

**RICHLAND COUNTY**

**ADMINISTRATION & FINANCE**

**COMMITTEE AGENDA**



**Tuesday, APRIL 28, 2020**

**3:30 PM**

**The Honorable Joyce Dickerson, Chair**

**County Council District 6**

**The Honorable Bill Malinowski**

**County Council District 1**

**The Honorable Yvonne McBride**

**County Council District 3**

**The Honorable Joe Walker**

**County Council District 6**

**The Honorable Dalhi Myers**

**County Council District 10**

# RICHLAND COUNTY COUNCIL 2020



Bill Malinowski  
District 1  
2018-2022



Joyce Dickerson  
District 2  
2016-2020



Yvonne McBride  
District 3  
2016-2020



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker, III  
District 6  
2018-2022



Gwendolyn Kennedy  
District 7  
2016-2020



Jim Manning  
District 8  
2016-2020



Calvin "Chip" Jackson  
District 9  
2016-2020



Dalhi Myers  
District 10  
2016-2020



Chakisse Newton  
District 11  
2018-2022





Richland County Administration & Finance Committee

April 28, 2020 - 3:30 PM  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson
  
2. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
  - a. Regular Session: February 25, 2020 **[PAGES 7-10]**
  
3. **APPROVAL OF AGENDA** The Honorable Joyce Dickerson
  
4. **ITEMS FOR ACTION** The Honorable Joyce Dickerson
  - a. Bond Court Consolidation – City of Columbia and Richland County **[PAGES 11-24]**
  
  - b. Airport Property Use for a Promotional Event **[PAGES 25-26]**
  
  - c. Past Due Payment In Car/Body Worn Cameras and digital evidence program **[PAGES 27-29]**
  
  - d. Intergovernmental Agreement – Municipal Judge – Town of Arcadia Lakes **[PAGES 30-36]**
  
  - e. South Carolina Department of Transportation (SCDOT) Interstate 26 Widening **[PAGES 37-57]**
  
  - f. Condemning a property for SE Sewer/Water Project **[PAGES 58-60]**
  
  - g. South Carolina Aeronautics Commission (SCAC) Grant Acceptance/ Contract Award **[PAGES 61-68]**
  
  - h. Request to Purchase County Property - TMS# R06400-01-01 **[PAGES 69-158]**
  
  - i. Budget Amendment – First Vehicle Services Refunds **[PAGES 159-161]**

- j.** Columbia Hospital Historical Marker [**PAGES 162-168**]
- k.** Replacement Office Building - Stormwater Management Division [**PAGES 169-180**]
- l.** Hopkins Magistrate Facility Expansion [**PAGES 181-307**]
- m.** Acquisition and Disposal of County Real Property –Draft Policy [**PAGES 308-329**]
- n.** Clarification – Sewer/Water Connection [**PAGES 330-335**]

**5. ADJOURN**



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

March 3, 2020 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

**\*\*PLEASE NOTE: DUE TO TECHNICAL DIFFICULTIES THERE WAS NO AUDIO AVAILABLE FOR THE A&F COMMITTEE MEETING\*\***

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

OTHERS PRESENT: Michelle Onley, Larry Smith, Stacey Hamm, Jennifer Wladischkin, John Thompson, Clayton Voignier, Ashiya Myers, Angela Weathersby, Leonardo Brown, Chris Eversmann, Tariq Hussain, Dale Welch, Kimberly Williams-Roberts, Ashley Powell, Stephen Staley, Denise Teasdell, Synithia Williams, Art Braswell, Michael Maloney, David Bertolini, Sierra Flynn, Ronaldo Myers and Patrick Bresnahan

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
  - a. December 17, 2019 – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as distributed.  
  
In Favor: Malinowski, Myers, Walker, Dickerson and McBride  
  
The vote in favor was unanimous.
3. **ADOPTION OF AGENDA**  
  
In Favor: Myers, Walker, Dickerson and McBride  
  
Opposed: Malinowski  
  
The vote was in favor.
4. **ELECTION OF CHAIR** – Ms. McBride moved, seconded by Ms. Myers, to nominate Ms. Dickerson for the position of Chair.  
  
In Favor: Malinowski, Myers, Walker, Dickerson and McBride  
  
The vote in favor was unanimous.

5. **ITEMS FOR ACTION**

- a. Approval to Award Contract – Fire Station Roofs Replacement – Ms. McBride moved, seconded by Ms. Myers, to defer this item until the March A&F Committee meeting.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride  
The vote was in favor.

- b. Approval to Award Governmental Affairs/Political Representation Contract – The committee recommended to approve the award for governmental affairs/political representation services to Turner, Padgett, Graham, and Laney, P.A.

In Favor: Malinowski, Walker, Dickerson and McBride

- c. Approval to Purchase and Install Cooling Tower – Alvin S. Glenn Detention Center – The committee recommended to award the purchase and installation of a new Cooling Tower to WB Guimarin.

In Favor: Malinowski, Walker, Dickerson and McBride

The vote in favor was unanimous.

- d. Approval to Award Construction Contract – Lakeside at Ballentine Resurfacing – The committee recommended to approve the award of a construction contract with Palmetto Corps of Conway in the amount of \$292,752.20 for the resurfacing of certain roads in the Lakeside at Ballentine Subdivision.

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

The vote in favor was unanimous.

- e. Approval to Award – Contract for Construction – Shakespeare Crossing Community Center – The committee recommended to approve a contract in an amount not to exceed \$135,000 between the County and Community Assistance Provider for the construction of the community building at Shakespeare Crossing.

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

The vote in favor was unanimous.

- f. Approval to Award – Southeast Sewer and Water Project Division 3 & 4 – The committee recommended to approve the award of a construction contract for Divisions 3 and 4 of the Southeast Sewer and Water Project to TCO Construction, Inc. and Stutts & Williams, LLC respectively contingent on the appropriation of bond funds.

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

The vote in favor was unanimous.

- g. Approval to Award – Stormwater Drainage Ditch Maintenance Contract – The committee recommended to award the contract for storm drainage maintenance services to Naturchem.

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



The vote in favor was unanimous.

- h. Adoption of 2018 Building Codes – The committee recommended to adopt the 2018 Building Codes and modifications mandated by South Carolina Building Codes Council as the standard for all residential and commercial construction.

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

The vote in favor was unanimous.

- i. Approval of Annual DHEC EMS Grant-in-Aid – The committee recommended to approve the annual DHEC EMS Grant-in-Aid for paramedic student tuitions to increase the number of paramedics in our workforce.

In Favor: Malinowski, Walker, Dickerson and McBride

The vote in favor was unanimous.

- j. Increase FY20 Budget Allocation – Central Midlands Council of Government – The committee recommended to increase the FY20 Budget allocation to Central Midlands Council of Government from \$178,432 to the actual requested amount of \$189,298.

In Favor: Malinowski, Myers, Dickerson and McBride

Opposed: Walker

The vote was in favor.

- k. Light Detection and Ranging (LIDAR) Elevation Data Grant Match – The committee recommended to approve the expenditure of \$30,000 as a Grant Match with the United States Geological Survey (USGS) for collection of Light Detection and Ranging (LiDAR) Elevation Data.

In Favor: Malinowski, Walker, Dickerson and McBride

The vote in favor was unanimous.

- l. Midlands Business Leadership Group (MBLG) – Gateway Beautification – The committee recommended deferral of this item until the March A&F Committee meeting.

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

The vote in favor was unanimous.

- m. Rate Increase Agreement – Kemira – The committee recommended deferral of this item until the March A&F Committee meeting.

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

The vote in favor was unanimous.

- n. Roll-off Containers Purchase Order Increase – The committee recommended to approve the request to increase the Purchase Orders (POs) to cover the costs for solid waste and recycling container services solicited under Request for Bid RC-119-B-2019.

**Administration and Finance  
March 3, 2020**

In Favor: Malinowski, Walker, Dickerson and McBride

The vote in favor was unanimous.

- o. Salary Adjustment for Richland County Magistrates – The committee recommended denial of the request.

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

The vote in favor was unanimous.

- p. Senior Resources – Request for Matching Grant Funds – The committee recommended forwarding this item to Council without a recommendation.

In Favor: Myers, Walker, Dickerson and McBride

Opposed: Malinowski

The vote was in favor.

- q. Bond Court Consolidation – City of Columbia and Richland County – This item was not taken up.

- r. Airport Property Use for a Promotional Event – This item was not taken up.

- 6. **ADJOURNMENT** – The meeting adjourned at approximately 6:40 PM.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**To:** Committee Chair Joyce Dickerson and Members of the Committee

**Prepared by:** Tomothy Edmond, Chief Magistrate

**Department:** Magistrate

**Date Prepared:** December 11, 2019 **Meeting Date:** February 25, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 18, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	January 28, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	January 15, 2020
<b>Approved for Council consideration:</b>		County Administrator	Leonardo Brown, MBA, CPM

**Committee** Administration & Finance

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

**Recommended Action:**

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

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

**Motion Requested:**

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

**Request for Council Reconsideration:**  Yes

### Fiscal Impact:

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

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

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

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

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

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

The potential liability from setting bonds ranges from the political to the financial. Judges have to be extremely knowledgeable and prepared when setting bonds so as not to release an inmate who poses a

potential risk of reoffending a violent crime, while at the same time complying with statutory requirements mandating that the majority of individuals receive bonds. Judges have to answer to Court Administration, circuit court judges, and the Chief Justice, if they fail to set proper bonds. This can result in disciplinary actions, suspension, and even removal from office.

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

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

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

**Costs to operate R.C. Bond Court**

Judge Salary	\$535,500
Staff Salary	\$429,000
<b>Total</b>	<b>\$964,500</b>

**Current cost per defendant**

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

**Potential dollar figure city would pay annually to county**

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

**Additional Considerations:**

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

**Motion of Origin:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**Discussion:**

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

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

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

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

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

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

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

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

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

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

**Attachments:**

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



## Operational Costs of Bond Court

### City of Columbia Bond Court Operation Costs

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

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  - Average salary: \$39,000

## Potential Cost for City of Columbia Annually

### Costs to operate R.C. Bond Court

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### Current cost per defendant

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### Potential dollar figure city would pay annually to county

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**Non-Dollar Figure Costs (Liability)**

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

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

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

## Operational Functions

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

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

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

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<b>18 / 19 FY City Bond Inmates Processed</b>				
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	2622	1085	3960	11924

2007-09-19-01

# The Supreme Court of South Carolina

RE: BOND HEARING PROCEDURES IN SUMMARY COURTS

## ORDER

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

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

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

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

scheduled time, hearings shall be held for the entire jail population eligible for release. The on-call magistrate or municipal judge shall immediately inform the Chief Magistrate that a special bond proceeding was conducted.

All persons incarcerated, booked, and charged with a bailable offense must have a bond hearing within twenty-four hours of their arrest as required by S.C. Code Ann. § 22-5-510, except for those individuals who are released on bond in lieu of recognizance pursuant to S.C. Code Ann. § 22-5-530. Any county or municipality utilizing the provisions of S. C. Code Ann. § 22-5-530 must comply with the Order of the Chief Justice dated December 11, 2003, which addresses procedures required by that statute. All persons incarcerated, booked, and charged with a non-bailable offense must have a first appearance before a magistrate or municipal judge within twenty-four hours of their arrest. Further, in all cases which fall under the purview of this Order, whether bailable or non-bailable, the bonding magistrate or municipal judge must ensure that the procedures set forth in S.C. Code Ann. §§ 16-3-1505 to -1830, regarding victims' rights, are fully observed.

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

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

law enforcement, and any affected prosecutorial agencies, to ensure that the required and proper accounting, notification, and release of individuals under this provision of this Order is fulfilled, regardless of whether the initial detention was initiated by municipal or county law enforcement.

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

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

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

S/Jean Hofer Toal  
Jean Hofer Toal  
Chief Justice

September 19, 2007  
Columbia, South Carolina





**Agenda Briefing**

**To:** Committee Chair Joyce Dickerson and Members of the Committee  
**Prepared by:** Christopher S. Eversmann, AAE, Airport General Manager  
**Department:** Public Works – Airport  
**Date Prepared:** February 10, 2020      **Meeting Date:** February 25, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	February 12, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	February 11, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	February 11, 2020
<b>Other Review:</b>	Brittney Hoyle, Director, Risk Management, via email	<b>Date:</b>	February 19, 2020
<b>Approved for Council consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

**Committee** Administration & Finance Committee  
**Subject:** Airport Property Use for a Promotional Event

**Recommended Action:**

Staff recommends approval of the use of landside airport property for the purpose of conducting a fundraising event for the 371st Infantry Regiment WWI Memorial Monument Association at the Jim Hamilton – LB Owens Airport.

**Motion Requested:**

"I move that Richland County Council approved the requested use of landside property at the Jim Hamilton – LB Owens Airport (CUB) for the stated event.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

This request will not require the appropriation or expenditure of any additional County / Airport funds.

**Motion of Origin:**

There is no associated Council motion of origin; however, it has been endorsed favorably by the Richland County Airport Commission in their July 2019 meeting.

Council Member	
Meeting	
Date	

## Discussion:

The 371st Infantry Regiment WWI Memorial Monument Association (Please see their website located at <https://www.371stmonument.org/>) is a South Carolina 501(c)(3) non-profit organization formed in 2018 with the purpose of funding and placing a monument, preferably on the South Carolina State House or Fort Jackson grounds, to memorialize the service and sacrifice of South Carolina's 371st Infantry Regiment (Colored) in World War I.

This association, represented by Ms. Sonya Hodges-Grantham, has requested the use of a portion landside Airport property alongside Jim Hamilton Blvd in order to hold a car show for the purpose of fundraising for her non-profit organization. The date is to be determined. The following information is provided regarding the event:

- The hours of the show will be 9:00 am - 3:00 pm;
- Includes use of the paved parking lot for spectators;
- Anticipate approximately 100 show cars, vendors, and food trucks;
- The show organizers will have necessary event insurance coverage as well as sign the County's Hold Harmless Agreement (HHA – please see attached draft) which will be reviewed and approved by Rick Management and County Legal staffs;
- Security and show staff will be provided by the show organizer;
- Public bathroom facilities will be provided by the show organizers;
- Awards and door prizes will be distributed during the show;
- The site will be completely cleaned after the show.

Ms. Hodges-Grantham further states, "We believe this event will draw interest from all over the Columbia area. In addition, there will be parents and children at the soccer fields across the street and patrons nearby at the Hunter-Gatherer and City Roots. Altogether, there should be plenty of people to have fun and help us raise money for this worthy cause."

Ms. Hodges-Grantham, Mr. Russell Wolfe, and Mr. Bill Adams, representing the Association initially presented their request to the Richland County Airport Commission during their March 2019 meeting.

Airport staff and the Airport Commission believes that this event will be beneficial to the airport and Community and recommends approval on the condition that a mutually-agreeable Hold Harmless Agreement, based on the attached template, be executed with the participation of the County Attorney and the Office of Risk Management.

## Attachments:

1. Hold Harmless Agreement (HHA) Template

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Deputy Chief Chris Cowan

**Department:** Sheriff's Department

**Date Prepared:** March 09, 2020

**Meeting Date:** March 24, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 12, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 12, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 12, 2020
<b>Approved for Consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Past Due Payment In Car/Body Worn Cameras and digital evidence program		

**Recommended Action:**

The Sheriff's Department recommends Council approve the past due payment of the Sheriff's Department camera and digital evidence program to Axon Enterprise, Inc.

**Motion Requested:**

1. Move to accept the Sheriff Department's recommendation; or,
2. Move to deny.

Request for Council Reconsideration:  Yes

**Fiscal Impact:**

Below is the amount remaining:

Total due:	\$938,999
Payment 1:	\$483,741.44
<b>Amount remaining:</b>	<b>\$455,258.55</b>

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

## Discussion:

In 2017, County Council approved the implementation of State mandated body worn cameras and in 2012 County Council approved the implementation of State mandated in car cameras for the Sheriff's Department. For three (3) years and eight (8) years respectively, the County has funded both programs. The Sheriff's Department has applied for and received State grant funds to assist with the costs associated with these invaluable systems that are vital to community transparency and are critical training tools.

As part of the County budget process, along with meetings and correspondences, between January 2018 and November 2019 the Sheriff's Department submitted, met with and communicated these specific needs to the Budget Office. RCSD conveyed that these expenses would come due, as normal, November 30, 2019. RCSD was advised that since the funding sources (bonds) were no longer available, these requests would be included in Capital Improvement for the biennium. To date, Capital Improvements have not been funded.

With no funding being allocated, RCSD worked with County Administration and subsequently Axon to identify a solution; so that there would be no late fees, reduction in services or refusal to provide technology upgrades that were due us as part of the ongoing agreements. Axon graciously re-issued the invoice with a new due date of January 30, 2020; with the agreement that we would consolidate all Axon invoices.

Although Axon has issued two late notices (from the re-issued invoice) to RCSD, they have agreed to no late fees, no disruption of service, and no punitive action related to the Contracts. They are not willing to break out new invoices but offered to accept two payments, equaling the total amount.

RCSD is asking Council to provide the funding and direct the Finance Office to make the past due payment of the Sheriff's Department camera and digital evidence program to Axon Enterprise, Inc. in the amount of \$455, 258.55 for FY20.

Per the County's Office of Budget and Grants Management Director, Mr. James Hayes:

The Office of Budget and Grants Management had planned on the items being a part of the CIP for FY20. In the past, the in-car cameras were a part of the Sheriff vehicle package which was previously a part of the CIP and funded through debt. At the time, Administration decided to pursue all Sheriff Capital needs via the CIP process. Those items were presented to Council during the budget process as a recommendation to fund for the Biennium; however, Council decided to bring back to capital needs through a more cross-sectional CIP. The Office of Budget and Grants Management worked closely with departments to produce the CIP which is set to re-appear before Council once the new Administrator has his recommendation(s).

This information has been conveyed to the RCSD; however, due to the time-sensitive nature of the matter, during in the month of December 2019, the Office of Budget and Grants Management worked with Administration to identify a funding source utilizing Capital funds the RCSD currently has on hand with the thought that those funds could be reimbursed once new debt financing was available. Finance Director Hamm was concerned those funds could not be re-allocated a second time as they were previously allocated in September of 2017.

Administration advised the Office of Budget and Grants Management to contact County bond

counsel to obtain guidance as to if those funds could be re-allocated. Staff then learned that the body-worn cameras and in-car cameras could not be paid for with bond proceeds because they were leased. Prior thereto, the Office of Budget and Grants Management was unaware these items were being leased by the RCSD and was under the impression they were purchased and therefore were considered capital assets eligible for the CIP routing process.

Although Council voted to approve implementation in 2017, none of these items were budgeted in Biennium Budget I by its builders. The Office of Budget and Grants management has worked continuously worked with Administration to find funding in FY18 and FY19. Due to the budget deficit resulting in Biennium Budget I, there was no “cushion” to include these funds in the General Fund operating budget for Biennium Budget II. This information was provided to the RCSD during its budget meeting in the spring of 2019. Once all avenues were exhausted for FY20, staff worked with Administration to identify some funds within the contingency fund to cover the body-worn cameras; however, funds were not available cover the in car cameras as well. Again, this information was provided to the RCSD as well as an alternative solution that staff was confident could possibly lead to the resources at the end of the fiscal year. This option was ultimately rejected by the RCSD.

#### Attachments:

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Ashiya A. Myers, Assistant to the Administrator

**Department:** Administration

**Date Prepared:** November 05, 2019

**Meeting Date:** March 25, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 18, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 18, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 16, 2020
<b>Other Review:</b>	Chief Magistrate Tomothy Edmond	<b>Date:</b>	March 06, 2020
<b>Approved for Council consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	

**Committee** Administration & Finance

**Subject:** Intergovernmental Agreement – Municipal Judge – Town of Arcadia Lakes

**Recommended Action:**

Chief Magistrate Edmond recommends approving the Intergovernmental Agreement (IGA) with the Town of Arcadia Lakes.

**Motion Requested:**

Move to accept the Chief Magistrate’s recommendation to enter into an IGA with the Town of Arcadia Lakes for a municipal judge.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

There is no fiscal impact to the County. Per the IGA, the municipality shall pay compensation for its municipal judge, including, but not limited to FICA and state retirement.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

**Discussion:**

Chief Magistrate Tomothy Edmond has reviewed the agreement. The mayor and legal counsel of the Town of Arcadia Lakes have also reviewed the agreement and have given their approval of the stated terms.

**Attachments:**

1. Draft Intergovernmental Agreement – Town of Arcadia Lakes

STATE OF SOUTH CAROLINA)  
COUNTY OF RICHLAND )

**INTERGOVERNMENTAL  
AGREEMENT  
(Municipal Judge)**

This Agreement made and entered into by and between the County of Richland, a political subdivision of the State of South Carolina, hereinafter referred to as “County”, and the Town of Arcadia Lakes, a municipality political subdivision of the State of South Carolina, hereinafter referred to as “Town”:

**WHEREAS**, in accordance with the laws of the State of South Carolina, the Town is desirous of providing under its existing adopted ordinances, and Appointed Judge being a qualified magistrate, in good standing, and serving presently within the magisterial system for the County; and

**WHEREAS**, the town shall appoint such magistrate to serve as its municipal judge for such term (s) as agreed to herein below, and for such compensation as set by Town, and agreed to by County and further consented to by the appointed municipal judge; and

**WHEREAS**, the County is willing to permit the Honorable Daniel McLeod Coble, a magistrate of the County in good standing, hereinafter referred to as “ Judge Coble” to serve as the Municipal Court Judge for the Town; and

**WHEREAS**, The County and Town are authorized to enter into this Agreement by virtue of the provisions of Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws 1976, as amended, and as further authorized by Order(s) of the South Carolina Supreme Court in existence preceding this agreement.

**NOW THEREFORE**, it is mutually agreed by and between the Town and County, with consent of Judge Tomothy C. Edmond and Judge Coble, as follows:

1. Judge Coble shall serve as the Municipal Court Judge for the Town of Arcadia Lakes, South Carolina for a term of four years within the conditions of this agreement.



2. Judge Coble shall perform all functions and provide such services to the Town as have been customarily rendered or provided for by Municipal Judges within the ordinances of Town, consisting of, but not limited to conducting bench and jury trials, issuing warrants, cease and desist orders, setting bonds, setting fines and penalties for violations of ordinances under due process, and such other duties and functions as shall be agreed upon by the parties and the Town provided for by law. The provision of such services shall be in a time and manner so as not to interfere with Judge Coble's regular duties with Richland County as a magistrate.
3. While performing the functions and duties of the Municipal Judge, Judge Coble shall be totally responsible and dedicated to the benefit and objectives of the judicial system of the Town, without interference from or influence by the County, its employees, or its Council. Judge Coble when acting for and on behalf of the Town's judicial system shall under this intergovernmental agreement be authorized on behalf of Town, to hold Court and related Courtroom functions in such location as at time is assigned to him for holding Court as a magistrate for the County.
4. In order to compensate the County for the services of Judge Coble for serving as Town Municipal Judge, the Town shall pay the County the sum of One Hundred (\$100.00) Dollars per month, plus the employer's share of FICA, State Retirement, and any other sums customarily paid by an employer, (calculated on the monthly prorated amount paid), said sum being due on or before the last day of each month that said judicial services are rendered to Town. Said sum shall constitute the compensation to Judge Coble for services as Municipal Judge hereunder for retainer and availability under this intergovernmental agreement.

Notwithstanding the forging, in the event Judge Coble, on behalf of the Town solely under its judicial system, is called upon to render services by holding court or hearings for specific matters relating to the Town ordinances, then in such event the Town and Judge Coble may agree upon additional compensation for such services, not to exceed the sum equivalent to that amount paid by the County for such time expended in a like such case or matter to be

calculated and based upon the hourly salary at such time otherwise owing to Judge Coble by the County for like services. Any monies paid by Town shall include employer's share of FICA, State Retirement, and any other sums customarily paid by an employer, calculated on the monthly prorated amount paid.

5. All compensation for Judge Coble services as a Town Municipal Judge, including but not limited to FICA and state retirement, shall be paid by the Town according to paragraph 4, above to the extent such compensation is earned for services provided for herein. The sums paid to the County for the services of Judge Coble, less the deductions set forth herein, shall be duly paid over to Judge Coble. In the event that Judge Coble's services as Town Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the Town to the County pursuant to this Agreement shall cease, and no further payments pursuant to this Agreement shall be made to Judge Coble.

It is further understood and agreed by the parties and Judge Coble, is evidenced by his signature below, that for the purposes of determining Judge Coble's salary under S. C. Code Section 22-8-40(i) only, no monies paid pursuant to the Agreement shall constitute Judge Coble salary from Richland County, but shall be considered merely as a pass through payment from the Town for services rendered as a Town Municipal Judge pursuant this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S. C. Code Section 22-8-40(i) and the County shall not be required to pay Judge Coble any monies to compensate for the loss of monies associated with cessation of his services as a Town Municipal Judge under this Agreement.

6. This agreement may be terminated by the Town, the County or Judge Coble by giving all other parties thirty (30) days written notice of termination, excepting of course if Judge Coble ceases to be a magistrate, or the immediate termination for breach of contract, either of which would not require notice but constitute termination.
7. This Agreement may be amended, modified or changed only by written agreement of the Council of Richland County and Council of Town of Arcadia Lakes; except that, the Town

reserves the right to alter or change, from time to time, the compensation rendered to Judge Coble for his services to the Town without further approval of the County or according to the terms hereof. Any such change in compensation shall be reported within thirty (30) days to the County by the Town.

8. The Town shall be responsible for defending any and all claim(s), demands, and/or actions brought against the Town and/or Judge Coble arising out of or from any act(s) and/or omissions(s) on the part of Judge Coble during the course of providing such judicial services to the Town according to authorities of law.
  
9. The assignment of Judge Coble as the Municipal Judge for the Town shall be made by the Chief Summary Court Judge (“Chief Magistrate”) for Richland County, S. C. in accordance with the terms of this Agreement. Additionally, the Town shall comply with the requirements of S. C. Code Ann. Section 14-25-15 2004), and in particular (i) shall pursuant to subsection (A) appoint and qualified”; and (ii) shall pursuant to subsection (B) “notify South Carolina Court Administration of” the appointment of Judge Coble as Municipal Judge for Town of Arcadia Lakes, South Carolina.

(Remainder of page left intentionally blank)

**IN WITNESS WHEREOF WE THE UNDERSIGNED** have this \_\_\_\_ day of November 2019 set out hands(s) and seal(s) hereon.

**RICHLAND COUNTY**

**WITNESSES**

\_\_\_\_\_  
By: Paul Livingston  
Its: Richland County Council Chair

\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF ARCADIA LAKES**

\_\_\_\_\_  
By: Mark W. Huguley  
Its: Mayor

\_\_\_\_\_  
\_\_\_\_\_

AND I DO SO CONSENT AND AGREE

\_\_\_\_\_  
Daniel McLeod Coble  
As Richland County Magistrate  
And Individually

\_\_\_\_\_



**Agenda Briefing**

**Prepared by:** Tariq Hussain, Director

**Department:** Richland County Utilities

**Date Prepared:** November 20, 2019

**Meeting Date:** March 24, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 18, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 17, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 16, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Subject:</b>	South Carolina Department of Transportation (SCDOT) Interstate 26 Widening		

**Recommended Action:**

RCU staff recommends Council approves:

1. The relocation of sewer lines and appurtenances in conflicts with the proposed I-26 expansion;
2. The award of engineering services to Joel Woods and Associates;
3. The award of the construction phase to Archer-United Joint Venture as part of the general contract with SCDOT;
4. The execution of the Memorandum of Agreement (MOA) with the South Carolina Department of Transportation (SCDOT) to secure the relocation funds.

**Motion Requested:**

Move to approve the staff's recommendations as mentioned above.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

Richland County is responsible for relocating all sewer mains and/or appurtenances in the SCDOT right of way and those in conflict with the proposed road expansion. A review of permitted road expansion plan shows about 5000 LF of sewer lines are in conflict with the proposed expansion. The total estimate for the construction is \$1,640,000.00. Once the MOA is executed all funds will be provided by the SCDOT for this project for the lines within their right-of-way.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

## Discussion:

The I-26 expansion is an ongoing South Carolina Department of Transportation (SCDOT) project proposed to improve the structure and capacity of the interstate. This project is designed to upgrade an approximately 16-mile section of the I-26 corridor for increased capacity as well as to meet with state and federal design requirements. The proposed expansion will include the widening of lanes from mile marker 101 to 97, the replacement of seven overpass bridges within the specified section, and the modification of three interchanges at exits 85, 91 and 97. The project will also include reconfiguration of other roads such as Broad River Rd and Broad Berry Rd as a part of the proposed modification to the exit 97 ramps.

On August 29, 2019, SCDOT and its consultant gave a presentation to all area utility providers to discuss the project and identify potential areas of conflict. A review of the design shows Richland County Utilities (RCU) has approximately 5000 LF of sewer lines and appurtenances that are in conflict with the proposed road expansion (Appendix A). Figure 1 shows a general layout of the section of I-26 to be upgraded and the current location of those RCU sewer mains in conflict. The red line represents the sewer line that requires relocation; the red circle represents those sections of the sewer line that require extended casing to the new right-of-way. Figures 2-6 shows a closer view of those sections shown in figure 1. The grey lines in these figures represent the outlines of the existing road; the black lines represent the proposed upgrade; the red lines represent the existing locations of sewer mains within the work area.

All of the sewer lines in conflict with the proposed expansion are in SCDOT's right-of-way; therefore, the county has no prior right to the current location of these lines. Section 57-5-880 of the S.401 bill signed May 13th, 2019 and paraphrased below dictates that the transportation entity should use up to 4% of the construction cost for the transportation project to relocate sewer/water systems in conflict with the transportation project.

*"The bill requires an entity that undertakes a transportation project to bear the costs related to relocating water and sewer lines, up to 4% of the original construction bid amount for a large public water utility or large public sewer utility. If a public utility is small meaning 10,000 or fewer connections and serves a population of 30,000 or less the transportation improvement project shall bear all of the relocation costs, including design costs."*

The resolution of these conflicts will require sewer main relocation, raising of manholes, relocation of valves, the extension of sewer main casing, and other associated tasks. According to the schedule provided by SCDOT, road construction is scheduled to commence April 1, 2020. This implies that the relocation of all utilities in conflict with the proposed expansion must be completed before April 1, 2020. A preliminary review of the relocation of those RCU sewer lines in conflict suggests that the relocation of these lines will require extensive work that may span approximately 6 months for a turnkey execution. Although it is anticipated that the requirements of the S.401 bill will allow the total relocation cost to be covered by SCDOT, it is important that the project is executed to meet all applicable deadlines. Failure to meet the project contract requirements and construction schedule may result in the utility provider having to bear all relocation costs.

Based upon the time constraint, the department has submitted proposals for engineering services to the Procurement Division for contract approval. Staff recommends engineering services be awarded to Joel

Wood and Associates (JEWA) and the construction phase is awarded to Archer-United Joint Venture. JEWA has worked extensively on several RCU projects and has a vast knowledge of RCU's sewer collection system. Archer-United Joint Venture provides services that include road, water, sewer, and pipeline construction and is the construction company awarded the design-build of the SCDOT road expansion. During coordination meetings held with both Archer-United JV and SCDOT, the Archer-United expressed availability to execute the relocation of the sewer lines under a general contract, if required. The SCDOT has proposed that Richland County enter into a contract by Memorandum of Agreement (MOA) to eliminate the possibility of being disqualified from receiving relocation funds. This will also minimize the coordination effort and expedite project execution.

**Attachments:**

1. Memorandum of Agreement
2. Correspondence from the SCDOT
3. Cost Estimate

2 *MP*

### MEMORANDUM OF AGREEMENT

#### For In-Contract Utility Relocation

#### Interstate 26 Widening and Rehabilitation from MP 85 to MP 101 Relocation

Richland County Utilities in Richland County

SCDOT Project ID P029808 *MP*

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This Agreement is made this 9<sup>th</sup> day of January, 2020 by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") and Richland County Utilities (hereinafter referred to as "UTILITY") (collectively "the Parties") to ensure the successful completion of the public water and sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

#### Section I – Definitions

1. The term "Project" shall refer to **SCDOT's** Project along Interstate 26 Widening and Rehabilitation from MP 85 to MP 101 in Richland County.
2. The term "Utility Work" shall refer to an adjustment necessitated by **SCDOT's** Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system's service.

#### Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT's** contract for the construction of the Project.
2. The Utility Work shall be constructed by a contractor approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT's** contractor will either select the contractor to perform the Utility Work from **UTILITY's** list of preferred contractors, or will apply to become qualified by **UTILITY** in order to self-perform.
3. **UTILITY** agrees to review and consider whether innovative design and/or construction measures proposed by **SCDOT** or **SCDOT's** contractor are acceptable in consideration of **UTILITY's** design criteria, standard material and construction specifications, requirements, and system functionality.
4. All Utility Work shall be in compliance with all applicable **SCDOT** policies, including **SCDOT's** Utilities Accommodations Manual – A Policy for Accommodating Utilities on Highway Rights of Way, incorporated herein by reference.



5. **SCDOT** has no duty to review **UTILITY**'s utilities or components for their quality or adequacy to provide the intended Utility service.

### Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, SCDOT shall bear all of the relocation costs, including design costs, up to four and one-half percent of the original construction bid amount of the Project minus the costs of the small public water and sewer utility's relocation costs. Since more than one large public water utility or large public sewer utility will be required to relocate due to the Project, the total cost share of up to four and one-half percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments and for amounts that exceed the limits set by Act 36 of 2019.
3. **SCDOT** estimates the original construction bid amount to be \$421,000,000.00 . Four and one-half percent of this estimate is \$18,945,500.00 . SCDOT must pay all small public water and sewer relocation costs, without limitation, associated with the Project. This amount will be subtracted from the four and one-half percent of the original construction bid amount. This is the maximum amount SCDOT will contribute to non-prior rights Utility Work for large public water and sewer utilities. This amount shall be divided pro rata among 2 large public water or sewer utilities. The pro ration shall be based on the estimates provided by all eligible large public water or sewer utilities with Utility Work associated with the Project.
4. **UTILITY** estimates the total cost of the Utility Work to be \$1,640,000.00, with such costs to be allocated as follows:
  - a. **SCDOT**'s share is estimated at \$1,640,000.00. This consists of:
    - i. **Prior Rights** estimated at \$0.00
    - ii. Pro-rated share (100%) of total **Non-Prior Rights** estimated at \$1,640,000.00
  - b. **UTILITY**'s share is estimated at \$0.00
5. Failure by **UTILITY** to meet the contract requirements and construction schedule shall result in **UTILITY** having to bear all relocation costs and subject **UTILITY** to liability for Project delays.
6. **SCDOT**'s share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work. Any amount over this shall be the responsibility of **UTILITY**.
7. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT**'s maximum contribution, **SCDOT** will invoice **UTILITY** for that amount. **UTILITY** shall remit the invoiced amount to **SCDOT** within 30 days of receipt of the invoice.

### Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT**'s contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT**'s Contractor with all documents provided to **SCDOT** by **UTILITY**.

3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector access to the site when the Utility Work is underway.
4. **SCDOT's** contractor shall be responsible for the Utility Work until it is accepted by **UTILITY**.
5. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 *et seq.*), **SCDOT** hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on **SCDOT's** part, or the part of any employee of **SCDOT** in the performance of the work undertaken under this Agreement.
6. **SCDOT** will include **UTILITY's** construction and design criteria in **SCDOT's** contract with Contractor.

#### Section V – UTILITY's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work within SCDOT right-of-way. Permit costs will be reimbursable pursuant to the terms of this Agreement.
2. Provide all engineering design services and specifications necessary for the Utility Work. Design costs shall be reimbursable pursuant to the terms of this Agreement.
3. Provide to **SCDOT** a list of preferred contractors (minimum of three) to meet **SCDOT's** schedule for the Project. **UTILITY** shall also provide a method for **SCDOT's** contractor to become certified in order to self-perform the Utility Work.
4. **UTILITY** shall provide construction observation services for the Utility Work. These costs shall be reimbursable by **SCDOT** pursuant to the terms of this Agreement.
5. **UTILITY** must meet the Project schedules established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** no later than the dates indicated as Final Design & Material List Submittal to CJV on Attachment A, attached hereto and incorporated herein.
6. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
7. If criteria and specifications provided by **UTILITY** are found to be inaccurate due to errors or omissions, **UTILITY** shall be responsible for any resulting damages, including delay damages or the costs attributable to such delays.
8. **UTILITY** shall not be responsible or liable for schedule or costs if **SCDOT's** contractor fails to adhere to **UTILITY's** Design Criteria and Standard Specifications.
9. **UTILITY** shall maintain existing facilities in place at its expense until new facilities that are acceptable to **UTILITY** have been constructed, tie-ins and switch-overs have been completed, and existing facilities are ready to be removed.
10. **UTILITY** retains responsibility for operation of any temporary facilities, and must coordinate with **SCDOT** and **SCDOT's** contractor for access to the Project site for this purpose. **SCDOT's** contractor is responsible for installation and maintenance of all temporary facilities and maintains ownership of temporary facilities.
11. **UTILITY** is required to attend all utility meetings held by **SCDOT's** contractor or at the request of **SCDOT**.

12. **UTILITY's** on-site representative or inspector shall sign off on the installed quantity of pipe and associated equipment on a weekly basis for each phase of Utility Work construction. **SCDOT's** contractor shall coordinate the construction schedule with **UTILITY** and provide three business days' notice for days in which the contractor plans to perform Utility Work. **UTILITY's** on-site representative or inspector may perform inspection to verify work for all items related to the Utility Work.
13. Prior to accessing the Project site, **UTILITY** shall coordinate with **SCDOT's** contractor regarding their safety policies and access requirements.

### Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** Right-of-Way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** Right-of-Way, or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon **UTILITY's** acceptance of the Utility Work, or any specific portion thereof, in accordance with the plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **SCDOT** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.
8. Should additional Utility Work become necessary as a result of Project impacts on **UTILITY's** facilities that were not foreseen at the time of execution of this Agreement, **UTILITY** agrees to work with **SCDOT** and **SCDOT's** contractor to negotiate a resolution.
9. **The Parties** agree that delays in the Utility Work will impact public convenience, safety, and welfare, and that monetary damages would be inadequate to compensate **SCDOT** for delays in

the construction of the Project. Consequently, **SCDOT** shall be entitled to specific performance or other equitable relief from **UTILITY** in the event of any breach of this Agreement which threatens to delay construction of the Project. This provision shall not limit any other remedies available to **SCDOT**.

10. All claims or disputes shall be filed with **SCDOT**'s Project Manager. The **Parties** will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the **SCDOT** Project Manager, the **Parties** may appeal the claim or dispute to the appropriate **SCDOT** Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for both **Parties**, subject to non-jury appeal in the Circuit Court of Richland County.

#### Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

#### Section VIII – Authority and Law

**SCDOT** and **UTILITY** each bind themselves, their respective successors, executors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other.

This Agreement is to be interpreted under the laws of the State of South Carolina.

*[Signature blocks on next page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives on the dates set forth below.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

Jammy Addy

WITNESS

BY: Leonardo Brown

Leonardo Brown, MBA, CPM  
Richland County Administrator

DATE: 11/9/2020

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: [Signature]

Deputy Secretary for Finance and Administration  
or Designee

[Signature]

WITNESS

RECOMMENDED BY:

JOB [Signature]

Deputy Secretary of Engineering or Designee

REVIEWED BY:

Cebria Keitt

State Utilities Engineer



**Joel E. Wood & Associates, P.L.L.C.**  
 Planning • Engineering • Management

**PROBABLE CONSTRUCTION COST**

PROJECT: I-26 SEWER RELOCATION PROJECT #: 190104.3  
 BY: JOEL WOOD DATE: 12/30/19  
 ADD. INFO.: PRE DESIGN COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE		AMOUNT
1	MOBLIZATION	1 LS	\$3,000.00	LS	\$3,000.00
2	CLEARING AND GRUBING	1 LS	\$7,000.00	AC	\$7,000.00
3	EROSIOIN CONTROL	1 LS	\$16,000.00	AC	\$16,000.00
4	MANHOLE 4' DIA	4 EA	\$4,500.00	EA	\$18,000.00
5	8" GRAVITY SEWER	120 LF	\$90.00	LF	\$10,800.00
6	6" C900 PVC FORCEMAIN	5900 LF	\$60.00	LF	\$354,000.00
7	6" COATED DUCTILE IRON PIPE FORCEMAIN	160 LF	\$120.00	LF	\$19,200.00
8	BORE AND JACK 18" STEELE CASING WITH 8" RJ COATED DIP	340 LF	\$1,000.00	LF	\$340,000.00
9	EXTEND 18' CASING WITH 6" RJ COATED DIP	210 LF	\$1,500.00	EA	\$315,000.00
10	AIR VACUUM VALVES	3 EA	\$4,000.00	EA	\$12,000.00
11	6' PLUG VALVES	5 EA	\$4,000.00	EA	\$20,000.00
12	TIE TO EXISTING LINE	7 EA	\$10,000.00	EA	\$70,000.00
13	8"PLUG VALVES	1 EA	\$5,000.00	LS	\$5,000.00
14	REMOVE EXISTING VALVE	1 EA	\$6,000.00	EA	\$6,000.00
15	MISCELLANEOUS FITTINGS	1 LS	\$15,000.00	LS	\$15,000.00
16	TESTING	1 LS	\$20,000.00	EA	\$20,000.00
	SUBTOTAL				\$1,231,000.00
1	CONTINGENCY 20%				\$246,200.00
2	CONSTRUCTION TOTAL				\$1,477,200.00
3					
4					
				SHEET TOTAL	\$1,477,200.00



**Joel E. Wood & Associates, P.L.L.C.**  
**Planning • Engineering • Management**

PROJECT: \_\_\_\_\_ PROJECT #: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ADD. INFO.: \_\_\_\_\_

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
26	AMOUNT FROM PREVIOUS PAGE			\$1,477,200.00
27				
28	Engineering (Based on Project Total)			\$84,000.00
29	Construction Administration (Based on Project Total)			\$73,000.00
30				
31				
32				
33				
34				
35				
36				
36			SHEET TOTAL	\$1,634,200.00
37				
<b>PROJECT BUDGET</b>				<b>\$1,640,000.00</b>

This is a preliminary construction cost estimate. The client understands that Joel E. Wood & Asscoaites, LLC has no control over the costs or the price of labor, equipment, materials or the contractor's method of pricing, and the opinions of estimated cost provided herein are made on the basis of Joel E. Wood & Associates, LLC qualifications and experience. Joel E. Wood & Associates makes not warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual cost.



**SCDOT P029808 Interstate 26 Widening and Rehabilitation from MP 85 to MP 101**

**Wet Utility Relocation/Design Deadlines**

Tuesday, November 19, 2019, 10:00 AM

SCDOT Headquarters Office

**ITEM 1** - Below is a list of wet utility owners and locations throughout the project with relocation deadlines for Archer United JV to perform the relocations/adjustments for developing SCDOT ACT36/BILL401 MOA amendments (MOAA) with utility owners, SCDOT and AW/UIG JVT.

	<i>Projected Bridge/Roadway Construction Start</i>	<i>Final Design &amp; Material List Submittal to CJV</i>	<i>RFC Date</i>	<i>Relocation Deadline</i>
<b>City of Columbia</b>				
<b>Water</b>				
Segment 1 I-26	June 10, 2020	Feb. 3, 2020	Mar. 2, 2020	May 11, 2020
<i>Crossings</i>				
Broad River Rd./B3	Jan. 7, 2021	Aug. 3, 2020	Sept. 1, 2020	Dec. 1, 2020
Shady Grove Rd./B2	March 25, 2021	Nov. 20, 2020	Dec. 28, 2020	Feb. 22, 2021
Mt. Vernon Rd./B4	Oct. 13, 2021	July 5, 2021	Aug. 2, 2021	Sept. 10, 2021
Koon Rd./B1	May 31, 2022	Feb. 7, 2022	March 7, 2022	April 22, 2022
Columbia Ave./B6	Oct. 5, 2022	May 9, 2022	June 3, 2022	Sept. 1, 2022
<b>Richland County</b>				
<b>Utilities</b>				
Segment 1 I-26	June 10, 2020	Feb. 3, 2020	Mar. 2, 2020	May 11, 2020
<i>Crossings</i>				
Broad River Rd./B3	Jan. 7, 2021	Aug. 3, 2020	Sept. 1, 2020	Dec. 1, 2020
<b>Newberry County</b>				
<b>Water &amp; Sewer</b>				
Pomaria St./B10	Sept. 16, 2020	May 18, 2020	June 12, 2020	Aug. 17, 2020
<b>Town of Chapin</b>				
Columbia Ave./B6	Oct. 5, 2022	May 9, 2022	June 3, 2022	Sept. 1, 2022



July 25, 2019

Bob Jennings, Associate Engineer II  
Richland County Utilities  
7525 Broad River Road  
Irmo, South Carolina 29063

Re: Project ID No. P029208 — Road/Route: I-26 Widening from/near SC 202 (Exit 85) to near US 176 (Exit 101) — Lexington, Newberry, and Richland Counties

Dear Mr. Jennings:

The South Carolina Department of Transportation (SCDOT) is currently under contract with Archer-United Joint Venture to perform design-build services, including SUE and utility coordination for the referenced project.

The purpose of this letter is to inform you that a representative with Infrastructure Consulting & Engineering (ICE) will be handling the utility coordination on behalf of Archer-United Joint Venture and will be in contact with you to gather necessary utility data for this project. We ask that you please assign this project to one of your engineers so that utility conflicts and concerns may be addressed early in the project schedule.

Also, included for your use is an Exhibit A location map, and SCDOT's Utility Company Checklist form which outlines the information that is needed from you to complete this project. **With the passing of S.401 signed May 13<sup>th</sup>, 2019:** *"The bill requires an entity that undertakes a transportation project to bear the costs related to relocating water and sewer lines, up to 4% of the original construction bid amount for a large public water utility or large public sewer utility. If a public utility is small meaning 10,000 or fewer connections and serves a population of 30,000 or less the transportation improvement project shall bear all of the relocation costs, including design costs."* **If you're considered a small public utility please provide the number of taps and population serving size to the consultant as part of the utility coordination process.**

If you should have any questions concerning this, please feel free to contact me at (803) 737-1457 or JacksonVJ@scdot.org.

Sincerely,



Jackson, Vanetta J  
2019.07.25 10:34:01  
-04'00'

Vanetta J. Jackson  
ROW Utilities Project Manager

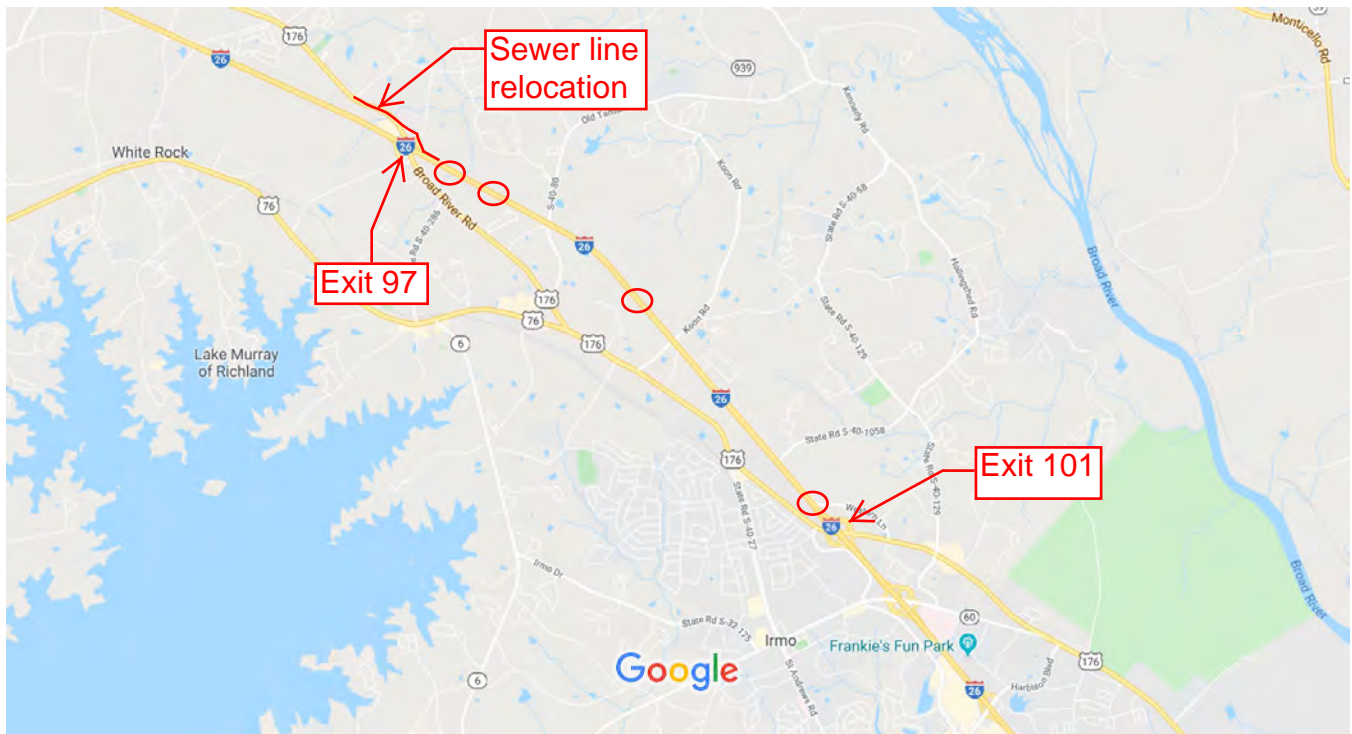
VJJ: ssm  
Enclosure  
File: ProjectWise  
ec: Brad Reynolds, SCDOT, Program Manager  
Gus Kretschmer, Utility Relocation Coordination Manager, (ICE)

Post Office Box 191  
955 Park Street  
Columbia, SC 29202-0191



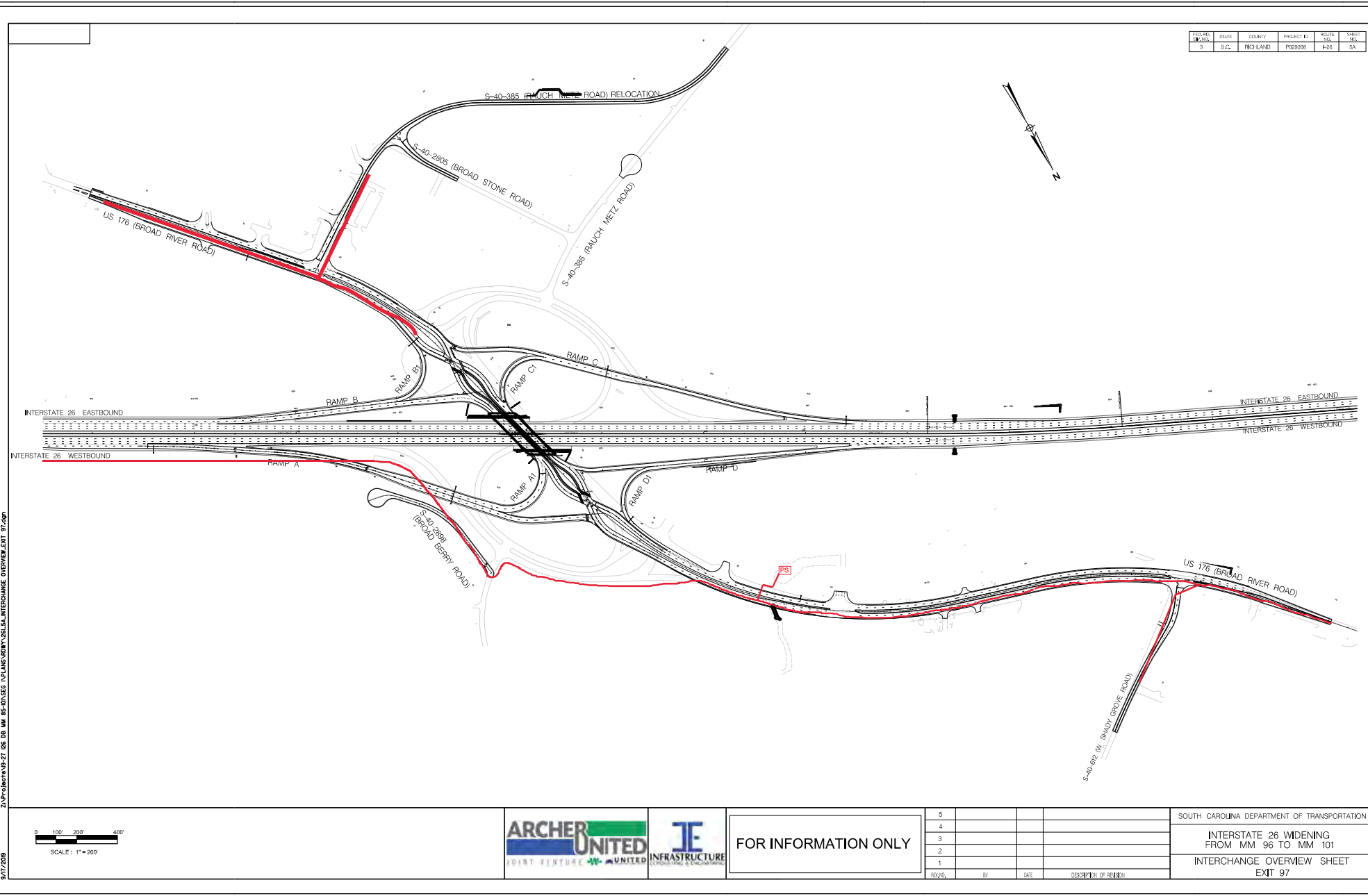
www.scdot.org  
An Equal Opportunity  
Affirmative Action Employer  
855-GO-SCDOT (855-467-2368)

Figure 1: General Layout of the Section of I-26 to be Upgraded and Location of Sewer Main in Conflict



Map data ©2019 1 mi

**Figure 2: Section of Sewer Main to be Relocated**



FED. ACCT.	STATE	COUNTY	PROJECT ID	ROUTE	SHEET
1	S.C.	RICHLAND	P02008	4-26	5A

20\PROJECT\19-27 06 DB MM 05-IND\SEC 1\PLANS\0811\VELLS\INTERCHANGE OVERVIEW 97.dwg  
 5/17/2019

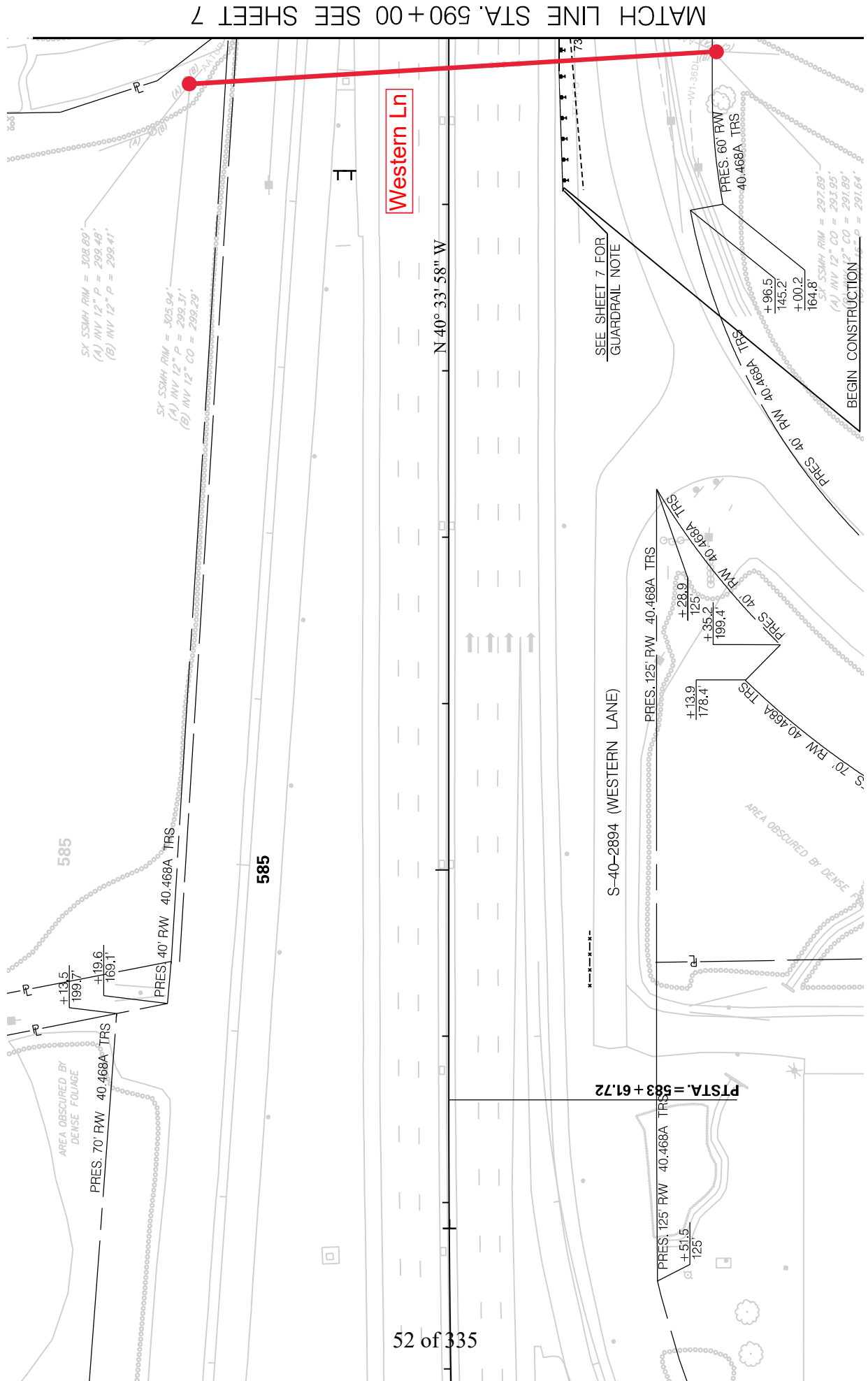


FOR INFORMATION ONLY

5			
4			
3			
2			
1			
REV.	BY	DATE	DESCRIPTION OF REVISION

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
INTERSTATE 26 WIDENING FROM MM 96 TO MM 101
INTERCHANGE OVERVIEW SHEET EXIT 97

**Figure 3: Section of Sewer Main Casing to Extended to ROW**



**Figure 4: Section of Sewer Main Casing to Extended to ROW**

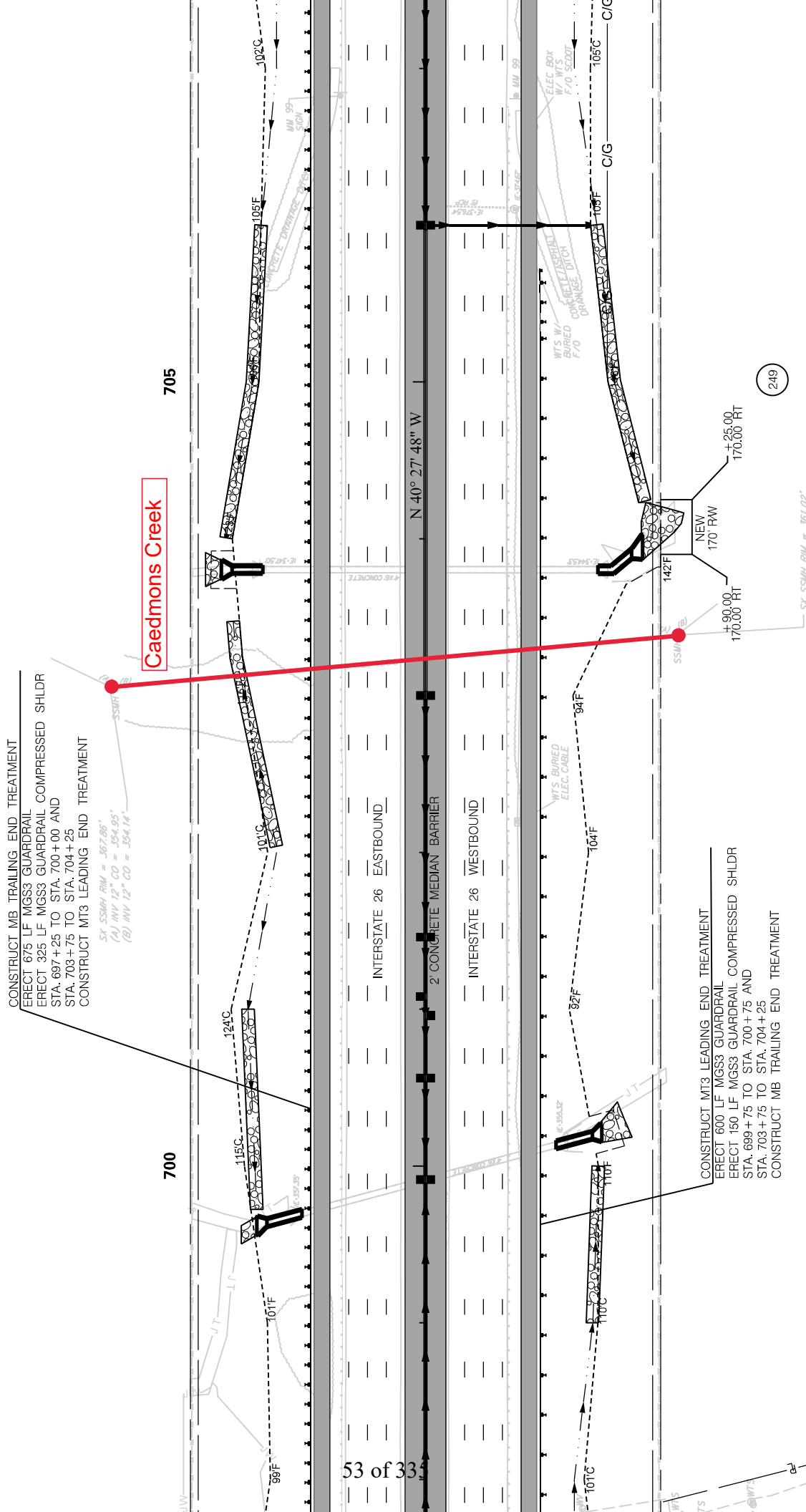
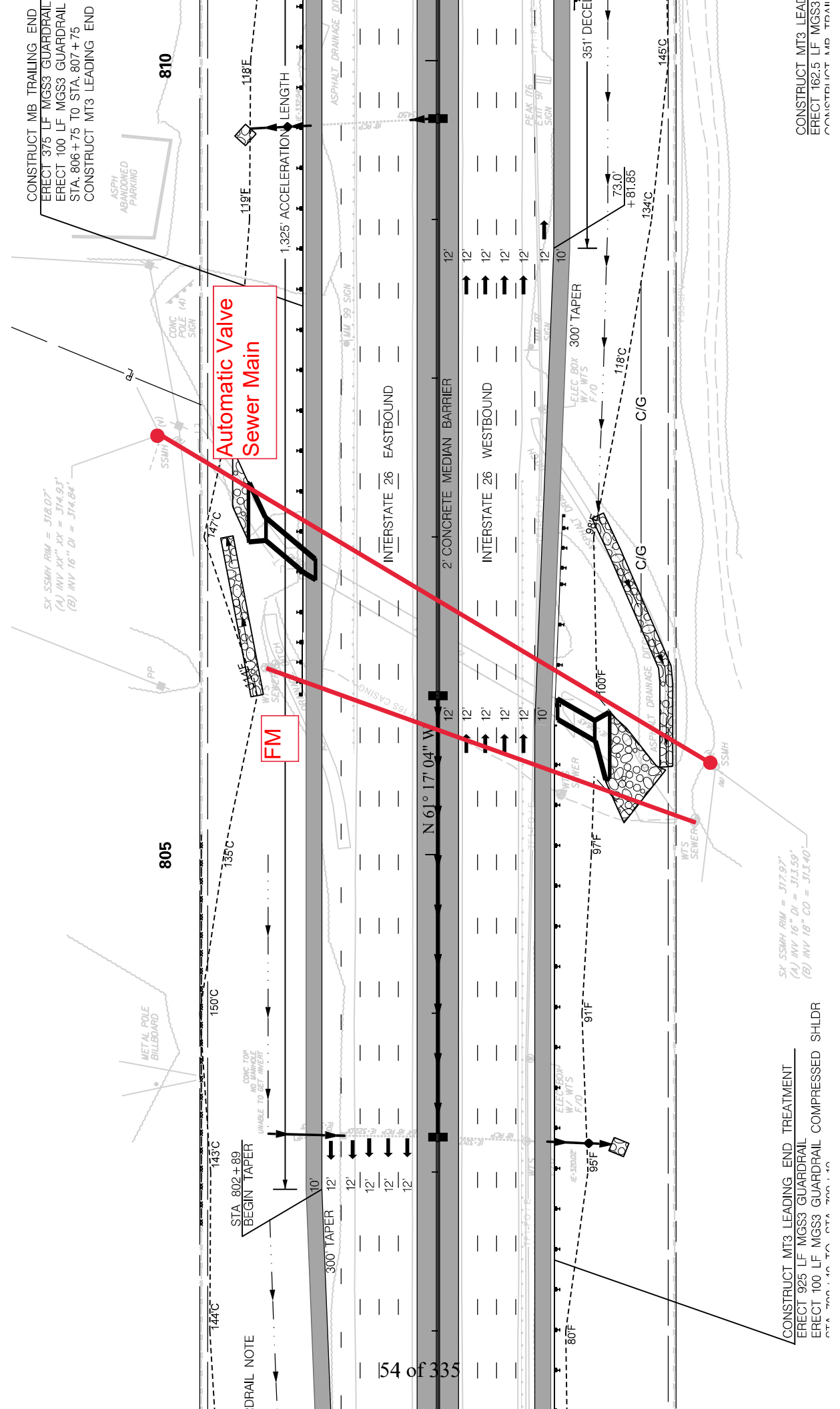
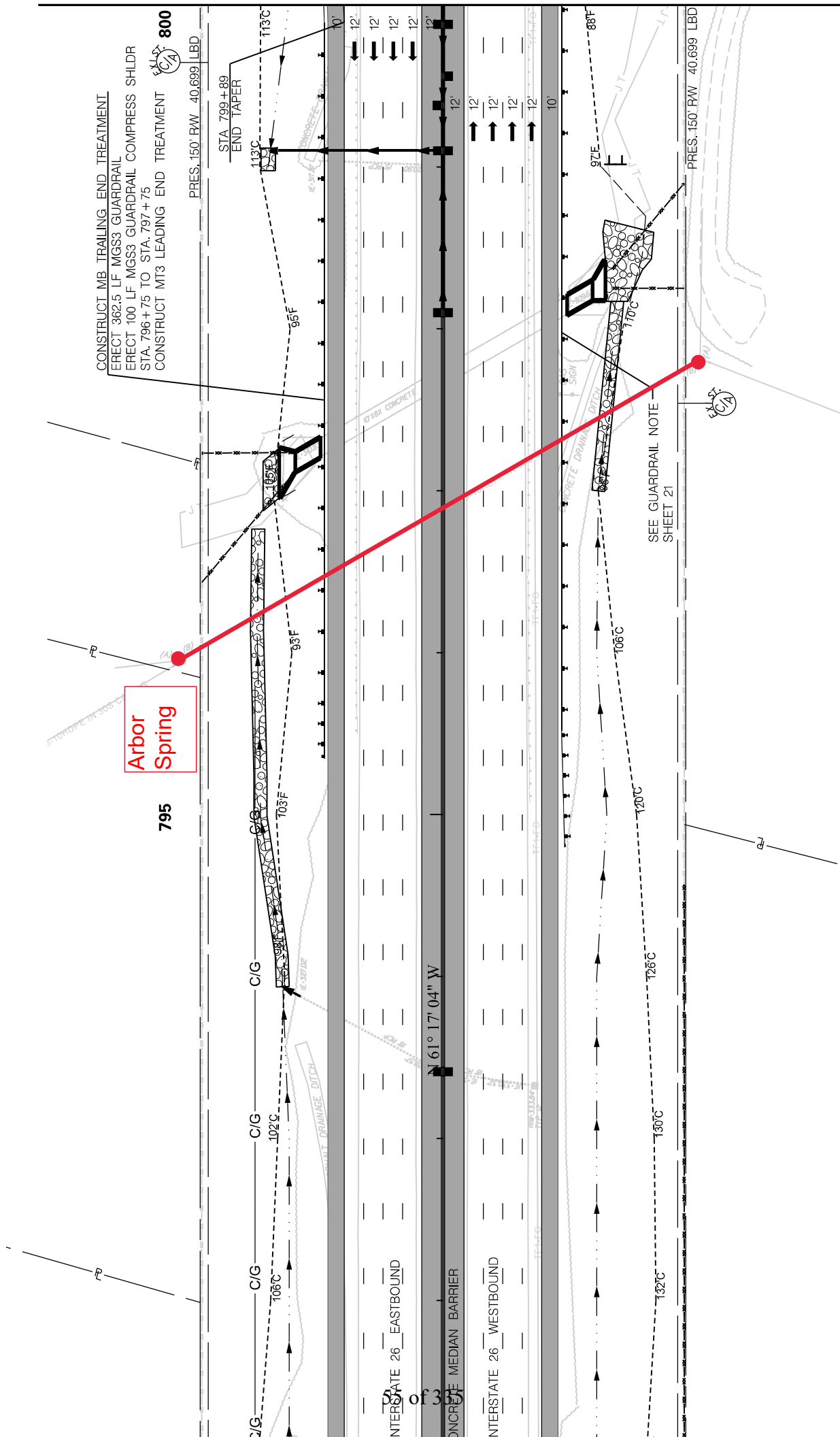


Figure 5 : Section of Sewer Main Casing to Extended to ROW



**Figure 6 : Section of Sewer Main Casing to Extended to ROW**





# Joel E. Wood & Associates, P.L.L.C.

Planning • Engineering • Management

## PROBABLE CONSTRUCTION COST

PROJECT: I-26 SEWER RELOCATION PROJECT #: 190104.3  
 BY: JOEL WOOD DATE: 12/30/19  
 ADD. INFO.: PRE DESIGN COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE		AMOUNT
1	MOBLIZATION	1	LS	\$3,000.00	LS \$3,000.00
2	CLEARING AND GRUBING	1	LS	\$7,000.00	AC \$7,000.00
3	EROSIOIN CONTROL	1	LS	\$16,000.00	AC \$16,000.00
4	MANHOLE 4' DIA	4	EA	\$4,500.00	EA \$18,000.00
5	8" GRAVITY SEWER	120	LF	\$90.00	LF \$10,800.00
6	6" C900 PVC FORCEMAIN	5900	LF	\$60.00	LF \$354,000.00
7	6" COATED DUCTILE IRON PIPE FORCEMAIN	160	LF	\$120.00	LF \$19,200.00
8	BORE AND JACK 18" STEELE CASING WITH 8" RJ COATED DIP	340	LF	\$1,000.00	LF \$340,000.00
9	EXTEND 18" CASING WITH 6" RJ COATED DIP	210	LF	\$1,500.00	EA \$315,000.00
10	AIR VACUUM VALVES	3	EA	\$4,000.00	EA \$12,000.00
11	6' PLUG VALVES	5	EA	\$4,000.00	EA \$20,000.00
12	TIE TO EXISTING LINE	7	EA	\$10,000.00	EA \$70,000.00
13	8"PLUG VALVES	1	EA	\$5,000.00	LS \$5,000.00
14	REMOVE EXISTING VALVE	1	EA	\$6,000.00	EA \$6,000.00
15	MISCELLANEOUS FITTINGS	1	LS	\$15,000.00	LS \$15,000.00
16	TESTING	1	LS	\$20,000.00	EA \$20,000.00
	SUBTOTAL				\$1,231,000.00
1	CONTINGENCY 20%				\$246,200.00
2	CONSTRUCTION TOTAL				\$1,477,200.00
3					
4					
				SHEET TOTAL	<b>\$1,477,200.00</b>





**Joel E. Wood & Associates, P.L.L.C.**  
**Planning • Engineering • Management**

PROJECT: \_\_\_\_\_ PROJECT #: \_\_\_\_\_  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ADD. INFO.: \_\_\_\_\_

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
26	AMOUNT FROM PREVIOUS PAGE			\$1,477,200.00
27				
28	Engineering (Based on Project Total)			\$84,000.00
29	Construction Administration (Based on Project Total)			\$73,000.00
30				
31				
32				
33				
34				
35				
36				
36			SHEET TOTAL	\$1,634,200.00
37				
<b>PROJECT BUDGET</b>				<b>\$1,640,000.00</b>

This is a preliminary construction cost estimate. The client understands that Joel E. Wood & Asscoaites, LLC has no control over the costs or the price of labor, equipment, materials or the contractor's method of pricing, and the opinions of estimated cost provided herein are made on the basis of Joel E. Wood & Associates, LLC qualifications and experience. Joel E. Wood & Associates makes not warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual cost.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Jani Tariq Hussain, Deputy Director

**Department:** Utilities

**Date Prepared:** March 09, 2020

**Meeting Date:** March 24, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 18, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 11, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 12, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Condemning a property for SE Sewer/Water Project		

**Recommended Action:**

Staff recommends the County Council approves condemning the property tax ID R21915-12-02 for the SE Sewer/Water Project to move forward.

**Motion Requested:**

Move to approve the staff's recommendation as noted above.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

There is no associated fiscal impact.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

## Discussion:

The Southeast Sewer Project consists of preparation and submission of plans and specifications for providing sanitary sewer service to a large portion of southeast Richland County. It will be an expansion of Richland County's existing sewer collection system which currently serves the Town of Eastover. The project is necessary to provide access to public sewer service to existing residences, small businesses, government offices, and churches in the southeast area of Richland County which currently does not have access to a public sewer system. Additionally, the project will provide access to public sewer service for up to five (5) existing private wastewater treatment facilities, connecting them to the system and eliminating their current discharges. This will also re-direct the existing wastewater flow to the City of Columbia's system from the residents, schools, and businesses in the vicinity of Garners Ferry Road (US Highway 378) into the County system.

Currently, the project is underway. The bidding of the project has been completed and will be awarding the contract to begin the construction of the sewer collection systems. Richland County Utilities is in process of acquiring all required easement exception of one property. Richland County Utilities, Engineering consultant, and the appraiser have been trying to contact the owner of the property, R21915-12-02, in Quail Creek to request an easement. Below are the steps Utilities took to locating the owner:

- 24 Jan 2020 Legal directed to contact the Assessor's Office. Received the address and contact number.
- 25 Jan 2020 No success with contact number; then visited the address provided by the Assessor's, but it was a rented home in Columbia.
- 28 Jan 2020 Assessor's office informed Utilities the property in question has been delinquent for 11 years.
- 04 Feb 2020 Sherriff's Dept. informed Utilities they cannot assist Utilities using their resources in locating the owner.
- 12 Feb 2020 Treasurer's Office provided a new address and contact number. The new address is in Georgia and the contact number was disconnected. A registered letter was sent to the Georgia address. There has been no response nor a call from the owner.
- 06 March 2020 Contacted Treasurer's Office to confirm the property is not under nor owned by the Richland county Forfeited Land Commission at this time and received the confirmation.

The property is a land-locked property and therefore unable to be forfeited back to the County or sell it. We have used all available resources to contact the property owner without success.

The project requires a twenty-foot wide easement at the edge of this property shown in the map attached. The sewer force main easement through this property is critical to the SE sewer and water project. The appraisal done for this twenty-foot easement is \$100.

## Attachments:

1. Property map





**Agenda Briefing**

**Prepared by:** Christopher S. Eversmann, AAE, Airport General Manager

**Department:** Department of Public Works

**Date Prepared:** March 9, 2020

**Meeting Date:** March 24, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 12, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 12, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 12, 2020
<b>Approved Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	South Carolina Aeronautics Commission (SCAC) Grant Acceptance/ Contract Award		

**Recommended Action:**

Staff recommends that County Council approve the acceptance of a grant from the South Carolina Aeronautics Commission (SCAC) in the amount of \$22,350 for the purpose of repainting the elevated light poles that illumine the aircraft parking apron at the Jim Hamilton – LB Owens Airport (CUB) and that the designated subcontractor be used to perform the work.

**Motion Requested:**

1. Move to approve the acceptance of a grant from the South Carolina Aeronautics Commission (SCAC) in the amount of \$22,350 for the purpose of repainting the elevated light poles that illumine the aircraft parking apron at the Jim Hamilton – LB Owens Airport (CUB) and that the Subcontractor Paint Platoon be awarded the project; or,
2. Move to deny.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

Funds for the 25% required County match are available in the Capital portion of the Airport’s Operating Budget (2170367800-538200). No budget transfer or budget amendment will be required.

**Motion of Origin:**

This is no associated Council motion of origin, but funds were appropriated in the Capital portion of the FY20 Operating Budget.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

### Discussion:

There are eight, metal poles that support the light fixtures that illumine the aircraft parking apron at the Jim Hamilton – LB Owens Airport (CUB). These poles are rusting and in need of repainting as part of routine, cyclical maintenance. The South Carolina Aeronautics Commission has agreed to participate in an airport maintenance project by which they provide 75% of the project cost with the remaining being provided by the Airport Sponsor (Richland County). A copy of the grant offer letter is attached. The project cost is based on a price quote provided by a subcontractor through the State Electrical Contractor, Walker & Whiteside. Efforts to obtain additional price quotes were non-responsive and it is recommended that this subcontractor, Paint Platoon, be used. A copy of the price quote is also attached.

### Attachments:

1. SCAC Grant Offer letter, Project 20-002, of January 29, 2020
2. Price Quote from Walker & Whiteside / Paint Platoon



January 29, 2020

Mr. Chris Eversmann  
Airport Manager  
2020 Hampton Street  
Room 4058  
Columbia, South Carolina 29202

*CSE - 200225*

2553 Airport Boulevard  
West Columbia, SC 29170  
(803) 896-6262  
www.scaeronautics.com

Re: South Carolina Aeronautics Commission  
Project No. 20-002, Jim Hamilton - L.B. Owens Airport

Dear Mr. Eversmann,

**Henry D. McMaster**  
GOVERNOR

**James D. Stephens**  
EXECUTIVE DIRECTOR

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your project application and awarded up to \$22,350 to the Jim Hamilton - L.B. Owens Airport for the painting of the apron light poles. This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

**Aeronautics Commission**

Please execute the enclosed grant agreements and return one original to SCAC at your earliest convenience.

Delphin A. Gantt, Jr.  
CHAIRMAN

This project qualifies for state and local government funds. Project costs and funding are as follows:

Vacant  
DISTRICT 1

State Grant	\$ 22,350
<u>Local Government</u>	<u>\$ 7,450</u>
<b>Total Project Cost</b>	<b>\$ 29,800</b>

David Anderson  
DISTRICT 2

Skeets Cooper  
DISTRICT 3

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to call.

Vacant  
DISTRICT 4

Sincerely,

Charles "Doug" Barnes  
DISTRICT 5

James D. Stephens  
Executive Director

Marco Cavazzoni  
DISTRICT 6

Christopher "Chris" Bethea  
DISTRICT 7

JDS/edt  
Enclosures: Grant  
cc: (email)

- Governor Henry McMaster
- Chairman Delphin A. Gantt, Jr.
- Commissioner David Anderson
- Senator Darrell Jackson
- Senator J. Thomas McElvann
- Senator Richard A. Harpootlian
- Senator Mia S. McLeod
- Senator John L. Scott
- Representative Dr. Jimmy C. Bales
- Representative Nathan Ballentine

- Representative Beth E. Bernstein
- Representative Wendy C. Brawley
- Representative Kembrell H. Garvin
- Representative Kirkman Finlay, III
- Representative Christopher R. Hart
- Representative Leon Howard
- Representative Annie E. McDaniel
- Representative J. Todd Rutherford
- Representative Seth C. Rose
- Representative Ivory T. Thigpen

# WALKER & WHITESIDE, INC.

ELECTRICAL CONTRACTORS  
P.O. BOX 5777  
GREENVILLE, SOUTH CAROLINA  
29606-5777  
864-242-4820

August 27, 2019

Chris Eversmann  
Jim Hamilton – LB Owens Airport  
1400 Jim Hamilton Blvd  
Columbia, SC 29205

Re: Jim Hamilton – LB Owens Airport  
Beacon Tower Relocation

Dear Mr. Eversmann:

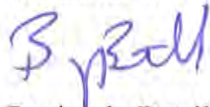
The following is the price for preparing and painting of (4) approximately 60 foot and (4) approximately 40 foot light poles: \$29,800.00.

The scope of Paint Platoon's work is attached

Should you have any further questions, please let us know.

Sincerely,

Walker & Whiteside, Inc.



Benjamin Betsill  
Project Manager





7307 Swan Way • Cary, IL 60013 • Phone/Fax: (847) 639-8800 Toll Free: 800-499-3321  
"Excellence & Service Checkmates Cut Rates!"  
[www.PaintPlatoon.com](http://www.PaintPlatoon.com)

We are pleased to provide you with our proposal including the following sections:

- Section I: Scope of Work
- Section II: Surface Preparation
- Section III: Material Application
- Section IV: Health, Safety and Environment
- Section V: Quality Control and Assurance
- Section VI: Schedule
- Section VII: Clarifications and Requirements
- Section VIII: Insurance
- Section IX: Warranty

### **Section I: Scope of Work**

Prepare all steel surfaces to BY PRESSURE WASH AND SSPC SP3 standard. Apply 1 full coat Amerlock and 1 Full coat Amershield to specified colors.

- A. Protect all surface not being coated
- B. Pressure wash and power tool clean to SSPC SP 3
- C. Prime and coat with 1<sup>st</sup> coat as per specs.
- D. Provide inspection report.
- E. Return area to broom clean condition.
- F. Paint Platoon to supply waste removal.
- G. Area to be free of materials, equipment and other obstacles. To be moved by owner.

### **Section II: Surface Preparation**

Prepare surfaces in a professional manner so as to produce finish work of a quality appearance and durability. Abide by standards set forth by SSPC-Society of Protective Coatings and Painting & Decorating Contractors of America.

Prepare all surfaces as needed to an SSPC- SP 3 defined as commercial media removal of all rust, scale, and paint by power tool cleaning with resultant surface profile.

The inspection parameters for the surface preparation shall be in accordance with The Society of Protective Coatings (SSPC), *SSPC 05-03, Surface Preparation Specifications and Practices, SSPC VIS 3, Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning.*

- Clean areas to SSPC SP 3.
- Solvent Cleaning to SSPC SP-1 as applicable.
- Protect adjacent surfaces, from paint drips or spatter.

*SOCIETY OF PROTECTIVE COATINGS (SSPC) SURFACE PREPARATION STANDARDS*

- Yes  No (SP-1) Solvent Cleaning: Removal of oil, grease, dirt, soil, salts, and contaminants by cleaning with solvent, vapor, alkali, emulsion, or steam.
- Yes  No (SP-2) Hand Tool Cleaning: Removal of loose rust, loose mill scale, and loose paint to degree specified by hand chipping, scraping, sanding, and wire brushing.
- Yes  No (SP-3) Power Tool Cleaning: Removal of loose rust, loose mill scale, and loose paint to a degree specified by tool chipping, scraping, sanding, and wire brushing.
- Yes  No (SP-5) White Metal Blast Cleaning: Removal of all visible rust, mill scale, paint and foreign matter by blast cleaning by wheel or nozzle (dry or wet) using sand, grit, or shot for very corrosive atmospheres where high cost of cleaning is warranted.
- Yes  No (SP-6) Commercial Blast Cleaning: Blast cleaning until at least two-thirds of the surface area is free of all visible residues or rather severe conditions of exposure.
- Yes  No (SP-7) Brush Off Blast Cleaning: Blast cleaning of all surface area except tightly adhering residues of mill scale, rust, and coatings, exposing numerous, evenly distributed flecks of underlying metal.
- Yes  No (SP-10) Near White Blast Cleaning: Blast cleaning nearly to White Metal cleanliness, until at least 95% of the surface area is free of all visible residues for high humidity, chemical atmosphere, marine, or other corrosive environments.
- Yes  No (SP-11) Power Cleaning to Bare Metal: Complete removal of all rust, scale, and paint by power tools with resultant surface profile.

**Section III: Material Application**

Apply high quality professional high performance coating materials. Apply materials evenly and free from defects, so as to produce finish work of a quality appearance and durability.

**Materials:** All Technical Data Sheets and MSDS Sheets will be provided to customer upon request.

AS PER SPECIFICATIONS FEDERAL SPECIFICATIONS.

*Note: All of the above coating systems are high-performance coating systems. Final choice of product will be dependent on availability, job site restrictions and availability of products.*

The inspection parameters for the application of each coat shall be in accordance with SSPC PA-2, *Measurement of Dry Coating Thickness with Magnetic Gages on Ferrous Substrates*.

**NOTE:** We reserve the right to modify the selection of coating manufacturers prior to commencing our field operations as long as they meet or exceed specified coating and meet with customer approval.

#### **Section IV: Health, Safety & Environment**

Our price includes having all our personnel properly trained pursuant to all state and federally mandated OSHA and EPA standards and they will have the necessary PPE and be fully trained and qualified within their respective trades, on the specific equipment they are working with, and the present and potential hazards associated with the industrial environment in which we are working in. Our price does not include the exposure of our personnel, to others or the environment to any previously applied coatings that contain any hazardous materials, including, but not limited to, lead, asbestos or cadmium containing compounds. If the presence of hazardous materials is unknown, we suggest samples of the existing coatings should be taken to ascertain and evaluate the levels, if any, of hazardous substances to insure compliance to all local, state and federal EPA and OSHA regulations. Our price includes all of our field personnel receiving a safety briefing at your location, provided by others to acquaint our staff with the specific health, safety and environmental considerations at the site, if necessary. Our pricing includes the proper handling and disposal of all waste materials we generate on the project in customer provided dumpster.

#### **Section V: Quality Control and Assurance**

This project will be assigned a NACE or SSPC Certified Coating Inspector by Paint Platoon USA for quality control purposes. Our corporate Quality Control (QC) programs are administered on an ongoing basis by a NACE or SSPC Level 3 Certified Coating Inspector. A site-specific inspection plan will be written and presented to you for your consideration and approval prior to the commencement of our scope of work at your written request.

#### **Section VI: Schedule**

Our pricing is based upon one mobilization to the site and continuing to proceed with our work on a full time basis, in one mobilization, until project is completed.

### **Section VII: Clarifications and Requirements**

1. Our standard work hours are Monday thru Friday, 8:00 AM to 4:30 PM but hours may be adjusted at the discretion of contractor to start as early as 6:00 AM and/or finish at sundown.
2. For this project we may be working on Saturday and Sunday to apply coatings.
3. We require an area to store our material and equipment that is protected from the elements.
4. We will require sanitary restroom and break room facilities for our crew.
5. We will leave the site in a broom clean condition.
6. Our price does NOT include the disposal of all of our generated waste materials in dumpsters.
7. Our price does not include repairing any damage to the installed coating system caused by the neglect, abuse or accidents of others.
8. Our price does not provide for the cost of dehumidification equipment, if required.
9. Our price is based on customer providing any heat, lighting, water electricity or any other utilities.

### **Section VIII: Insurance**

We have various levels of insurance as mandated by local, state and federal laws for the various jurisdictions we work in, including general liability, workmen's compensation and automobile coverage. All certificates of insurance will be presented prior to the commencement of our work to meet the minimum project specifications and list additional insured parties, if required.

### **Section IX: Warranty**

Paint Platoon USA warrants that all of our installations shall be free from defects in workmanship for a period of two (2) years after project completion. We expect the lifespan of the project to be significantly longer. Materials have their own warranty.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Ashiya A. Myers, Assistant to the County Administrator

**Department:** Administration

**Date Prepared:** March 09, 2020

**Meeting Date:** March 25, 2020

<b>Legal Review</b>	Larry Smith; Elizabeth McLean, Brad Farrar via email	<b>Date:</b>	April 16, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 17, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 16, 2020
<b>Utilities Review</b>	Tariq Hussain via email	<b>Date:</b>	March 04, 2020
<b>CP&amp;D Review</b>	Clayton Voignier via email	<b>Date:</b>	March 09 ,2020
<b>Operational Services Review</b>	Randy Pruitt via email	<b>Date:</b>	March 02, 2020
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Request to Purchase County Property - TMS# R06400-01-01		

**Recommended Action:**

Staff will respond as directed by the Council relative to this request.

**Motion Requested:**

1. Move to accept the proposed sale of County property identified as TMS# R06400-01-01; or,
2. Move to lease the County property identified as TMS# R06400-01-01; or,
3. Move to deny the request(s).

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

If the County chooses to sell the property, the potential buyer has offered \$80,000. Sale of the property would place it back onto the tax rolls.

Per the Finance Department, the property was sold in a tax sale, and the County had to purchase it back for \$544,520. The asset is carried on the books at the \$544,520; we will be recognizing a loss to the Utilities Fund when sold.

**Motion of Origin:**

“...forward this item back to committee, and report back to Council after the next committee meeting.”

<b>Council Member</b>	Dalhi Myers, District 10
<b>Meeting</b>	Regular Session
<b>Date</b>	November 13, 2018

## Discussion:

The Property Distribution Management Ad Hoc Committee considered this item during the 2018 calendar year. During the subsequent full Council discussion at its November 13, 2018 meeting, the item was forwarded back to the committee; however, the Property Distribution Ad Hoc Committee has not met to consider this item.

The potential buyer, Dr. Chuck Davis, has since inquired with County Administrator Brown as well as Councilmember Joe Walker regarding the County's interest in selling and/or leasing the property.

Operational Services has indicated it has not performed any upkeep on the property.

The Utilities Department has provided the following:

The lagoons (Nicholas Creek Plant) were closed when the Broad River lagoon plant opened in 1990s... The property owner around it has placed a gate to [prevent illegal] dumping. We have not accessed the facility for the last couple of years.

Per the Community Planning & Development department:

This property is in a Special Flood Hazard Area (SFHA) designated as an AE Flood Zone defined as a high-risk flood area subject to inundation by a 1 percent annual chance flood event. This designation means that participation in the National Flood Insurance Program (NFIP) is mandatory and flood insurance is required for any mortgaged structures constructed on the property. In addition to this requirement, other requirements include:

1. The lowest floor elevation must be at or above the Base Flood Elevation (BFE).
2. Enclosed areas below the lowest floor elevation cannot be used for living spaces.
3. Electrical, plumbing and HVAC equipment and other service facilities must be elevated to at or above the BFE.

I am not aware of this property being part of the County's disaster recovery efforts since there does not appear to be any structures currently on the property or recently demolished.

Additional floodplain management restrictions vary depending on the planned use for the property...

Per the County Attorney's Office, they advise "...to include in any contract for the sale of this property that it be sold "as is," and that there be the appropriate language for "de-commissioning of the ponds," as well as language confirming that any purchaser comply with all DHEC and other environmental requirements for land such as this, and indemnifying and holding harmless Richland County for any potential issues a purchaser might encounter associated with this property."

Additionally, a formalized process/policy by which to sale and/or purchase property has yet to be finalized. Staff has sought additional Council member input relative to the process/policy since its consideration during the April 13, 2019 Administration and Finance committee meeting; however, feedback from some members of Council has yet to be received. As such, staff seeks direction from the Council relative to the sale of this property.

## Attachments:

1. Materials from the Property Distribution Management Ad Hoc Committee
  - a. Briefing Document
  - b. Report of Actions from November 05, 2018 Committee meeting
2. Summary of previous Council Actions
3. Correspondence from Dr. Chuck Davis
4. Property Information
  - a. Map
  - b. GeoInfo
  - c. County commission property appraisal
  - d. Cruise Survey (forestry value)

## Briefing Document

### Agenda Item: Proposed Sale of 26.5 acre tract at the North End of Paso Fino Drive to Dr. Chuck Davis

#### Background

In 2017, Dr. Chuck Davis expressed an interest in purchasing a 26.5 acre parcel of land from the county known as the Paso Fino Tract near the north side of Harbison State Forest (Parcel R06400-01-01). The County has owned the property since 1995 and contains two (2) inactive waste treatment ponds on the parcel. On September 25 2017, Dr. Davis sent a letter of intent and offer, expressing his desire to purchase the property. As part of the correspondence, an appraisal was provided. At the Council meeting on October 3, 2017 the Council accepted the LOI for the parcel and directed staff to place this item on the next Council agenda for first reading approval of the deed ordinance. In January of 2018, the County had its own appraisal performed which indicated a higher appraisal than the one submitted by Dr. Davis. At this point the transaction was suspended; however, Dr. Davis is still interested in purchasing the property.

#### Issues

There is no planned county use for this property. The deferment in executing this transaction stemmed from the difference in the appraisals. The potential buyer claims there is a great deal of work that will need to occur to the property to restore it closer to its natural state. This work includes removal of the abandoned treatment pond liners, removing/demolishing structures on the property, and removal of trash. This is the reason for asking a lower price.

The county could use its own resources to perform the work needed to “clean up” the property for sale. This would likely not cost as much as the difference between the County’s assessment and the potential buyers assessment.

#### Fiscal Impact

The sale of the property would put it back on the tax rolls.

#### Past Legislative Actions

Sept 12<sup>th</sup> Special Called Meeting: Mr. Malinowski moved, seconded by Ms. McBride, to direct the Administrator to proceed with a letter of intent on the property discussed in Executive Session. The vote in favor was unanimous. (Executive Session)

October 3<sup>rd</sup> Regular Session: Mr. Malinowski moved, seconded by Mr. Manning, to direct staff to place this item on the next Council agenda. The vote in favor was unanimous.

#### Alternatives/Solutions

1. Do not sell the property and retrain for future use
2. Sell the property and relieve the county of any future liability connected with the property.

#### Staff Recommendation

The staff recommends selling the property as it at the asking price.



**Actions Report of the Property Distribution Management Ad Hoc Committee  
November 5, 2018 – 11:30 AM  
4th Floor Conference Room**

**#4: Department of Juvenile Justice- Report on Staff Recommendations**

**Committee Action:** This item was held in Committee pending further information from staff. Staff was directed to meet with the Clerk of Court and DJJ by November 9 to conclude the matter of space needs and DJJ presence in the courthouse. Staff is to report to the Committee.

1. Staff met with DJJ and the Clerk of Court on November 7 in the 4<sup>th</sup> floor conference room. In attendance were Clerk of Court McBride, Ms. McDaniels and Ms. Pierson on behalf of DJJ, and County Staff.
2. DJJ favors using the County's 144 Oneil Court property as a long-term solution to address their space needs.
3. The Clerk of Court has agreed to allow DJJ personnel to remain in the Courthouse no later than March 31, 2019, to allow the County to up-fit the Oneil Court property and for DJJ to begin procurement actions for relocating their server and network.
4. County Staff will submit a recommendation at the next Property Distribution Management Ad Hoc Committee asking permission to up-fit the Oneil Court property for use by DJJ. This request will include a cost estimate.

**#5: Richland Library Request to use the Old Antique Mall Parking Lot**

**Committee Action:** The Committee recommended that Council authorize Staff to draft a lease agreement with the Richland County Library for their use of the parking area on the south side of the Old Antique Mall Property located at 2956 Broad River Road.

**#6. Report on the use of possible use of the Brookfield Drive property (donation from RSD Two near Richland Northeast High School) for a new Dentsville Magistrate facility**

**Committee Action:** This item was held in Committee. The Committee directed staff was explore potential uses of the property per the Decker Blvd / Woodfield Park Neighborhood Master Plan and report back to the Committee. (Neighborhood Planning Areas and Comprehensive Plan)

**Executive Session Items**

**#7: Update on Paso Fino Property divestiture**

**Committee Action:** The Committee recommended that Council authorize staff to sell the property to the interested party as is for the agreed upon amount of \$80,000.

**#8: Report on Potential Northwest Recycling Center Property (13.46 +/- acres near Dreher Shoals Rd)**

**Committee Action:** The Committee recommended that Council not move forward with the purchase of the property

**#9: Inquiry from party interested in purchase of Sear and/or Dillard's property**

**Committee Action:** The Committee recommended that Council direct staff to communicate with the interested party that the County does not intend not to sell either of the two properties at Columbia Place Mall.

**Property Distribution Management Ad Hoc Committee  
September 18, 2018**

Proposed Sale of 26.5 Acre Tract at the North end of Paso Fino Drive to Dr. Chuck Davis

***The Committee went into Executive Session at approximately 11:17 PM and came out at approximately 11:29 PM.***

Ms. McBride moved, seconded by Mr. C. Jackson, to accept the recommendation of staff to counter offer the appraised value. The vote in favor was unanimous.

**Special Called  
October 16, 2018**

Report back on the proposed sale of 26.5-acre tract at the north end of Paso Fino Drive – Ms. Myers moved, seconded by Mr. Livingston, to defer this item until the next Property Distribution Management Ad Hoc Committee meeting, and then report back to Council.

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

The vote in favor was unanimous.

**Property Distribution Management Ad Hoc Committee  
November 5, 2018**

Update on Paso Fino Property divestiture – Mr. C. Jackson moved, seconded by Ms. Myers, to accept staff's recommendation and sell the property as is. The vote in favor was unanimous.

**Regular Session  
November 13, 2018**

Update on Paso Fino Property divestiture – Ms. Myers moved, seconded by Mr. Livingston, to forward this item back to committee, and report back to Council after the next committee meeting.

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

Abstain: Manning

The vote in favor was unanimous with Mr. Manning abstaining from the vote.

To whom it may concern,

The property I am interested in purchasing borders my small farm on the Broad River. The tract is 26 acres of swamp and was once a waste water treatment plant. This treatment plant has not been used for approximately 20 years and currently consists of two small holding ponds and the adjoining 21 acres. When I purchased my farm three years ago, the 26 acre tract was covered with trash. It was quite an eyesore and I have had four dump trucks worth of trash hauled off of the property. I approached Mr. Gerald Seals 2 1/2 years ago regarding a long-term lease on the property. He suggested that I purchase the property and therefore I had it appraised and submitted an offer for the appraised value. This was reportedly presented to Council 2 to 3 times by the County Council property committee. I was told that each time it was sent back to the committee for them to come up with a detailed

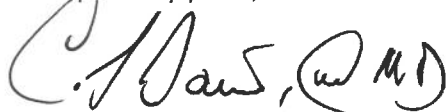
Plan for disposing of county property.

I then met with Mr. Leonardo Brown after he became the County Administrator and presented him with all of the information including maps and detailed information about the tract along with my proposed offer. He was to take this to County Council. This was approximately six months ago. I was then advised by a member of County Council to submit a formal contract for the property. I am therefore submitting contracts to the County Council attorney, the chairwoman of the Property Committee and Mr. Leonardo Brown.

I sincerely believe that taking the property off of the county's hands would decrease your liability as there are two open ponds on the site.

My first choice would be to purchase the property. However, if the county is not yet ready to dispose of this tract, I would ask that you consider offering me a long-term lease on the property with an option to purchase if and when a mechanism is in place for disposing of county property. Naturally, I would assume any and all liability associated with this property during the tenure of the lease.

Respectfully yours,

A handwritten signature in black ink that reads "C. S. Davis, III MD". The signature is written in a cursive style with a large initial "C" and "S".

Clarence S. Davis, III MD

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF RICHLAND )

AGREEMENT TO SELL AND  
PURCHASE REAL ESTATE

THIS AGREEMENT TO SELL AND PURCHASE REAL ESTATE ("Agreement") is made and entered into this 25<sup>th</sup> day of Feb, 2020 by and between RICHLAND COUNTY, SOUTH CAROLINA (hereinafter referred to as "Seller"), whose address is C/O Richland County Attorney, Post Office Box 192, Columbia, South Carolina 29202, and CLARENCE S. DAVIS, III or his assign (hereinafter referred to as "Purchaser"), whose address is 627 Spring Lake Road, Columbia, South Carolina 29206.

W I T N E S S E T H :

THAT WHEREAS, the Seller has represented to the Purchaser that it is the owner of the Property hereinafter described; and

WHEREAS, the Purchaser does hereby agree to purchase the Property hereinafter described, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

(1) **DESCRIPTION:** The property which is to be purchased by the Purchaser is located in the County of Richland, State of South Carolina and briefly as follows: All that certain piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, containing approximately 26.50 Acres and shown as TMS No. R06400-01-01 on the Richland County Tax Map records (hereinafter the "Property"). The Property shall also include all improvements and all plants, trees and shrubbery now on the Property, and all rights, privileges, easements and appurtenances to the Property owned by the Seller and utilized in connection with the Property.

(2) **SURVEY:** The Purchaser, at Purchaser's option and expense, may obtain a survey showing the Property indicated in Paragraph (1) above. The survey shall be prepared in a manner so as to satisfy the Purchaser's title insurance company, and make possible the issuance of title insurance, including survey coverage so as to satisfy the Purchaser.

The Purchaser shall have until Closing (as hereinafter defined) within which to examine title and obtain and approve such survey, and title and such survey shall be deemed to be satisfactory unless the Purchaser gives notice to the Seller of any title or survey problems. The Seller shall have Fifteen (15) days

after receipt of such notice within which to attempt to or elect not to cure such title or survey problem(s). If such title or survey problem(s) render title to the Property unmarketable and is/are not cured within such period, the Purchaser shall have the right to terminate this Agreement by giving notice to the Seller, and upon such termination the Purchaser shall be entitled to a refund of any deposit, if any, paid by the Purchaser hereunder, with neither party having any other rights or obligations under this Agreement thereafter. Seller shall be under no obligation to cure. Purchaser shall provide a copy of the survey to Seller for its approval and if approved by Seller, this survey will be used to describe the Property in the deed.

(3) **SELLER'S WARRANTIES OF TITLE:** Seller warrants and covenants that it is seized of the Property in fee and has sufficient title to convey the same in fee simple; that the Property is free of encumbrances and is subject only to easements, restrictions and other matters of record, including those shown on plats, which do not make the Property unmarketable, and the lien of property taxes for the current year.

The Seller agrees that it will convey the Property to the Purchaser by limited warranty deed containing covenants of title satisfactory to the Purchaser, which covenants of title shall state that the Seller is seized of the Property in fee, and that the Seller has bargained, sold and conveyed unto the Purchaser, its successors and assigns, the title to the Property in fee simple; that the Property is free from encumbrances (but subject to easements, restrictions and other matters of record, including those shown on plats, and the lien of property taxes for the current year).

(4) **PURCHASE PRICE:** The purchase price for the Property shall be for the total consideration of Eighty Thousand and no/100 (\$80,000.00) Dollars, which shall be paid as follows: \$1,000.00, as earnest money (the "**Earnest Money**"), paid herewith by Purchaser to Frank E. Robinson, II, of the law firm of Richardson, Plowden and Robinson, P.A., whose address is 1900 Barnwell Street, Columbia, South Carolina 29201 (the "**Escrow Agent**") to be held in escrow and applied to the purchase price at closing, and the balance, due and payable at closing. The Escrow Agent shall hold the Earnest Money in a non-interest bearing account in a federally insured bank in Columbia, South Carolina. All funds held by the Escrow Agent shall be held in trust. The Earnest Money shall be held pursuant to the Escrow Instructions attached hereto as **Exhibit "A"**. All payments by Purchaser shall be in the form of immediately available funds by bank wire transfer.

(5) **CLOSING:** Seller shall convey the Property to the Purchaser on or before the later of June 1, 2020 or 60 days from the date of final execution of this Agreement by the Seller (the "**Closing Date**" or "**Closing**"). The Closing shall take place at the

Office of Frank E. Robinson, II, of the law firm of Richardson, Plowden and Robinson, P.A., 1900 Barnwell Street, Columbia, South Carolina 29201 or such other place as may be mutually agreed to by the parties.

(6) PURCHASER'S REQUIREMENTS: Purchaser shall be under no obligation to consummate this Agreement unless and until each of the following requirements of the Purchaser is satisfied. The decision as to whether the requirements have been fulfilled shall be the sole decision of the Purchaser, in the discretion of the Purchaser, with the Purchaser's decision being final and binding upon both parties. The Purchaser shall have until the Closing Date to notify the Seller of its cancellation of this Agreement due to a failure of fulfillment of any of the requirements. If Purchaser so elects to terminate due to failure to fulfill the requirements or any one of the requirements, the Escrow Agent shall be obligated to return to the Purchaser all Earnest Money paid hereunder, with neither party having any other rights or obligations under this Agreement.

#### REQUIREMENTS TO BE ACCOMPLISHED

(a) Purchaser shall have the title to the Property examined to determine that the title is marketable and that there are no liens, restrictions or encumbrances affecting the title which are objectionable.

(b) The Purchaser shall be under no obligation to purchase the Property from the Seller unless the Purchaser can obtain from a title insurance company of its choice, at its regular rates, satisfactory title insurance for the subject property. The Purchaser's decision as to whether "satisfactory" title insurance can be obtained shall be final and shall not be subject to question by the Seller. The Seller shall reasonably cooperate with the Purchaser in helping the Purchaser to eliminate such exceptions from the Purchaser's title insurance binder as the Purchaser may desire eliminated, and further, the Seller shall reasonably cooperate with the Purchaser in order for all requirements of closing outlined in the Purchaser's title insurance binder to be accomplished in all respects.

To the extent Seller is in possession of the same, the Seller shall, within 5 days from the final execution date of this Agreement, furnish to the Purchaser with the following:

(i) any existing title insurance policies or abstracts of title, surveys or other documents in its possession that will facilitate obtaining of title insurance.

(c) The Property must have available suitable and adequate utilities, including by way of illustration and not limitation,

electricity, gas, water, sewer, telephone and storm drainage service and must have available suitable fire and police protection.

(d) The Property must have suitable ingress and egress to and from Lost Creek Drive.

(e) Any and all soil reports, environmental tests, etc. conducted on the Property by the Purchaser, shall be at the Purchaser's expense. The Seller hereby grants permission to the Purchaser and/or its agents to enter on the Property to conduct any soil reports, environmental tests, etc. Any damages caused by Purchaser or its agents shall be promptly repaired and restored by Purchaser. The results of any such tests and investigations, and the agreement as more specifically described in Paragraph (11) below, must be satisfactory to the Purchaser.

Notwithstanding anything contained herein to the contrary, the parties agree that the items set out above must remain in effect as of the Closing Date.

It is understood and agreed to by the parties hereto that all of the above requirements must be met and approved by Purchaser by the Closing Date.

(7) POSSESSION: Purchaser shall be given sole and exclusive possession of the Property at such time as a limited warranty deed satisfactory to the Purchaser is delivered by the Seller to the Purchaser conveying the Property in fee simple to the Purchaser and Purchaser pays the remaining balance of the purchase price as described in Paragraph (4) of this Agreement. Seller will also deliver to the Purchaser the following:

- (i) Duly executed Affidavits reasonably required by the title insurance company;
- (ii) Duly executed Certificate of Non-Foreign Status (FIRPTA) and Residency Affidavit; and
- (iii) Any other documents required by Purchaser or Purchaser's counsel or the title insurance company.

(8) CLOSING COSTS: The Seller is to pay for the preparation of the deed conveying the Property to the Purchaser. In addition, the Seller shall have the responsibility of paying all state or county transfer taxes and documentary stamps (if any), and other normal and customary Seller closing costs. All unpaid ad valorem taxes and other pro-ratable items (such as rent, utilities, etc.) shall be prorated between the Seller and the Purchaser as of the Closing Date.



(9) All references herein to Purchaser and Seller shall include their respective heirs, successors or assigns.

(10) REMEDIES FOR BREACH: In the event all of the requirements or conditions of Purchaser's obligations hereunder are met or waived by the Purchaser, and Purchaser shall refuse to close, Seller shall be entitled to retain all Earnest Money paid by Purchaser, as liquidated damages, and Purchaser shall have no further liability hereunder.

In the event of a default or breach of this Agreement on behalf of the Seller, Purchaser shall be entitled to receive a refund of all Earnest Money paid hereunder, and any additions thereto, paid by the Purchaser to the Escrow Agent and to pursue an all available legal and equitable remedies including an action for damages and/or specific performance.

In the event any litigation is commenced because of a default or breach under this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and court costs from the losing party.

(11) ENVIRONMENTAL MATTERS:

(a) Seller represents that, to the best of Seller's knowledge, the Property, and its existing uses and its prior uses, comply and have at all times complied with, and Seller is not in violation of, and had not violated and knows of no violations by prior owners or any other party, in connection with all applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, licenses or permits, nor has Seller received and Seller does not know of any facts, circumstances, notices, governmental or judicial proceedings or investigations related to any such violations or possible violations or other circumstances related matters, and;

(b) To the best of Seller's knowledge, no Hazardous Materials (as defined by any applicable past or present governmental regulation, law, rule or ordinance) has been released into the environment, or deposited, discharged, placed or disposed at, on or near the Property, and;

(c) To the best of Seller's knowledge, the Property has not been used at any time by any person or entity as a landfill or a waste disposal site, and;

(d) To the best of Seller's knowledge, there are no PCB contaminations, underground storage tanks, or environmental related monitoring wells on or about the Property, and;

(e) The Seller hereby grants Purchaser permission to conduct an environmental audit of the Property during the Due

Diligence Period, as it may be extended. This environmental audit shall be paid for by the Purchaser, and;

(f) If the audit reveals any environmental problems, or the need for further testing or inspection, then the Purchaser, at its sole option, (i) may proceed to Closing without further testing or remediation or (ii) may elect to terminate this Agreement and have its Earnest Money deposits refunded, and neither party shall have any further obligations or rights hereunder, except for indemnities and obligations as may be specified elsewhere within this Agreement. Purchaser shall have until the end of the Due Diligence Period, as it may be extended, to submit notice in writing to Seller of such unacceptable environmental problems and its intentions to move to Closing or terminate the Agreement.

(12) BROKERAGE COMMISSION: The parties hereto represent and warrant to each other that they have had no contact or involvement with any real estate agent or other intermediary in connection with this transaction that would be entitled to receive a commission or any type payment. Each party agrees to indemnify and hold the other party harmless from any inaccuracy in this representation and warranty.

(13) NOTICES: Any notices given pursuant to this Agreement shall be in writing and shall be either (i) delivered personally, (ii) sent by registered or certified mail, return receipt requested, or (iii) delivered by one of the overnight air courier services known as Federal Express, Express Mail or UPS, or (iv) e-mailed. Notices shall be deemed given (a) three (3) business days after deposit, if sent by registered or certified mail, return receipt requested, or (b) one (1) Business Day after deposit, if sent overnight delivery by one of the aforesaid air carrier courier services, or (c) same day if delivered personally or e-mailed (with evidence of date and time of said e-mail). All such notices shall be addressed to the respective parties at the respective address or addresses set forth below:

**To Seller:** Richland County, South Carolina  
Attn: \_\_\_\_\_  
2020 Hampton Street  
Columbia, South Carolina 29201  
Telephone Number: (803) \_\_\_\_-\_\_\_\_  
e-mail: \_\_\_\_\_

**To Purchaser:** Clarence S. Davis, III  
627 Spring Lake Road  
Columbia, South Carolina 29206  
Telephone Number: (803) 518-1360  
e-mail: csdavis76@yahoo.com

with copy to: Richardson Plowden and Robinson, P.A.  
Attention: Frank E. Robinson, II  
1900 Barnwell Street  
Columbia, South Carolina 29201  
Telephone Number: (803) 576-3723  
e-mail: frobinson@richardsonplowden.com

To Escrow  
Agent: Frank E. Robinson, II  
Richardson Plowden and Robinson, P.A.  
1900 Barnwell Street  
Columbia, South Carolina 29201  
Telephone Number: (803) 576-3723  
e-mail: frobinson@richardsonplowden.com

(14) WHOLE AGREEMENT: This Agreement shall constitute the entire agreement between the parties and no prior verbal or written agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties or their agents in order for the same to be binding upon the parties.

(15) COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

(16) ASSIGNMENT: Purchaser shall have the right to assign this Agreement in whole or in part in its sole discretion so long as Purchaser remains liable hereunder.

(17) EFFECTIVE DATE: The effective date of this Agreement shall be the date on which this Agreement is fully and finally executed by both the Purchaser and Seller.

IN WITNESS WHEREOF, the Seller and Purchaser have executed or caused these presents to be executed by their authorized signatory(ies), the day and year first above written.

Signed, Sealed and Delivered **SELLER:**  
in the presence of: RICHLAND COUNTY, SOUTH CAROLINA

Witness #1 \_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Witness #2 \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_

Signed, Sealed and Delivered  
in the presence of:

PURCHASER:

Delain Bata

Witness #1

Witness #2

Clarence S. Davis, III

Clarence S. Davis, III

(SEAL)

Dated:

2/25

, 2020

**EXHIBIT "A"**  
**ESCROW INSTRUCTIONS**

1. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses, or expenses, including, without limitation, (i) any action taken or omitted upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this agreement; or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this agreement. Escrow Agent may rely upon any instrument, pursuant to clause (ii) in the preceding sentence, as being duly executed, valid, and effective, and as containing accurate information and genuine signatures. Escrow Agent reserves the right to require a written agreement signed by Seller and Purchaser prior to disbursing any funds hereunder.

2. Notwithstanding anything in this agreement to the contrary, in the event of a dispute between Seller and Purchaser arising prior to or at the time of the delivery or other disposition of the Earnest Money by Escrow Agent pursuant hereto, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Earnest Money into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's determination of whether a dispute exists between Seller and Purchaser shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All costs and expenses incurred by Escrow Agent in taking any action pursuant to this paragraph shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph.

3. Purchaser and Seller shall, and do hereby, jointly and severally indemnify, defend, and hold Escrow Agent harmless from, against, and in respect of: (i) any and all demands, judgments, expenses, costs, losses, injuries, or claims of any kind whatsoever whether existing on the date hereof or hereafter arising, incurred by Escrow Agent by reason of, from, or in connection with this agreement or any action taken or not taken by Escrow Agent under or in connection with this agreement; and (ii) any and all counsel fees, expenses, disbursements of counsel, amounts of judgments, demands, assessments, costs, fines, or penalties, and amounts paid in compromise or settlement, incurred or sustained by Escrow Agent by reason of, in connection with, or as a result of any claim, demand, action, suit, investigation, or proceeding (or any appeal thereof or relating thereto or other review thereof) incident to the matters covered by the immediately preceding clause (i).

4. If Escrow Agent shall notify Seller and Purchaser of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Earnest Money to a successor escrow agent designated by Seller and Purchaser. If Seller and Purchaser shall fail to agree upon and designate a successor escrow agent within ten (10) days after having been requested by Escrow Agent to do so, then Escrow Agent shall in its discretion designate the successor escrow agent. The successor escrow agent designated by Seller and Purchaser or by Escrow Agent, as the case may be, shall be a bank or trust company having trust powers in good standing and located in Columbia, South Carolina, and shall agree to be bound by all the terms and conditions of this agreement. Immediately upon agreement by the successor escrow agent to be bound by all the terms and conditions of this agreement, the original Escrow Agent shall be relieved of any and all duties and liabilities under or in connection with this agreement; provided, however, that no successor escrow agent shall assume any liability for the acts or omissions of its predecessor escrow agent(s) hereunder.

5. The agency created in Escrow Agent hereby is coupled with an interest of Seller and Purchaser and shall be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Purchaser. This escrow shall not be revoked or terminated by reason of the death, incompetency, dissolution, or liquidation of Seller or Purchaser, but shall continue to be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Purchaser in the manner provided herein. In the event of the death, incompetency, dissolution, or liquidation of Seller or Purchaser, Escrow Agent may rely and act upon any notices permitted or required to be given hereunder from any person, firm, partnership, or corporation believed by Escrow Agent in good faith to be the heir, successor, legal representative or assign of such dissolved or liquidated party.

6. The address for the receipt of notices and other communications by Escrow Agent hereunder is as follows:

Frank E. Robinson, II  
Richardson Plowden and Robinson, P.A.  
1900 Barnwell Street  
Columbia, South Carolina 29201  
Telephone Number: (803) 576-3723  
e-mail: frobinson@richardsonplowden.com

7. Seller hereby expressly consents to Escrow Agent's acting both as legal counsel for Purchaser and as Escrow Agent hereunder, including, without limitation, in connection with any dispute regarding the disbursement of the Earnest Money hereunder.

\* Would like to purchase property across the river from my farm and place in conservation easement, so it will never be cut.

Tract is approx. 140 acres.

### \* Advantages to County

1.  $\approx$  \$400,000 in revenue (has not been appraised)
2. Would be protected in perpetuity.
3. I would sign a hold harmless agreement for any current or future contamination from lead fill.
4. Sheriff Lott hunts on the property and could continue to do so. (His daughter work @ Lex. Med. Ctr. & me)
5. ✓'s liability to County for any injuries on the property.

\* Property has no development potential, due to its adjoining the lead fill & being in flood plain.

# Richland County, SC, Internet Mapping <sup>0.x</sup>

R06700-01-11  
MONTGOMERY RD



Legend

Pointer: 34.1472931, -81.1365652

1000 ft

Leaflet | Map produced by RC GIS Dept, Map data © Richland County SC, Satellite basemap © Google

www.richlandmaps.com/apps/dataviewer/?lat=34.13554&lon=-81.11451&zoom=15&base=aerial&expanded=53759152088118518138669139665&layers=3... 1/1

Parcel # - R06500-01-01

Address - S/S Landfill Rd

> County  
Landfill

\* I am interested in hatched ~~8888332~~, between railroad track + river.



1. Purchased my tract 3 yrs. ago.
2. Old water treatment plant beside my tract. Got County permission close road & gate it.
  1. Used as place for drugs, drinking, & dumping trash for years.
  2. Public liability to County.
  3. Richland County Sheriff's Dept. no longer has to patrol.
  4. Other landowners were in favor!
  5. I have had 4 trucks of trash hauled off @ my expense.

3. Approached Gerald Seals 2 yrs. ago about long term lease. He suggested I purchase the property. I had it appraised (\$80,000) & made an offer. Property Committee approved & took it to the full Council 3-4 times. Council kept sending it back for the committee to develop detailed plan for selling property. This has been going on for 1 1/2 yrs.

- I would like to lease (long term) or purchase.
- I would clean up all remaining trash & fill pit

\* It is still a liability to County.

- 2 open ponds

- 12' deep concrete baffled pit.

C.S. Davis, III MD (Chuck) 803-518-1760

891 of 335 76@yzhoo.com

# Richland County, SC, Internet Mapping<sup>0.x</sup>



**Legend**

Pointer: 34.1247548, -81.1418438

Leaflet | Map produced by RC GIS Dept, Map data © Richland County SC, Satellite basemap © Google

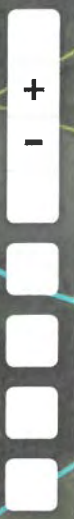
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Parcel# - R05200-05-01

Address - NW/5 Paso Fino Dr.

> My property (114 acres)

# Richland County, SC, Internet Mapping <sup>0.x</sup>



**Legend**

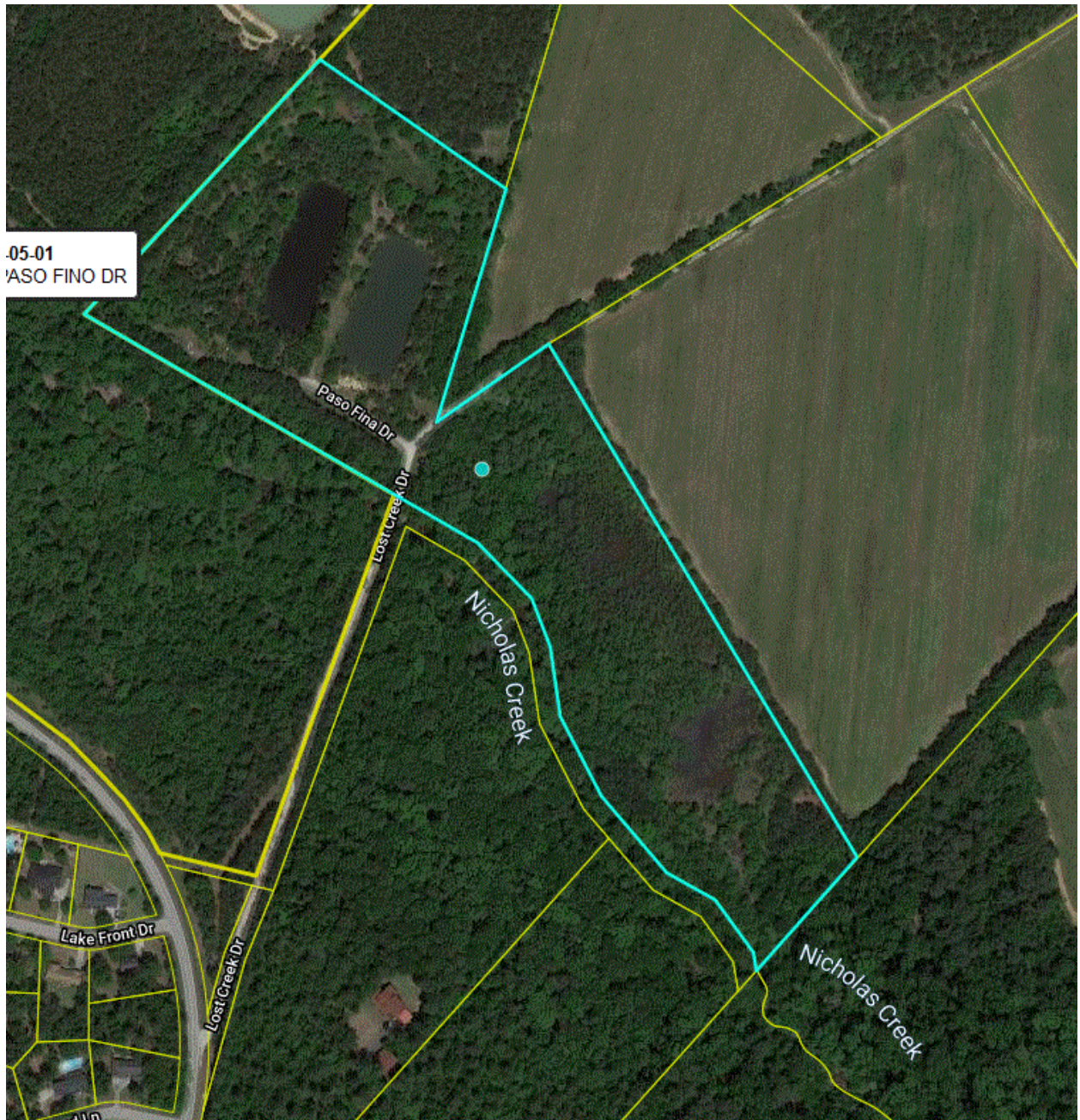
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Leaflet | Map produced by RC GIS Dept, Map data © Richland County SC, Satellite basemap © Google

[www.richlandmaps.com/apps/dataviewer/?lat=34.11657&lon=-81.12906&zoom=16&base=aerial&expanded=5375915208818518138669139665&layers=3...](http://www.richlandmaps.com/apps/dataviewer/?lat=34.11657&lon=-81.12906&zoom=16&base=aerial&expanded=5375915208818518138669139665&layers=3...) 1/1

Parcel# - R06400-01-01 } County Parcel (26 acres)  
 Address - NE/S Lykes Ln.





05-01  
PASO FINO DR

NE/S LYKES LN | R06400-01-01

Print



Address

Address	NE/S LYKES LN
Municipality	Unincorporated
School District	Lex/Rich School District 5
Garbage Coll. Day	Tuesday
Recycling Coll. Day	Tuesday EOW-B
Yard Trash Coll. Day	Tuesday
Latitude	0.00000
Longitude	0.00000
Elevation	170 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$75,897	\$60,858	\$40,842
Avg Home Value	\$159,100	\$117,900	\$73,600
Pop. Density (/sqmi)	0	0	26

Property

TMS	R06400-01-01
Owner	RICHLAND COUNTY
Beds	0.0
Baths	0.0
Heated Sqft	0
Year Built	
Tax District	6UD
Land Value	\$265,000
Building Value	\$0
Taxable Value	\$0
Market Value	\$265,000
Last Sale	\$1 (02/22/1995)
Zoning	RU
Secondary Zoning	
Owner Occupied	Exempt

Political

Voting Precinct	Riverwalk
Voting Location	Episcopal Ch/St Simon/St Jude
County Council Dist.	1
County Council Rep.	Bill Malinowski
SC Senate Dist.	19
SC Senate Rep.	John L. Scott, Jr.
SC House Dist.	73
SC House Rep.	Christopher R. Hart
County Magistrate Dist.	DUTCH FORK
County Magistrate	JUDGE DAVID SCOTT
Congressional Dist.	2
Congressional Rep.	Joe Wilson
Sheriff Region	4

Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

**Integra Realty Resources**  
**Columbia**

**Appraisal of Real Property**

**26.5 Acre Tract**

North End of Paso Fino Dr.  
Columbia, Richland County, South Carolina 29212  
Client Reference: Purchase Order #B1800886

**Prepared For:**

Richland County Office of Procurement & Contracting

**Effective Date of the Appraisal:**

January 25, 2018

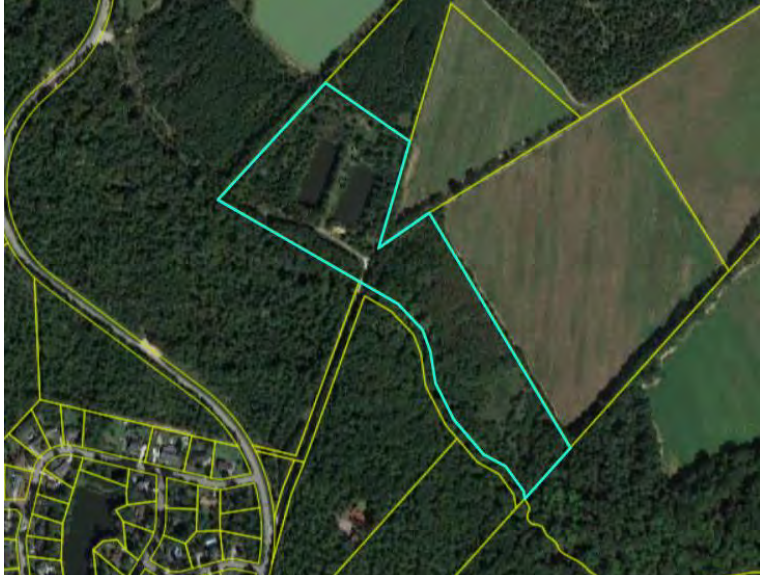
**Report Format:**

Appraisal Report – Standard Format

**IRR - Columbia**

File Number: 110-2018-0039





**26.5 Acre Tract**  
North End of Paso Fino Dr.  
Columbia, South Carolina





January 26, 2018

Ms. Yolanda Davis  
Contract Specialist  
Richland County Office of Procurement & Contracting  
2020 Hampton Street  
Columbia, SC 29204

SUBJECT: Market Value Appraisal  
26.5 Acre Tract  
North End of Paso Fino Dr.  
Columbia, Richland County, South Carolina 29212  
Client Reference: Purchase Order #B1800886  
IRR - Columbia File No. 110-2018-0039

Dear Ms. Davis:

Integra Realty Resources – Columbia is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The client for the assignment is Richland County Office of Procurement & Contracting, and the intended use is for property disposition purposes.

The subject is a parcel of vacant land containing an area of 26.50 acres or 1,154,340 square feet. The property is zoned RU, Rural District, which permits low intensity agricultural uses and very-low density single-family, detached residential home construction.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and applicable state appraisal regulations.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report –

Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

<b>Value Conclusion</b>			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	January 25, 2018	\$133,000

---

**Extraordinary Assumptions and Hypothetical Conditions**

---

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. It is assumed that there is legal access to the site.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject site is improved with miscellaneous components of an old water treatment plant, according to information provided. It is assumed in this report, that none of these items are present.
- 

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

**INTEGRA REALTY RESOURCES - COLUMBIA**



Michael B. Dodds, MAI, CCIM  
Certified General Real Estate Appraiser  
SC Certificate # 543  
Telephone: 803-960-8783  
Email: mdodds@irr.com



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## Summary of Salient Facts and Conclusions

Property Name	26.5 Acre Tract	
Address	North End of Paso Fino Dr. Columbia, Richland County, South Carolina 29212	
Property Type	Land	
Owner of Record	Richland County	
Tax ID	R06400-01-01	
Land Area	26.50 acres; 1,154,340 SF	
Zoning Designation	RU, Rural District	
Highest and Best Use	Residential use	
Exposure Time; Marketing Period	12 months; 12 months	
Effective Date of the Appraisal	January 25, 2018	
Date of the Report	January 26, 2018	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	5	
Range of Sale Dates	Mar 14 to Feb 17	
Range of Prices per Acre (Unadjusted)	\$6,458 - \$14,143	
Market Value Conclusion	\$133,000	(\$5,019/Acre)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Richland County Office of Procurement & Contracting may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

### Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. It is assumed that there is legal access to the site.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject site is improved with miscellaneous components of an old water treatment plant, according to information provided. It is assumed in this report, that none of these items are present.

## General Information

### Identification of Subject

The subject is a parcel of vacant land containing an area of 26.50 acres or 1,154,340 square feet. The property is zoned RU, Rural District, which permits low intensity agricultural uses and very-low density single-family, detached residential home construction. A legal description of the property was not provided.

#### Property Identification

Property Name	26.5 Acre Tract
Address	North End of Paso Fino Dr. Columbia, South Carolina 29212
Tax ID	R06400-01-01
Owner of Record	Richland County

### Sale History

Richland County has owned the property since 1995. Since the owner has owned it for 23 years, there is no need to analyze this sale in depth.

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

### Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date. The client has stated that an unsolicited offer has been received to purchase the property, but did not share the offer amount. The offer has not been accepted as of the date of this appraisal.

### Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property as of the effective date of the appraisal, January 25, 2018. The date of the report is January 26, 2018. The appraisal is valid only as of the stated effective date or dates.

### Definition of Market Value

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:



- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

*(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)*

### **Definition of As Is Market Value**

As is market value is defined as, “The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.”

*(Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015); also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77471)*

### **Definition of Property Rights Appraised**

Fee simple estate is defined as, “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

*Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015)*

### **Intended Use and User**

The intended use of the appraisal is for property disposition purposes. The client and intended user is Richland County Office of Procurement & Contracting. The appraisal is not intended for any other use or user. No party or parties other than Richland County Office of Procurement & Contracting may use or rely on the information, opinions, and conclusions contained in this report.

### **Applicable Requirements**

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;



- Appraisal requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), revised June 7, 1994;
- Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;

## Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

## Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

## Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

## Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

<b>Approaches to Value</b>		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.



**Research and Analysis**

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

**Inspection**

Michael B. Dodds, MAI, CCIM, conducted an area inspection of the property on January 25, 2018. It should be noted that a locked gate, with “no trespassing” signs posted kept us from inspecting the actual site. Much of the information in this report was gathered from aerial photographs.





## Economic Analysis

### Columbia MSA Area Analysis

The subject is located in the Columbia, SC Metropolitan Statistical Area, hereinafter called the Columbia MSA, as defined by the U.S. Office of Management and Budget. The Columbia MSA is 3,703 square miles in size, and ranks 71 in population out of the nation's 382 metropolitan statistical areas.

#### Population

The Columbia MSA has an estimated 2017 population of 823,488, which represents an average annual 1.0% increase over the 2010 census of 767,598. The Columbia MSA added an average of 7,984 residents per year over the 2010-2017 period, but its annual growth rate lagged the State of South Carolina rate of 1.1%.

Looking forward, the Columbia MSA's population is projected to increase at a 1.1% annual rate from 2017-2022, equivalent to the addition of an average of 9,348 residents per year. The Columbia MSA growth rate is expected to be similar to that of South Carolina.

	Population			Compound Ann. % Chng	
	2010 Census	2017 Est.	2022 Est.	2010 - 2017	2017 - 2022
Columbia SC MSA	767,598	823,488	870,226	1.0%	1.1%
South Carolina	4,625,364	4,985,884	5,272,643	1.1%	1.1%

Source: The Nielsen Company

#### Employment

Total employment in the Columbia MSA is currently estimated at 398,700 jobs. Between year-end 2006 and the present, employment rose by 30,200 jobs, equivalent to an 8.2% increase over the entire period. There were gains in employment in eight out of the past ten years despite the national economic downturn and slow recovery. The Columbia MSA's rate of employment growth over the last decade surpassed that of South Carolina, which experienced an increase in employment of 7.0% or 135,700 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Columbia MSA unemployment rate has been consistently lower than that of South Carolina, with an average unemployment rate of 6.8% in comparison to a 7.8% rate for South Carolina. A lower unemployment rate is a positive indicator.

Recent data shows that the Columbia MSA unemployment rate is 3.8% in comparison to a 4.1% rate for South Carolina, a positive sign for the Columbia MSA economy but one that must be tempered by the fact that the Columbia MSA has underperformed South Carolina in the rate of job growth over the past two years.



<b>Employment Trends</b>						
Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Columbia MSA	% Change	South Carolina	% Change	Columbia MSA	South Carolina
2006	368,500		1,940,400		5.6%	6.4%
2007	372,100	1.0%	1,956,600	0.8%	5.0%	5.7%
2008	363,500	-2.3%	1,888,700	-3.5%	5.9%	6.8%
2009	347,000	-4.5%	1,795,500	-4.9%	9.1%	11.3%
2010	348,200	0.3%	1,825,200	1.7%	9.4%	11.2%
2011	355,600	2.1%	1,846,300	1.2%	9.1%	10.6%
2012	366,300	3.0%	1,887,400	2.2%	8.0%	9.2%
2013	376,200	2.7%	1,933,300	2.4%	6.7%	7.6%
2014	386,700	2.8%	1,989,900	2.9%	5.8%	6.4%
2015	393,900	1.9%	2,038,500	2.4%	5.5%	6.0%
2016	398,700	1.2%	2,076,100	1.8%	4.7%	5.1%
Overall Change 2006-2016	30,200	8.2%	135,700	7.0%		
Avg Unemp. Rate 2006-2016					6.8%	7.8%
Unemployment Rate - December 2016					3.8%	4.1%

Source: Bureau of Labor Statistics and Economy.com. Employment figures are from the Current Employment Survey (CES). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Major employers in the Columbia MSA are shown in the following table.

<b>Major Employers - Columbia SC MSA</b>		
	Name	Number of Employees
1	Palmetto Healthcare System	5,000+
2	Lexington Medical Center	2,500-4,999
3	Women's Imaging Center	2,500-4,999
4	Ben Arnold Beverage Co.	2,500-4,999
5	SC Dept of Corrections	1,000-2,499
6	Amick Farms	1,000-2,499
7	Providence Hospital	1,000-2,499
8	South Carolina Generating Co.	1,000-2,499
9	Johnson Food Svcs LLC	1,000-2,499
10	Michelin Tire Mfg Co.	1,000-2,499

Source: SC Works Online Services - scworks.org

### Gross Domestic Product

The Columbia MSA ranks 71 in Gross Domestic Product (GDP) out of the nation's 382 metropolitan statistical areas.

Economic growth, as measured by annual changes in GDP, has been somewhat lower in the Columbia MSA than South Carolina overall during the past eight years. The Columbia MSA has grown at a 0.7% average annual rate while South Carolina has grown at a 1.0% rate. As the national economy improves, the Columbia MSA continues to underperform South Carolina. GDP for the Columbia MSA rose by 2.1% in 2015 while South Carolina's GDP rose by 2.5%.



The Columbia MSA has a per capita GDP of \$42,201, which is 15% greater than South Carolina's GDP of \$36,620. This means that Columbia MSA industries and employers are adding relatively more value to the economy than their counterparts in South Carolina.

<b>Gross Domestic Product</b>				
Year	(\$ Mil)		(\$ Mil)	
	Columbia MSA	% Change	South Carolina	% Change
2008	32,486		166,820	
2009	31,739	-2.3%	160,439	-3.8%
2010	31,613	-0.4%	162,840	1.5%
2011	31,838	0.7%	166,389	2.2%
2012	32,055	0.7%	166,858	0.3%
2013	32,478	1.3%	170,048	1.9%
2014	33,478	3.1%	174,880	2.8%
2015	34,186	2.1%	179,298	2.5%
Compound % Chg (2008-2015)		0.7%		1.0%
GDP Per Capita 2015	\$42,201		\$36,620	

Source: Bureau of Economic Analysis and Economy.com; data released September 2016. The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2009 dollars.

### Income, Education and Age

The Columbia MSA has a higher level of household income than South Carolina. Median household income for the Columbia MSA is \$52,720, which is 10.4% greater than the corresponding figure for South Carolina.

<b>Median Household Income - 2017</b>	
	Median
Columbia SC MSA	\$52,720
South Carolina	\$47,735
Comparison of Columbia SC MSA to South Carolina	+ 10.4%

Source: The Nielsen Company

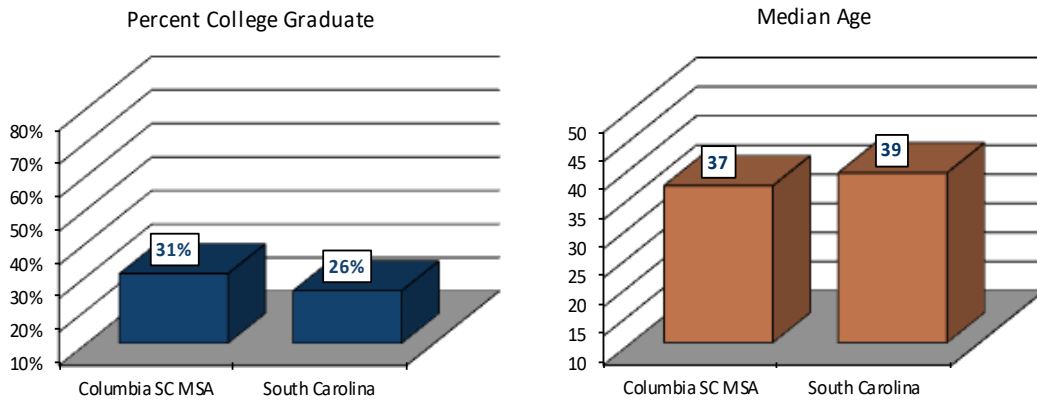
Residents of the Columbia MSA have a higher level of educational attainment than those of South Carolina. An estimated 31% of Columbia MSA residents are college graduates with four-year degrees, versus 26% of South Carolina residents. People in the Columbia MSA are younger than their South Carolina counterparts. The median age for the Columbia MSA is 37 years, while the median age for South Carolina is 39 years.



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**Education & Age - 2017**

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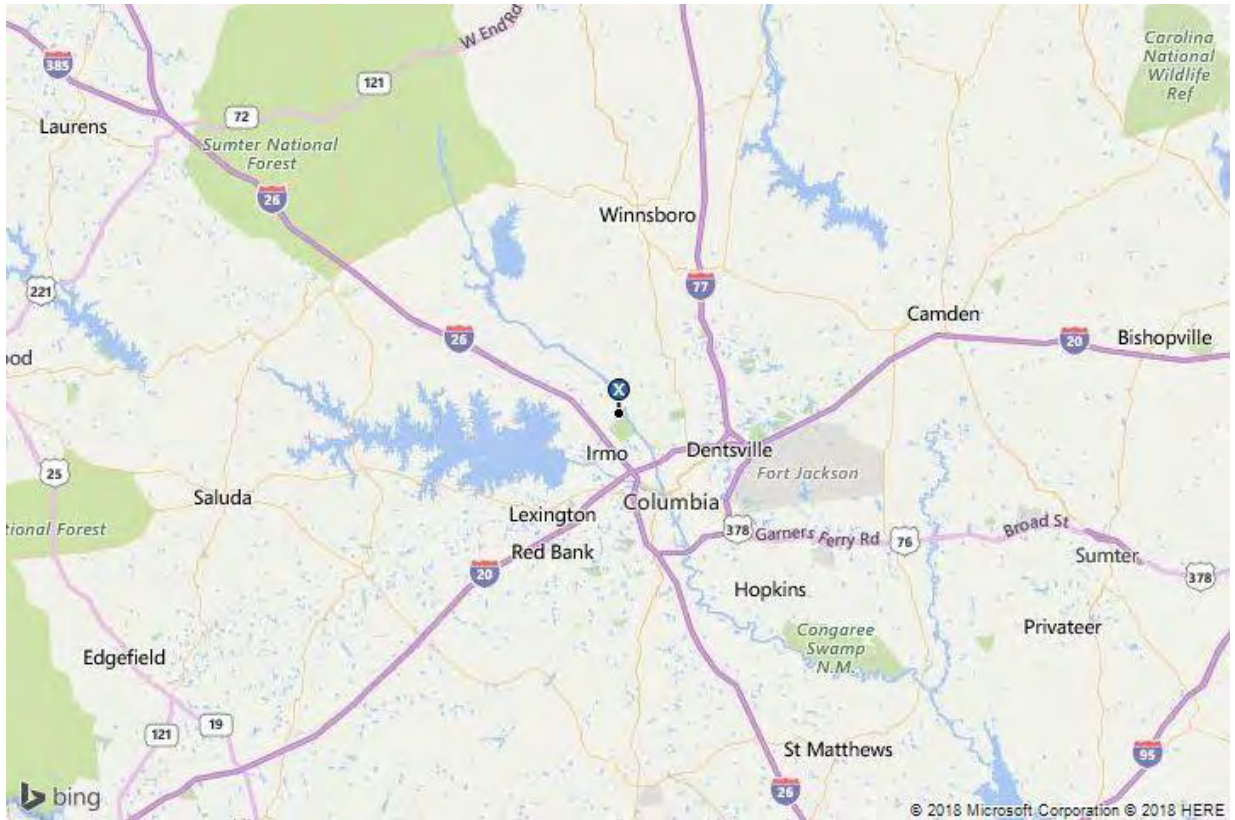
Source: The Nielsen Company

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**Conclusion**

The Columbia MSA economy will benefit from a growing population base and higher income and education levels. The Columbia MSA experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than South Carolina over the past decade. Moreover, the Columbia MSA generates a higher level of GDP per capita than South Carolina overall. We anticipate that the Columbia MSA economy will improve and employment will grow, strengthening the demand for real estate.

### Area Map



## Surrounding Area Analysis

### Location

The subject is located in northwest Columbia, near the Harbison Environmental Education Forest.

### Access and Linkages

Primary highway access to the area is via Interstate 26 and Broad River Road, which run parallel to each other for miles south of the subject. Public transportation does not serve the immediate area. Overall, the primary mode of transportation in the area is the automobile.

### Natural Boundaries

The Broad River runs in a northwest to southeast direction, just north of the subject. There are no bridges over the river in proximity of the neighborhood.

### Land Use

The area is suburban in character and approximately 60% developed.

Bounded along its northeastern edge by the Broad River, the Harbison Environmental Education Forest encompasses 2,137 acres of forestland only nine miles from downtown Columbia. Its unique urban location makes Harbison one of the largest public greenspaces inside the city limits of a metropolitan area in the eastern United States. Over thirty one miles of roads and trails weave through the pine and hardwood forest, crossing wandering streams and descending through leafy glades to the Broad River. The park has 18 miles of trails designed for walking, jogging, hiking and bicycling that range from moderately easy to difficult. A canoe landing located near the Broad River provides access for kayaks and canoes as a put in or take out from the river.

Chestnut Hill Plantation is a community that is located on Lost Creek Drive. This neighborhood is in a great location, close to shopping, restaurant, schools, and interstates, as well as being very close to the Harbison State Park. Chestnut Hill Plantation offers sidewalks throughout the community, tennis courts, a boat ramp to access the Broad River, fishing ponds, a community pool, nature trails, and a community club house for residents to enjoy. Currently this neighborhood is zoned for Lexington/Richland 5 schools and home prices start in the low 100's and go up to just under 300,000. Today over 600 families consider Chestnut Hill their home.

### Residential Trends

NeighborhoodScout identifies the general neighborhood as Lost Creek Drive/Patio Place. The median real estate price is \$164,946, which is more expensive than 61.2% of the neighborhoods in South Carolina and 39.9% of the neighborhoods in the U.S.

The average rental price in Lost Creek Drive/Patio Place is currently \$1,628, based on NeighborhoodScout's exclusive analysis. The average rental cost in this neighborhood is higher than 91.9% of the neighborhoods in South Carolina.



Lost Creek Drive/Patio Place real estate is primarily made up of medium sized (three or four bedroom) to large (four, five or more bedroom) single-family homes and mobile homes. Most of the residential real estate is owner occupied. Many of the residences in the neighborhood are established but not old, having been built between 1970 and 1999. A number of residences were also built between 2000 and the present.

Real estate vacancies in Lost Creek Drive/Patio Place are 4.8%, which is lower than one will find in 77.2% of American neighborhoods. Demand for real estate is above average for the U.S., and may signal some demand for either price increases or new construction of residential product for this neighborhood.

### **Demographic Factors**

The neighbors in the Lost Creek Drive/Patio Place neighborhood in Columbia are upper-middle income, making it an above average income neighborhood. NeighborhoodScout's exclusive analysis reveals that this neighborhood has a higher income than 75.5% of the neighborhoods in America. In addition, 4.6% of the children seventeen and under living in this neighborhood are living below the federal poverty line, which is a lower rate of childhood poverty than is found in 78.5% of America's neighborhoods.

In the Lost Creek Drive/Patio Place neighborhood, 44.7% of the working population is employed in executive, management, and professional occupations. The second most important occupational group in this neighborhood is sales and service jobs, from major sales accounts, to working in fast food restaurants, with 28.0% of the residents employed. Other residents here are employed in clerical, assistant, and tech support occupations (16.5%), and 11.5% in government jobs, whether they are in local, state, or federal positions.

### **School District**

The legal name of the district is School District Five of Lexington and Richland Counties, but is commonly referred to as District Five. The school district was organized by action of the Lexington County Board of Education in 1951 and the Richland County Board of Education in 1952. The action of the Boards of Education consolidated several smaller school districts in the Counties.

The District Five encompasses a land area of approximately 196 square miles, approximately one-half of which is situated in each of Lexington and Richland Counties. The school district consists of the northern portion of Lexington County lying north of Lake Murray and the Saluda River and the northwestern portion of Richland County lying south of the Broad River. The School District is primarily a residential suburb located to the northwest of the city of Columbia, the capital city of South Carolina. Included in the District Five are the towns of Irmo and Chapin. The school district has three attendance areas: Chapin, Dutch Fork, and Irmo. District Five operates a total of 11 elementary schools, four middle schools, three high schools, and one alternative school.

All nineteen schools are fully accredited by the South Carolina State Department of Education and the Southern Association of Schools and Colleges. District Five offers an educational program that challenges and stimulates thinking and problem solving and fosters superior achievement.



The schools that serve the subject neighborhood are very desirable.

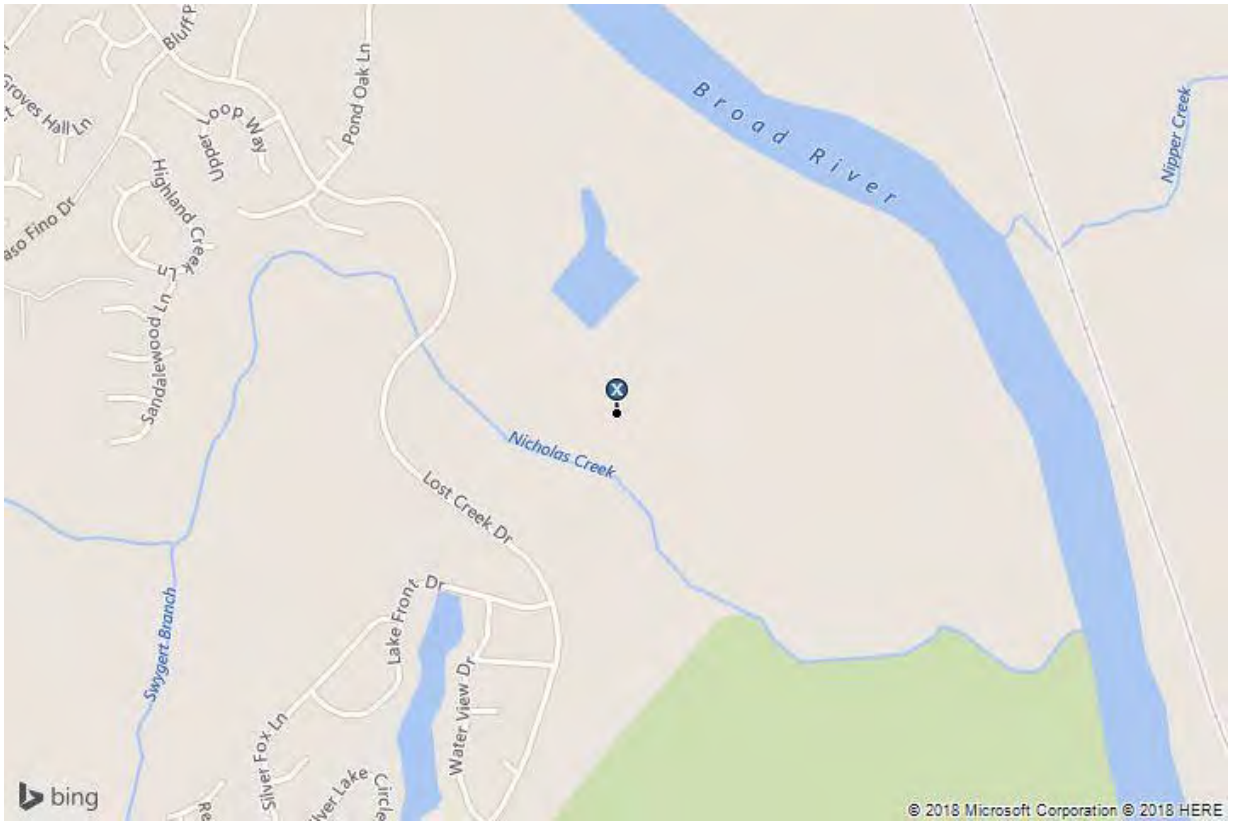
**Outlook and Conclusions**

The area is in the stability stage of its life cycle. We anticipate that property values will increase at a moderate pace in the near future.





### Surrounding Area Map



## Property Analysis

### Land Description and Analysis

<b>Land Description</b>	
Land Area	26.50 acres; 1,154,340 SF
Source of Land Area	Public Records
Shape	Irregular
Corner	No
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	45079C0207L
Date	December 21, 2017
Zone	AE
Description	Within 100-year floodplain
Insurance Required?	Yes
<b>Zoning; Other Regulations</b>	
Zoning Jurisdiction	Richland County
Zoning Designation	RU
Description	Rural District
Legally Conforming?	N/A
Zoning Change Likely?	No
Permitted Uses	low intensity agricultural uses and very-low density single-family, detached residential home construction
<b>Utilities</b>	
Service	Provider
Water	Richland County nearby
Sewer	Richland County nearby
Electricity	SCE&G
Local Phone	Various providers

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

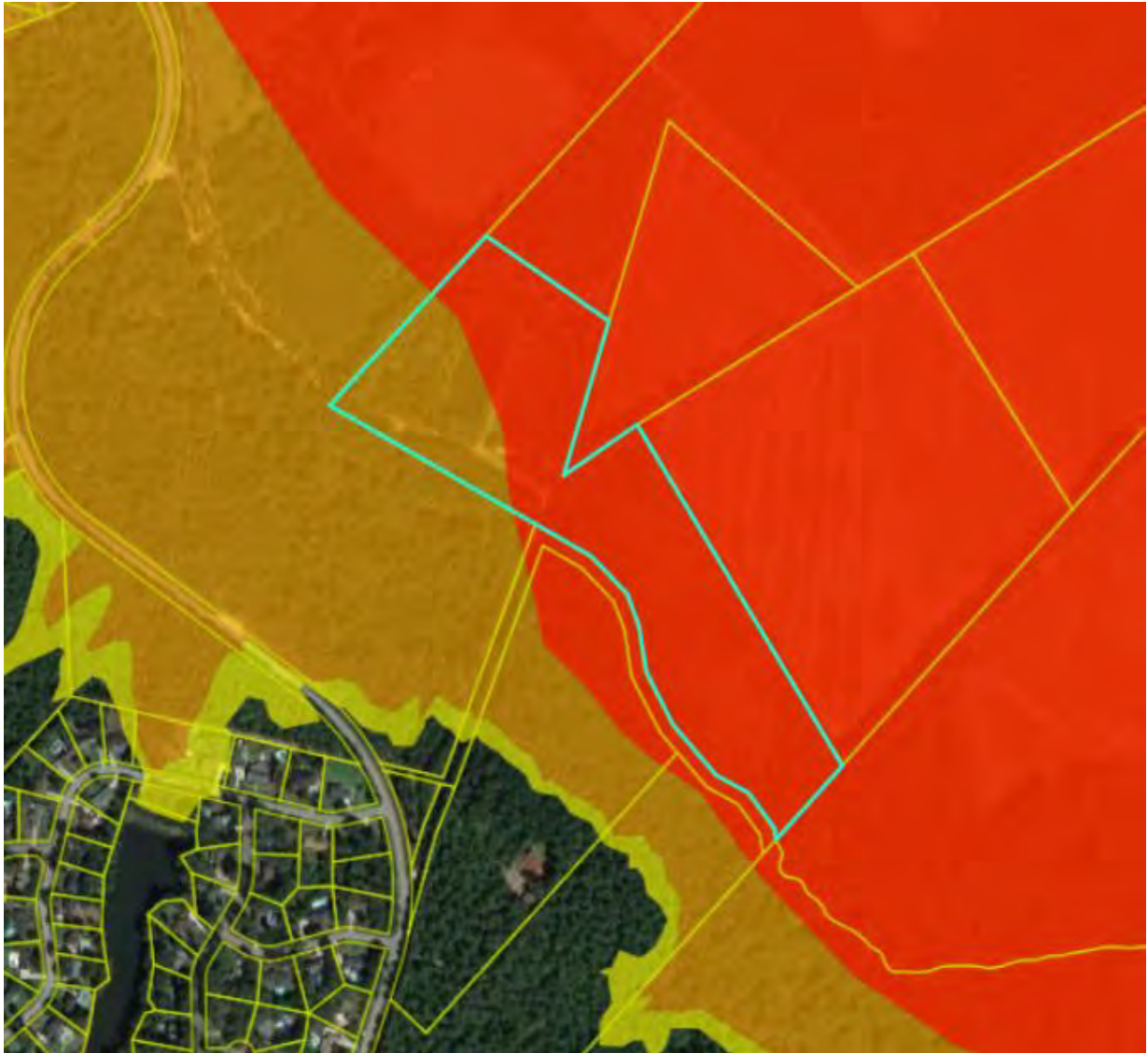
### Easements, Encroachments and Restrictions

We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title. It is assumed that there is legal access to the site via an established access easement.



### Flood Plain

As shown on the Flood Map below, most of the subject is within a 100 year flood plain (AE zone – shown as yellow) and approximately 75% is within a floodway (AE zone – shown as red).



### Conclusion of Land Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.



Tax Map



Lost Creek Drive Facing South



Lost Creek Drive Facing North



Locked Gate

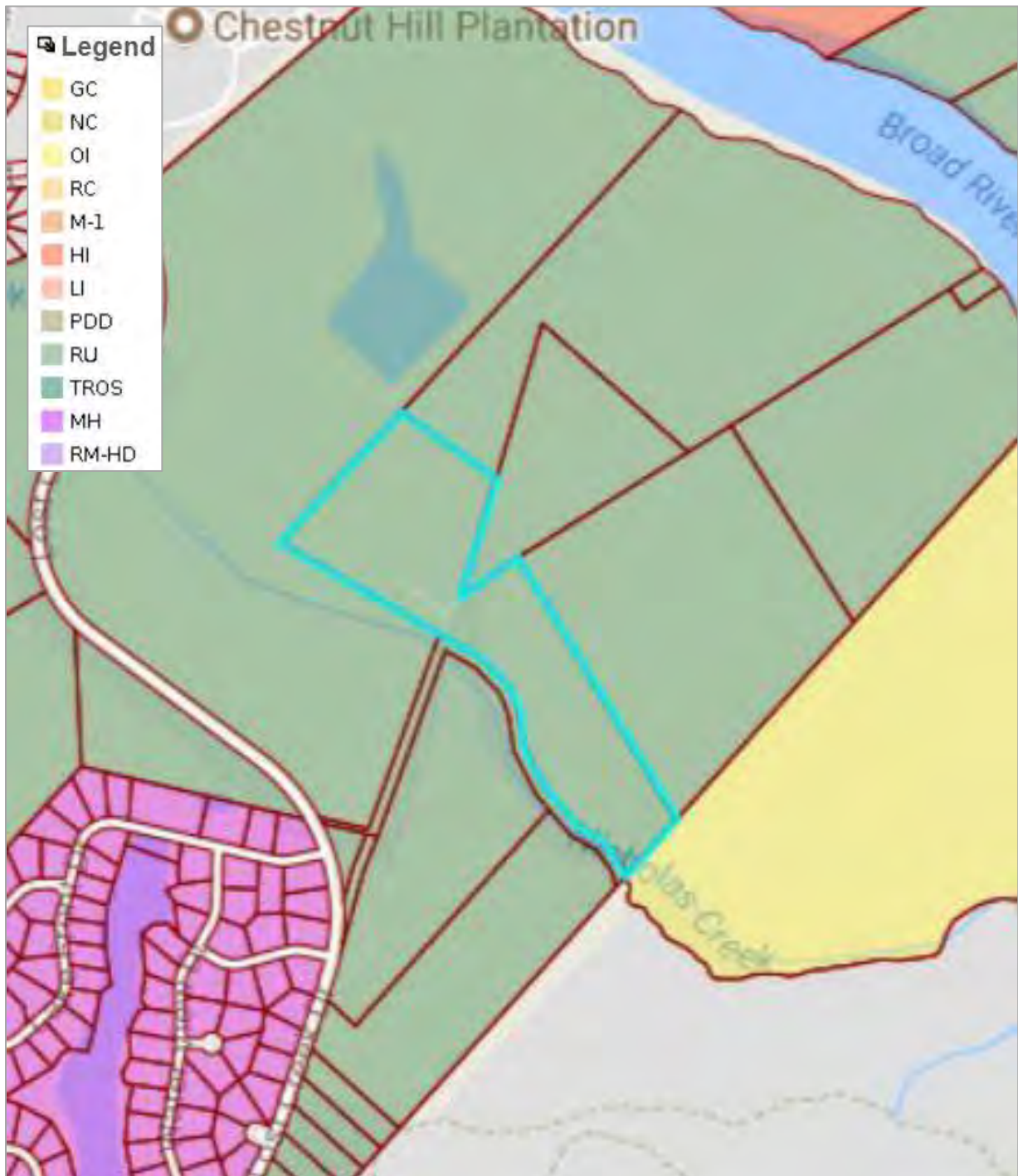


Entrance Road from Gate

### Wetlands Map



### Zoning Map



### Tax Map



## Real Estate Taxes

The real estate tax assessment of the subject is administered by the county. The South Carolina Real Property Valuation Reform Act of 2006 provides that any increase in the fair market value of real property attributable to the periodic countywide reassessment program is limited to fifteen percent of the prior year's fair market value. However, this limit does not apply to the fair market value of real property when an assessable transfer of interest (ATI) occurred in the year that the transfer value is first subject to tax. This means that all property sold during the year that is determined to be an ATI will be reassessed for the following year. Owners of such properties will receive a "Notice of Classification, Appraisal & Assessment of Real Estate" showing the ATI value for the year following the event with the reason for change being "ATI-Qualified Point of Sale".

It is noted that after four years of efforts to reverse the negative effects of The South Carolina Real Property Valuation Reform Act (Act 388) in South Carolina, the Legislature has passed Point of Sale legislation that is expected to have a positive impact on commercial properties in South Carolina. A compromise was made in June 2011 on the Point of Sale legislation, and the compromise was adopted and passed by both the SC House and Senate. The bill has since been signed into law by the Governor.

Act 388 became law in 2007 and altered the method of taxing all non-primary residential properties in South Carolina. An unintended consequence of the Act was a much higher property tax on properties that were sold after the legislation was enacted. Property taxes on properties that sold increased dramatically over identical properties which did not sell, creating an unfair advantage for properties which had not sold. In each of the last four years, legislation has been introduced in the South Carolina General Assembly to correct the unintended consequences of Act 388. Each year, Point of Sale legislation has been a key debate in both the House and Senate chambers, and each year, the legislation died due to strong positions by various entities impacted by any change in property taxation.

On June 2, 2011, The South Carolina Senate and the House of Representatives passed Point of Sale legislation that is expected to positively impact the commercial real estate market in South Carolina. The Bill has since been signed into law by Governor Nikki Haley and became effective June 14, 2011. The approved Point of Sale legislation is applicable to all non-primary residential properties which are assessed at a six percent (6%) rate and include commercial properties, investment properties and second homes but excludes manufacturing properties assessed at 10.5%. Under the new law, properties will receive a 25% exemption from the sales value for taxation purposes. The Law also provides for a minimum level of valuation established as the Fair Market Value documented on the county tax assessor's records.

According to the 2011 Law, the compromise includes the following:

- No change for owner-occupied (4%) residential property.

At the point of sale, taxable value of commercial properties and second homes (6% properties) will be determined as follows:





- The new taxable value is based on a 25% exemption off the assessor's fair market value at the point of sale, but this new taxable value may not be less than the fair market value determined by the most recent assessment prior to the sale.
- Flexibility to "bank" millage increases for future use, if needed. This will allow cities, counties and schools flexibility to raise millage in one year by up to the previous three years of increases allowed by law but not previously imposed by council. This will discourage the "use it or lose it" increase the current law encourages.
- Millage rollback calculation corrections. This corrects the millage rollback formula for cities, counties and schools so that the increase in taxable value for all property sold in a reassessment year is treated the same in the year of reassessment as in all other years.
- Clarification on calculating millage increases in multi-county cities. This codifies current practice for calculating millage rates in cities that cross multiple county lines

An example of the change would be a commercial property is on the tax records and assessed at \$1,000,000 but the "Fair Market Value" according to the tax assessor's records is \$1,200,000. The property sells after December 31, 2010, for \$2,000,000. The sale value of \$2,000,000 is discounted by 25% to be \$1,500,000 which is established as the new Assessed Value. However, if the property sold for \$1,500,000, the 25% exemption would place the Assessed Value at \$1,125,000 which is below the Assessor's Fair Market Value of \$1,200,000 and therefore the Assessed Value would remain at \$1,200,000. The Assessor's "Fair Market Value" will be lowered if the property sells for less than the Assessor's Fair Market Value of record.

In all cases the property owner MUST apply for the new ATI exemption by January 30 for it to apply. However, if it is a reassessment year none of this applies and anything sold in the prior year will be valued at 100% of the ATI.

The subject property is owned by Richland County, and is therefore tax exempt.



## Highest and Best Use

### Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

### As Vacant

#### Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. The subject is located on a dirt road, with no visibility from a major thoroughfare. It is also located within a 100 year flood zone. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

#### Legally Permissible

The site is zoned RU, Rural District. Permitted uses include low intensity agricultural uses and very-low density single-family, detached residential home construction. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, only residential use is given further consideration in determining highest and best use of the site, as though vacant.

#### Financially Feasible

Based on our analysis of the market, there is currently limited demand for residential use in the subject's area. It appears that a newly developed residential use on the site would not have a value commensurate with its cost; thus residential use is not considered to be financially feasible at the current time. However, given anticipated population and employment growth in the subject's area, we expect rents and improved property values to increase to a level at which residential use would be financially feasible in the future.

#### Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than holding the property for future development of a residential use. Accordingly, it is our opinion that holding the property for future residential use, based on the normal market density level permitted by zoning, is the maximally productive use of the property.



**Conclusion**

Holding the property for future development of a residential use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as vacant.

**As Improved**

The subject site is improved with miscellaneous components of an old water treatment plant, according to information provided. It is assumed in this report, that none of these items are present.

**Most Probable Buyer**

Taking into account the functional utility of the site and area development trends, the probable buyer is a developer.



# Valuation

## Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

<b>Approaches to Value</b>		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized



## Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

Our sales research focused on transactions within the following parameters:

- Location: Relatively undeveloped roads in the Columbia MSA
- Size: Ten to forty acres
- Use: Low density residential
- Transaction Date: Within the three years prior to the date of appraisal

For this analysis, we use price per acre as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

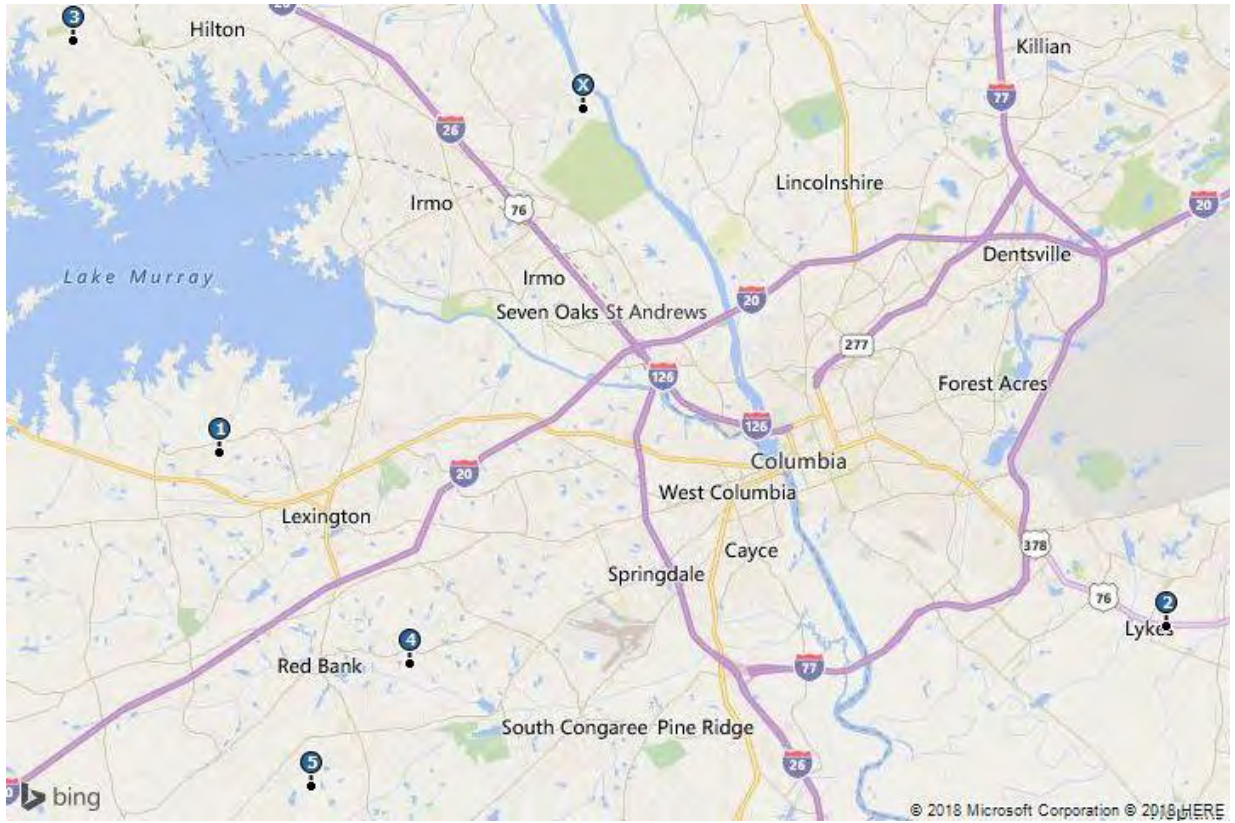


**Summary of Comparable Land Sales**

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	\$/SF Land	\$/Acre
1	26.9 Acre Parcel 824 Park Rd. Lexington Lexington County SC Tax ID: 004200-09-025 & 00400-09-043 Grantor: Ernest Ambrose Hendrix Grantee: Robert P. Wilkins, Jr. <i>Comments: Two interior parcels of land to be developed into a residential subdivision. According to the broker, there were about 10 acres of wetland on the property and the rest would be subdivided into 9, one acre lots and the back half of the tract is being added to another parcel for a residential development. He also indicated that part of the buyers motivation to purchase the property was to extend the sewer line to another of his projects.</i>	Feb-17 Closed	\$380,435	1,171,764 26.90	Restrictive Development	\$0.32	\$14,143
2	16.26 Acre Parcel 8364 Garners Ferry Rd. Hopkins Richland County SC Tax ID: 21800-01-13 Grantor: Palmetto Baptist Temple Grantee: Ho Minh Tam Thi <i>Comments: Interior parcel of rectangular partially wooded land with frontage on Garners Ferry Road. Small portions in Flood Zone A. Above ground electricity, no water or sewer. Gary Bozeman with Southern Visions Real Estate is the broker, 803-920-0619.</i>	Oct-16 Closed	\$105,000	708,286 16.26	Rural District	\$0.15	\$6,458
3	Chapin Residential Land Old Lexington Hwy. Chapin Lexington County SC Tax ID: 001700-04-032 Grantor: Bettie C. Derrick Grantee: Chapin Investment Group, LLC <i>Comments: Triangular shaped interior parcel near Lake Murray. Buyer plans to build a residential subdivision. Tombo Milliken with NAI is the listing broker, 803-744-9852. He indicated that utilities were very close to the site and 65 to 70 lots were planned.</i>	Aug-16 Closed	\$358,120	1,114,265 25.58	Restrictive Development	\$0.32	\$14,000
4	Residential Land 1824 Old Barnwell Rd. Lexington Lexington County SC Tax ID: Grantor: Herbert A. Wood & Nancy W. Marella Grantee: Eric Wessinger <i>Comments: Property purchased for construction of a single family home.</i>	May-16 In-Contract	\$180,000	958,320 22.00	Intensive Development and Restrictive	\$0.19	\$8,182
5	11.88 Acre Parcel 333 McLee Rd. Lexington Lexington County SC Tax ID: P/O 007600-03-027 Grantor: Clifford P. Fisher Grantee: Bluefield Road Investors, LLC <i>Comments: Parcel was only about 60% usable due to steep topography and some wetlands. To be developed for residential use.</i>	Mar-14 Closed	\$103,500	517,493 11.88	Restrictive Development	\$0.20	\$8,712
	<b>Subject</b> 26.5 Acre Tract Columbia, SC			1,154,340 26.50	Rural District		



### Comparable Land Sales Map





Sale 1  
26.9 Acre Parcel



Sale 2  
16.26 Acre Parcel



Sale 3  
Chapin Residential Land



Sale 4  
Residential Land



Sale 5  
11.88 Acre Parcel

26.5 Acre Tract





### Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

<b>Adjustment Factor</b>	<b>Accounts For</b>	<b>Comments</b>
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	No adjustment necessary
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	No adjustment necessary
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	No adjustment necessary
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	No adjustment necessary
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	No adjustment necessary
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sales 1 and 3 are adjusted downward for superior location
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	Sales 1, 2, 3 and 4 are adjusted downward for superior access features
Size	Inverse relationship that often exists between parcel size and unit value.	Sale 5 is adjusted downward due to it being less than one half the size of the subject
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.	No adjustment necessary
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	No adjustment necessary
Flood Zone	The specific level of governmental approvals attained pertaining to development of a site.	All sales are adjusted downward to account for the subject being in a 100 year flood zone



The following table summarizes the adjustments we make to each sale.

<b>Land Sales Adjustment Grid</b>						
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Name	26.5 Acre Tract	26.9 Acre Parcel	16.26 Acre Parcel	Chapin Residential Land	Residential Land	11.88 Acre Parcel
Address	North End of Paso Fino Dr.	824 Park Rd.	8364 Garners Ferry Rd.	Old Lexington Hwy.	1824 Old Barnwell Rd.	333 McLee Rd.
City	Columbia	Lexington	Hopkins	Chapin	Lexington	Lexington
County	Richland	Lexington	Richland	Lexington	Lexington	Lexington
State	South Carolina	SC	SC	SC	SC	SC
Sale Date		Feb-17	Oct-16	Aug-16	May-16	Mar-14
Sale Status		Closed	Closed	Closed	In-Contract	Closed
Sale Price		\$380,435	\$105,000	\$358,120	\$180,000	\$103,500
Square Feet	1,154,340	1,171,764	708,286	1,114,265	958,320	517,493
Acres	26.50	26.90	16.26	25.58	22.00	11.88
Frontage Description	Limited	Park Rd.	Garners Ferry Rd.	Old Lexington	Old Barnwell	McLee Rd.
Shape	Irregular	Irregular	Rectangular	Irregular	Irregular	Irregular
<b>Price per Acre</b>		<b>\$14,143</b>	<b>\$6,458</b>	<b>\$14,000</b>	<b>\$8,182</b>	<b>\$8,712</b>
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		-	-	-	-	-
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		-	-	-	-	-
Conditions of Sale		Typical	Typical	Typical	Typical	Typical
% Adjustment		-	-	-	-	-
Market Conditions	1/25/2018	Feb-17	Oct-16	Aug-16	May-16	Mar-14
Annual % Adjustment	0%	-	-	-	-	-
<b>Cumulative Adjusted Price</b>		<b>\$14,143</b>	<b>\$6,458</b>	<b>\$14,000</b>	<b>\$8,182</b>	<b>\$8,712</b>
Location		-15%	-	-20%	-	-
Access/Exposure		-15%	-10%	-15%	-15%	-
Size		-	-	-	-	-10%
Shape and Topography		-	-	-	-	-
Zoning		-	-	-	-	-
Flood Zone		-20%	-20%	-20%	-20%	-20%
Net \$ Adjustment		-\$7,071	-\$1,937	-\$7,700	-\$2,864	-\$2,614
Net % Adjustment		-50%	-30%	-55%	-35%	-30%
<b>Final Adjusted Price</b>		<b>\$7,071</b>	<b>\$4,520</b>	<b>\$6,300</b>	<b>\$5,318</b>	<b>\$6,098</b>
Overall Adjustment		-50%	-30%	-55%	-35%	-30%
<b>Range of Adjusted Prices</b>		<b>\$4,520 - \$7,071</b>				
<b>Average</b>		<b>\$5,862</b>				
<b>Indicated Value</b>		<b>\$5,000</b>				



### Unconfirmed Neighborhood Sales

In addition to the primary comparables, several sales in the immediate area were researched. These sales occurred in late 2017, and it is assumed that the purchaser is the same company that has an unsolicited offer to acquire the subject. In an effort to avoid any influence, the purchaser was not contacted. The properties acquired are shown below, with the subject outlined in blue.

Unconfirmed Sales								
Parcel	Property Name	Address	City	State	Sale Date	Acres	Sale Price	\$/Acre Comments
A	25.02 Acre Parcel	E/S Lost Creek Dr.	Columbia	SC	8/10/2017	25.02	\$64,827	\$2,591 Entire parcel is in a Flood Zone
B	43.0 Acre Parcel	E/S Lost Creek Dr.	Columbia	SC	8/10/2017	43.00	\$137,280	\$3,193 Entire parcel is in a Flood Zone. Has river frontage
C	114.76 Acre Parcel	E/S Lost Creek Dr.	Columbia	SC	8/11/2017	114.76	\$550,000	\$4,793 Much of the property is in a Flood Zone. Largest comp
D	7.48 Acre Parcel	S/S Lost Creek Dr.	Columbia	SC	8/10/2017	7.48	\$93,500	\$12,500 Approximately 1/2 of parcel in Flood Zone. Good road frontag
E	24.81 Acre Parcel	W/S Lost Creek Dr.	Columbia	SC	8/10/2017	24.81	\$138,400	\$5,578 Entire parcel is in a Flood Zone. Good road frontage



Not surprisingly, the properties closest to the river, and most likely to flood, sold for the lowest prices per acre. The properties at higher elevations, and with road frontage, sold for higher prices. The

subject value would appear to be somewhere near the middle based upon its elevation and lack of road frontage.

### Land Value Conclusion

Prior to adjustment, the sales reflect a range of \$6,458 - \$14,143 per acre. After adjustment, the range is narrowed to \$4,520 - \$7,071 per acre, with an average of \$5,862 per acre. We give weight to all sales, and arrive at a land value conclusion as follows:

<b>Land Value Conclusion</b>	
Indicated Value per Acre	\$5,000
Subject Acres	<u>26.50</u>
Indicated Value	\$132,500
Rounded	\$133,000



## Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

<b>Value Conclusion</b>			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	January 25, 2018	\$133,000

### Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. It is assumed that there is legal access to the site.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject site is improved with miscellaneous components of an old water treatment plant, according to information provided. It is assumed in this report, that none of these items are present.

### Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Based on the concluded market value stated previously, it is our opinion that the probable exposure time is 12 months.

### Marketing Period

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. We estimate the subject's marketing period at 12 months.



## Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Michael B. Dodds, MAI, CCIM, made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.



14. As of the date of this report, Michael B. Dodds, MAI, CCIM, has completed the continuing education program for Designated Members of the Appraisal Institute.



Michael B. Dodds, MAI, CCIM  
Certified General Real Estate Appraiser  
SC Certificate # 543



## Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal





- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
  8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
  9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
  10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
  11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
  12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
  13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
  14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
  15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
  16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
  17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic



- conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
  19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
  20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Columbia, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
  21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
  22. Integra Realty Resources – Columbia is not a building or environmental inspector. Integra Columbia does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
  23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
  24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the



- appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. Integra Realty Resources – Columbia, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
  26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
  27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
  28. The appraisal is also subject to the following:



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**Extraordinary Assumptions and Hypothetical Conditions**

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The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. It is assumed that there is legal access to the site.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject site is improved with miscellaneous components of an old water treatment plant, according to information provided. It is assumed in this report, that none of these items are present.
- 



**Addendum A**  
**Appraiser Qualifications**



# Michael B. Dodds, MAI, CCIM

## Experience

A founding partner of Integra Realty Resources (IRR), and the Senior Managing Director of the Columbia and Greenville, South Carolina offices of IRR. Entered appraisal field in 1984 appraising commercial, residential, and rural properties for tax assessment purposes. Since 1986 has been responsible for valuation and consultation assignments on properties located in 27 states.

### SC Chapter of the Appraisal Institute Positions:

- Chapter Chair Public Relations Committee 2007
- Chapter Co Chair Public Relations Committee 2006
- Chapter President 2003
- Chapter Board Member 1998 2003
- Chapter Vice President 2001
- Treasurer 1999
- Young Advisory Council Delegate 1994, 1996, 1997
- Young Advisory Council Discussion Leader – 1998

### SC Chapter of the CCIM Institute Positions

- Chapter Board Member 1996 1998
- Editorial Advisory Board Member 2006

Member of: Greater Columbia Association of Realtors; South Carolina Bankers Association; Urban Land Institute

Michael was appointed by Governor Nikki Haley to the South Carolina Real Estate Appraisers Board. The Senate confirmed the appointment on February 22, 2012. The term of the initial appointment began immediately, with an immediate reappointment commencing May 31, 2012, and to expire May 31, 2015.

## Professional Activities & Affiliations

Appraisal Institute, Member (MAI) Appraisal Institute

## Licenses

- Georgia, Certified General Appraiser, 319054, Expires November 2017
- North Carolina, Certified General Appraiser, A4105, Expires June 2018
- South Carolina, State Certified General Real Estate Appraiser, 543, Expires June 2018

## Education

B.A. Degree, University of South Carolina, Columbia, South Carolina 1985

Successfully completed real estate related courses and seminars sponsored by the Appraisal Institute and accredited universities.

Successfully completed real estate investment courses sponsored by the CCIM Institute.

Currently certified by the Appraisal Institute's voluntary program of continuing education for its designated members.

[mdodds@irr.com](mailto:mdodds@irr.com) - 803.772.8282 x110

## Integra Realty Resources

### Columbia

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F 803.772.0087

[irr.com](http://irr.com)



# Michael B. Dodds, MAI, CCIM

## Qualified Before Courts & Administrative Bodies

US Federal Bankruptcy Court

Integra Realty Resources

Columbia

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## About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

*Local Expertise...Nationally!*

# irr.com





## **Addendum B**

### **Property Information**



Owner Information	Tax Information
Tax Map Number: <input type="text" value="R06400-01-01"/>	Year: <input type="text" value="2017"/>
Owner: <input type="text" value="RICHLAND COUNTY"/>	Property Tax Relief: <input type="text" value="\$0.00"/>
Address 1: <input type="text" value="/%LARRY HOFFMAN"/>	Local Option Sales Tax Credit: <input type="text" value="\$0.00"/>
Address 2: <input type="text" value="RICHLAND COUNTY ATTORNEY"/>	Tax Amount: <input type="text" value="\$0.00"/>
Address 3: <input type="text" value="P O BOX 192"/>	Paid: <input type="text" value="Yes"/>
City/State/Zip: <input type="text" value="COLUMBIA"/>	Homestead: <input type="text" value="No"/>
<input type="text" value="SC 29202"/>	Assessed: <input type="text" value="\$0.00"/>
Property Location/Code: <input type="text" value="NE/S LYKES LN"/> <input type="text" value=""/>	

Assessment Information			
Year Of Assessment: <input type="text" value="2017"/>	Legal Residence: <input type="text" value="No"/>		
Tax District: <input type="text" value="6UD"/>	Sewer Connection: <input type="text" value="NONE"/>		
Acreage Of Parcel: <input type="text" value="26.50"/>	Water Connection: <input type="text" value="NONE"/>		
Non-Agriculture Value: <input type="text" value="\$530,000.00"/>	Agriculture Value: <input type="text" value="\$0.00"/>		
Building Value: <input type="text" value="\$0.00"/>	Improvements: <input type="text" value="\$0.00"/>		
Taxable Value: <input type="text" value="\$0.00"/>			
Zoning: <input type="text" value="RU"/>	<input type="text" value="RURAL DISTRICT"/>		

Property Information			
Legal Description: <input type="text" value="TRACTS 4 &amp; 5"/>	<input type="text" value="#PR X-1889 X-1816 G-65"/>		
<input type="text" value="#SU"/>	<input type="text" value="#PR 9-202"/>		
Land Type: <input type="text" value="COMMERCIAL LAND"/>			

Sales History					
Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
RICHLAND COUNTY	02/22/1995	V	D1243/ 704	\$1.00	9
BLIZZARD GILBERT E &	09/29/1992		D1107/ 642	\$0.00	
SWIFT J CHRISTAIN	05/00/1986		D791 / 84	\$0.00	
BECKER SAND & GRAVEL CO I	01/00/1977		D409 / 691	\$0.00	



## **Addendum C**

### **Comparable Data**



## Location & Property Identification

Property Name:	26.9 Acre Parcel
Sub-Property Type:	Residential, Residential Subdivision
Address:	824 Park Rd.
City/State/Zip:	Lexington, SC 29072
County:	Lexington
Submarket:	Lexington County
Market Orientation:	Suburban
Property Location:	SEQ of Park Rd. & Old Cherokee Rd.
IRR Event ID:	1477153



## Sale Information

Sale Price:	\$380,435
Effective Sale Price:	\$380,435
Sale Date:	02/28/2017
Sale Status:	Closed
\$/Acre(Gross):	\$14,143
\$/Land SF(Gross):	\$0.32
\$/Acre(Usable):	\$14,143
\$/Land SF(Usable):	\$0.32
Grantor/Seller:	Ernest Ambrose Hendrix
Grantee/Buyer:	Robert P. Wilkins, Jr.
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Terms of Sale:	Arm's length
Document Type:	Deed
Recording No.:	Book 19034, Page 217
Verified By:	George John
Verification Date:	03/30/2017
Confirmation Source:	Gerald Steele, 803-744-9851
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	Deed, News Article

## Improvement and Site Data

MSA:	Columbia, SC
Legal/Tax/Parcel ID:	004200-09-025 & 00400-09-043
Acres(Usable/Gross):	26.90/26.90
Land-SF(Usable/Gross):	1,171,764/1,171,764
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Rolling
Corner Lot:	No
Frontage Feet:	1350
Frontage Desc.:	Park Rd.
Frontage Type:	2 way, 1 lane each way
Traffic Control at Entry:	None
Traffic Flow:	Low
AccessibilityRating:	Average
Visibility Rating:	Average
Zoning Code:	RD
Zoning Desc.:	Restrictive Development
Flood Plain:	No
Utilities:	Electricity, Water Public, Sewer
Source of Land Info.:	Public Records

## Occupancy

Occupancy at Time of Sale:	0.00%
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## Comments

Two interior parcels of land to be developed into a

## Comments (Cont'd)

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residential subdivision. According to the broker, there were about 10 acres of wetland on the property and the rest would be subdivided into 9, one acre lots and the back half of the tract is being added to another parcel for a residential development. He also indicated that part of the buyers motivation to purchase the property was to extend the sewer line to another of his projects.



## Location & Property Identification

**Property Name:** 16.26 Acre Parcel  
**Sub-Property Type:** Residential  
**Address:** 8364 Garners Ferry Rd.  
**City/State/Zip:** Hopkins, SC 29061  
**County:** Richland  
**Submarket:** South  
**Market Orientation:** Rural  
**Property Location:** NEQ of Garners Ferry Rd. & Trotter Rd.  
**IRR Event ID:** 1518969



## Sale Information

**Sale Price:** \$105,000  
**Effective Sale Price:** \$105,000  
**Sale Date:** 10/05/2016  
**Contract Date:** 09/14/2016  
**Listing Price:** \$115,000  
**Listing Date:** 02/20/2012  
**Sale Status:** Closed  
**\$/Acre(Gross):** \$6,458  
**\$/Land SF(Gross):** \$0.15  
**\$/Acre(Usable):** \$6,458  
**\$/Land SF(Usable):** \$0.15  
**Grantor/Seller:** Palmetto Baptist Temple  
**Grantee/Buyer:** Ho Minh Tam Thi  
**Assets Sold:** Real estate only  
**Property Rights:** Fee Simple  
**% of Interest Conveyed:** 100.00  
**Exposure Time:** 55 (months)  
**Financing:** Cash to seller  
**Terms of Sale:** Arm's length  
**Document Type:** Deed  
**Recording No.:** Book 2153, Page 3835  
**Verified By:** George John  
**Verification Date:** 07/17/2017  
**Confirmation Source:** Gary Bozeman, 803-920-0619  
  
**Verification Type:** Confirmed-Seller Broker

Secondary Verific. Source: Assessor, Deed, MLS

## Occupancy

Occupancy at Time of Sale: 0.00%

## Improvement and Site Data

**MSA:** Columbia, SC  
**Legal/Tax/Parcel ID:** 21800-01-13  
**Acres(Usable/Gross):** 16.26/16.26  
**Land-SF(Usable/Gross):** 708,285/708,285  
**Usable/Gross Ratio:** 1.00  
**Shape:** Rectangular  
**Topography:** Gently Sloping  
**Corner Lot:** No  
**Frontage Feet:** 475  
**Frontage Desc.:** Garners Ferry Rd.  
**Frontage Type:** 2 way, 2 lanes each way  
**Traffic Control at Entry:** None  
**Traffic Flow:** Moderate  
**AccessibilityRating:** Average  
**Visibility Rating:** Average  
**Zoning Code:** RU  
**Zoning Desc.:** Rural District  
**Utilities:** Electricity  
**Source of Land Info.:** Broker

## Comments

## Comments (Cont'd)

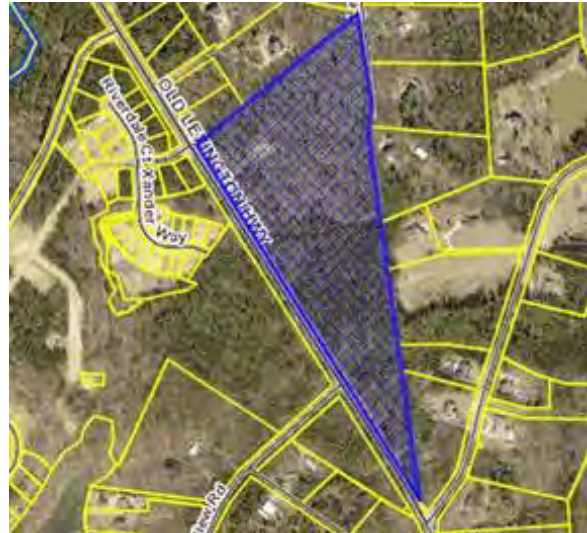
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Interior parcel of rectangular partially wooded land with frontage on Garners Ferry Road. Small portions in Flood Zone A. Above ground electricity, no water or sewer. Gary Bozeman with Southern Visions Real Estate is the broker, 803-920-0619.



## Location & Property Identification

Property Name:	Chapin Residential Land
Sub-Property Type:	Residential, Residential Subdivision
Address:	Old Lexington Hwy.
City/State/Zip:	Chapin, SC 29036
County:	Lexington
Submarket:	Dutch Fork
Market Orientation:	Suburban
Property Location:	NEQ of Old Lexington Hwy. & Jake Meetze Rd.
IRR Event ID:	1403882



## Sale Information

Sale Price:	\$358,120
Effective Sale Price:	\$358,120
Sale Date:	08/31/2016
Recording Date:	08/31/2016
Sale Status:	Closed
\$/Acre(Gross):	\$14,000
\$/Land SF(Gross):	\$0.32
\$/Acre(Usable):	\$14,000
\$/Land SF(Usable):	\$0.32
\$/Unit:	\$5,510 /Approved Lot
Grantor/Seller:	Bettie C. Derrick
Grantee/Buyer:	Chapin Investment Group, LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Terms of Sale:	Arm's length
Document Type:	Deed
Recording No.:	Book 18635, Page 1
Verified By:	George John
Verification Date:	10/13/2016
Confirmation Source:	Tombo Millikenm, 803-744-9852
Verification Type:	Confirmed-Seller Broker

Secondary Verific. Source: Deed, News Article

## Improvement and Site Data

MSA:	Columbia, SC
Legal/Tax/Parcel ID:	001700-04-032
Acres(Usable/Gross):	25.58/25.58
Land-SF(Usable/Gross):	1,114,264/1,114,264
Usable/Gross Ratio:	1.00
No. of Units (Potential):	65
Shape:	Irregular
Topography:	Undulating
Corner Lot:	No
Frontage Feet:	2150
Frontage Desc.:	Old Lexington Hwy.
Frontage Type:	2 way, 1 lane each way
Traffic Control at Entry:	None
Traffic Flow:	Low
AccessibilityRating:	Average
Visibility Rating:	Average
Zoning Code:	RD
Zoning Desc.:	Restrictive Development
Flood Plain:	No
Utilities:	Electricity, Gas, Telephone
Source of Land Info.:	Public Records

## Comments



## Comments (Cont'd)

---

Triangular shaped interior parcel near Lake Murray. Buyer plans to build a residential subdivision. Tombo Milliken with NAI is the listing broker, 803-744-9852. He indicated that utilities were very close to the site and 65 to 70 lots were planned.

## Location & Property Identification

Property Name: Residential Land  
 Sub-Property Type: Residential  
 Address: 1824 Old Barnwell Rd.  
 City/State/Zip: Lexington, SC 29073  
 County: Lexington  
 Submarket: Lexington County  
 Market Orientation: Suburban  
  
 IRR Event ID: 1346872



## Sale Information

Sale Price: \$180,000  
 Effective Sale Price: \$180,000  
 Sale Date: 05/23/2016  
 Sale Status: In-Contract  
 \$/Acre(Gross): \$8,182  
 \$/Land SF(Gross): \$0.19  
 \$/Acre(Usable): \$9,053  
 \$/Land SF(Usable): \$0.21  
 Grantor/Seller: Herbert A. Wood & Nancy W. Marella  
  
 Grantee/Buyer: Eric Wessinger  
 Assets Sold: Real estate only  
 Property Rights: Fee Simple  
 Financing: Cash to seller  
 Document Type: Deed  
 Verified By: Elizabeth Keys  
 Verification Date: 05/10/2016  
 Confirmation Source: Eric Wessinger  
 Verification Type: Confirmed-Buyer

Topography: Level  
 Corner Lot: No  
 Frontage Feet: 261  
 Frontage Desc.: Old Barnwell  
 Zoning Code: ID & RD  
 Zoning Desc.: Intensive Development and Restrictive  
  
 Flood Plain: No  
 Utilities: Electricity, Water Public  
 Source of Land Info.: Other

## Comments

Property purchased for construction of a single family home.

## Improvement and Site Data

MSA: Columbia, SC Metropolitan Statistical Area  
  
 Acres(Usable/Gross): 19.88/22.00  
 Land-SF(Usable/Gross): 866,112/958,320  
 Usable/Gross Ratio: 0.90  
 Shape: Irregular

## Location & Property Identification

Property Name: 11.88 Acre Parcel  
 Sub-Property Type: Residential  
 Address: 333 McLee Rd.  
 City/State/Zip: Lexington, SC 29073  
 County: Lexington  
 Submarket: Lexington County  
 Market Orientation: Suburban



IRR Event ID: 1337713

## Sale Information

Sale Price: \$103,500  
 Effective Sale Price: \$103,500  
 Sale Date: 03/28/2014  
 Sale Status: Closed  
 \$/Acre(Gross): \$8,712  
 \$/Land SF(Gross): \$0.20  
 \$/Acre(Usable): \$14,516  
 \$/Land SF(Usable): \$0.33  
 Grantor/Seller: Clifford P. Fisher  
 Grantee/Buyer: Bluefield Road Investors, LLC

Assets Sold: Real estate only  
 Property Rights: Fee Simple  
 % of Interest Conveyed: 100.00  
 Financing: Cash to seller  
 Terms of Sale: Arm's length  
 Document Type: Deed  
 Recording No.: Book 16874, Page 230  
 Verified By: Elizabeth Keys  
 Verification Date: 04/29/2016  
 Confirmation Source: Clifford Fisher  
 Verification Type: Confirmed-Seller

Land-SF(Usable/Gross): 310,582/517,492  
 Usable/Gross Ratio: 0.60  
 Shape: Irregular  
 Topography: Steep  
 Corner Lot: No  
 Frontage Desc.: McLee Rd.  
 Frontage Type: 2 way, 1 lane each way  
 Traffic Flow: Low  
 AccessibilityRating: Average  
 Visibility Rating: Average  
 Zoning Code: RD  
 Zoning Desc.: Restrictive Development  
 Flood Plain: No  
 Utilities: Water Public, Sewer  
 Source of Land Info.: Owner

## Comments

Parcel was only about 60% usable due to steep topography and some wetlands. To be developed for residential use.

## Improvement and Site Data

MSA: Columbia, SC  
 Legal/Tax/Parcel ID: P/O 007600-03-027  
 Acres(Usable/Gross): 7.13/11.88

## 11.88 Acre Parcel



**Addendum D**  
**Engagement Letter**



Engagement Letter



Bowers Forestry Services, LLC  
135 Eunice Ct, Chapin SC 29036  
Penn G. Bowers, Owner and Operator, Registered Forester  
803.917.3509 [bowers.penn@gmail.com](mailto:bowers.penn@gmail.com)



Dear Mr. Madden,

Upon your request a 10% cruise was performed on the property located on lost creek drive in Richland county bearing the tax map number R06400-01-01 to estimate the timber value. Below you will find a summary of the value each value is rounded to the nearest \$500. Prices are based on current market conditions and are subject to change.

Pine Sawtimber-90 tons @ \$24/ton=\$2,000

Pine Pulpwood-200 tons @ \$10/ton=\$2,000

Hardwood Sawtimber-40 tons @ \$30/ton=\$1,000

Hardwood Pulpwood-160 tons @ \$9/ton=\$1500

Total estimated value of the timber-\$6,500

[Type here]

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Brittney Hoyle Terry, Esq., Risk Management  
**Department:** Risk Management  
**Date Prepared:** March 10, 2020 **Meeting Date:** March 24, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 18, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 18, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 18, 2020
<b>Approved for Consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	

**Committee:** Administration & Finance Committee  
**Subject:** Budget Amendment – First Vehicle Services Refunds

**Recommended Action:**

Staff recommends the Richland County Council approve an amendment to the Risk Management budget in the amount of \$670,599.68 for expenditures directly related to Fleet operations only, primarily consisting of repairs and improvements to our Central Garage facility.

**Motion Requested:**

“I move that Richland County Council approve the requested amendment to the Risk Management budget in the amount of \$670,599.68 for expenditures directly related to Fleet operations only, primarily consisting of repairs and improvements to our Central Garage facility.”

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The request pertains to funds that were originally budgeted for Fleet operations but were refunded by the vendor. A budget amendment is now needed to expend the funds.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

### Discussion:

Richland County contracts with First Vehicle Services (FVS) for the maintenance and repair of County vehicles. The majority of labor, overhead expenses, administrative costs, parts, supplies, and outside services are covered by the fixed annual contract amount. Each year, per our “shared savings incentive” agreement, we receive a refund of 90% of the difference in our annual fixed contract amount and actual billed costs. As an incentive to improve overall efficiency, FVS retains 10% of that difference.

We recently received the refund checks for 2017, 2018, and 2019. We received the 2017 and 2018 refunds later than usual due to delays that have since been corrected. The 2017 refund check of \$228,961.68 and the 2018/2019 check of \$441,638 total the requested budget amendment amount of \$670,599.68. We are requesting approval to use the refunds checks for repairs and improvements to Central Garage. Prior year refunds have been used for this purpose, so there is some precedent for the present request.

Moving forward, budget amendments of this type should not be necessary. We will obtain refund information in advance, and the funds will be considered as part of the normal budget process. Additionally, the annual fixed contract amount was reduced for the 2019 renewal. We expect smaller refund checks moving forward, but we will pay less up front.

### Attachments:

1. List of needed repairs and improvements





### Repairs and Improvements – Central Garage

1. Add canopy over Heavy Side Shop
  - a. Will double work area of shop with suitable space for fire trucks
  - b. Includes adding to side of building – one or two extra bays
  - c. Canopy to have lights, electrical, air, heaters, fans
  - d. Replace cement in front with reinforced
2. Replace unsafe, out-of-service lifts
  - a. Light side – two lifts (20% capacity)
  - b. Heavy side – replacement for in-ground lift
    - i. 50,000 lb. capacity will include all fire equipment
3. Purchase GM and Chrysler diagnostic equipment and programs
  - a. Will allow us to perform complete diagnostics as we do with Ford
4. Improvement internal garage facility
  - a. Upgrade Dispatch (Customer) and Parts areas
  - b. Upgrade locker rooms
5. Conduct Engineer/Architect study
  - a. Evaluate upper level for stability and safety
  - b. Offer solutions for office expansion
6. Repair shop drain system
  - a. Drains appear to be collapsing, backing up water in shop
7. Add Wi-Fi
  - a. Switch FMIS system to web based FVS system
8. Transition old RCSD impound lot to secure Emergency Vehicle lot
  - a. Move fences, add security gate
9. Replace pumps at County fuel sites
10. Upgrade Software



### Discussion:

In October 2019, the SC Department of Archives and History approved the text for a historical marker for the Columbia Hospital “Negro Unit.” Columbia Hospital School of Nursing Alumnae Association-Black Nurses (CHSNAA) sponsored the historical marker and provided funding in the amount of \$2,090 to Sewah Studios to cast the historic marker.

In 1943, Columbia Hospital opened a segregated wing for African Americans on the corner of Harden and Lady Streets. Two years earlier, the hospital constructed a dormitory for African American nurses at the corner of Laurens and Washington Streets, where Richland County Emergency Services is currently located. Neither of these locations are suitable for a historical marker since markers are not allowed in the right-of-way, the sidewalk and fencing on Harden Street block installation outside the right-of-way, and fencing and parking for Emergency Services limit access.

CHSNAA requests placement of the historical marker in the landscaped sitting area across from the Elections and Voter Registration Office, south side of Washington Street on the corner of Washington and Harden Streets. This location is outside the right-of-way and is on the same block where both buildings once stood and easily accessible to the public.

### Attachments:

1. SCDAH approved marker text
2. Sanborn map of Columbia Hospital
3. Map of county parcel with desired marker location
4. Photos of location sites

**SIDE 1 of 2**

**SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY**  
**8301 Parklane Road**  
**Columbia, S.C. 29223**

Edwin C. Breeden, Ph.D.  
 Coordinator  
 South Carolina Historical Marker Program  
 (803) 896-6182 Phone  
 ebreeden@scdah.sc.gov

**RICHLAND COUNTY**

**40-213**  
**COLUMBIA HOSPITAL**  
**"NEGRO UNIT"**

Columbia Hospital, est. 1892, opened a segregated wing for African Americans in 1934 at its Hampton St. location. In 1943, it built an expanded "Negro Unit" at the NW corner of Harden and Lady Sts. This 4-story facility was designed by architects Lafaye, Lafaye, & Fair and cost \$333,000. When opened, it was equipped for 165 patients plus 30 infants. In 1972, Columbia Hospital was replaced by Richland Memorial Hospital.  
 (continued on next side)

**SPONSORED BY THE COLUMBIA HOSPITAL SCHOOL OF NURSING ALUMNAE ASSOCIATION BLACK NURSES, 2019**

Approved:

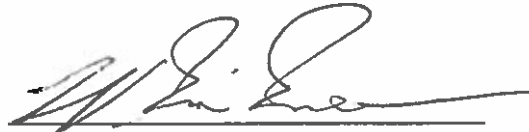
W. Eric Emerson, Ph.D.

Director

South Carolina Department of Archives and History

Date: December 2, 2019

Marker Location: SW corner of Harden St. & Washington St. intersection, Columbia (34° 0.499'N 81° 1.229'W)



*I confirm that I approve of the text as drafted above:* \_\_\_\_\_  
 Sponsor Signature / Date

**SIDE 2 of 2**

**SOUTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORY**  
8301 Parklane Road  
Columbia, S.C. 29223

Edwin C. Breeden, Ph.D.  
Coordinator  
South Carolina Historical Marker Program  
(803) 896-6182 Phone  
ebreeden@scdah.sc.gov

**RICHLAND COUNTY**

**40-213**  
**COLUMBIA HOSPITAL**  
**"NEGRO NURSES"**  
(continued from other side)

In 1935, Columbia Hospital opened a segregated School of Nursing for African Americans. A first class of ten graduated in 1938. In 1941, a 3-story dormitory for African American nurses was built at the corner of Laurens and Washington Sts. It included classrooms, an auditorium, and a library. By the time the school closed in 1965, more than 400 nurses had graduated. The school was accredited by the state of S.C.

**SPONSORED BY THE COLUMBIA HOSPITAL SCHOOL OF NURSING ALUMNAE ASSOCIATION BLACK NURSES, 2019**

Approved:

W. Eric Emerson, Ph.D.  
Director



South Carolina Department of Archives and History

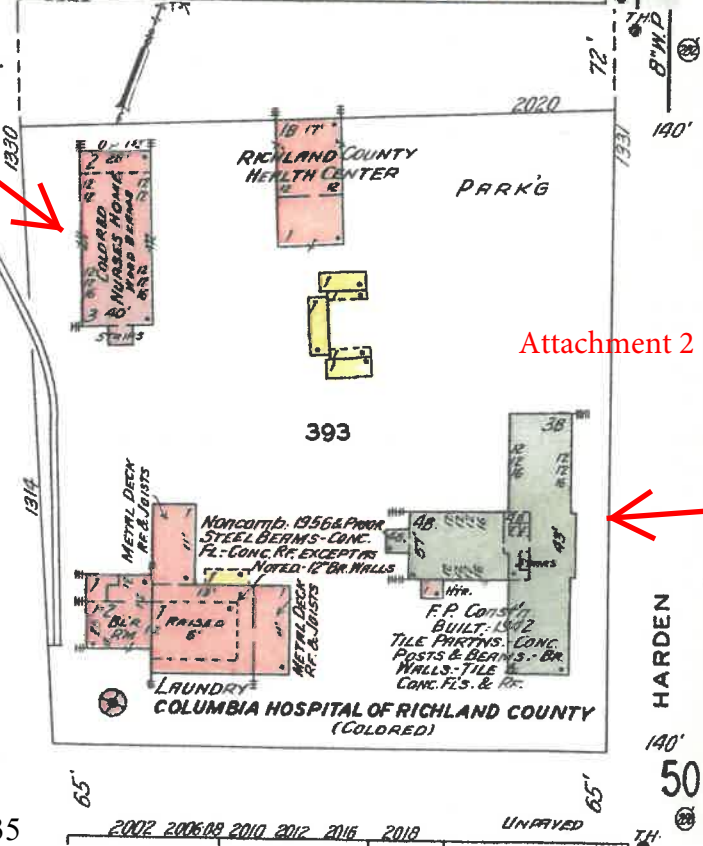
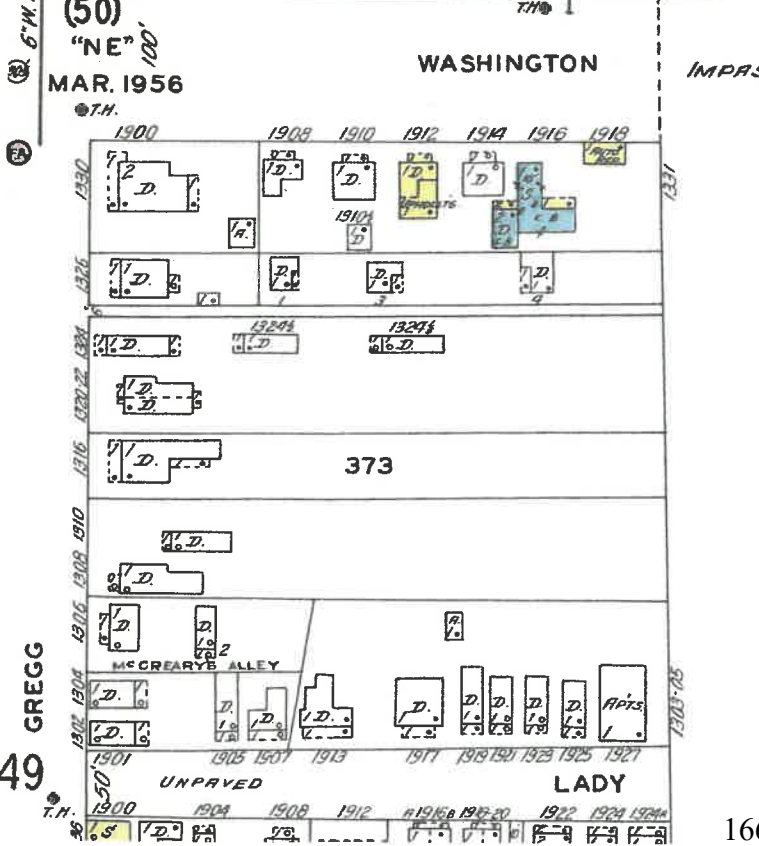
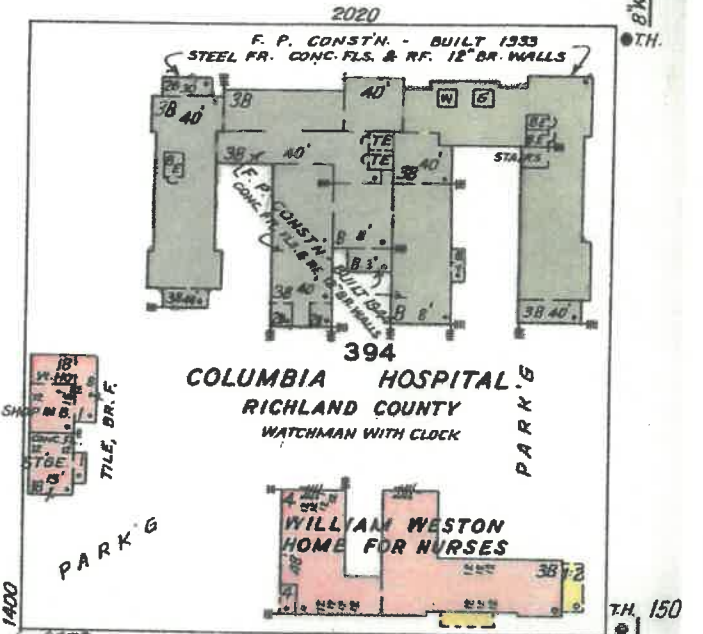
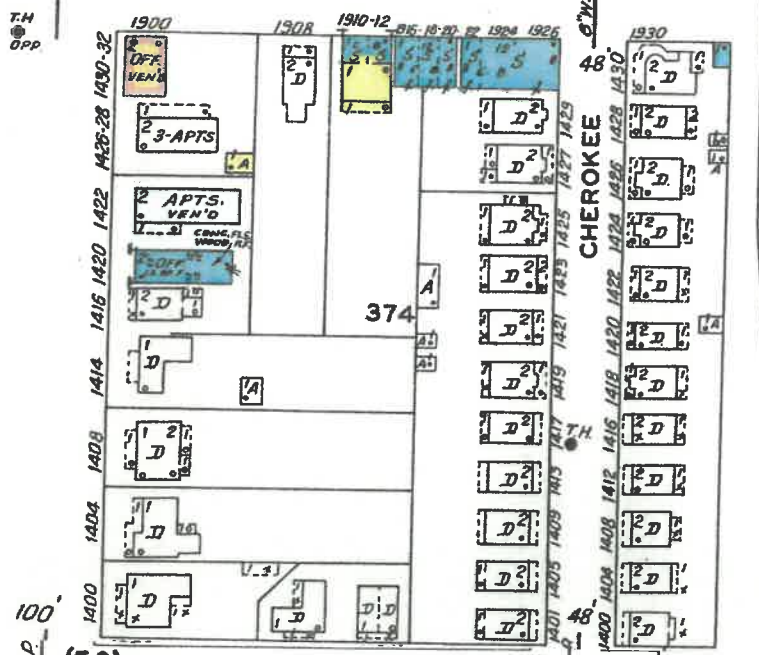
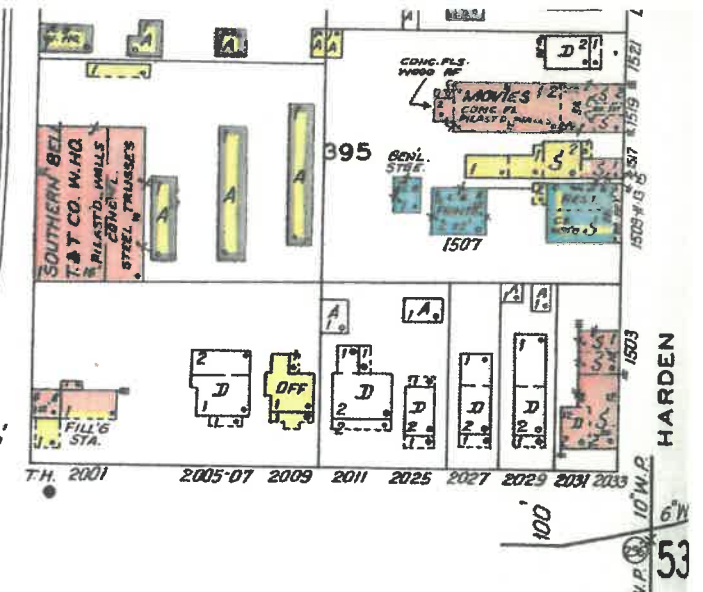
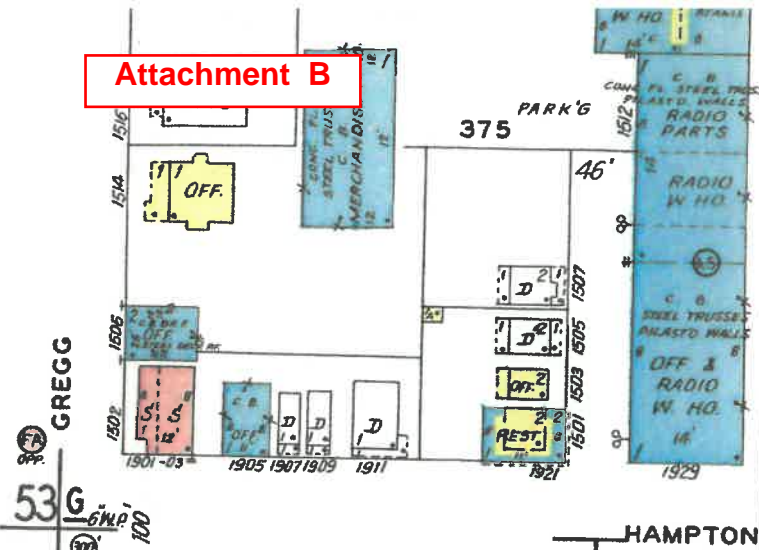
Date: December 2, 2019

Marker Location: SW corner of Harden St. & Washington St. intersection, Columbia (34° 0.499'N 81° 1.229'W)

*I confirm that I approve of the text as drafted above:* \_\_\_\_\_

Sponsor Signature / Date

Attachment B




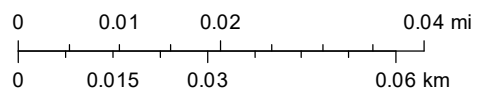
# Historical marker placement at 2020 Hampton St.



January 2, 2020

1:1,200

 Parcels



Red arrow is desirable location  
Blue arrows are undesirable

Richland County  
Richland County & Woolpert

# Marker Locations



Corner of Harden and Lady where Negro Unit Hospital stood



Laurens Street where Nurses Quarters stood



Preferred location, across from Elections Office



168 of 335 Harden Street sidewalk approaching preferred marker location



**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Synithia Williams, Stormwater Manager  
**Department:** Department of Public Works  
**Date Prepared:** March 2, 2020                      **Meeting Date:** April 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 08, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 21, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 08, 2020
<b>Other Review:</b>	Jennifer Wladischkin, Procurement Manager	<b>Date:</b>	April 07, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Replacement Office Building - Stormwater Management Division		

**Recommended Action:**

Staff recommends awarding the contract, through the General Services Administration (GSA) procurement, with Willscot, Inc. for a new modular office building for the Department of Public Works Stormwater Management Division.

**Motion Requested:**

1. Move to accept staff’s recommendation; or
2. Move to deny

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The Department of Public Works Stormwater Management Division budgeted \$180,000 for a replacement office trailer. The funds are allocated in account 1208302200-531000 (Other Capital).

**Motion of Origin:**

There is no associated Council motion of origin. Funds were appropriated in the Capital portion of the FY-20 Operating Budget.

Council Member	
Meeting	
Date	

### Discussion:

The Department of Public Works, Stormwater Management Division currently operates in a commercial grade construction trailer, which was purchased in 2008. Since 2008, the Division has grown to ten employees. The number of staff and the equipment needed to meet the mission of the Division has outgrown the current space.

In addition to the need for additional space, the current office has frequent, severe maintenance needs including a badly leaking roof, leaking doors and windows, weakened floor near entrances, and a failing hot water heater.

Williams Scotsman, Inc. (Willscot) provided a quote of \$167,676 to replace the current office with a new modular office space with updated features that is also ADA compliant. The replacement building can be purchased by means of a GSA Contract (GS-07F-0257M). GSA's acquisition solutions offer private sector professional services, equipment, supplies, and IT to government organizations and the military through negotiated Schedule contracts. Utilizing the Cooperative Purchasing and Disaster Relief programs, State and local governments can take advantage of this system to save time and reduce overall costs on the supplies and services they need.

### Attachments:

1. Price quote and layout for replacement modular office building



**Williams Scotsman, Inc.**  
1320 S Danzler Rd  
Duncan SC 29334

**Your Williams Scotsman Representative**  
Chrystie Mack  
Territory Sales Manager

**Contract Number:** 1163500  
**Revision:** 1  
**Date:** October 23, 2019

**Phone:** (864)486-1683  
**Fax:** 864-486-1683  
**Email:** cmack@willscot.com  
**Toll Free:** 800-782-1500

**Sale Quote Summary (New Equipment) - Q#1163500**

<b>Buyer:</b>	<b>Contact:</b>	<b>Ship To Address:</b>
Richland County Dept of Public Works 400 Powell Rd Columbia, South Carolina, 292039668	Bree Tribble 400 Powell Rd Stormwater Division Columbia, SC, 29203 Phone: 803-576-2468 Fax: Email: tribbleb@rcgov.us	7201 Fairfield Rd COLUMBIA , SC 29203 US

**Product Descriptions**

QTY	PRODUCT
1	SM8028

**Pricing Summary - All Options (excluding taxes)**

**TOTAL CHARGES WITH ALL OPTIONS:** \$167,676.00



**Williams Scotsman, Inc.**  
 1320 S Danzler Rd  
 Duncan SC 29334

**Your Williams Scotsman Representative**  
 Chrystie Mack  
 Territory Sales Manager

**Contract Number:** 1163500

**Revision:** 1

**Date:** October 23, 2019

**Phone:** (864)486-1683  
**Fax:** 864-486-1683  
**Email:** cmack@willscot.com  
**Toll Free:** 800-782-1500

**SALE AGREEMENT FOR NEW EQUIPMENT WITH LIMITED WARRANTY**

<b>Buyer:</b> Richland County Dept of Public Works 400 Powell Rd Columbia, South Carolina, 292039668	<b>Contact:</b> Bree Tribble 400 Powell Rd Stormwater Division Columbia, SC, 29203 Phone: 803-576-2468 Fax: Email: tribbleb@rcgov.us	<b>Ship To Address:</b> 7201 Fairfield Rd COLUMBIA , SC 29203 US <b>Delivery Date (on or about):</b> <b>01/06/2020</b>
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Unit Description and Pricing	Quantity	Price	Extended
80x28 Section Mod. (76x28 Box)      Unit Number:	1	\$126,129.00	\$126,129.00
Ramp - Delivery & Installation	1	\$1,231.00	\$1,231.00
ADA/IBC Ramp - 36' w/ swbk&stp      Aluminum System	1	\$18,334.00	\$18,334.00
ADA/IBC Step - Sale	1	\$1,230.00	\$1,230.00
Delivery Freight	2	\$3,429.00	\$6,858.00
Block and Level	1	\$8,486.00	\$8,486.00
Skirting - hardipanel	208	\$26.00	\$5,408.00

**Total Purchase Price Including Delivery & Installation (if applicable)\* :**      \$167,676.00

\*All prices exclude applicable taxes.

**Summary of Charges**

Model: SM8028	QUANTITY: 1	Total Charges for (1 ) Building(s): \$167,676.00
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**Williams Scotsman, Inc.**  
1320 S Danzler Rd  
Duncan SC 29334

**Your Williams Scotsman Representative**  
Christie Mack  
Territory Sales Manager

**Contract Number:** 1163500

**Revision:** 1

**Date:** October 23, 2019

**Phone:** (864)486-1683  
**Fax:** 864-486-1683  
**Email:** cmack@willscot.com  
**Toll Free:** 800-782-1500

**Payment Terms**

Sales Percent Down: 30%  
Sales Percent Pre Delivery: 60%  
Sales Percent Net: 10%

Sales Percent Net Days: 10 days  
Credit Terms: 30% upon placement of order; 30% due upon approval of drawings; 30% due upon completion of modules at the factory; 10% due Net 10 days from substantial completion; subject to credit review.

**Acknowledgement**

This Sales Agreement (the "Agreement") is made on October 23, 2019, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 901 S Bond Street Suite 600, Baltimore, Maryland 21231 ("Seller") and Richland County Dept of Public Works ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda:

Addenda: No addenda are included with this document

1. Floor Plan
2. Building Specifications

\*All prices exclude applicable taxes.

**By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-2011) located on Seller's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Seller subject to the terms therein.**

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

<b>Signatures</b>	
<b>BUYER (Name):</b> Richland County Dept of Public Works	<b>SELLER:</b> Williams Scotsman, Inc.
Signature:	
Print Name:	
Title:	
Date:	
PO#	

**PLEASE RETURN SIGNED AGREEMENT TO: BALLleases@willscot.com**

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email:



**Williams Scotsman, Inc.**  
1320 S Danzler Rd  
Duncan SC 29334

**Your Williams Scotsman Representative**  
Chrystie Mack  
Territory Sales Manager

**Contract Number:** 1163500

**Revision:** 1

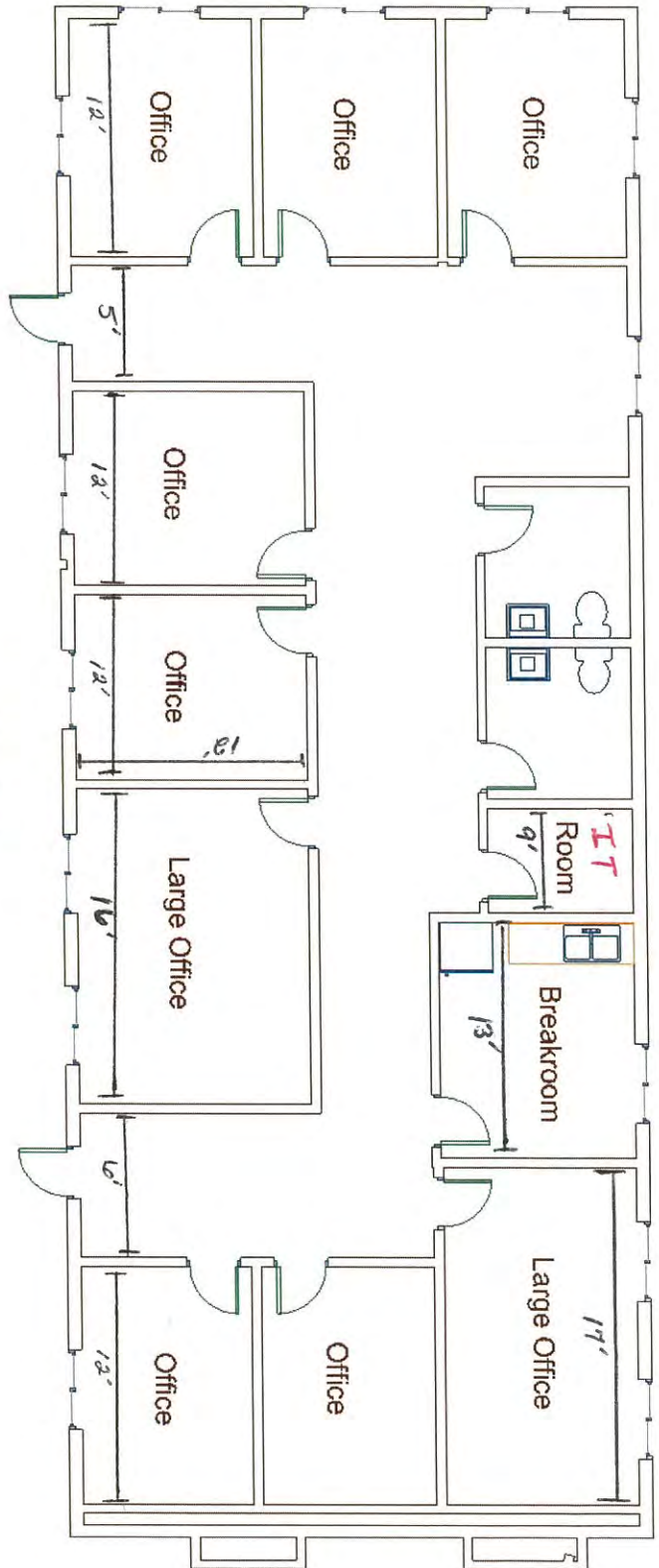
**Date:** October 23, 2019

**Phone:** (864)486-1683  
**Fax:** 864-486-1683  
**Email:** cmack@willscot.com  
**Toll Free:** 800-782-1500

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No thanks. Please mail my invoices to:  
400 Powell Rd  
Stormwater Division  
Columbia, South Carolina, 292039668

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Business Office  
80'x28' (76' Box Size)

HVAC Unit

## Building Specifications:

Model Year: 2019		Sq Feet: 2,128.00
Qty	Description	Color/Location

### SPECIFICATIONS:

\*\*\*\*\*Please Note; Hi-Low Water Cooler & Mop Sink Required\*\*\*\*\*

\*\*\*\*\*Please Note; Appliances Are By Others and Not FSSI\*\*\*\*\*

Module Dimensions / Doublewide Base

(2) 13'8" x 76' Modules

Occupancy: Business

State/Code Requirements/Insignias

IBC/SC

130 MPH Wind Speed

Destination:

????????

1 South Carolina

### CHASSIS:

152 96" On Center outriggers (UT14)

152 (UT14-7076) Outrigger with 95.5" I-Beam Spacing

"I"-Beam Will Be Sized As Required

Axle Quantity Will Be Calculated As Required

(Recycled axles, an option for new axles is available upon request)

New Tires

(An option for select tires is available upon request)

Hitches are Detachable

### FLOOR

Bottom Board Material Has Nylon Impregnation

2" x 8" Floor Joist @ 16" O.C.

Standard Plywood Floor Sheath/Decking {5/8" T & G}

VCT {Vinyl Composite Tile} Installed Per The Print

\*\*\*\*\*Balance\*\*\*\*\*

Manufacturer's standard is "Armstrong" brand VCT. If an alternate brand or a color that differs from manufacturer's standard color selections is chosen, an additional cost will be assessed.



Qty	Description	Color/Location
-----	-------------	----------------

**FLOOR**

26 oz. Commercial Grade Carpet {13'8" or larger}  
 \*\*\*\* @ Offices \*\*\*\*  
 {Per The Print}

**WALL SECTION:**

265 Interior Wall Height: 8'0"

1 Double Top-Plate On Exterior Walls

208 2" x 6" Exterior Wall Height: 8'0"

5/8" VCG {Type "X" Gypsum}

Interior Trim Package: Standard Battens  
 {UNLESS OTHERWISE NOTED}

738 4" VCB (Vinyl Cove Base)  
 \*\*\*\*Thru-out\*\*\*\*

ATTENTION: HURRICANE STRAPS NOT INSTALLED

Please note that no hurricane tie-down straps will be included installed from the FSSI factory. Please see options if this is needed.

**INTERIOR DOORS SECTION:**

13 36" x 80" Painted H.C. 6-Panel Door w/ Steel Jamb  
 {Includes Timely or Redi-Frames, Lever; Unless Otherwise Noted,  
 Door Frame Will Be Painted The Standard Finish Color (Bronze)}

11 Passage Locks

2 Privacy Locks for Restrooms

**ROOF/CEILING SECTION:**

1 Truss Spacing @ 24" O.C.

(UT14w) Transverse Truss (Engineered Truss)

Snow Load Only as Required

Roof Load Only as Required

7/16" x 4 x 8 EPDM underlayment

Roof Covering: 45 mil. Black EPDM (DOUBLE WIDE)

9"peel & stick Black mate-line tape

Qty	Description	Color/Location
-----	-------------	----------------

**ROOF/CEILING SECTION:**

1/2" Pre-Finished Sea-Spray Ceiling (Doublewide)

Ceiling Finish Is 8'0" Above Finished Floor

- 76 4-Layer 24" Ridge-Beam Construction:  
 {This Beam Will Be Constructed From 4-Layers Of 3/4" Structural  
 Grade Plywood Installed as Required And Fastened as Per Approved  
 Fastening Schedule}
- 1 No Overhang/Projection on the Roof
- 2 Power Gable Vent with Passive Gable Vent  
 \*\*\*\*As required\*\*\*\*
- ATTENTION: HURRICANE STRAPS NOT INSTALLED  
 Please note that no hurricane tie-down straps will be included installed  
 from the FSSI factory. Please see options if this is needed.

**PLUMBING SECTION:**

- 2 Restroom Description: Single-Station Handicap RR
- 2 Standard Lavatory (Wall Mount Type)  
 {Includes A Standard Faucet & Mirror}
- 2 Handicap Sink Protection - Sock for P-trap
- 2 Water Closet Type: HC Accessible W/ Std. Grab Bars  
 {Includes a Standard Toilet Paper Holder; Unless An Upgraded Toilet  
 Paper Holder Is Listed}
- 1 6 Gallon Water Heater
- 1 PVC Utility Sink With Legs & STD Faucet
- 1 Hi-Lo Water Cooler {Handicap accessible}
- Supply Lines Are CPVC
- Drain/Waste Lines Are PVC  
 {Please Note That All Manifolding Is Done On-Site By Others}
- 1 Rough-in Plumbing for a Refrigerator Icemaker  
 {Unless Otherwise Noted, All Appliances Are by Others}

**ELECTRICAL SECTION:**

- 2 Panel Type: Standard 125 AMP 240V

Qty	Description	Color/Location
-----	-------------	----------------

**ELECTRICAL SECTION:**

- |    |  |  |
|----|--|--|
| 28 | Standard Surface Mounted 232 Fluorescent Lights<br>{This Is Standard Diffused Fluorescent Light Fixture With Wrap Around Prismatic Type Lens, Electronic Ballast & T-8 Bulbs}  |  |
| 2  | Standard 60 Watt Porch Light With Photo-Cell   |  |
| 15 | OCCUPANCY SENSOR   |  |
| 2  | Combo Dual Head Emergency Light / Exit Sign<br>{QUANTITY SHOWN IS BUDGETED, ACTUAL QUANTITY WILL BE AS REQUIRED AFTER REVIEW AND PER THE FINAL APPROVED CUSTOMER DRAWING}  |  |
| 2  | Double Exterior Emergency Light Remote Heads<br>{Exterior Type To Match Porch Lights}  |  |
| 20 | 2" x 4" Junction Box With 1/2" Conduit (Standard)<br>{These Junction Boxes Will Be Stubbed-up into The Attic Cavity for T-grid Unless Otherwise Instructed By The Customer On The Print & Stubbed Into The Crawl Space On All Other Ceiling Types Unless Otherwise Instructed; All Boxes & Conduit Are Empty, All Wiring & Devices For Monitoring, Alarms & Security Are Entirely By Others} |  |
| 2  | Combination- 100CFM Exhaust Fan With 60 Watt Light   |  |
|    | 110 Volt Receptacles @ Approximately 12' O.C.<br>{Standard}  |  |
|    | Receptacles / Switches / Covers are White  |  |
| 3  | GFI Receptacles As Required (See Prnt)<br>{GFI= Ground Fault Interrupter}  |  |
| 2  | Exterior Use GFI With Weather-Proof Cover<br>{In Use Type}   |  |
| 1  | 110 Volt Dedicated Receptacle<br>****Fridge****  |  |
| 1  | Heat Tape Receptacle   |  |
|    | Standard Race-Way: 12-2 Romex Wiring   |  |

**HVAC SECTION**

- |     |   |  |
|-----|---|--|
| 2   | 4 Ton Wall Mounted Unit With 10kw Heat Strip                                |  |
| 144 | Linear Feet of Fiberglass Supply Duct with Grilles<br>{Oversized as Needed} |  |
| 132 | Linear Feet of Fiberglass Return Duct with Grilles                          |  |

Qty	Description	Color/Location
-----	-------------	----------------

**HVAC SECTION**

- 24 Plenum / Chase Wall Per The Print
- 2 Digital Thermostat

**DEHUMIDIFICATION NOT INCLUDED:**

Please note that First String Space is not quoting humidity control (dehumidification) as part of the mechanical system. See options for a price per HVAC unit for dehumidification to be included.

**CABINETS & FURNISHINGS**

- 6 Linear Foot Of Standard Base Cabinets (MDF)
- 6 Linear Foot Of Standard Overhead Cabinets (MDF)  
{Includes Center Shelf}
- 1 Double Stainless Steel Sink With Faucet  
\*\*\*\* DELTA \*\*\*\*

**EXTERIOR SECTION:**

- Sierra Style Hardi Panel Siding (Doublewide)  
{Hardi Panel Trim}
- 208 Sierra Hardi Mansard  
\*\*\*\*False Mansard\*\*\*\*
- Sheathing Installed As Per Applicable Requirements
- Standard House Wrap Installed 100%  
{All wrap installed right side up & in a shingled fashion}

**WINDOWS SECTION:**

- 14 Vinyl Mini-Blinds  
{Standard Colors Only}
- 14 36x60 VS Bronze Metal Frame & Low E Ins Glass  
Vertical Sliding Tinted Insulated (Egress)

**EXTERIOR DOORS:**

- 1 36"x80" Steel/ Steel Exterior Door w/ 6"x30" VB
- 1 36"x80" ST Ext. Door w/ ST Jamb Full Glass Insert
- 2 Standard Lever
- 2 Standard Closure

**INSULATION SECTION:**

- 1664 Exterior Wall Includes R -19  
(Requires 2" x 6" minimum exterior walls)

**INSULATION SECTION:**

- 2128 Floor Includes R-30
- 2128 Roof Includes R-49
- 2120 R-11 Sound Reduction Batts In All Interior Walls



**Agenda Briefing**

**Prepared by:** David Bertolini, Deputy Director

**Department:** Operational Services

**Date Prepared:** March 16, 2020

**Meeting Date:** April 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 21, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 22, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 21, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Hopkins Magistrate Facility Expansion		

**Recommended Action:**

Staff will respond as directed by the Council relative to this request.

**Motion Requested:**

1. Move to accept the motion as presented by Councilmember Myers; or
2. Move to deny motion.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The estimated cost for the construction of a 3,100 sq.ft. building for a standalone Sheriff's substation is \$2,554,559; this cost does not include project design. The estimated yearly recurring (operational) cost is \$25,040. Operational Services presently does not have capital funds to support this proposal and has not received any FY20 capital project funding. Per the Office of Budget and Grants Management, the construction of the Sheriff's substation is included as a part of the Capital Improvement Plan.

Costs associated with the Historic Trail building remain unknown in the absence of design work.

**Motion of Origin:**

Move to mobilize the \$2million approved through budgeted year 2018 and 2019 to expand the current Richland County Magistrate's facility in Hopkins to include the Historic Trail Building and a Sheriff's Cat Team Headquarters as desired and requested by the community.

<b>Council Member</b>	Dalhi Myers, District 10
<b>Meeting</b>	Regular Session
<b>Date</b>	March 03, 2020

### Discussion:

The proposed 3,100 sq.ft. office space for the Sheriff's Department is a draft completed several months ago with input from RCSD staff. At that time, the estimated construction costs were based on tying into the new Hopkins Magistrate building while it was under construction. Presently, construction of the Hopkins Magistrate building is over 75% completion and beyond the feasibility of utilizing this option.

The revised construction costs are based on constructing a stand-alone building on the Hopkins Magistrate site to include an independent infrastructure and utility connections. These costs cannot be considered firm due to the present pandemic which has affected the availability of and increased costs of construction materials.

Additionally, at its May 01, 2018 regular session meeting. Council unanimously approved the design/build of the Hopkins Magistrate as presented. The approved proposal did not include the Sheriff's substation.

Operational Services presently has no information on the proposed Historic Trail Building to provide construction cost estimates at this time. In the absence of required design work, meaningful estimates are difficult to obtain.

### Attachments:

1. May 01, 2018 Council Meeting Agenda Briefing
2. Excerpt of the May 01, 2018 meeting minutes
3. Executed Contract
4. Construction estimated budget
5. Draft Architectural Drawing – Sheriff's Substation Option 2
6. Estimated yearly recurring costs

## Richland County Council Request for Action

**Subject:**

Approval to negotiate and enter into a Design/Build Contract for Two Magistrate offices

**Notes:**

April 24, 2018 – The committee recommended Council to authorize staff to move forward with negotiations and to enter into a GMP contract with GMK, Inc. the selected design and construction team from solicitation RC-035-Q-2017, to provide full design and construction services to wholly develop and build the Upper Township Magistrate and Hopkins Magistrate Offices. The Upper Township Magistrate project cost is in the amount of \$1,536,975. The Hopkins Magistrate project cost is in the amount of \$1,357,185.



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## **April 24, 2018 Administration & Finance Committee Meeting Briefing Document Approval to negotiate and enter into a Design/Build Contract**

### Agenda Item

Approval to negotiate and enter into a Design/Build Contract for two Magistrate offices (Upper Township and Hopkins)

### Background

The Upper Township (currently located at 4919 Rhett Ave.) and Hopkins Magistrate (currently located at 6108 Cabin Creek Rd.) offices are currently lease spaces that do not meet the operational needs of the departments. These two current facilities would most likely be listed as class C (towards the bottom end of office space classification as it relates to facility condition).

The Richland County Magistrate offices have been moving into owner occupied spaces (i.e. the Dentsville Magistrate moving to the Decker Center) to enhance the services provided to the citizens by having a facility that is specifically constructed and laid out for courtroom operations. An initiative to transform additional courts from leased space to owner occupied space was started in mid-2016. These two facilities will be the first two of the seven identified locations that will ultimately be addressed. The Upper Richland Magistrate office will move to 7615 Wilson Blvd. (TMS # R14304-05-15) which will consist of renovating the existing metal structure with a new interior and exterior. The Hopkins Magistrate will move to a new fully constructed from the ground up facility located at TSM # R21700-03-29 (no address has been assigned yet) which is located at the SE corner of Lower Richland Blvd and Air Base Road.

A Request of Qualifications (RFQ) solicitation (RC-035-Q-2017) was advertised by the Procurement Office, and two design/construction teams submitted proposals- GMK Associates and Solid Structures. Submittals were reviewed and scored by County staff in the areas of capability, relevant experience, responsiveness and financial resources. With Procurement overseeing the evaluation process, it was determined that GMK, Inc. was the most qualified, responsible, responsive, firm that replied to the solicitation.

GMK, Inc. developed a preliminary design that is approximately 4,830 square feet per facility, with an estimated construction cost of \$2,894,160.00 for both buildings (\$1,536,975.00 for Upper Township and \$1,357,185.00 for Hopkins).

The approval of County Council is being sought for the design/build process, which will develop the preliminary sketches into full construction documents and specifications. These documents will be developed with the full input and review/approval of Richland County staff and all affected and associated parties. As this progresses, further refinement of the construction budget will commence (with any



identified value engineering savings being given back to Richland County as a reduction to the GMP (Gross Maximum Price) contract amount. As the County agrees on the design milestones, construction will begin utilizing GMK, Inc.'s construction department and their associated sub-contractors.

### Issues

If Council decides to not move forward with the expenditure of available funds to construct the two Magistrate offices, the purchased properties (TMS # R14304-05-15 & TSM # R21700-03-29) that were acquired for these projects will go unused and could lead to blighted areas, in opposition to the County's stated priority of removing these areas. Additionally, if the Magistrate offices stay where they are currently located, the services that they provide will continue in their current reduced capacity, thus affecting the overall magistrate judicial process and citizens' experiences.

### Fiscal Impact

If approved, Richland County will enter into a GMP contract with the recommended construction team in the amount of \$2,894,140.00 with an additional \$65,880.00 in contingency, bringing the total project cost to \$2,960,040.00. The contingency is requested to address any unforeseen conditions due to the complexity of remodeling an existing facility and constructing a new facility in an area that is prone to having soil issues that need to be addressed once construction sites are cleared. Contingency use must be requested, evaluated by the Richland County Department of Operational Services as a change order, and no contingency use will be approved without strict scrutiny of all the facts and possible options by the project management team.

There are no additional funds requested for this project.

Funds are available in the existing Operational Services Capital Project budget noted below:

### Past Legislative Actions

None.

### Alternatives/Solutions

1. Authorize staff to move forward with negotiations and to enter into a GMP contract with GMK, Inc., the selected design and construction team from solicitation RC-035-Q-2017, to provide full design and construction services to wholly develop and build two Magistrate offices. The total project cost requested for approval is in the amount of \$2,960,040.00, with a GMP contract amount of \$2,894,160.00 and a reserved contingency amount of \$65,880.00.
2. Do not approve the expenditure of the funds and leave the existing Magistrate offices in their current locations. This decision could have impact on the daily operations of the Magistrate judicial system.

### Staff Recommendation

The recommendation is Option #1 (authorize the expenditure of funds). Richland County would enter into negotiations and execute a GMP contract in the amount of \$2,894,140.00, with an additional \$65,880.00 in contingency, with GMK, Inc. to construct two 4,830 (approximate) square feet Magistrate offices.



## Existing Magistrate Offices

Upper Township Magistrate (4919 Rnett Ave.)



Hopkins Magistrate (6108 Cabin Creek Rd.)



## Office space classification

### Class A

These buildings represent the newest and highest quality buildings in their market. They are generally the best looking buildings with the best construction, and possess high-quality building infrastructure. Class A buildings also are well located, have good access, and are professionally managed. As a result of this, they attract the highest quality tenants and also command the highest rents.

### Class B

This is the next notch down. Class B buildings are generally a little older, but still have good quality management and tenants. Oftentimes, value-added investors target these buildings as investments since well-located Class B buildings can be returned to their Class A glory through renovations such as facade and common area improvements. Class B buildings should generally not be functionally obsolete and should be well maintained.

### Class C

The lowest classification of office building and space is Class C. These are older buildings and are located in less desirable areas and are often in need of extensive renovation. Architecturally, these buildings are the least desirable, and building infrastructure and technology is outdated. As a result, Class C buildings have the lowest rental rates, take the longest time to lease, and are often targeted as re-development opportunities.

*The above is just a general guideline of building classifications. No formal standard exists for classifying a building. Buildings must be viewed in the context of their sub-market; i.e., a Class A building in one neighborhood may not be a Class A building in another.*

8

**RICHLAND COUNTY**

**MAGISTRATE COURT FACILITIES**

**4,830 sf Facilities Option**

**Upper Township Magistrate Court Facility**

**Hopkins Magistrate Court Facility**

**SCHEMATIC BUDGET PACKAGE UPDATE**

**April 13, 2018**

# **Richland County**

## **Upper Township Magistrate Court Facility**

### **Wilson Blvd. Renovations**

#### **Schematic Project Design Narrative**

**April 13, 2018**

The building will be a 4,830 sf renovation to an existing one-story, pre-engineered metal building. The existing interior will be gutted in preparation for the new renovations. The exterior metal roof panels and metal wall panels will be replaced with new roof and wall panels. Windows, where incorporated, will have sills placed at least 6'-8" above the floor elevation for security. Windows will be thermal, aluminum-frame type. Public entrances will be storefront type with glass entry doors and sidelights. Other exterior doors will be painted hollow metal with hollow metal frames. Exterior glass will be low-e, insulated glass. The building interior spaces will be constructed with gypsum board walls and acoustical ceiling tile ceilings. The finishes will be per Richland County standards. Interior doors will be flush style wood doors with hollow metal frames. Door hardware is to be commercial grade minimum grade 2 hardware. Access controls will be coordinated with the Owner's access control vendor as required. The judges bench, clerk bench, jury box and other built in courtroom furniture will be wood with either painted or stained finish.

The plumbing, mechanical, power, lighting and life safety systems will be replaced to meet current Code requirements.

# Richland County

## Upper Township Magistrate Court Facility

### Wilson Blvd. Renovations

#### Schematic Budget Estimate

April 10, 2018

Renovations Area = 4,830 sf

Sitework, 25 Spaces & Out-Building Demolition (Allowance)	\$129,500
Perimeter Skin Improvements / General Demolition:	\$410,480
Magistrate Facility Renovations:	\$867,765
Construction Costs Sub-Total:	<hr/> \$1,407,745
Design Fees (6%):	\$84,465
Design/Construction Contingency (3%):	\$44,765
Design & Construction Costs:	<hr/> <hr/> \$1,536,975

#### NOTES:

- Provide 25 Parking Spaces for Facility.
- Replace Exterior Wall & Roof Cladding, complete.
- Facility will be unsprinklered.
- Only work in Shell Space is utility stubs for Future.

**Richland County**

**Upper Township Magistrate Court Facility**

**Wilson Blvd. Renovations (4,830 sf)**

**Schematic Project Development Cost Worksheet**

**(For Determination of division of Responsibilities)**

**January 19, 2018**

	<u>GMK Responsibility</u>	<u>Owner Responsibility</u>
<b>Hard Costs:</b>		
Exterior Work:		
Sitework Construction <u>Allowance</u> - Clearing, Grading, Drainage, Pavements, On-Site Utilities, Erosion Control, & Landscaping	\$129,500	-
Off-Site Utilities to Property	NIC	
Unexpected Unsuitable Materials Replacement (Rock, Muck)	NIC	
Site Lighting Systems & Design	NIC	By Owner
Exterior Signage & Design	NIC	By Owner
Building Construction:		
Building Construction - Structural, Architectural, Mechanical, Plumbing, Electrical & Fire Protection per Code Requirements.	\$1,278,245	-
Hazardous Materials Abatement	NIC	
Mold & Mildew Remediation	NIC	
Fire Pump Systems	NIC	
Intercom, Security, Television & Communication Systems:		
Data, Telephone & Television Wiring; incl. Cable Tray	NIC	By Owner
Computer System Equipment, incl Power Conditioning	NIC	By Owner
Telephone System Equipment	NIC	By Owner
Television System Equipment	NIC	By Owner
Intercom & Paging Systems; Equipment & Wiring (Speakers, etc.)	NIC	By Owner
Security Systems; Equipment & Wiring (Locks, Cameras, etc.)	NIC	By Owner
Teleconference & AV Systems; Equipment & Wiring	NIC	By Owner
Clock Systems; Equipment & Wiring	NIC	By Owner
Furniture, Fixtures & Equipment:		
General Owner FF&E <u>Allowance</u>	NIC	By Owner
Kitchen & Serving Equipment; incl Installation & Design	NIC	By Owner
Residential Equipment; incl Installation (Refrigerators, Microwaves, Ice Machines, etc.)	NIC	By Owner
Television & Monitor Wall Brackets, incl Installation	NIC	By Owner
Paper Towel, Soap, & Toilet Tissue Dispencers, incl Installation	NIC	By Owner
Misc. Storage Shelving	NIC	By Owner
Furniture & Furnishings, incl Installation & Design	NIC	By Owner
Window Treatments & Blinds, incl Installation & Design	NIC	By Owner
Artwork, incl Installation & Design	NIC	By Owner
Office Equipment, incl Installation & Design	NIC	By Owner
Cubicle Curtains & Tracks, incl Installation	NIC	By Owner
Interior Signage, incl Installation	NIC	By Owner
Vending Equipment, incl Installation	NIC	By Owner
Other Hard Costs:		
<b>Total Hard Costs</b>	<b>\$1,407,745</b>	<b>\$0</b>



**Soft Costs:**

Design Fees (C,S,A,M,E,P & FP)	\$84,465	
Building Permit Fees	Included	
Special Inspections (IBC Chapter 17)	NIC	By Owner
Tap & Impact Fees	NIC	
Builder's Risk Insurance	NIC	
Payment & Performance Bonds	NIC	
Owner's & Contractor's Liability Insurance	NIC	
Construction Loan Interest	NIC	
Construction Loan Fees	NIC	
Traffic Impact Fees	NIC	
Topographic Surveys	NIC	\$4,500
Other Land Related Surveys (Tree Survey or As-Built Survey)	NIC	
Geotechnical & Environmental Studies	NIC	
Relocation Of Existing Underground Utilities	NIC	
Title Insurance	NIC	
Legal & Organizational	NIC	
Consultants	NIC	
Cost Segregation Analysis & Support For Same	NIC	
Cost of Electricity After Metered Power Is Provided To Building	NIC	
Initial Land Carrying Cost	NIC	
Other Miscellaneous Soft Costs	NIC	
Contingency	\$0	\$44,765
<b>Total Soft Costs</b>	<b>\$84,465</b>	<b>\$49,265</b>
<b>Total Estimated Project Costs</b>	<b>\$1,492,210</b>	<b>\$49,265</b>

**\$1,541,475**

\*\*\*See attached accompanying comments\*\*\*

# **Richland County**

## **Upper Township Magistrate Court Facility**

### **Wilson Blvd. Renovations**

#### **Comments to the Project Development Cost Analysis**

**April 13, 2018**

Items not included in the Schematic Budget, if required, to be furnished by Owner:

Intercom, Security, Television and Communication Systems consists of items such as Intercom Systems, Power Conditioning Equipment, Computer Systems, Paging Systems, Speakers, Security Systems, Security Cameras, Television Monitors, Cable Television Systems, Satellite Television systems, Telephone systems, Teleconferencing systems including cameras and speakers, Cable Tray and Wiring Control Systems, as well as wiring and labor for same.

Furniture, Fixtures and Equipment consists of items such as Window Treatments, Appliances, Kitchen Equipment (Not Only the Kitchen Equipment, but also including Hoods, Ductwork for Hoods, Fans and Fire Suppression for Hoods), Lockers, Soap Dispensers, Clocks, Metal Storage Shelving, Interior and Exterior Signage, Office Equipment, as well as labor for same.

Additional items which may be considered on a project specific basis for inclusion at a later date in the Project Development Cost Analysis are: Fire Pump, the Cost for Excavation/Removal/Replacement of Unsuitable Materials (Rocks, Muck, Etc. – 3000 psi bearing pressure assumed), Site Parking Lot Lighting, Site Landscaping and Irrigation (above Code minimum), Mold and Mildew Remediation, Hazardous Material Abatement, Vending Machines, Tap & Impact Fees, Owner's & Contractor's Liability Insurance, and 3<sup>rd</sup> Party Special Inspections.

Design fees apply to the civil design for the site work as well as for the architectural and engineering design required for the facility itself. Interior design fees are included for all items installed by GMK per the contract. Examples are carpet, vinyl tile, paint, flooring, doors, hardware for sinks and toilet accessories. Items not included in GMK's contract should have design fees considered in the budget estimate, such as furniture and artwork.

# Richland County

## Upper Township Magistrate Court Facility

### Wilson Blvd. Renovations

#### Schematic Design List of Inclusions

April 13, 2018

##### General

Fulltime Field Construction Supervision

##### Sitework (Allowance) {Provide 25 Parking Spaces}

Demo ~~Out~~Building Complete and Remove  
Demo existing Site Improvements for New Layouts  
Site Grading (undercut and fill/compact at new Pavements)  
Building and Site Improvements Layout  
Gravity Sanitary Sewer Service (re~~use~~ existing)  
Electrical Service (re~~use~~ existing)  
Concrete Curb and Gutter  
Concrete Sidewalks  
Handicapped Ramps @ Concrete Sidewalks  
Asphalt Paving and Base  
Concrete Parking Stops (HC Parking)  
Handicapped Parking Signs  
Pavement Line Striping and Pavement Markings  
Temporary Erosion Control Measures  
Grassing for Erosion Control  
Perimeter Metal Fencing  
Temporary Facilities  
Site Cleaning  
Landscaping (per Ordinance)

##### Selective Demolition

Demolition for Exterior Skin Improvements:

Remove existing Metal Roofing Panels and Insulation  
Remove existing Storefronts & Doors/Frames/Hardware (per Plan)  
Cut Openings @ Exterior Walls for New Windows & Doors/Frames (per Plan)

Building Interior Demolition: (to allow for New Construction)

Saw~~Cut~~/Remove/Patch Concrete Floor Slabs for New Plumbing  
Demo Walls, Windows, Doors/Frames/Hardware  
Demo Casework and Cabinets  
Remove Flooring and Floor Base Finishes  
Remove Ceilings Finishes  
Remove Plumbing Fixtures and Piping

Remove HVAC Equipment, Ductwork, and Controls  
Remove Electrical Power Devices and Wire  
Remove Electrical Lighting Fixtures & Wire

#### Concrete

Building Layout  
Wire Mesh or Fiber Reinforcement at Slab on Grade (Infill/Patch)  
Concrete Slab on Grade (Infill/Patch)  
Grouting

#### Masonry (N/A)

#### Metals

Miscellaneous Steel  
New Metal Entry Canopy

#### Carpentry

Platform and Step Framing @ Courtroom and Judge's Office  
Miscellaneous Wood and Metal Blocking and Bridging  
Firestopping and Smokestopping  
Rough Hardware (Fasteners, Etc.)  
Melamine Clad Cabinets and Shelving  
High Pressure Laminate Countertops  
Solid Surface Countertops (Bath Vanities & Conferenc/Jury)  
Finish Hardware (Fasteners, etc.)  
Special Millwork Judge's Bench (Stain Grade)  
Special Millwork Witness/Stenographer Countertop (Stain Grade)  
Special Millwork Courtroom Banisters/Railings (Stain Grade)

#### Thermal and Moisture Protection

New Standing Seam Metal Roof Panels  
New Metal Roof Perimeter Closure Trim  
Spray Foam Insulation @ New Exterior Walls (per Energy Code)  
Spray Foam Insulation @ Roof (per Energy Code)  
Sound Batt Insulation at Interior Walls  
Metal Gutters and Downspouts  
Caulking and Sealants

#### Doors and Windows

Interior and Exterior Hollow Metal Door Frames  
Exterior Insulation Hollow Metal Doors  
Interior Wood Doors (Stain Grade Birch)

Aluminum/Glass Storefront Swinging Entry Doors  
Aluminum Framed Exterior Windows with Insulated Glass  
Aluminum Framed Storefront System with Insulated Glass  
Interior Hollow Metal Framed View Windows with Safety Glass (Bullet Proof at Reception Areas)  
Finish Hardware (Hinges, Locks, Panic, and Closers was required)  
Glass and Glazing

#### Finishes

Gypsum Board Walls  
Suspended Gypsum Board Ceilings (at Shower)  
Carpet Tile Flooring (Country Standard)  
Luxury Vinyl Tile Flooring (County Standard)  
Rubber Cove Floor Base (County Standard)  
Hard Tile Flooring, Base, and Wall Wainscot (Gang Toilet Rooms & Shower)  
Enamel Paint Walls/Ceilings  
Epoxy Paint Walls (Wet Areas)  
2 x 2 Acoustical Grid System and Tile (County Standard)

#### Specialties

Toilet Accessories (Grab Bars and Mirrors)  
Toilet Partitions & Urinal Screens  
Fire Extinguishers and Cabinets

#### Mechanical

##### Plumbing

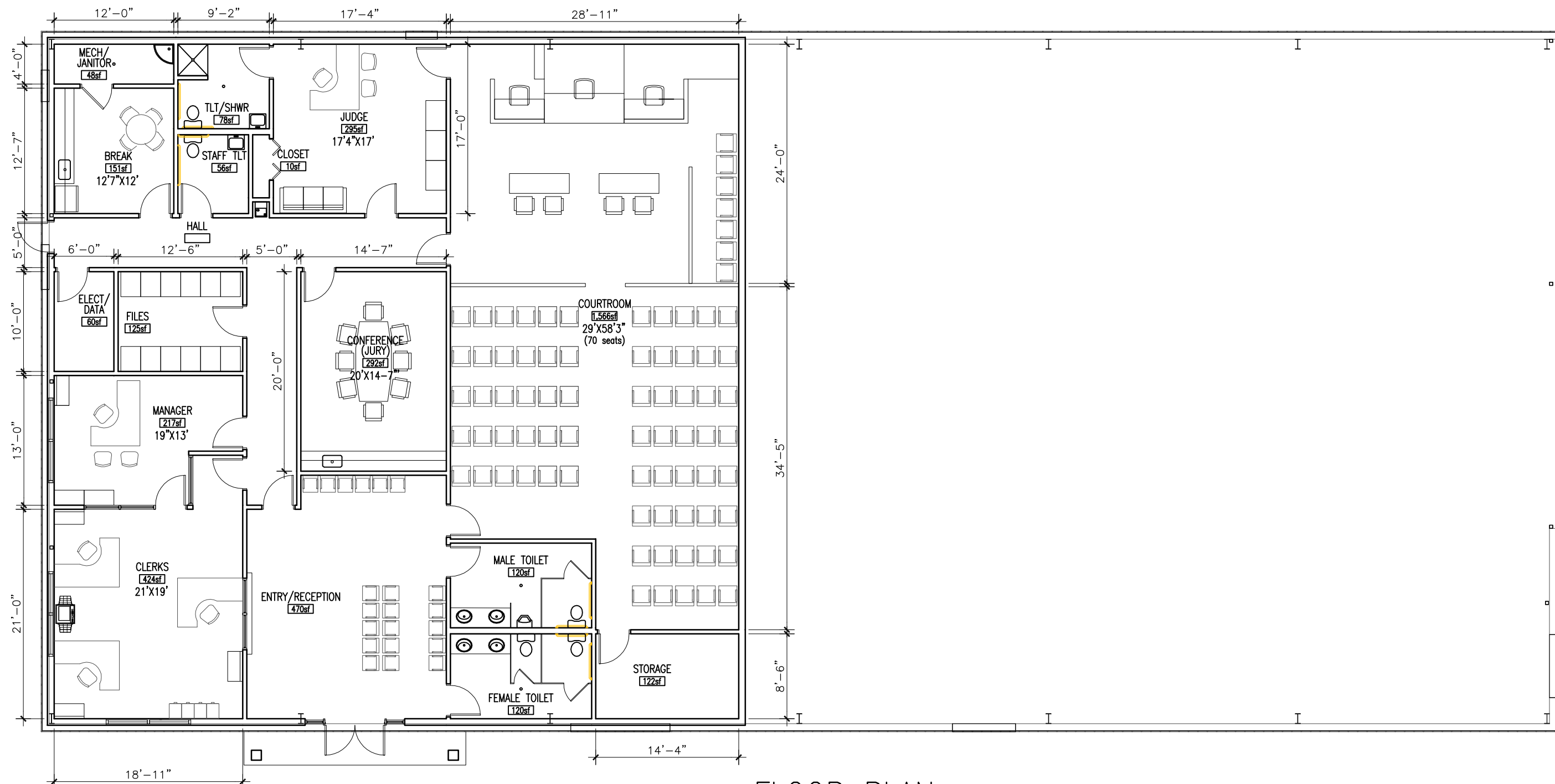
Waste and Vent System wdraining to the existing Site Sanitary Sewer System  
CPVC Water Lines  
PVC Waste Piping Above and Below Grade  
Stainless Steel Sinks @ Casework, Large  
Integral Solid Surface Sinks @ Bath Vanities  
Vitreous China Wall Lavatory Sinks  
Vitreous China Water Closets  
Vitreous China Urinals  
Cast Stone Janitor Mop Sink  
Shower Head Fixture & Drain  
PreFabricated Shower Insert  
Water Box Fixture @ Conference  
Finish Trim wFaucets, Etc.  
Electric Water Heater  
Water Coolers, ADA

## Heating, Ventilation and Cooling System

- HVAC Temperature Requirements to meet all applicable Codes
- Design Temperature is Standard 95° Outside/75° Inside
- New DX Split System HVAC Units (15 tons AC)
- Sheetmetal & Flex Ductwork
- Exhaust Fans
- Fire Dampers
- Hangers and Supports
- Mechanical Insulation
- Duct Accessories
- HVAC Controls
- Testing and Balancing

## Electrical

- 3 Phase Service (Existing)
- Distribution Panels (Reuse existing as possible)
- Power Wiring and Circuitry
- Switches, Receptacles and Cover plates
- 2x4 Lighting Fixtures (LED Lamps)
- Fluorescent or LED Recessed Can Lighting Fixtures
- Exterior Wall Packs for Site Safety Lighting
- Exit Lights
- Emergency Lighting (to meet Life Safety Regulations)
- Back Boxes and Conduit for Telephone, Data, and Television to above ceiling (Cable Tray, Wiring and System Equipment by Others)
- Fire Alarm System (to meet Life Safety Regulations)




4,830 GSF

**FLOOR PLAN**  
 3/32" = 1'-0"

**GMK**  
 ASSOCIATES, INC.  
 Design/Planning/Construction  
 1201 Main Street, Suite 2100  
 Columbia, S.C. 29201  
 tel. 803-256-0000  
 fax 803-255-7243

owner



project name  
**Richland County  
 Magistrate's  
 Offices**  
 project number  
 17810.00A

title CONCEPTUAL FLOOR PLAN – Option 7  
UPPER TOWNSHIP MAGISTRATE FACILITY  
 issued for BUDGET UPDATE date 4/3/2018  
 from \_\_\_\_\_  
 drawn by \_\_\_\_\_

**UT-2.1.7**

**Richland County**  
**Hopkins Magistrate Court Facility**  
**New Facility Construction**  
**Schematic Project Design Narrative**

**April 13, 2018**

The building will be a 4,830 sf slab-on-grade, one-story, brick-veneer/hard-coat stucco building with a pitched architectural asphalt shingle roof. Windows, where incorporated, will have sills placed at least 6'-8" above the floor elevation for security. Windows will be thermal, aluminum-frame type. Public entrances will be storefront type with glass entry doors and sidelights. Other exterior doors will be painted hollow metal with hollow metal frames. Exterior glass will be low-e, insulated glass. The building interior spaces will be constructed with gypsum board walls and acoustical ceiling tile ceilings. The finishes will be per Richland County standards. Interior doors will be flush style wood doors with hollow metal frames. Door hardware is to be commercial grade minimum grade 2 hardware. Access controls will be coordinated with the Owner's access control vendor as required. The judges bench, clerk bench, jury box and other built in courtroom furniture will be wood with either painted or stained finish.

The plumbing, mechanical, power, lighting and life safety systems will be designed to meet current Code requirements.



# Richland County

## Hopkins Magistrate Court Facility

### New Facility Construction

#### Schematic Budget Estimate

April 10, 2018

New Construction Area = 4,830 sf

Sitework, 25 Parking Spaces (Allowance):	\$187,500
Magistrate Facility New Construction:	\$1,055,570
Construction Costs Sub-Total:	<hr/> \$1,243,070
Design Fees (6%):	\$74,585
Design/Construction Contingency (3%):	\$39,530
Design & Construction Costs:	<hr/> <hr/> \$1,357,185

#### NOTES:

Provide 25 Parking Spaces for Facility.  
Facility will be unsprinklered.

#### \*Off-Site Utility Note:

Site is currently not served by utility for Water nor Sewer.  
No Construction Costs have been included for Off-Site Utility extensions.

# Richland County

## Hopkins Magistrate Court Facility

### New Facility Construction (4,830 sf)

#### Schematic Project Development Cost Worksheet

(For Determination of division of Responsibilities)

April 13, 2017

	GMK Responsibility	Owner Responsibility
<b>Hard Costs:</b>		
Exterior Work:		
Sitework Construction <u>Allowance</u> - Clearing, Grading, Drainage, Pavements, On-Site Utilities, Erosion Control, & Landscaping	\$187,500	-
Off-Site Utilities to Property	NIC	By Owner
Unexpected Unsuitable Materials Replacement (Rock, Muck)	NIC	By Owner
Site Lighting Systems & Design	NIC	By Owner
Exterior Signage & Design	NIC	By Owner
Building Construction:		
Building Construction - Structural, Architectural, Mechanical, Plumbing, Electrical & Fire Protection per Code Requirements.	\$1,055,570	-
Hazardous Materials Abatement	N/A	N/A
Mold & Mildew Remediation	N/A	N/A
Fire Pump Systems	N/A	N/A
Intercom, Security, Television & Communication Systems:		
Data, Telephone & Television Wiring; incl. Cable Tray	NIC	By Owner
Computer System Equipment, incl Power Conditioning	NIC	By Owner
Telephone System Equipment	NIC	By Owner
Television System Equipment	NIC	By Owner
Intercom & Paging Systems; Equipment & Wiring (Speakers, etc.)	NIC	By Owner
Security Systems; Equipment & Wiring (Locks, Cameras, etc.)	NIC	By Owner
Teleconference & AV Systems; Equipment & Wiring	NIC	By Owner
Clock Systems; Equipment & Wiring	NIC	By Owner
Furniture, Fixtures & Equipment:		
General Owner FF&E <u>Allowance</u>	NIC	By Owner
Kitchen & Serving Equipment; incl Installation & Design	NIC	By Owner
Residential Equipment; incl Installation (Refrigerators, Microwaves, Ice Machines, etc.)	NIC	By Owner
Television & Monitor Wall Brackets, incl Installation	NIC	By Owner
Paper Towel, Soap, & Toilet Tissue Dispensers, incl Installation	NIC	By Owner
Misc. Storage Shelving	NIC	By Owner
Furniture & Furnishings, incl Installation & Design	NIC	By Owner
Window Treatments & Blinds, incl Installation & Design	NIC	By Owner
Artwork, incl Installation & Design	NIC	By Owner
Office Equipment, incl Installation & Design	NIC	By Owner
Cubicle Curtains & Tracks, incl Installation	NIC	By Owner
Interior Signage, incl Installation	NIC	By Owner
Vending Equipment, incl Installation	NIC	By Owner
Other Hard Costs:		
<b>Total Hard Costs</b>	<b>\$1,243,070</b>	<b>\$0</b>

**Soft Costs:**

Design Fees (C,S,A,M,E,P & FP)	\$74,585	
Building Permit Fees	Included	
Special Inspections (IBC Chapter 17)	NIC	By Owner
Tap & Impact Fees	NIC	
Builder's Risk Insurance	NIC	
Payment & Performance Bonds	NIC	
Owner's & Contractor's Liability Insurance	NIC	
Construction Loan Interest	NIC	
Construction Loan Fees	NIC	
Traffic Impact Fees	NIC	
Topographic Surveys	NIC	\$6,600
Other Land Related Surveys (Tree Survey or As-Built Survey)	NIC	
Geotechnical & Environmental Studies	NIC	\$3,875
Relocation Of Existing Underground Utilities	NIC	
Title Insurance	NIC	
Legal & Organizational	NIC	
Consultants	NIC	
Cost Segregation Analysis & Support For Same	NIC	
Cost of Electricity After Metered Power Is Provided To Building	NIC	
Initial Land Carrying Cost	NIC	
Other Miscellaneous Soft Costs	NIC	
Contingency	\$0	\$39,530
<b>Total Soft Costs</b>	<b>\$74,585</b>	<b>\$50,005</b>
<b>Total Estimated Project Costs</b>	<b>\$1,317,655</b>	<b>\$50,005</b>

**\$1,367,660**

\*\*\*See attached accompanying comments\*\*\*

# **Richland County**

## **Hopkins Magistrate Court Facility**

### **New Facility Construction**

#### **Schematic Comments to the Project Development Cost Analysis**

**April 13, 2018**

Items not included in the Schematic Budget, if required, to be furnished by Owner:

Intercom, Security, Television and Communication Systems consists of items such as Intercom Systems, Power Conditioning Equipment, Computer Systems, Paging Systems, Speakers, Security Systems, Security Cameras, Television Monitors, Cable Television Systems, Satellite Television systems, Telephone systems, Teleconferencing systems including cameras and speakers, Cable Tray and Wiring Control Systems, as well as wiring and labor for same.

Furniture, Fixtures and Equipment consists of items such as Window Treatments, Appliances, Kitchen Equipment (Not Only the Kitchen Equipment, but also including Hoods, Ductwork for Hoods, Fans and Fire Suppression for Hoods), Lockers, Soap Dispensers, Clocks, Metal Storage Shelving, Interior and Exterior Signage, Office Equipment, as well as labor for same.

Additional items which may be considered on a project specific basis for inclusion at a later date in the Project Development Cost Analysis are: Fire Pump, the Cost for Excavation/Removal/Replacement of Unsuitable Materials (Rocks, Muck, Etc. – 3000 psi bearing pressure assumed), Site Parking Lot Lighting, Site Landscaping and Irrigation (above Code minimum), Mold and Mildew Remediation, Hazardous Material Abatement, Vending Machines, Tap & Impact Fees, Owner's & Contractor's Liability Insurance, and 3<sup>rd</sup> Party Special Inspections.

Design fees apply to the civil design for the site work as well as for the architectural and engineering design required for the facility itself. Interior design fees are included for all items installed by GMK per the contract. Examples are carpet, vinyl tile, paint, flooring, doors, hardware for sinks and toilet accessories. Items not included in GMK's contract should have design fees considered in the budget estimate, such as furniture and artwork.

**Richland County**  
**Hopkins Magistrate Court Facility**  
**New Facility Construction**  
**Schematic Design List of Inclusions**

**April 13, 2018**

General

Fulltime Field Construction Supervision

Sitework (Allowance) {Provide 25 Parking Spaces}

Site Clearing and Grubbing  
Strip/Stockpile/Respread Topsoil  
Site Grading (Cut, Fill & Compaction)  
Building and Site Improvements Layout  
Storm Drainage Piping and Structures to Detention Pond  
Potable Water Service (from Utility Main at Property to Building)  
Gravity Sanitary Sewer Service (from Building to Utility Main at Property)  
Electrical Service (from Utility Transformer to Building)  
Concrete Curb and Gutter  
Concrete Sidewalks  
Handicapped Ramps @ Concrete Sidewalks  
Asphalt Paving and Base  
Concrete Parking Stops (HC Parking)  
Handicapped Parking Signs  
Pavement Line Striping and Pavement Markings  
Temporary Erosion Control Measures  
Grassing for Erosion Control  
Temporary Facilities  
Site Cleaning  
Landscaping (per Ordinance)

Concrete

Building Layout  
Foundation Excavation and Backfill  
Soil Termite Treatment  
Vapor Barrier, Stego Wrap  
Reinforcing Bars at Foundations and Turndowns  
Wire Mesh or Fiber Reinforcement at Slab on Grade  
Perimeter Strip Footing Foundations  
Spread Footing Foundations  
Perimeter Concrete Turndowns  
Concrete Slab on Grade

Slab on Grade Control/Construction Joints  
Grouting

#### Masonry

Brick Ties  
Sand and Mortar  
CMU Backup @ Foundation Wall below Grade  
CMU Blockfill  
Face Brick Veneer  
Simulated Stone Masonry Accent Bands  
Steel Lintels @ Window/Door Openings  
ThruWall Flashing & Weeps  
Masonry Cleaning  
Masonry Control Joints

#### Metals

Miscellaneous Steel

#### Carpentry

Wood Stud Framing and Bracing (Exterior and Interior Walls)  
Wood Roof Truss Framing and Bracing  
Exterior Wall & Roof Sheathing/Decking  
Platform and Step Framing @ Courtroom and Judge's Office  
Miscellaneous Wood and Metal Blocking and Bridging  
Firestopping and Smokestopping  
Rough Hardware (Fasteners, Etc.)  
Melamine Clad Cabinets and Shelving (Breakrooms)  
High Pressure Laminate Countertops (Breakrooms)  
Solid Surface Countertops (Bath Vanities & Conference/Jury)  
Finish Hardware (Fasteners, etc.)  
Special Millwork Judge's Bench (Stain Grade)  
Special Millwork Witness/Stenographer Countertop (Stain Grade)  
Special Millwork Courtroom Banisters/Railings (Stain Grade)

#### Thermal and Moisture Protection

Felt Underlayment @ Shingle Roof  
Ice & Water Shield Underlayment @ Roof Perimeter and Valleys  
Spray Foam Insulation @ New Exterior Walls (per Energy Code)  
Spray Foam Insulation @ Roof (per Energy Code)  
Sound Batt Insulation at Interior Walls  
30 Year Architectural Asphalt Shingle Roofing  
Metal Clad Wood Fascia/Frieze Boards  
Metal Gutters and Downspouts (at Entry Areas)  
Caulking and Sealants

## Doors and Windows

- Interior and Exterior Hollow Metal Door Frames
- Exterior Insulation Hollow Metal Doors
- Interior Wood Doors (Stain Grade Birch)
- Aluminum/Glass Storefront Swinging Entry Doors
- Aluminum Framed Exterior Windows with Insulated Glass
- Aluminum Framed Storefront System with Insulated Glass
- Interior Hollow Metal Framed View Windows with Safety Glass (Bullet Proof at Reception Area)
- Finish Hardware (Hinges, Locks, Panic, and Closers was required)
- Glass and Glazing

## Finishes

- Hard Coat Stucco on Exterior Gypsum High Walls & Soffit
- Gypsum Board Walls
- Suspended Gypsum Board Ceilings (@ Shower)
- Carpet Tile Flooring (County Standard)
- Luxury Vinyl Tile Flooring (County Standard)
- Rubber Cove Floor Base (County Standard)
- Hard Tile Flooring, Base, and Wall Wainscot (Gang Toilet Rooms & Shower)
- Enamel Paint Interior Walls/Ceilings
- Epoxy Paint Interior Walls (Wet Areas)
- 2 x 2 Acoustical Grid System and Tile (County Standard)

## Specialties

- Toilet Accessories (Grab Bars and Mirrors)
- Toilet Partitions and Urinal Screens
- Fire Extinguishers and Cabinets

## Mechanical

### Plumbing

- Waste and Vent System wdraining to Site Sanitary Sewer System
- Potable Water Riser and Backflow Preventer
- CPVC Water Lines
- PVC Waste Piping Above and Below Grade
- Stainless Steel Sinks @ Casework, Large @ Breakroom/Conference
- Integral Solid Surface Sinks @ Bath Vanities
- Vitreous China Wall Lavatory Sinks
- Vitreous China Water Closets, Tank Type
- Vitreous China Urinals
- Cast Stone Janitor Mop Sink
- Shower Head Fixture & Drain
- Water Box Fixture @ Break Room
- Finish Trim wFaucets, Etc.
- Electric Water Heater

Water Cooler, ADA

#### Heating, Ventilation and Cooling System

HVAC Temperature Requirements to meet all applicable Codes

Design Temperature is Standard 95° Outside/75° Inside

New DX Split System HVAC Units (15 Tons AC)

Sheetmetal & Flex Ductwork

Exhaust Fans

Fire Dampers

Hangers and Supports

Mechanical Insulation

Duct Accessories

HVAC Controls

Testing and Balancing

#### Electrical

3 Phase Service

Distribution Panels

Power Wiring and Circuitry

Switches, Receptacles and Cover plates

2x4 Lighting Fixtures (LED Lamps)

Fluorescent or LED Recessed Can Lighting Fixtures

Exterior Wall Packs for Site Safety Lighting

Exit Lights

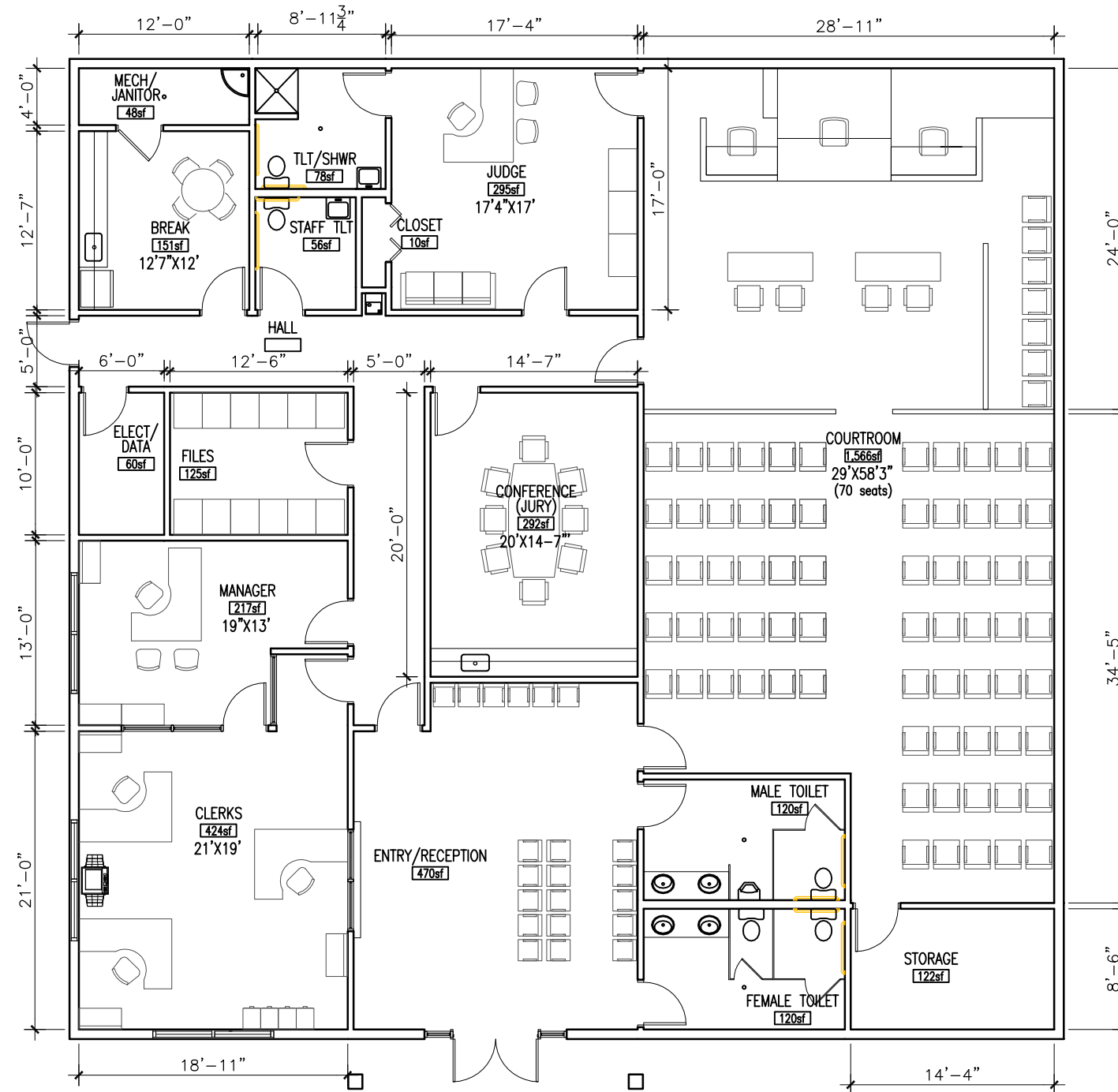
Emergency Lighting (to meet Life Safety Regulations)

Back Boxes and Conduit for Telephone, Data, and Television to above ceiling (Cable

Tray, Wiring and System Equipment by Others)

Fire Alarm System (to meet Life Safety Regulations)





4,830 GSF

**FLOOR PLAN**

3/32" = 1'-0"



owner



project name  
**Richland County  
 Magistrate's  
 Offices**  
 project number  
**17810.00A**

title CONCEPTUAL FLOOR PLAN - Option 7  
MAGISTRATE FACILITY  
 issued for BUDGET UPDATE date 4/3/2018  
 from \_\_\_\_\_  
 drawn by \_\_\_\_\_ **H-2.1.7**

Consolidated Evaluations			
Evaluation Criteria RC-035-Q-2017 Design-Build for Magistrate's Offices	Maximum Percentage	GMK Associates Inc.	Solid Structures
<b>Capability with Relevant Experience</b>	30		
Evaluator 1		28	20
Evaluator 2		29	15
Evaluator 3		25	0
	<b>90</b>	<b>82</b>	<b>35</b>
<b>Relevant Project Experience</b>	25		
Evaluator 1		25	16
Evaluator 2		23	10
Evaluator 3		25	10
	<b>75</b>	<b>73</b>	<b>36</b>
<b>Responsiveness of Submittal</b>	25		
Evaluator 1		22	22
Evaluator 2		25	15
Evaluator 3		20	10
	<b>75</b>	<b>67</b>	<b>47</b>
<b>Financial Informaiton</b>	20		
Evaluator 1		18	20
Evaluator 2		20	18
Evaluator 3		5	20
	<b>60</b>	<b>43</b>	<b>58</b>
<b>GRANDTOTAL</b>	<b>300</b>	<b>265</b>	<b>176</b>

# DRAFT AIA® Document A141™ – 2014

## Exhibit A

### Design-Build Amendment

#### GMP VERSION

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the «»Twenty-third day of «»August in the year «»Two Thousand Seventeen (the “Agreement”) (In words, indicate day, month and year.)

#### for the following PROJECT:

(Name and location or address)

Richland County Magistrate’s Offices – County Wide Improvements  
Richland County, SC «DB Master Templates»  
«»

#### THE OWNER:

(Name, legal status and address)

Richland County  
2020 Hampton Street  
Columbia, SC 29201  
«»«»  
«»

#### THE DESIGN-BUILDER:

(Name, legal status and address)

GMK Associates Design-Build Division, Inc.  
1201 Main Street  
Suite 2100  
Columbia, SC 29201  
«»«»  
«»

The Owner and Design-Builder hereby amend the Agreement as follows.

#### TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 MISCELLANEOUS PROVISIONS

#### ARTICLE A.1 CONTRACT SUM

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:  
(Check the appropriate box.)

[  ] Stipulated Sum, in accordance with Section A.1.2 below

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum for Design Services and ~~Construction~~, Construction, subject to authorized adjustments as provided in the Design-Build Documents, is as follows:

§ A.1.2.1.1 Design Services. For the Design-Builder's performance of the Work as described in Section 4.1 of the Agreement, the Owner shall pay the Design-Builder in current funds the amount of:

§ A.1.2.1.2 Construction. The Stipulated Sum for Construction shall be  (  ).

§ A.1.2.2 The Stipulated Sum is guaranteed by the Design-Builder not to exceed the above-stated amount, subject to additions and deductions by changes in the work as provided in the final design-build documents. Such maximum sum is referred to in the Design-Build documents as the Guaranteed Maximum Price. Reasonably expected costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ A.1.2.3 The Stipulated Sum will be converted to a Lump-Sum Price at the conclusion of the Construction Documents and be incorporated into this Agreement by Amendment.

§ A.1.2.4 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.2.5 Unit prices, if any:  
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A.1.2.6 Allowances, if any, are as follows:  
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both)

Allowance	Amount (\$ 0.00)	Included Items
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A.1.2.7 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

§ A.1.3 Payments

§ A.1.3.1 Progress Payments

§ A.1.3.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.3.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ A.1.3.1.3 Provided that an Application for Payment is received not later than the «first» day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the «fifteenth» day of the «same» month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than «fifteen» ( «15» ) days after the Owner receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ A.1.3.1.4 With each Application for Payment the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.3.1.5 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.3.1.6 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.3.1.7 In the event that the Owner's Lender engages the services of an independent inspection service for the payment application approval process, the Design-Builder has the right to approve the firm or individual selected to perform the inspection services.

#### § A.1.3.2 Progress Payments—Stipulated Sum

§ A.1.3.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.3.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «zero» percent ( «0» %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 5.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «zero» percent ( «0» %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 8.4 of the Agreement.

§ A.1.3.2.3 The progress payment amount determined in accordance with Section A.1.3.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 8.7.5 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 8.9.3 of the Agreement.

**§ A.1.3.2.4** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.3.2.2.1 and A.1.3.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)*

« »

**§ A.1.3.3 Final Payment**

**§ A.1.3.3.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 8.9 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

**ARTICLE A.2 CONTRACT TIME**

**§ A.2.1** Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

**§ A.2.2** The Design-Builder shall achieve Substantial Completion of the Work not later than « » ( « » ) days from the date of this Amendment, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

« »

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

« »

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

**§ A.3.1.1** The Supplementary and other Conditions of the Contract:

**Document**

**Title**

**Date**

**Pages**

**§ A.3.1.2** The Specifications:

*(Either list the specifications here or refer to an exhibit attached to this Amendment.)*

« »

**Section**

**Title**

**Date**

**Pages**

**§ A.3.1.3** The Drawings:  
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date

**§ A.3.1.4** The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

« »

**§ A.3.1.5** Design-Builder's assumptions and clarifications:

« »

**§ A.3.1.6** Deviations from the Project Criteria as adjusted by a Modification:

« »

**§ A.3.1.7** To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

« »

#### **ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**

**§ A.4.1** The Design-Builder's key personnel are identified below:  
(Identify name, title and contact information.)

Project Manager

« »

**§ A.4.2** The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:  
(List name, discipline, address and other information.)

« »

#### **ARTICLE A.5 MISCELLANEOUS PROVISIONS**

##### **§ A.5.1 Relationship of the Parties**

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to

furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

**Richland County**

**GMK Associates Design-Build Division, Inc.**

\_\_\_\_\_  
**OWNER** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**DESIGN-BUILDER** *(Signature)*

Thomas P. Monahan, Chairman/Treasurer

\_\_\_\_\_  
*(Printed name and title)*



# DRAFT AIA® Document A141™ - 2014

## Standard Form of Agreement Between Owner and Design-Builder

### GMP VERSION

AGREEMENT made as of the «→Twenty-third day of «→August in the year «→Two Thousand Seventeen  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, address and other information)

Richland County  
2020 Hampton Street  
Columbia, SC 29201  
«→«→  
«→  
«→  
«→

and the Design-Builder:  
(Name, address and other information)

GMK Associates Design-Build Division, Inc.  
1201 Main Street  
Suite 2100  
Columbia, SC 29201  
«→«→  
«→  
«→  
«→

for the following Project:  
(Name, location and detailed description)

Richland County Magistrate's Offices – County Wide Improvements  
Richland County, SC «DB Master Templates»  
«→  
«→

The Owner and Design-Builder agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Project Criteria set forth in this Section 1.1.  
*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

§ 1.1.1 The Owner's program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

« »

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

« »

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**§ 1.1.3** The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

« »

**§ 1.1.4** The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

« »

**§ 1.1.5** The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

« »

.2 Submission of Design-Builder Proposal:

« »

.3 Phased completion dates:

« »

.4 Substantial Completion date:

« »

.5 Other milestone dates:

« »

**§ 1.1.6** Additional Owner's Criteria upon which the Agreement is based:

*(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)*

« »

**§ 1.1.7** The Design-Builder shall confirm that the information included in the Project Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 1.1.7.1** If the Project Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

**§ 1.1.8** If there is a change in the Project Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

**§ 1.1.9** If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

**§ 1.2 Project Team**

**§ 1.2.1** The Owner identifies the following representative in accordance with Section 6.1.1:

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(List name, address and other information.)

« »  
« »  
« »  
« »  
« »  
« »

§ 1.2.2 The persons or entities, in addition to the Owner’s representative, who are required to review the Design-Builder’s Submittals are as follows:  
(List name, address and other information.)

« »

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 2.1.2:  
(List name, address and other information.)

« »  
« »  
« »  
« »  
« »  
« »

§ 1.2.4 Neither the Owner’s nor the Design-Builder’s representative shall be changed without ten days’ written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 13.3, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 13.4
- Litigation in a court of competent jurisdiction
- Other: (Specify)
- « »

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the “Agreement”); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

**§ 1.4.3 The Work.** The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

**§ 1.4.4 The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

**§ 1.4.5 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**§ 1.4.6 Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

**§ 1.4.7 Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

**§ 1.4.8 Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

**§ 1.4.9 Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

**§ 1.4.10 Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

**§ 1.4.11 Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

**§ 1.4.12 Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

**§ 1.4.13 Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

**§ 1.4.14 Day.** The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

**§ 1.4.15 Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

## ARTICLE 2 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

### § 2.1 General

**§ 2.1.1** The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

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§ 2.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 2.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 2.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 2.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

§ 2.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 2.1.5 **General Consultation.** Upon the Owner's request the Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 2.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 2.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 2.1.8 **Progress Reports** The Design-Builder shall keep the Owner informed of the progress and quality of the Work.

#### § 2.1.9 Design-Builder's Schedules

§ 2.1.9.1 The Design-Builder shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 2.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 2.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall

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not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

#### **§ 2.1.11 Design-Builder's Submittals**

**§ 2.1.11.1** Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 2.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

**§ 2.1.11.2** By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

**§ 2.1.11.3** The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

**§ 2.1.11.4** The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

**§ 2.1.11.5** All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, related to the Work, shall bear the Design-Builder's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**§ 2.1.12 Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### **§ 2.1.13 Royalties, Patents and Copyrights**

**§ 2.1.13.1** The Design-Builder shall pay all royalties and license fees.

**§ 2.1.13.2** The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

#### **§ 2.1.14 Indemnification**

**§ 2.1.14.1** To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but

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not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.1.14.

**§ 2.1.14.2** The indemnification obligation under this Section 2.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 2.1.15 Contingent Assignment of Agreements**

**§ 2.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Section 12.1.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

**§ 2.1.15.2** Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 2.1.15.3** Upon such assignment to the Owner under this Section 2.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

**§ 2.1.16 Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 3.

**ARTICLE 3 INSURANCE AND BONDS**

**§ 3.1 General.** The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Article 3. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

**§ 3.2 Design Builder's Insurance and Bonds**

**§ 3.2.1** The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 10.2.2.1 of the Agreement, unless a different duration is stated below:

*(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

**§ 3.2.1.1** Commercial General Liability with policy limits of not less than ~~«»One Million Dollars (\$ «»1,000,000 )~~ for each occurrence and ~~«»Two Million Dollars (\$ «»2,000,000 )~~ in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and



.5 contractual liability applicable to the Design-Builder's obligations under Section 2.1.14 of the Agreement.

§ 3.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than ~~«→One Million Dollars (\$ «→1,000,000 )~~ per claim and ~~«→One Million Dollar (\$ «→1,000,000 )~~ in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 3.2.1.2, along with any other statutorily required automobile coverage.

§ 3.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 3.2.1.1 and 3.2.1.2.

§ 3.2.1.4 Workers' Compensation at statutory limits.

§ 3.2.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~« » (\$ « » )~~ per claim and ~~« » (\$ « » )~~ in the aggregate.

§ 3.2.1.6 Pollution Liability covering performance of the Work, with policy limits of not less than ~~« » (\$ « » )~~ per claim and ~~« » (\$ « » )~~ in the aggregate.

§ 3.2.1.6.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections 3.2.1.5 and 3.2.1.6, with combined policy limits that are not less than ~~«→Two Million Dollars (\$ «→2,000,000 )~~ per claim and ~~«→Five Million Dollar (\$ «→5,000,000 )~~ in the aggregate.

§ 3.2.1.7 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article 3.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 3.2.1.8 **Additional Insured Obligations.** Upon request the Owner be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ 3.2.1.9 **Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 3.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 8.9.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 3.2.1. If requested the certificates will show the Owner as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ 3.2.2 **Performance Bond and Payment Bond**

§ 3.2.2.1 If requested by the Owner the Design-Builder shall provide surety bonds as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)

§ 3.2.2.2 If requested, the cost of the Performance and Payment Bonds will be paid by the Owner.

**§ 3.2.2.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

### **§ 3.3 Owner's Insurance**

#### **§ 3.3.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 3.3.2 Property Insurance**

**§ 3.3.2.1** Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 8.7 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section 3.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 10.2.2 of the Agreement.

**§ 3.3.2.1.1** The insurance required under Section 3.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

**§ 3.3.2.1.2** If the insurance required under Section 3.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 3.3.2.1.3** The insurance required under Section 3.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 3.3.2.1.4** Partial occupancy or use in accordance with Section 8.8 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section 3.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ 3.3.2.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, required by the Design-Build Documents or by law. This insurance shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section 3.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

**§ 3.3.2.3** If the Owner does not intend to purchase the insurance required under Sections 3.3.2.1 and 3.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

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**§ 3.3.2.4 Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Article 3.

**§ 3.3.2.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 3.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 3.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section 3.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article 3.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ 3.3.2.7 Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 4.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 3.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 4.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 3.3.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 3.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

**§ 3.3.2.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 5 of the Agreement.

**§ 3.3.2.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

### § 3.4 Special Terms and Conditions

Special terms and conditions that modify this Insurance and Bonds Article 3, if any, are as follows:

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## ARTICLE 4 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

### § 4.1 Construction Documents

§ 4.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 4.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

### § 4.2 Construction

§ 4.2.1 **Commencement.** Except as permitted in Section 4.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 4.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 4.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 4.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 4.3 Labor and Materials

§ 4.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 4.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 5.

§ 4.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 4.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

### § 4.5 Permits, Fees, Notices and Compliance with Laws

§ 4.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

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§ 4.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 4.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 13.

§ 4.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 13.

#### § 4.6 Allowances

§ 4.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 4.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 4.6.2.1 and (2) changes in Design-Builder's costs under Section 4.6.2.2.

§ 4.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

#### § 4.7 Key Personnel, Contractors and Suppliers

§ 4.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

#### § 4.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 8.9.2 as a record of the Work as constructed.

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#### § 4.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

#### § 4.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

#### § 4.11 Cleaning Up

§ 4.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 4.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

#### § 4.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

#### § 4.13 Construction by Owner or by Separate Contractors

##### § 4.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 4.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 13.

§ 4.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 4.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 4.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

#### § 4.14 Mutual Responsibility

§ 4.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 4.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate

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contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

**§ 4.14.3** The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 4.14.4** The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 9.2.5.

**§ 4.14.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 4.10.

**§ 4.15 Owner's Right to Clean Up**

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

**ARTICLE 5 CHANGES IN THE WORK**

**§ 5.1 General**

**§ 5.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 5 and elsewhere in the Design-Build Documents.

**§ 5.1.2** A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

**§ 5.1.3** Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

**§ 5.2 Change Orders**

**§ 5.2.1** A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum ; and
- .3 The extent of the adjustment, if any, in the Contract Time.

**§ 5.2.2** If the Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design-Builder for any costs incurred for estimating services, design services or preparation of proposed revisions to the Design-Build Documents.

**§ 5.3 Change Directives**

**§ 5.3.1** A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum, and Contract Time being adjusted accordingly.

**§ 5.3.2** A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 5.3.3** If the Change Directive provides for an adjustment to the Contract Sum the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 5.3.7.

§ 5.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 5.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 5.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 5.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 5.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 5.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 5.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 5.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 13.

§ 5.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## ARTICLE 6 OWNER'S RESPONSIBILITIES

### § 6.1 General

§ 6.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.



§ 6.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

**§ 6.2 Information and Services Required of the Owner**

§ 6.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 6.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. The Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 6.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 6.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 6.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 6.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 6.2.7 The Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 6.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 6.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 6.2.10 The Owner shall purchase and maintain insurance as set forth in Article 3.

### § 6.3 Submittals

§ 6.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 2.1.11, 2.1.12, and 4.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 6.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 6.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 6.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 6.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 14.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

### § 6.7 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 10.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 4.13.1.3.

### § 6.8 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

## ARTICLE 7 TIME

### § 7.1 Progress and Completion

§ 7.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

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§ 7.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 7.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 7.2 Delays and Extensions of Time

§ 7.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 7.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 13.

§ 7.2.3 This Section 7.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

### ARTICLE 8 PAYMENT APPLICATIONS AND PROJECT COMPLETION

#### § 8.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

#### § 8.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

#### § 8.3 Applications for Payment

§ 8.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 8.3.1.1 As provided in Section 5.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 8.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 8.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 8.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further

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warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 8.4 Decisions to Withhold Certification**

**§ 8.4.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder in writing, within seven days after receipt of the Design-Builder's Application for Payment. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 8.4.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 8.4.3** If the Owner withholds certification for payment under Section 9.4.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **§ 8.5 Progress Payments**

**§ 8.5.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

**§ 8.5.2** The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

**§ 8.5.3** The Owner shall have no obligation to pay or to see to the payment of money to a Contractor except as may otherwise be required by law.

**§ 8.5.4** Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Section 8.5.2.

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**§ 8.5.5** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

**§ 8.5.6** Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

**§ 8.6 Failure of Payment**

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

**§ 8.7 Substantial Completion**

**§ 8.7.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 8.7.1.1** Upon receipt of the Certificate of Occupancy from the Local Authority (temporary or final) and upon acceptance of the building by the Healthcare Facility Construction Division of the State Governing Authority, the building shall be deemed substantially complete. Inspections and approval by the Center for Medicare and Medicaid Services Health Facilities Construction Division, Licensing and Certification is the responsibility of the Owner.

**§ 8.7.2** When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

**§ 8.7.3** Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

**§ 8.7.4** Prior to issuance of the Certificate of Substantial Completion, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

**§ 8.7.5** A Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

**§ 8.8 Partial Occupancy or Use**

**§ 8.8.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is

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consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 8.7.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

**§ 8.8.2** Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 8.8.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

#### **§ 8.9 Final Completion and Final Payment**

**§ 8.9.1** Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 8.9.2, promptly issue a final Certificate for Payment.

**§ 8.9.2** Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

**§ 8.9.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 8.9.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

**§ 8.9.5** Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

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## ARTICLE 9 PROTECTION OF PERSONS AND PROPERTY

### § 9.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 9.2 Safety of Persons and Property

§ 9.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 9.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 9.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

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

§ 9.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 9.2.1.2 and 9.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 9.2.1.2 and 9.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.2.14.

§ 9.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 9.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 9.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 9.3 Hazardous Materials

§ 9.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon

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recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

**§ 9.3.2** Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

**§ 9.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 9.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 9.3.4** The Owner shall not be responsible under this Section 9.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner. The Owner shall be responsible for materials or substances required by the Owner, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 9.3.5** The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 9.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 9.3.6** If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

#### **§ 9.4 Emergencies**

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

### **ARTICLE 10 UNCOVERING AND CORRECTION OF WORK**

#### **§ 10.1 Uncovering of Work**

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.



**§ 10.2 Correction of Work**

**§ 10.2.1 Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

**§ 10.2.2 After Substantial Completion**

**§ 10.2.2.1** In addition to the Design-Builder's obligations under Section 2.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 8.8.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 6.8.

**§ 10.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 10.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 10.2.

**§ 10.2.3** The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

**§ 10.2.4** The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

**§ 10.2.5** Nothing contained in this Section 10.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 10.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

**§ 10.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

**ARTICLE 11 COPYRIGHTS AND LICENSES**

**§ 11.1** Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed

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## **ARTICLE 12 TERMINATION OR SUSPENSION**

### **§ 12.1 Termination or Suspension Following Execution of the Design-Build Amendment**

#### **§ 12.1.1 Termination by the Design-Builder**

**§ 12.1.1.1** The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 6.2.7.

**§ 12.1.1.2** The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 12.1.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 12.1.1.3** If one of the reasons described in Section 12.1.1.1 or 12.1.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 12.1.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 12.1.1.3.

#### **§ 12.1.2 Termination by the Owner For Cause**

**§ 12.1.2.1** The Owner may terminate the Contract if the Design-Builder

- .1 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .2 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

**§ 12.1.2.2** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 2.1.15; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 12.1.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 12.1.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 12.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

**§ 12.1.3 Suspension by the Owner for Convenience**

§ 12.1.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 12.1.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 12.1.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 12.1.4 Termination by the Owner for Convenience**

§ 12.1.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 12.1.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 12.1.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 13 CLAIMS AND DISPUTE RESOLUTION**

**§ 13.1 Claims**

§ 13.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 13.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 9 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 13.1.2.

**§ 13.1.3 Notice of Claims**

§ 13.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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**§ 13.1.3.2 Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 8.9.4 or 8.9.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 13.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 13.2.1 shall not apply.

**§ 13.1.4 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 8.6 and Article 12, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

**§ 13.1.5 Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 9.4.

**§ 13.1.6 Claims for Additional Time**

**§ 13.1.6.1** If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 13.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 13.1.7 Claims for Consequential Damages**

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 12. Nothing contained in this Section 13.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

**§ 13.2 Initial Decision**

**§ 13.2.1** An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 9.3 and 9.4 of the Agreement and Sections 3.3.2.9 and 3.3.2.10, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

**§ 13.2.2 Procedure**

**§ 13.2.2.1 Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 13.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

**§ 13.2.2.2 Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 13.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 13.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 13.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 13.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 13.2.6.1.

§ 13.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 13.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 13.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 13.3 Mediation

§ 13.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 8.9.4, 8.9.5, and 13.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 13.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 13.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 13.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

### § 13.4 Arbitration

§ 13.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 13.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 13.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 13.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 13.4.4 Consolidation or Joinder**

§ 13.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 13.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 13.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 13.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 13.4.

**§ 14.2 Successors and Assigns**

§ 14.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 14.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 14.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 2.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

**§ 14.3 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or

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certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

#### § 14.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 14.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

#### § 14.5 Tests and Inspections

§ 14.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 14.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 14.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 14.5.3, shall be at the Owner's expense.

§ 14.5.3 If such procedures for testing, inspection or approval under Sections 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 14.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 14.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 14.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 14.6.1.

§ 14.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

**§ 14.7 Capitalization**

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

**§ 14.8 Interpretation**

**§ 14.8.1** In the interest of brevity the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

**§ 14.8.2** Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

**ARTICLE 15 SCOPE OF THE AGREEMENT**

**§ 15.1** This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed

.6 Other:

« »

This Agreement entered into as of the day and year first written above.

Richland County

GMK Associates Design-Build Division, Inc.

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\_\_\_\_\_  
**OWNER** (Signature)

« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**DESIGN-BUILDER** (Signature)

Thomas P. Monahan, Chairman/Treasurer

\_\_\_\_\_  
(Printed name and title)





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

October 17, 2017

The Honorable Donald Simons  
Richland County Council

Dear Chief Judge Simons and Members of Council:

Richland County Conservation Commission (RCCC) has been informed that a parcel of county-owned land on Lower Richland Blvd. and Air Base Road is a likely candidate for the new Hopkins Magistrate's office.

Since RCCC is charged with promoting passive, outdoor, nature-based recreation and promoting tourism that emphasizes the natural, cultural, and historical resources of the county, the Commission undertook the development of a plan for Lower Richland Tourism. The goal is to create a sustainable, inclusive tourism economy that builds on and strengthens local nature and heritage assets. The plan focuses particular attention on two large county-owned properties – Mill Creek and Cabin Branch. Draft recommendations for the Cabin Branch tracts, of which the parcel of interest is included, call for developing a framework for agritourism and nature-based tourism due to the agricultural lands on and surrounding the tract and the riparian areas of Cabin Branch. In addition to trails, trailheads, and interpretive signage for the tracts, the draft concept plan calls for a farm-to-table restaurant on the parcel at Lower Richland Blvd. and Air Base Road (# 6 on the attached map). The draft recommends:

The County should incentivize local Lower Richland-based entrepreneurs to develop and operate a farm-to-table restaurant on site that both complements the nature/agricultural interpretive trails on the rest of the Cabin Branch property, and also provides economic benefit for the local economy by providing a food service for visitors that features food grown in Lower Richland.

The consultant's proposal meshes well with the agricultural and rural center recommendations in the Lower Richland Master Plan.

The parcel is a 33-acre site with a fallow ag field, wetlands, and a mixed pine/hardwood stand of trees. RCCC believes there is room for both the magistrate's office and a restaurant if they are sensitively located and low impact development (LID) practices are used to manage stormwater. EPA describes LID as "an approach to land development that works with nature to manage stormwater as close to its source as possible" with the goal of protecting water quality. There are several practices or techniques for LID, some of which were implemented at Richland County Decker Center. Rain gardens and bioretention cells collect runoff, allowing it to infiltrate into the soil or leave the site cleaner. Permeable pavement allows stormwater to filter through the parking surface to the underlying soil. Vegetated rooftops are another option.

*Conserving Richland County's Natural and Historic Legacy*

Staff of the Conservation and Stormwater Divisions would be happy to work with you on planning/site design work for a new magistrate's office with the goal of preserving room for a potential farm-to-table restaurant, protecting wetlands, and minimizing stormwater runoff through LID practices.

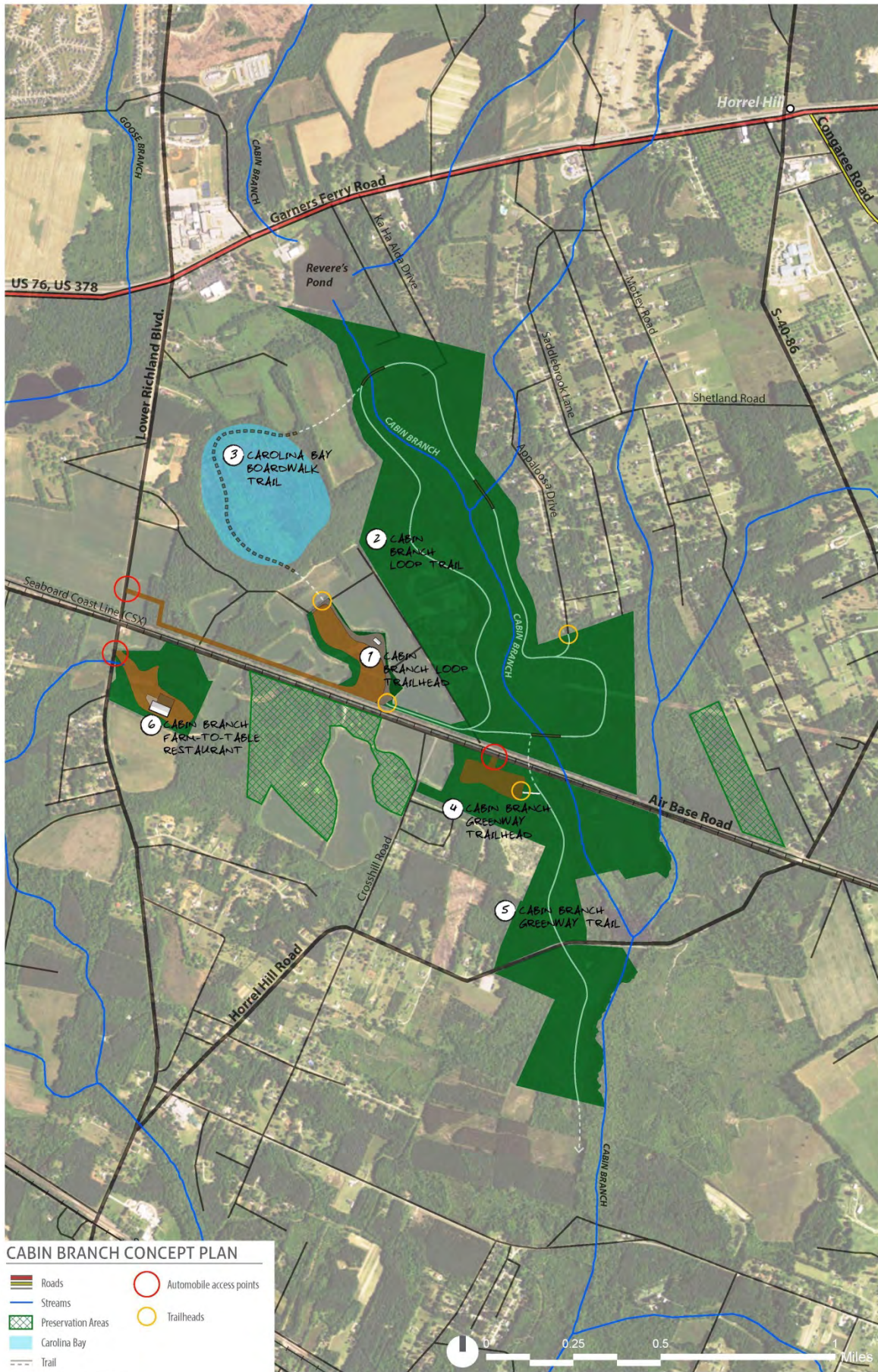
Please let us know what further information would be helpful and how we can work together.

Sincerely,



Carol Kososki,  
RCCC Chair

CC: County Administrator Gerald Seals  
Synithia Williams, Stormwater Division Manager



Conserving Richland County's Natural and Historic Legacy



17. **REPORT OF THE ADMINISTRATION & FINANCE COMMITTEE**

- a. Approval to negotiate and enter into a Design/Build Contract for Two Magistrate offices – Mr. Malinowski stated the question was divided on this item in committee and a vote taken on each of the magistrate’s offices, so that one would not hold up the other if there were some glitch. Therefore, they need to be voted on individually here.

Ms. Kennedy inquired if we are referring to the magistrate’s office in the Northeast section.

Mr. Malinowski stated he is referring to both of the offices. We can vote on both of them together, but ensure they are divided out.

Mr. N. Jackson stated, for clarification, the motion is to vote on them together, but they need to be divided out. He requested Mr. Malinowski to explain.

Upper Township Magistrate Office – Mr. Malinowski moved, seconded by Ms. McBride, to approve this item.

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

The vote in favor was unanimous.

Hopkins Magistrate Office – Mr. Malinowski moved, seconded by Ms. McBride, to approve this item.

Mr. N. Jackson stated while he supports the Hopkins Magistrate’s Office he wants to make sure the community is aware that a courthouse will be placed in front of their neighborhood and there is some community input or discussion.

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

The vote in favor was unanimous.

18. **REPORT OF RULES & APPOINTMENTS COMMITTEE**19. **NOTIFICATION OF VACANCIES**

- a. Accommodations Tax – Five (5) Vacancies (One applicant must have a background in the Cultural Industry; Three applicants must have a background in the Hospitality Industry; One is an at-large seat)
- b. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from the Restaurant Industry)
- c. Employee Grievance Committee – Three (3) Vacancies (MUST be a Richland County employee)
- d. Business Service Center Appeals Board – One (1) Vacancy (Applicant must be an attorney)

Regular Session

May 1, 2018

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# AIA<sup>®</sup> Document A141™ – 2014

## Standard Form of Agreement Between Owner and Design-Builder

### GMP VERSION

**AGREEMENT** made as of the Eleventh day of June in the year Two Thousand Eighteen  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, address and other information)*

Richland County  
2020 Hampton Street  
Columbia, SC 29201


and the Design-Builder:  
*(Name, address and other information)*

GMK Associates Design-Build Division, Inc.  
1201 Main Street  
Suite 2100  
Columbia, SC 29201

for the following Project:  
*(Name, location and detailed description)*

Richland County Magistrate's Offices  
New Hopkins Facility, Lower Richland Blvd.  
Richland County, SC

The Owner and Design-Builder agree as follows.

**ADDITIONS AND DELETIONS:**   
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

**TABLE OF ARTICLES**

- 1 GENERAL PROVISIONS
- 2 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 3 INSURANCE AND BONDS
- 4 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 CHANGES IN THE WORK
- 6 OWNER'S RESPONSIBILITIES
- 7 TIME
- 8 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 9 PROTECTIONS OF PERSONS AND PROPERTY
- 10 UNCOVERING AND CORRECTION OF WORK
- 11 COPYRIGHTS AND LICENSES
- 12 TERMINATION OR SUSPENSION
- 13 CLAIMS AND DISPUTE RESOLUTION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

**TABLE OF EXHIBITS**

- A DESIGN-BUILD AMENDMENT

**ARTICLE 1 GENERAL PROVISIONS**

**§ 1.1 Owner's Criteria**

This Agreement is based on the Owner's Project Criteria set forth in this Section 1.1.  
*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

**§ 1.1.1 The Owner's program for the Project:**

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

**§ 1.1.2 The Owner's design requirements for the Project and related documentation:**

*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

Per the attached Guaranteed Maximum Price (GMP) Package dated June 11, 2018.

§ 1.1.3 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

New Hopkins Facility, Lower Richland Blvd. TMS#: R21700-03-29.

§ 1.1.4 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

New Hopkins Facility, Lower Richland Blvd. = \$1,357,185.

§ 1.1.5 The Owner's design and construction milestone dates:

- .1 Design phase milestone dates:
- .2 Submission of Design-Builder Proposal:
- .3 Phased completion dates:
- .4 Substantial Completion date:
- .5 Other milestone dates:

§ 1.1.6 Additional Owner's Criteria upon which the Agreement is based:

*(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)*

§ 1.1.7 The

*(Paragraphs deleted)*

Design-Builder shall confirm that the information included in the Project Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.7.1 If the Project Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.8

*(Paragraphs deleted)*

If there is a change in the Project Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

§ 1.1.9

*(Paragraphs deleted)*

If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

*(Paragraphs deleted)*

**§ 1.2 Project Team**

**§ 1.2.1** The Owner identifies the following representative in accordance with Section 6.1.1:

*(List name, address and other information.)*

Dr. Sandra Yudice, Assistant County Administrator

**§ 1.2.2** The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

*(List name, address and other information.)*

Mr. Hayden Davis, Project Manager, Operational Services

Mr. Randy Pruitt, Director, Operational Services

**§ 1.2.3** The Design-Builder identifies the following representative in accordance with Section 2.1.2:

*(List name, address and other information.)*

Ryan S. McCormick, PE  
GMK Associates Inc., Design-Build Division  
1201 Main Street, Suite 2100  
Columbia, SC 29201  
Work Phone: (803) 256-0000  
Cell Phone: (803)269-4229

**§ 1.2.4**

*(Paragraphs deleted)*

Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

*(Paragraph deleted)*

**§ 1.3 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 13.3, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 13.4
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*



## **§ 1.4 Definitions**

**§ 1.4.1 Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

**§ 1.4.2 The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

**§ 1.4.3 The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

**§ 1.4.4 The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

**§ 1.4.5 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**§ 1.4.6 Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

**§ 1.4.7 Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 1.4.8 Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

**§ 1.4.9 Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

**§ 1.4.10 Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

**§ 1.4.11 Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

**§ 1.4.12 Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

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User Notes:

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**§ 1.4.13 Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

**§ 1.4.14 Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

**§ 1.4.15 Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

*(Paragraphs deleted)*

## **ARTICLE 2 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT**

### **§ 2.1 General**

#### **§ 2.1.1**

*(Paragraphs deleted)*

The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

#### **§ 2.1.2 The**

*(Paragraphs deleted)*

Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

*(Table deleted)*

*(Paragraph deleted)*

**§ 2.1.3** The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

#### **§ 2.1.3.1**

*(Paragraphs deleted)*

The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

**§ 2.1.3.2** Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

**§ 2.1.4** The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

**§ 2.1.5 General Consultation.** Upon the Owner's request the Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

**§ 2.1.6** When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals.

**§ 2.1.7** The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

**§ 2.1.8 Progress Reports.** The Design-Builder shall keep the Owner informed of the progress and quality of the Work.

**§ 2.1.9 Design-Builder's Schedules**

**§ 2.1.9.1** The Design-Builder shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

**§ 2.1.9.2** The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

**§ 2.1.10 Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

**§ 2.1.11 Design-Builder's Submittals**

**§ 2.1.11.1** Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 2.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

**§ 2.1.11.2** By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

**§ 2.1.11.3** The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

**§ 2.1.11.4** The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

**§ 2.1.11.5** All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, related to the Work, shall bear the Design-Builder's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**§ 2.1.12 Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered

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defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 2.1.13 Royalties, Patents and Copyrights**

**§ 2.1.13.1** The Design-Builder shall pay all royalties and license fees.

**§ 2.1.13.2** The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

**§ 2.1.14 Indemnification**

**§ 2.1.14.1** To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.1.14.

**§ 2.1.14.2** The indemnification obligation under this Section 2.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 2.1.15 Contingent Assignment of Agreements**

**§ 2.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Section 12.1.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

**§ 2.1.15.2** Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 2.1.15.3** Upon such assignment to the Owner under this Section 2.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

**§ 2.1.16 Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 3.

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### ARTICLE 3 INSURANCE AND BONDS

**§ 3.1 General.** The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Article 3. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

#### **§ 3.2 Design Builder's Insurance and Bonds**

**§ 3.2.1** The Design-Builder shall purchase and maintain the following types and limits of insurance written by insurers admitted to doing business in South Carolina . Each insurer shall have a Best rating of A, VII or higher. All deductibles and retentions for the policies are to be paid by Design-Builder. A breach of any insurance requirement shall be material. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 10.2.2.1 of the Agreement, unless a different duration is stated below: *(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ 3.2.1.1** Commercial General Liability with policy on an occurrence basis with limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate providing coverage for claims including:

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 2.1.14 of the Agreement.

The policy shall provide that this policy is primary over any other Owner insurance or self-insurance, even if the policy asserts it is excess, secondary or contingent.

**§ 3.2.1.2** Business Automobile coverage for bodily injury and property damage covering vehicles owned and leased by the Design-Builder and non-owned and hired vehicles used by the Design-Builder with policy limits of not less than One Million Dollars (\$ 1,000,000 ) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and usage of those motor vehicles specified in this Section 3.2.1.2, along with any other statutorily required automobile coverage.

**§ 3.2.1.3** The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 3.2.1.1 and 3.2.1.2.

**§ 3.2.1.4** Workers' Compensation and employer's liability insurance in accordance with the laws of the State of South Carolina . "Other States" coverage is not sufficient.

**§ 3.2.1.5** Professional Liability Insurance, which may be on a claims-made basis, covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$1,000,000) per act, error or omission, One Million Dollars (\$1,000,000) in the aggregate, and have a One Million Dollars (\$1,000,000) limit for completed operations extending at least two (2) years beyond completion of the project as minimum coverage. Policy shall clearly state any retroactive coverage date.

**§ 3.2.1.6** Pollution Liability covering performance of the Work, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ 3.2.1.6.1** The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections 3.2.1.5 and 3.2.1.6, with combined policy limits that are not less than Two Million Dollars (\$ 2,000,000) per claim and Five Million Dollar (\$ 5,000,000) in the aggregate.

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§ 3.2.1.7 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article 3.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 3.2.1.8 **Additional Insured Obligations.** Upon request the Owner be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ 3.2.1.9 **Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 3.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 8.9.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 3.2.1. If requested the certificates will show the Owner as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ 3.2.1.10 The Design-Builder shall require any subcontractor or sub-subcontractor not insured by Design-Builder to meet the State of South Carolina's requirements for vehicle liability and worker's compensation. They shall also meet the Owner's requirements for general liability insurance. They shall be required to provide the Owner certification of coverage.

### § 3.2.2 Performance Bond and Payment Bond

§ 3.2.2.1 If requested by the Owner the Design-Builder shall provide surety bonds as follows:

*(Specify type and penal sum of bonds.)*

Type

Penal Sum (\$0.00)

*(Paragraphs deleted)*

§ 3.2.2.2 If requested, the cost of the Performance and Payment Bonds will be paid by the Owner.

*(Paragraph deleted)*

§ 3.2.2.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

*(Paragraphs deleted)*

### § 3.3 Owner's Insurance

#### § 3.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

*(Paragraph deleted)*

#### § 3.3.2 Property Insurance

§ 3.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build

Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 8.7 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section 3.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 10.2.2 of the Agreement.

**§ 3.3.2.1.1** The insurance required under Section 3.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

*(Paragraph deleted)*

**§ 3.3.2.1.2** If the insurance required under Section 3.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

*(Paragraph deleted)*

**§ 3.3.2.1.3** The insurance required under Section 3.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 3.3.2.1.4** Partial occupancy or use in accordance with Section 8.8 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section 3.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

*(Paragraph deleted)*

**§ 3.3.2.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, required by the Design-Build Documents or by law. This insurance shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section 3.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

*(Paragraph deleted)*

**§ 3.3.2.3** If the Owner does not intend to purchase the insurance required under Sections 3.3.2.1 and 3.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

*(Paragraph deleted)*

**§ 3.3.2.4 Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Article 3.

*(Paragraphs deleted)*

**§ 3.3.2.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 3.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

*(Paragraph deleted)*

**§ 3.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section 3.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article 3.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

*(Paragraphs deleted)*

**§ 3.3.2.7 Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 4.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 3.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 4.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

*(Paragraphs deleted)*

**§ 3.3.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 3.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

*(Paragraph deleted)*

**§ 3.3.2.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 5 of the Agreement.

*(Paragraph deleted)*

**§ 3.3.2.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

*(Paragraphs deleted)*



**§ 3.4 Special Terms and Conditions**

Special terms and conditions that modify this Insurance and Bonds Article 3, if any, are as follows:

*(Paragraph deleted)*

**ARTICLE 4 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**

*(Paragraphs deleted)*

**§ 4.1 Construction Documents**

*(Paragraphs deleted)*

**§ 4.1.1** Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

**§ 4.1.2** The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

*(Paragraph deleted)*

**§ 4.2 Construction**

**§ 4.2.1 Commencement.** Except as permitted in Section 4.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

**§ 4.2.2**

*(Paragraphs deleted)*

If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

**§ 4.2.3** The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

**§ 4.2.4** The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 4.3 Labor and Materials**

**§ 4.3.1**

*(Paragraphs deleted)*

Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

**§ 4.3.2** When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 5.

**§ 4.3.3** The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 4.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

#### § 4.5 Permits, Fees, Notices and Compliance with Laws

§ 4.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 4.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 4.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 13.

§ 4.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 13.

#### § 4.6 Allowances

§ 4.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 4.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 4.6.2.1 and (2) changes in Design-Builder's costs under Section 4.6.2.2.

§ 4.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

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#### **§ 4.7 Key Personnel, Contractors and Suppliers**

**§ 4.7.1** The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

#### **§ 4.8 Documents and Submittals at the Site**

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 8.9.2 as a record of the Work as constructed.

#### **§ 4.9 Use of Site**

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

*(Paragraphs deleted)*

#### **§ 4.10 Cutting and Patching**

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

*(Paragraph deleted)*

#### **§ 4.11 Cleaning Up**

*(Paragraph deleted)*

**§ 4.11.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

*(Paragraph deleted)*

**§ 4.11.2** If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

#### **§ 4.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

#### **§ 4.13 Construction by Owner or by Separate Contractors**

##### **§ 4.13.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 4.13.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 13.

**§ 4.13.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

**§ 4.13.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate

with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 4.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

#### § 4.14 Mutual Responsibility

§ 4.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 4.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 4.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 4.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 9.2.5.

§ 4.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 4.10.

#### § 4.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

### ARTICLE 5 CHANGES IN THE WORK

#### § 5.1 General

§ 5.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 5 and elsewhere in the Design-Build Documents.

§ 5.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

*(Paragraph deleted)*

§ 5.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

#### § 5.2 Change Orders

§ 5.2.1 A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

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**§ 5.2.2** If the Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design-Builder for any costs incurred for estimating services, design services or preparation of proposed revisions to the Design-Build Documents.

*(Paragraphs deleted)*

**§ 5.3 Change Directives**

**§ 5.3.1** A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum, and Contract Time being adjusted accordingly.

**§ 5.3.2** A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 5.3.3** If the Change Directive provides for an adjustment to the Contract Sum the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 5.3.7.

*(Paragraphs deleted)*

**§ 5.3.4** If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

*(Paragraph deleted)*

**§ 5.3.5** Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

*(Paragraphs deleted)*

**§ 5.3.6** A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 5.3.7** If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 5.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 5.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

*(Paragraph deleted)*

**§ 5.3.8** The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

*(Paragraphs deleted)*

**§ 5.3.9** Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 13.

*(Paragraphs deleted)*

**§ 5.3.10** When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## **ARTICLE 6 OWNER'S RESPONSIBILITIES**

*(Paragraphs deleted)*

### **§ 6.1 General**

**§ 6.1.1** The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

**§ 6.1.2** The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within thirty (30) days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

*(Paragraphs deleted)*

### **§ 6.2 Information and Services Required of the Owner**

*(Paragraphs deleted)*

**§ 6.2.1** The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

**§ 6.2.2** The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. The Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

**§ 6.2.3** The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

**§ 6.2.4** The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

**§ 6.2.5** The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

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**§ 6.2.6** If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

**§ 6.2.7** The Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

**§ 6.2.8** Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

**§ 6.2.9** Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

**§ 6.2.10** The Owner shall purchase and maintain insurance as set forth in Article 3.

### **§ 6.3 Submittals**

**§ 6.3.1** The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 2.1.11, 2.1.12, and 4.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 6.3.2** Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

**§ 6.4** Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

**§ 6.5** The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

**§ 6.6** The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 14.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good

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faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

#### **§ 6.7 Owner's Right to Stop Work**

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 10.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 4.13.1.3.

#### **§ 6.8 Owner's Right to Carry Out the Work**

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

### **ARTICLE 7 TIME**

#### **§ 7.1 Progress and Completion**

**§ 7.1.1** Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

**§ 7.1.2** The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

**§ 7.1.3** The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### **§ 7.2 Delays and Extensions of Time**

*(Paragraph deleted)*

**§ 7.2.1** If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

*(Paragraph deleted)*

**§ 7.2.2** Claims relating to time shall be made in accordance with applicable provisions of Article 13.

**§ 7.2.3** This Section 7.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

*(Paragraph deleted)*

### **ARTICLE 8 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

*(Paragraph deleted)*

#### **§ 8.1 Contract Sum**

The Contract Sum is stated in the Design-Build Amendment.

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**§ 8.2 Schedule of Values**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

*(Paragraph deleted)*

**§ 8.3 Applications for Payment**

**§ 8.3.1** At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

**§ 8.3.1.1** As provided in Section 5.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

*(Paragraph deleted)*

**§ 8.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

*(Paragraph deleted)*

**§ 8.3.2** Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

*(Paragraph deleted)*

**§ 8.3.3** The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

*(Paragraph deleted)*

**§ 8.4 Decisions to Withhold Certification**

*(Paragraphs deleted)*

**§ 8.4.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder in writing, within ten (10) business days after receipt of the Design-Builder's Application for Payment. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a

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Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

*(Paragraphs deleted)*

**§ 8.4.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

*(Paragraphs deleted)*

**§ 8.4.3** If the Owner withholds certification for payment under Section 9.4.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **§ 8.5 Progress Payments**

*(Paragraph deleted)*

**§ 8.5.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

*(Paragraph deleted)*

**§ 8.5.2** The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

*(Paragraphs deleted)*

**§ 8.5.3** The Owner shall have no obligation to pay or to see to the payment of money to a Contractor except as may otherwise be required by law.

*(Paragraph deleted)*

**§ 8.5.4** Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Section 8.5.2.

*(Paragraphs deleted)*

**§ 8.5.5** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

*(Paragraphs deleted)*

**§ 8.5.6** Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be

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placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

#### **§ 8.6 Failure of Payment**

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon ten (10) additional business days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

#### **§ 8.7 Substantial Completion**

**§ 8.7.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 8.7.2** When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

**§ 8.7.3** Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

**§ 8.7.4** Prior to issuance of the Certificate of Substantial Completion, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

**§ 8.7.5** A Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

#### **§ 8.8 Partial Occupancy or Use**

*(Paragraphs deleted)*

**§ 8.8.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 8.7.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

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§ 8.8.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 8.8.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

*(Paragraph deleted)*

#### § 8.9 Final Completion and Final Payment

*(Paragraph deleted)*

§ 8.9.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 8.9.2, promptly issue a final Certificate for Payment.

§ 8.9.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

*(Paragraph deleted)*

§ 8.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

*(Paragraph deleted)*

§ 8.9.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 8.9.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

*(Paragraph deleted)*

#### ARTICLE 9 PROTECTION OF PERSONS AND PROPERTY

*(Paragraph deleted)*

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**§ 9.1 Safety Precautions and Programs**

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

**§ 9.2 Safety of Persons and Property**

*(Paragraph deleted)*

**§ 9.2.1** The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

*(Paragraph deleted)*

**§ 9.2.2** The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

*(Paragraph deleted)*

**§ 9.2.3** The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

*(Paragraphs deleted)*

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

*(Paragraphs deleted)*

**§ 9.2.5** The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 9.2.1.2 and 9.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 9.2.1.2 and 9.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.2.14.

*(Paragraph deleted)*

**§ 9.2.6** The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

*(Paragraphs deleted)*

**§ 9.2.7** The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

*(Paragraphs deleted)*

**§ 9.2.8 Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

*(Paragraphs deleted)*

### **§ 9.3 Hazardous Materials**

*(Paragraph deleted)*

**§ 9.3.1** The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

*(Paragraphs deleted)*

**§ 9.3.2** Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

*(Paragraphs deleted)*

**§ 9.3.4** The Owner shall not be responsible under this Section 9.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner. The Owner shall be responsible for materials or substances required by the Owner, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 9.3.5** The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 9.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 9.3.6** If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

### **§ 9.4 Emergencies**

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

## **ARTICLE 10 UNCOVERING AND CORRECTION OF WORK**

### **§ 10.1 Uncovering of Work**

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in

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which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

## § 10.2 Correction of Work

**§ 10.2.1 Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

## § 10.2.2 After Substantial Completion

**§ 10.2.2.1** In addition to the Design-Builder's obligations under Section 2.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 8.8.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 6.8.

**§ 10.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 10.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 10.2.

**§ 10.2.3** The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

**§ 10.2.4** The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

**§ 10.2.5** Nothing contained in this Section 10.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 10.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

## § 10.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

*(Paragraph deleted)*

## ARTICLE 11 COPYRIGHTS AND LICENSES

**§ 11.1** Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them and the Owner, shall be deemed the joint owners of the

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Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

*(Paragraph deleted)*

## **ARTICLE 12 TERMINATION OR SUSPENSION**

*(Paragraphs deleted)*

### **§ 12.1 Termination or Suspension Following Execution of the Design-Build Amendment**

#### **§ 12.1.1 Termination by the Design-Builder**

*(Paragraph deleted)*

**§ 12.1.1.1** The Design-Builder may terminate the Contract if the Work is stopped for a period of forty-five (45) consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 6.2.7.

*(Paragraphs deleted)*

**§ 12.1.1.2** The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 12.1.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 12.1.1.3** If one of the reasons described in Section 12.1.1.1 or 12.1.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed.

*(Paragraph deleted)*

**§ 12.1.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 12.1.1.3.

*(Paragraph deleted)*

### **§ 12.1.2 Termination by the Owner For Cause**

#### **§ 12.1.2.1** The Owner may terminate the Contract if the Design-Builder

- .1 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .2 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

*(Paragraph deleted)*

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§ 12.1.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 2.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

*(Paragraph deleted)*

§ 12.1.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 12.1.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

*(Paragraph deleted)*

§ 12.1.2.4 If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

*(Paragraphs deleted)*

### § 12.1.3 Suspension by the Owner for Convenience

*(Paragraphs deleted)*

§ 12.1.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

*(Paragraph deleted)*

§ 12.1.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 12.1.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

*(Paragraphs deleted)*

### § 12.1.4 Termination by the Owner for Convenience

*(Paragraphs deleted)*

§ 12.1.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 12.1.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 12.1.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed.

## ARTICLE 13 CLAIMS AND DISPUTE RESOLUTION

### § 13.1 Claims

§ 13.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

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**§ 13.1.2 Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 9 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 13.1.2.

*(Paragraph deleted)*

**§ 13.1.3 Notice of Claims**

**§ 13.1.3.1 Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 13.1.3.2 Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 8.9.4 or 8.9.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 13.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 13.2.1 shall not apply.

**§ 13.1.4 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 8.6 and Article 12, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

**§ 13.1.5 Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 9.4.

*(Paragraphs deleted)*

**§ 13.1.6 Claims for Additional Time**

**§ 13.1.6.1** If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 13.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 13.2 Initial Decision**

**§ 13.2.1** An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 9.3 and 9.4 of the Agreement and Sections 3.3.2.9 and 3.3.2.10, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

**§ 13.2.2 Procedure**

**§ 13.2.2.1**

*(Paragraphs deleted)*

**Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten (10) business days after receipt of the notice required under Section 13.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim

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in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

#### § 13.2.2.2

*(Paragraphs deleted)*

**Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten (10) business days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

*(Paragraphs deleted)*

§ 13.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

*(Paragraph deleted)*

§ 13.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten (10) business days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 13.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

*(Paragraph deleted)*

§ 13.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 13.2.6.1.

*(Paragraphs deleted)*

§ 13.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

*(Paragraphs deleted)*

§ 13.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

*(Paragraph deleted)*

§ 13.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

*(Paragraphs deleted)*

### § 13.3 Mediation

*(Paragraphs deleted)*

§ 13.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 8.9.4, 8.9.5, and 13.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 13.3.2 The parties shall endeavor to resolve their Claims by mediation pursuant to the South Carolina Alternate Dispute Resolution (ADR) Rules. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed

pursuant to this Section 13.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 13.3.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

#### **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1 Governing Law** The Contract shall be governed by the law of the State of South Carolina.

#### **§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 14.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

*(Paragraphs deleted)*

**§ 14.2.3** If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 2.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

*(Paragraphs deleted)*

#### **§ 14.3 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

*(Paragraphs deleted)*

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#### **§ 14.4 Rights and Remedies**

**§ 15.4.1** Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 14.4.2** No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

#### **§ 14.5 Tests and Inspections**

**§ 14.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

**§ 14.5.2** If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 14.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 14.5.3, shall be at the Owner's expense.

**§ 14.5.3** If such procedures for testing, inspection or approval under Sections 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

**§ 14.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

**§ 14.5.5** If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

**§ 14.5.6** Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

#### **§ 14.6 Confidential Information**

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 14.6.1.

**§ 14.6.1** A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

#### **§ 14.7 Capitalization**

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 14.8 Interpretation

§ 14.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 14.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement is comprised of the following documents listed below:

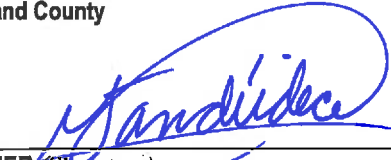
- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed

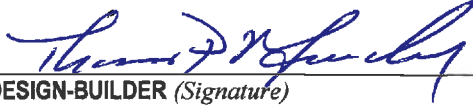
.6 Other:

This Agreement entered into as of the day and year first written above.

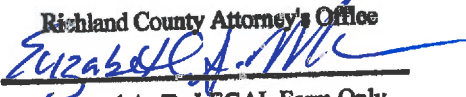
Richland County

GMK Associates Design-Build Division, Inc.

  
 \_\_\_\_\_  
 OWNER (Signature)  
 Sandra Yudice, Ph.D  
 Assistant County  
 Administrator  
 \_\_\_\_\_  
 (Printed name and title)

  
 \_\_\_\_\_  
 DESIGN-BUILDER (Signature)  
 Thomas P. Monahan, Chairman/Treasurer  
 \_\_\_\_\_  
 (Printed name and title)

(Table deleted)(Paragraphs deleted)

Richland County Attorney's Office  
  
 \_\_\_\_\_  
 Approved As To LEGAL Form Only.  
 No Opinion Rendered As To Content.

# AIA<sup>®</sup> Document A141<sup>™</sup> – 2014 Exhibit A

## Design-Build Amendment

### GMP VERSION

This Amendment is incorporated into the accompanying AIA Document A141<sup>™</sup>-2014, Standard Form of Agreement Between Owner and Design-Builder dated the Eleventh day of June in the year Two Thousand Eighteen (the "Agreement")  
*(In words, indicate day, month and year.)*

#### for the following PROJECT:

*(Name and location or address)*

Richland County Magistrate's Offices  
New Hopkins Facility, Lower Richland Blvd.  
Richland County, SC

#### THE OWNER:

*(Name, legal status and address)*

Richland County  
2020 Hampton Street  
Columbia, SC 29201

#### THE DESIGN-BUILDER:

*(Name, legal status and address)*

GMK Associates Design-Build Division, Inc.  
1201 Main Street  
Suite 2100  
Columbia, SC 29201

The Owner and Design-Builder hereby amend the Agreement as follows.

#### TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 MISCELLANEOUS PROVISIONS

#### ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:  
*(Check the appropriate box.)*

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

[ X ] Stipulated Sum, in accordance with Section A.1.2 below.

*(Paragraph deleted)*

**§ A.1.2 Stipulated Sum**

**§ A.1.2.1** The Stipulated Sum for Design Services and Construction, subject to authorized adjustments as provided in the Design-Build Documents, is as follows:

**§ A.1.2.1.1 Design Services.** For the Design-Builder’s performance of the Work as described in Section 4.1 of the Agreement, the Owner shall pay the Design-Builder in current funds the amount of: Seventy-Four Thousand, Five Hundred Eighty-Five Dollars and Zero Cents (\$74,585).

**§ A.1.2.1.2 Construction.** The Stipulated Sum for Construction shall be One Million, Two Hundred Forty-Three Thousand, Seventy Dollars and Zero Cents (\$1,243,070). The Stipulated Sum for Construction and Contingency shall be One Million, Two Hundred Eighty-Two Thousand, Six Hundred Dollars and Zero Cents (\$1,282,600).

**§ A.1.2.2** The Stipulated Sum is

*(Paragraphs deleted)*

guaranteed by the Design-Builder not to exceed the above-stated amount, subject to additions and deductions by changes in the work as provided in the final design-build documents. Such maximum sum is referred to in the Design-Build documents as the Guaranteed Maximum Price. Reasonably expected costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

**§ A.1.2.3**

*(Paragraphs deleted)*

The Stipulated Sum will be converted to a Lump-Sum Price at the conclusion of the Construction Documents and be incorporated into this Agreement by Amendment.

*(Table deleted)*

**§ A.1.2.4** The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)*

**§ A.1.2.5** Unit prices, if any:

*(Identify item, state the unit price, and state any applicable quantity limitations.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ A.1.2.6** Allowances, if any, are as follows:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both)*

Allowance	Amount (\$ 0.00)	Included Items
Site Development Allowance	\$187,500	Both

*(Paragraphs deleted)*

**§ A1.2.7** Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

**§ A.1.3 Payments**

**§ A.1.3.1 Progress Payments**

*(Paragraphs deleted)*

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User Notes:

(959136376)



§ A.1.3.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

*(Paragraphs deleted)*

§ A.1.3.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.3.1.3 Provided that an Application for Payment is received not later than the first day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the thirtieth day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30) days after the Owner receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

*(Paragraphs deleted)*

§ A.1.3.1.4 With each Application for Payment the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

*(Paragraphs deleted)*

§ A.1.3.1.5 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.3.1.6 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.3.1.7 In the event that the Owner's Lender engages the services of an independent inspection service for the payment application approval process, the Design-Builder has the right to approve the firm or individual selected to perform the inspection services.

#### § A.1.3.2 Progress Payments—Stipulated Sum

§ A.1.3.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.3.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten-percent ( 10 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 5.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten-percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and

Init.

- 4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 8.4 of the Agreement.

**§ A.1.3.2.3** The progress payment amount determined in accordance with Section A.1.3.2.2 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 8.7.5 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 8.9.3 of the Agreement.

**§ A.1.3.2.4** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.3.2.2.1 and A.1.3.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)*

**§ A.1.3.3 Final Payment**

**§ A.1.3.3.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 8.9 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

*(Paragraphs deleted)*

*(Table deleted)*

**ARTICLE A.2 CONTRACT TIME**

**§ A.2.1** Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

**§ A.2.2** The Design-Builder shall achieve Substantial Completion of the Work per the Management Schedule, dated June 11, 2018, included in the attached Guaranteed Maximum Price (GMP) Package. :

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

**§ A.3.1.1** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
GMP Package	Guaranteed Maximum	June 11, 2018	

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User Notes: (959136376)

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Price Package

§ A.3.1.2 The Specifications:  
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

List of Inclusions in the attached Guaranteed Maximum Price Package.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The Drawings:  
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Plans included in the attached Guaranteed Maximum Price Package.

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5  
(Paragraphs deleted)  
Design-Builder's assumptions and clarifications:

§ A.3.1.6 Deviations from the Project Criteria as adjusted by a Modification:

§ A.3.1.7 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

(Paragraphs deleted)

**ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**

§ A.4.1 The Design-Builder's key personnel are identified below:  
(Identify name, title and contact information.)

(Paragraphs deleted)  
Project Manager

Init.

TBD

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:  
(List name, discipline, address and other information.)

**ARTICLE A.5 MISCELLANEOUS PROVISIONS**

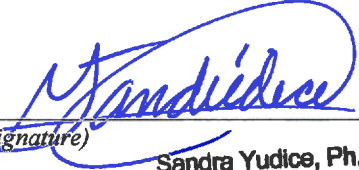
**§ A.5.1 Relationship of the Parties**


The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.


**Richland County**

**GMK Associates Design-Build Division, Inc.**

  
\_\_\_\_\_  
OWNER (Signature)  
**Sandra Yudice, Ph.D**  
**Assistant County**  
**Administrator**  
(Printed name and title)

  
\_\_\_\_\_  
DESIGN-BUILDER (Signature)  
**Thomas P. Monahan, Chairman/Treasurer**  
(Printed name and title)

(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)

**Richland County Attorney's Office**  
  
\_\_\_\_\_  
**Approved As To LEGAL Form Only.**  
**No Opinion Rendered As To Content.**

**RICHLAND COUNTY**

**MAGISTRATE COURT FACILITIES**

**4,830 sf Facilities Option**

**New Hopkins Magistrate Facility**

**Lower Richland Blvd.**

**GUARANTEED MAXIMUM PRICE PACKAGE**

**June 11, 2018**



**1201 Main Street, Suite 2100  
Columbia, SC 29201  
P 803.256.0000  
[www.gmka.com](http://www.gmka.com)**

# **Richland County**

## **New Hopkins Magistrate Facility**

### **Lower Richland Blvd.**

#### **Project Design Narrative**

**June 11, 2018**

The building will be a 4,830 s.f. slab-on-grade, one-story, brick-veneer/hard-coat stucco building with a pitched architectural asphalt shingle roof. Windows, where incorporated, will have sills placed at least 6'-8" above the floor elevation for security. Windows will be thermal, aluminum-frame type. Public entrances will be storefront type with glass entry doors and sidelights. Other exterior doors will be painted hollow metal with hollow metal frames. Exterior glass will be low-e, insulated glass. The building interior spaces will be constructed with gypsum board walls and acoustical ceiling tile ceilings. The finishes will be per Richland County standards. Interior doors will be flush style wood doors with hollow metal frames. Door hardware is to be commercial grade minimum grade 2 hardware. Access controls will be coordinated with the Owner's access control vendor as required. The judges bench, clerk bench, jury box and other built in courtroom furniture will be wood with either painted or stained finish.

The plumbing, mechanical, power, lighting and life safety systems will be designed to meet current Code requirements.

# Richland County

## New Hopkins Magistrate Facility

### Lower Richland Blvd.

#### Schematic Budget Estimate

April 10, 2018

New Construction Area = 4,830 sf

Sitework, 25 Parking Spaces (Allowance):	\$187,500
Magistrate Facility New Construction:	\$1,055,570
Construction Costs Sub-Total:	<u>\$1,243,070</u>
Design Fees (6%):	\$74,585
Design/Construction Contingency (3%):	\$39,530
Design & Construction Costs:	<u><u>\$1,357,185</u></u>

#### NOTES:

Provide 25 Parking Spaces for Facility.  
Facility will be unsprinklered.

#### \*Off-Site Utility Note:

Site is currently not served by utility for Water nor Sewer.  
No Construction Costs have been included for Off-Site Utility extensions.

**Richland County**

**New Hopkins Magistrate Facility**

**Lower Richland Blvd.**

**Project Development Cost Worksheet**

(For Determination of division of Responsibilities)

June 11, 2018

	<u>GMK Responsibility</u>	<u>Owner Responsibility</u>
<b>Hard Costs:</b>		
<b>Exterior Work:</b>		
Sitework Construction <u>Allowance</u> - Clearing, Grading, Drainage, Pavements, On-Site Utilities, Erosion Control, & Landscaping	\$187,500	-
Off-Site Utilities to Property	NIC	By Owner
Unexpected Unsuitable Materials Replacement (Rock, Muck)	NIC	By Owner
Site Lighting Systems & Design	NIC	By Owner
Exterior Signage & Design	NIC	By Owner
<b>Building Construction:</b>		
Building Construction - Structural, Architectural, Mechanical, Plumbing, Electrical & Fire Protection per Code Requirements.	\$1,055,570	-
Hazardous Materials Abatement	N/A	N/A
Mold & Mildew Remediation	N/A	N/A
Fire Pump Systems	N/A	N/A
<b>Intercom, Security, Television &amp; Communication Systems:</b>		
Data, Telephone & Television Wiring; incl. Cable Tray	NIC	By Owner
Computer System Equipment, incl Power Conditioning	NIC	By Owner
Telephone System Equipment	NIC	By Owner
Television System Equipment	NIC	By Owner
Intercom & Paging Systems; Equipment & Wiring (Speakers, etc.)	NIC	By Owner
Security Systems; Equipment & Wiring (Locks, Cameras, etc.)	NIC	By Owner
Teleconference & AV Systems; Equipment & Wiring	NIC	By Owner
Clock Systems; Equipment & Wiring	NIC	By Owner
<b>Furniture, Fixtures &amp; Equipment:</b>		
General Owner FF&E <u>Allowance</u>	NIC	By Owner
Kitchen & Serving Equipment; incl Installation & Design	NIC	By Owner
Residential Equipment; incl Installation (Refrigerators, Microwaves, Ice Machines, etc.)	NIC	By Owner
Television & Monitor Wall Brackets, incl Installation	NIC	By Owner
Paper Towel, Soap, & Toilet Tissue Dispensers, incl Installation	NIC	By Owner
Misc. Storage Shelving	NIC	By Owner
Furniture & Furnishings, incl Installation & Design	NIC	By Owner
Window Treatments & Blinds, incl Installation & Design	NIC	By Owner
Artwork, incl Installation & Design	NIC	By Owner
Office Equipment, incl Installation & Design	NIC	By Owner
Cubicle Curtains & Tracks, incl Installation	NIC	By Owner
Interior Signage, incl Installation	NIC	By Owner
Vending Equipment, incl Installation	NIC	By Owner
<b>Other Hard Costs:</b>		
<b>Total Hard Costs</b>	<b>\$1,243,070</b>	<b>\$0</b>



**Soft Costs:**

Design Fees (C,S,A,M,E,P & FP)	\$74,585	
Building Permit Fees	Included	
Special Inspections (IBC Chapter 17)	NIC	By Owner
Tap & Impact Fees	NIC	
Builder's Risk Insurance	NIC	By Owner
Payment & Performance Bonds	NIC	By Owner
Owner's & Contractor's Liability Insurance	Included	
Construction Loan Interest	NIC	
Construction Loan Fees	NIC	
Traffic Impact Fees	NIC	
Topographic Surveys	NIC	\$6,600
Other Land Related Surveys (Tree Survey or As-Built Survey)	NIC	
Geotechnical & Environmental Studies	NIC	\$3,875
Relocation Of Existing Underground Utilities	NIC	
Title Insurance	NIC	
Legal & Organizational	NIC	
Consultants	NIC	
Cost Segregation Analysis & Support For Same	NIC	
Cost of Electricity After Metered Power Is Provided To Building	NIC	
Initial Land Carrying Cost	NIC	
Other Miscellaneous Soft Costs	NIC	
Contingency	-	\$39,530
<b>Total Soft Costs</b>	<b>\$74,585</b>	<b>\$50,005</b>
<b>Total Estimated Project Costs</b>	<b>\$1,317,655</b>	<b>\$50,005</b>

**\$1,367,660**

\*\*\*See attached accompanying comments\*\*\*

# **Richland County**

## **New Hopkins Magistrate Facility**

### **Lower Richland Blvd.**

#### **Comments to the Project Development Cost Analysis**

**June 11, 2018**

Items not included in the GMP Budget, if required, to be furnished by Owner:

Intercom, Security, Television and Communication Systems consists of items such as Intercom Systems, Power Conditioning Equipment, Computer Systems, Paging Systems, Speakers, Security Systems, Security Cameras, Television Monitors, Cable Television Systems, Satellite Television systems, Telephone systems, Teleconferencing systems including cameras and speakers, Cable Tray and Wiring Control Systems, as well as wiring and labor for same.

Furniture, Fixtures and Equipment consists of items such as Window Treatments, Appliances, Kitchen Equipment (Not Only the Kitchen Equipment, but also including Hoods, Ductwork for Hoods, Fans and Fire Suppression for Hoods), Lockers, Soap Dispensers, Clocks, Metal Storage Shelving, Interior and Exterior Signage, Office Equipment, as well as labor for same.

Additional items which may be considered on a project specific basis for inclusion at a later date in the Project Development Cost Analysis are: Fire Pump, the Cost for Excavation/Removal/Replacement of Unsuitable Materials (Rocks, Muck, Etc. – 3000 psi bearing pressure assumed), Site Parking Lot Lighting, Site Landscaping and Irrigation (above Code minimum), Mold and Mildew Remediation, Hazardous Material Abatement, Vending Machines, Tap & Impact Fees, Owner's & Contractor's Liability Insurance, and 3<sup>rd</sup> Party Special Inspections.

Design fees apply to the civil design for the site work as well as for the architectural and engineering design required for the facility itself. Interior design fees are included for all items installed by GMK per the contract. Examples are carpet, vinyl tile, paint, flooring, doors, hardware for sinks and toilet accessories. Items not included in GMK's contract should have design fees considered in the budget estimate, such as furniture and artwork.

# Richland County

## New Hopkins Magistrate Facility

### Lower Richland Blvd.

#### List of Inclusions

June 11, 2018

#### General

Full-time Field Construction Supervision

#### Sitework (\$187,500 Allowance) {Provide 25 Parking Spaces}

- Site Clearing and Grubbing
- Strip/Stockpile/Respread Topsoil
- Site Grading (Cut, Fill & Compaction)
- Building and Site Improvements Layout
- Storm Drainage Piping and Structures to Detention Pond
- Potable Water Service (from Utility Main at Property to Building)
- Gravity Sanitary Sewer Service (from Building to Site Septic System)
- Electrical Service (from Utility Transformer to Building)
- Concrete Curb and Gutter
- Concrete Sidewalks
- Handicapped Ramps @ Concrete Sidewalks
- Asphalt Paving and Base
- Concrete Parking Stops (HC Parking)
- Handicapped Parking Signs
- Pavement Line Striping and Pavement Markings
- Temporary Erosion Control Measures
- Grassing for Erosion Control
- Temporary Facilities
- Site Cleaning
- Landscaping (per Ordinance)

#### Concrete

- Building Layout
- Foundation Excavation and Backfill
- Soil Termite Treatment
- Vapor Barrier, Stego Wrap
- Reinforcing Bars at Foundations and Turndowns
- Wire Mesh or Fiber Reinforcement at Slab-on-Grade
- Perimeter Strip Footing Foundations
- Spread Footing Foundations
- Perimeter Concrete Turndowns
- Concrete Slab-on-Grade

Slab-on-Grade Control/Construction Joints  
Grouting

Masonry

- Brick Ties
- Sand and Mortar
- CMU Backup @ Foundation Wall below Grade
- CMU Blockfill
- Face Brick Veneer
- Brick Accent Bands
- Steel Lintels @ Window/Door Openings
- Thru-Wall Flashing & Weeps
- Masonry Cleaning
- Masonry Control Joints

Metals

- Miscellaneous Steel

Carpentry

- Wood Stud Framing and Bracing (Exterior and Interior Walls)
- Wood Roof Truss Framing and Bracing
- Exterior Wall & Roof Sheathing/Decking
- Platform and Step Framing @ Courtroom
- Miscellaneous Wood and Metal Blocking and Bridging
- Rough Hardware (Fasteners, Etc.)
- Melamine Clad Cabinets and Shelving
- High Pressure Laminate Countertops (Break Room)
- Solid-Surface Countertops (Bath Vanities & Conference/Jury)
- Finish Hardware (Fasteners, etc.)
- Wood Chair Rail Trim @ Courtroom
- Millwork Judge's Bench
- Millwork Witness/Stenographer Countertop
- Millwork Courtroom Banisters/Railings

Thermal and Moisture Protection

- Felt Underlayment @ Shingle Roof
- Ice & Water Shield Underlayment @ Roof Perimeter and Valleys
- Spray-Foam Insulation @ Exterior Wall Assemblies (per Energy Code)
- Spray-Foam Insulation @ Roof Assembly (per Energy Code)
- Sound Batt Insulation at Interior Walls (as required for Privacy)
- 30-Year Architectural Asphalt Shingle Roofing
- Metal-Clad-Wood Fascia/Frieze Boards
- Metal Gutters and Downspouts (at Entry Areas)
- Caulking and Sealants

## Doors and Windows

- Interior and Exterior Hollow Metal Door Frames
- Exterior Insulated Hollow Metal Doors
- Interior Wood Doors (Stain Grade Birch)
- Aluminum/Glass Storefront Swinging Entry Doors
- Aluminum-Framed Exterior Windows with Insulated Glass
- Aluminum-Framed Storefront System with Insulated Glass
- Interior Hollow Metal-Framed View Windows with Safety
- Finish Hardware (Hinges, Locks, Panic, and Closers - as required)
- Glass and Glazing

## Finishes

- Hard-Coat Stucco on Exterior Gypsum High Walls & Soffit
- Gypsum Board Walls
- Suspended Gypsum Board Ceilings (@ Shower)
- Carpet Tile Flooring (County Standard)
- Luxury Vinyl Tile Flooring (County Standard)
- Rubber Cove Floor Base (County Standard)
- Hard Tile Flooring, Base, and Wall Wainscot (Gang Toilet Rooms & Shower)
- Enamel Paint Interior Walls/Ceilings
- Epoxy Paint Interior Walls (Wet Areas)
- 2 x 4 Acoustical Grid System and Tile (County Standard)

## Specialties

- Toilet Accessories (Grab Bars and Mirrors)
- Toilet Partitions and Urinal Screens
- Fire Extinguishers and Cabinets

## Mechanical

### Plumbing

- Waste and Vent System - draining to Site Septic Sewer System
- Potable Water Riser and Backflow Preventer
- CPVC Water Lines
- PVC Waste Piping Above and Below Grade
- Stainless Steel Sinks @ Casework, Large (Break Room & Conference/Jury)
- Integral Solid-Surface Sinks @ Bath Vanities
- Vitreous China Wall Lavatory Sinks
- Vitreous China Water Closets, Tank Type
- Vitreous China Urinals
- Cast Stone Janitor Mop Sink
- Shower Head Fixture & Drain
- Water Box Fixture @ Break Room
- Finish Trim - Faucets, Etc.
- Electric Water Heater
- Water Cooler, ADA

### Heating, Ventilation and Cooling System

- HVAC Temperature Requirements to meet all applicable Codes
- Design Temperature is Standard 95° Outside/75° Inside
- New DX Split-System HVAC Units (approx. 15-tons AC)
- Sheetmetal & Flex Ductwork
- Exhaust Fans
- Fire Dampers
- Hangers and Supports
- Mechanical Insulation
- Duct Accessories
- HVAC Controls
- Testing and Balancing

### Electrical

- 3-Phase Service
- Distribution Panels
- Power Wiring and Circuitry
- Switches, Receptacles and Cover plates
- 2x4 Lighting Fixtures (LED Lamps)
- Fluorescent or LED Recessed Can Lighting Fixtures
- Exterior Wall Packs for Site Safety Lighting
- Exit Lights
- Emergency Lighting (to meet Life Safety Regulations)
- Back Boxes and Conduit for Telephone, Data, and Television to above ceiling (Cable Tray, Wiring and System Equipment by Others)
- Fire Alarm System (to meet Life Safety Regulations)



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*title* CONCEPTUAL FLOOR PLAN - Option 7

MAGISTRATE FACILITY

*issued for* BUDGET UPDATE *date* 4/3/2018

*from*

*drawn by*

**H-2.1.7**

# RICHLAND COUNTY MAGISTRATES OFFICES

## Project Management Schedule

June 11, 2018

Activity Name	Duration (Months)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
<b>Wilson Blvd.</b>	<b>12.77</b>																	
1 Prepare/Deliver Draft GMP	1.00																	
2 RC Approval/Award Part 2 Contract/Finalize GMP	1.75																	
3 Prepare Construction Documents	2.00																	
4 Permitting	1.00																	
5 Construction	7.00																	
6																		
7																		
<b>Hopkins</b>	<b>15.27</b>																	
8 Prepare/Deliver Draft GMP	1.00																	
9 RC Approval/Award Part 2 Contract/Finalize GMP	1.75																	
10 Prepare Construction Documents	2.50																	
11 Permitting	1.00																	
12 Construction	9.00																	
13																		



**Sheriff Addition to Hopkins Magistrate Office Estimated Budget**

3/16/2020

**3,100 Sq. Ft Building****Site Construction**

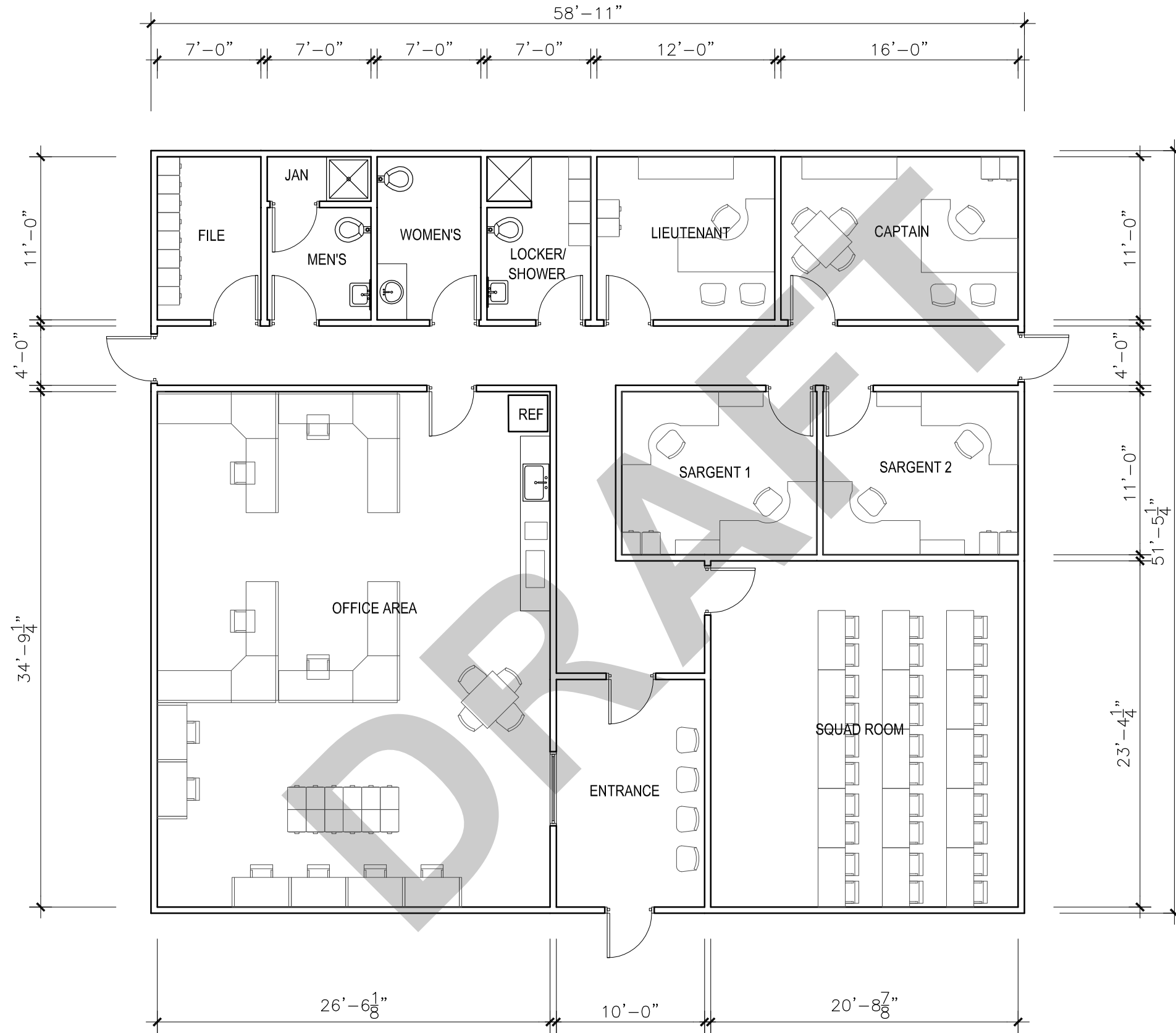
Off-site utilities	\$	50,000.00
site work	\$	465,000.00
building construction	\$	1,492,434.00
Furniture, Fixtures, and Equipment	\$	75,000.00

**Soft Cost**

A&E (10%)	\$	200,743.40
Permits & fees (2%)	\$	39,148.68
<u>Project contingency (10% of total cost)</u>	\$	<u>232,232.61</u>

**Estimated total Project Cost: \$ 2,554,558.69**

# R.C. Hopkins Magistrates Sheriff's SubStation - Option 2 - 3,100 sf



**Sheriff Addition to Hopkins Magistrate Office Recurring Costs**

3/16/2020

	<b>3,100 Sq. Ft Building</b>	<b>Yearly Costs</b>
<b>Utilities</b>	Electric	\$ 6,800.00
	Water	\$ 1,700.00
<b>Maintenance</b>	Custodial Services	\$ 3,865.00
	Grounds Upkeep	\$ 2,275.00
	Building Maintenance	\$ 5,000.00
<b>Service Agreements</b>	Pest Control	\$ 1,200.00
	Security	\$ 2,650.00
	Fire Protection	\$ 1,550.00

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**Estimated total Project Cost: \$ 25,040.00**



**Agenda Briefing**

**Prepared by:** Ashiya A. Myers, Assistant to the County Administrator

**Department:** Administration

**Date Prepared:** April 22, 2020

**Meeting Date:** April 28, 2020

<b>Legal Review</b>	Brad Farrar via email	<b>Date:</b>	April 23, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 22, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 22, 2020
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Acquisition and Disposal of County Real Property – Draft Policy		

**Recommended Action:**

Staff recommends the A&F Committee forwards to full Council the implementation of the Acquisition and Disposal of County Real Property Policy, with any revisions at the pleasure of the Committee, for approval.

**Motion Requested:**

1. Move to accept staff’s recommendation; or
2. Move to deny

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The fiscal impact of implementing the policy is dependent upon the nature of each transaction as properties are purchased or sold.

**Motion of Origin:**

There is no associated Council motion of origin; however, the policy was developed at the request of the Property Distribution Ad Hoc Committee.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

### Discussion:

Richland County continues to receive offers to purchase County-owned properties.

In 2018, the Property Distribution Management Ad Hoc Committee discussed several offers to sell and purchase, and requested staff to develop a real property acquisition/divestiture policy to ensure property purchases and/or sales are made consistent with the County's strategic goals and operational purposes as established by Council and executed by the Administrator.

On April 23, 2019, the Administration and Finance committee considered the draft policy as developed by staff. The item was deferred as several members desired revisions thereto. Since the committee's consideration in April of 2019, staff has received feedback from Councilmember Malinowski and has incorporated those revisions into the attached draft. Staff have requested and will continue to incorporate any further input received from the committee and/or other members of Council.

At the request of Councilmember Malinowski, staff has returned with an updated draft policy for committee consideration.

### Attachments:

1. April 23, 2019 Briefing Document
2. April 23, 2019 Meeting Minutes
3. Revised Draft Policy
  - a. Redlined
  - b. Clean

**RICHLAND COUNTY  
ADMINISTRATION**

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


**Agenda Briefing**

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee

**Prepared by:** Michael Niermeier (as former Capital Projects Manger)

Sandra Yúdice, Ph.D., Assistant County Administrator

**Department:** Administration

**Date Prepared:** April 09, 2019

**Meeting Date:** April 23, 2019

<b>Legal Review</b>	Brad Farrar, Deputy County Attorney, via email	<b>Date:</b>	April 17, 2019
<b>Budget Review</b>	n/a	<b>Date:</b>	
<b>Finance Review</b>	Stacey Hamm, Finance Director, via email	<b>Date:</b>	April 11, 2019
<b>Other Review:</b>	Jennifer Wladischkin, Procurement Manager	<b>Date:</b>	April 11, 2019
<b>Approved for Council consideration:</b>	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration and Finance		
<b>Subject:</b>	Acquisition and Disposal of County Real Property – Draft Policy		

**Recommended Action:**

Staff recommends the A&F Committee forwards to full Council the implementation of the Acquisition and Disposal of County Real Property Policy, with any revisions at the pleasure of the Committee, for approval.

**Motion Requested:**

Move to direct the Acting County Administrator to implement the Acquisition and Disposal of County Real Property Policy and other related matters thereto.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The fiscal impact of implementing the policy will depend on the nature of each transaction as properties are purchased or sold.

**Motion of Origin:**

n/a

<b>Council Member</b>	Property Distribution Management Ad Hoc Committee, Bill Malinowski
<b>Meeting</b>	
<b>Date</b>	November 27, 2018

### Discussion:

Richland County periodically receives offers to purchase different county-owned properties. There have been numerous such offers over the last two years. Specific properties and their status may be discussed at Council's pleasure.

Additionally, some property initiatives have been commenced or explored prior to full Council direction, creating uncertainty as to the status of specific opportunities.

The Property Distribution Management Ad Hoc Committee discussed several offers to sell and purchase during its October and November 2018 meetings. At the October 16, 2018 Council meeting, Councilman Bill Malinowski suggested staff develop a real property acquisition/divestiture policy. During its November 27, 2018 meeting, staff informed the Property Distribution Management Ad Hoc Committee that Administration and the Legal Department were working on the draft policy. The purpose of the policy is to ensure that property acquisitions and/or sales are made consistent with the County's strategic goals and operational purposes as set by Council and carried out by the Administrator.

County Council has Home Rule authority to dispose of county property, and it does so typically through directions given to its Administrator. Per the County Attorney's Office, as a matter of practice, any potential acquisition or sale of a property is vetted and presented to Council with a property disposition summary, typically in Committee.

State law and county ordinances related to this item include:

1. S.C. Code Ann. Section 4-9-30 provides the county governing body the power to acquire and dispose of real property... "to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property..."
2. Richland County Ordinance 2-29(a)(6) states, "Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to: ... (6) Sell, lease or contract to sell or lease real property owned by the County."
3. Richland County Ordinance 2-143(3)(g) states: "Procurement...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property."

### Attachments:

1. Draft Policy

## Acquisition, Lease, and Disposal of County Real Property

### I. Purpose

The purpose of this document is to establish a framework through which the County Administrator may consider its real property assets and make recommendations to Council using a systematic, open, and transparent approach to real property acquisition and disposal.

#### Authority

The S.C. Code Ann. Section 4-9-30 provides that a county governing body has the power “(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;” and “(3) to make and execute contracts.”

Nothing herein shall diminish County Council’s authority to acquire, lease, purchase, sell or otherwise dispose of real property, or to enter into contracts. Real property disposition normally should be handled by County Council or the County Administrator, although other officials may be designated by the Administrator to assist in the disposition of real property.

### II. Acquisition of Real Property

#### Purpose

The County would consider acquiring properties for the following purposes:

1. When County Council authorizes a construction project through the Capital Improvement Program (CIP) and the County does not have a suitable real property for it; or
2. For economic development projects through the Economic Development Department; or
3. For the acquisition of rights-of-ways through the Penny Transportation Program; or
4. Conservation easements.

#### Procedures

Real property acquisition should be based upon fair market value. Absent extraordinary circumstances (such as an unusual time exigency), at least one appraisal by a certified appraiser should be received to determine the fair market value of the real property, conforming to the Uniform Standard of Professional Appraisal Practices.

Real estate contracts, deeds and related legal instruments should be prepared by or reviewed by the County Legal Department before execution by the County.

Consultation should be made with the Finance and Budget and Grants Management directors, or their designees, to confirm:

- a. That the purchase or acquisition is specifically authorized in the CIP budget; and
- b. The availability of funds to pay for the interest in real property according to proposed contract terms.

All recommended real property transactions require a real property disposition summary prepared for review by approval authorities to include such information as:

- a. A property name or designator
- b. Property Address



- c. Acreage, plus or minus
- d. Intended Use
- e. Total acquisition cost
  - i. Must include the purchase price and any additional costs of acquiring the real property such as title work, survey, closing costs, earnest money, etc.
- f. Total cost to Use the real property
  - i. Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees
- g. Funding Source
- h. Due Diligence Period Expires
- i. Closing Date
- j. "Point of No Return" Date (NOTE: may be different from the expiration of the due diligence, feasibility or inspection period).

### III. **Disposal of Real Property**

#### Purpose

The County would consider disposing of surplus real properties by selling or leasing for the following purposes:

1. When the County does not intend to use or have a need for the real property; or
2. Upon request from a political subdivision or local government agency such as, but not limited to, state agency, municipality, board, commission, etc.; or
3. Upon request from a non-profit organization serving the public interest such as, but not limited to, health care, housing, social services, recreational activities, education; or
4. Upon request from a community development corporation for urban or suburban redevelopment such as, but limited to, affordable/workforce housing, mixed use development, or to provide social services; or
5. Economic development.

#### Procedures

There is hereby created a list to be known as the Surplus Real Property List (SRPL), the same to be maintained by the County Administrator and published for the public. The SPL will include real properties approved for sale, trade, encumbrance, or other action divesting Richland County of an ownership interest. All real properties on the surplus list shall be approved by the Administrator and sent to County Council for concurrence.

Surplus real property shall remain on the Surplus Real Property List until disposed of, unless the County Administration decides otherwise or the County Council removes the real property from the list. If the County Administrator decides to remove a property from the SRPL, the Administrator will notify County Council of said action.

Surplus real property shall be disposed of by one of the following methods:

- a. Sealed bid process;
- b. Listing the property with a private broker;
- c. Listing the property for auction; or
- d. Any other method determined by the County Administrator to be commercially reasonable considering the type and location of property involved.

Prior to the disposal of real property, the Procurement Manager shall publish a notice online on the County's website, in the South Carolina Business Opportunities Newsletter (SCBO), and any other newspaper of general circulation, as deemed appropriate.

Unless otherwise provided by resolution, real property on the SRPL is approved by the County Council for sale and shall be sold for:

- a. Not less than the purchase price originally paid by Richland County; and
- b. Not less than the fair market value, with fair market value being determined by:
  - i. Not less than one (1) certified real estate appraiser if the fair market value is determined to be less than two hundred fifty thousand dollars (\$250,000.00); or
  - ii. Not less than two (2) certified real estate appraiser if the fair market value is determined to be two hundred fifty thousand dollars (\$250,000.00) or more.

The general terms of sale, which shall not be inconsistent with a sale at fair market value as provided above, shall be within the discretion of County Council.

Sales of real properties with a value under twenty-five thousand dollars (\$25,000.00) are exempt from the provisions of this Section and may be disposed of at the discretion of the County Administrator with approval from County Council by resolution.

The County Administrator or staff shall provide to the County Council an annual report, no later than the first Council meeting in the month of December, detailing all real properties sold, traded, encumbered, or divested by the administration over the past fiscal year ending on June 30<sup>th</sup>, which report shall contain:

- a. Property names and addresses;
- b. The approximate size of each real property;
- c. The acquisition amount paid for each real property and acquisition date;
- d. Surplus date;
- e. All appraisals and estimates, if any;
- f. The consideration received in the sale of each property;
- g. The names of buyer(s) involved in each transaction; and
- h. The date of sale.

Proceeds from all sale of surplus real property will be placed in the County's Capital Project Fund 1308 RC Property Sales to be used to finance capital projects.

#### **IV. Real Property Asset Classifications**

The following real property asset classifications will be considered to assess each real property asset owned by Richland County.

- a. General Government
- b. Public Safety
- c. Public Works
- d. Economic Development
- e. Health and Social Services

**V. Use of an Agent or Broker**

When listing the real property with a private broker as appropriate and necessary, the County Administrator will solicit and contract with a real-estate broker to represent the County for purchase and divestiture of real property greater than \$100,000. The commission paid to said broker would align with the Economic Development Committee recommended commissions (Exhibit A). Minor transactions under \$100,000 would not require the professional services of a real-estate broker.

**VI. Relevant State Laws and County Ordinances**

The disposition or purchase of real property owned by Richland County is under the authority of the county's governing body. S.C. Code Ann. Section 4-9-30 provides in part:

“...each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- a. to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property...”

Richland County Ordinance 2-29 states:

“Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to:

- a. ...Sell, lease or contract to sell or lease real property owned by the County”

Richland County Ordinance 2-143 states:

“Procurement...”

- a. ...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property”

**VII. Definitions**

For the effects of this policy, the following term have the subsequent meaning:

*Real property or Property.* The term “real property” or “property” shall include lands, tenements, and hereditaments.

*Real Estate Broker.* A person who has taken education beyond the agent level as required by state laws and has passed a broker's license exam. Brokers can work alone or can hire agents to work for them.

**Real Estate Commissions**  
**Economic Development Committee Meeting**

February 5 2019

**Overview**

Richland County has added more than 500 acres to its inventory in the past five years. The goal in adding these properties is

**Recommendation**

Staff recommends the adoption of commissions as a practice with the following policies and procedures:

- 1) **Client Registration**: Commercial/industrial real estate brokers/agents shall submit to the Department of Economic Development a copy of an executed buyer/tenant representation agreement wherein the effective dates of such agreement are clearly spelled out. The registration shall clearly indicate which tract(s) of County-owned real estate are being exposed to the specific client. The Department will notify the broker/agent that the representation agreement has been received and accepted and placed in a confidential file in the Department's offices. Unless the Department receives a copy of an executed extension agreement from the broker/agent, then the registration will be voided by the Department as of the ending date in the original agreement.
- 2) **Raw Land Sales Commissions**: The County shall pay at the closing of the sale a commission of 3% on raw land where the total sales price or value is  $\geq$ \$1 million. The County shall pay at the closing of the sale a commission of 4% on raw land where the total sales price or value is  $<$ \$1 million.
- 3) **Building Sales**: The County shall pay at the closing of the sale a commission of 3.5% on the total sales price or value of a building, to include the land upon which it is situated and all improvements thereto. In the case of County-owned "speculative" or "shell" buildings, the 3.5% commission shall be payable on the "as built" price or value, including the land and improvements thereto, as opposed to the "finished out" cost or value of the building.
- 4) **Building Leases**: The County shall pay a commission of 4% of the total cash-out value of a lease. The payment schedule of the commission shall be negotiated with by the broker on a case by case basis.

**Assemblage**: The County retains the right to contract with a single member of the industrial/commercial brokerage community on the assemblage of tracts of land, with or without multiple ownerships, as may be required for major economic development projects and-or for future business parks or other economic development purposes. The commissions paid for this service shall be negotiated on a case-by-case basis.

Mr. Malinowski made a friendly amendment to include an IGA with the City of Columbia when the item goes to Council.

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

The vote in favor was unanimous.

- k. **Acquisition and Disposal of County Real Property – Draft Policy** – Ms. A. Myers stated before the committee is a proposal of staff’s policy, as developed, in response to a request from the previous Property Distribution Ad Hoc Committee. This policy attempts to address that committee’s concerns regarding why property was purchased.

Mr. Malinowski stated on p. 269, it says, “Surplus real property of by one of the following methods” and it lists four (4) methods, but it does not tell us how it will be determined which method we will use. He would like to have some information on that. Also, on p. 270, it says, “...approved by County Council for sale and shall be sold for: (a) Not less than the purchase price originally paid by Richland County”. He stated that may be difficult to achieve at time, and he does not know that we should have that. He thinks it should be a fair market value. In addition, it states, “Sales of real properties with a value under twenty-five thousand dollars (\$25,000) are exempt.” He inquired why that figure was chosen. He stated any property should be done via public notice, and according to one of the method listed on the previous page. This will eliminate any appearance of impropriety by staff members and/or elected officials. Additionally, it says, “The County Administrator or staff shall provide to the County Council an annual report, no later than the first Council meeting in the month of December.” He thinks we need to move it to January or February, since the first meeting in December will not include newly elected officials, and they will be in the dark when they get on board 30 days later. Lastly, it states, “Proceeds from all sale of surplus real property will be placed in the County’s Capital Project Fund...to be used to finance capital projects.” He thinks we need to indicate, if the properties were bought were with Accommodations or Hospitality Tax Funds, it needs to go back to those funds, and not the General Fund. On p. 271, it says, “When listing the real property with a private broker as appropriate and necessary, the County Administrator will solicit and contract with a real estate broker.” He would like to see some language added that it should be a broker in the area where the property is being sold/purchased, so we have someone with some familiarity with the area. In that same paragraph, it says, “Minor transactions under \$100,000 would not require the professional services of a real estate broker.” He is shocked a minor transition is considered under \$100,000 because he does not consider that a minor transaction. He inquired how the transaction would be done. He would like that spelled out.

Ms. Myers requested that any suggested changes be forwarded to staff, so they can be incorporated.

Mr. Malinowski moved, seconded by Ms. Myers, to defer this item.

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

The vote in favor was unanimous.

- 5 **ADJOURNMENT** – The meeting adjourned at approximately 6:54 p.m.

Acquisition, Lease, and Disposal of County Real Property

I. Purpose

The purpose of this document is to establish a framework through which the County Administrator may consider its real property assets and make recommendations to Council using a systematic, open, and transparent approach to for real property acquisition and disposal.

Commented [BF1]: Economic development property purchases and sales are purposely not transparent.

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Authority

The S.C. Code Ann. Section 4-9-30 provides that a county governing body has the power "(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;" and "(3) to make and execute contracts."

Nothing herein shall diminish County Council's authority to acquire, lease, purchase, sell or otherwise dispose of real property, or to enter into contracts. Real property disposition normally should be handled by County Council or the County Administrator, although other officials may be designated by the Administrator to assist in the disposition of real property.

Commented [BF2]: Good.

II. Acquisition of Real Property

Purpose

The County would consider may acquiring properties for such purposes as, including but not limited to, the following purposes:

Commented [BF3]: I understand this is a new section, but if you list more than the "purpose" listed above, it could be confusing. The purpose of the document has already been set forth. The remaining sections just need to spell out the policy.

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- 1. When County Council authorizes a construction project through the Capital Improvement Program (CIP) and the County does not have a suitable real property for it; or
2. For economic development projects through the Economic Development Department; or
3. For the acquisition of rights-of-ways through the Penny Transportation Program; or
4. Conservation easements.

Procedures

Real property acquisition should be based upon fair market value, unless circumstances indicate an acquisition can be made for a lesser value. Absent extraordinary circumstances (such as an unusual time exigency), at least one appraisal by a certified appraiser should be received to determine the fair market value of the real property, conforming to the Uniform Standard of Professional Appraisal Practices.

Commented [BF4]: The County wants to receive at least fair market value (FMV) when it sells property. However, when it buys property, if someone wants to sell it to the County for less than FMV, the County should have the ability to pay a lower price.

Real estate contracts, deeds and related legal instruments should be prepared by or reviewed by the County Legal Department before execution by the County.

Consultation should be made with the Finance and Budget and Grants Management directors, or their designees, to confirm:

- a. That the purchase or acquisition is specifically authorized in the CIP budget; and
b. The availability of funds to pay for the interest in real property according to proposed contract terms.

All recommended real property transactions require a real property disposition summary prepared for review by approval authorities to include such information as:

- a. A property name or designator
- b. Property Address
- c. Acreage, plus or minus
- d. Intended Use
- e. Total acquisition cost
  - i. Must include the purchase price and any additional costs of acquiring the real property such as title work, survey, closing costs, earnest money, etc.
- f. Total cost to Use the real property
  - i. Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees
- g. Funding Source
- h. Due Diligence Period Expires
- i. Closing Date
- j. "Point of No Return" Date (NOTE: may be different from the expiration of the due diligence, feasibility or inspection period).

**III. Disposal of Real Property**

Purpose

The County ~~may~~ would consider disposing of surplus real properties by ~~sale or lease, selling or leasing for,~~ including but not limited to, the following purposes:

- 1. When the County does not intend to use or have a need for the real property; or
- 2. Upon request from a political subdivision or local government agency such as, but not limited to, state agency, municipality, board, commission, etc.; or
- 3. Upon request from a non-profit organization serving the public interest such as, but not limited to, health care, housing, social services, recreational activities, education; or
- 4. Upon request from a community development corporation for urban or suburban redevelopment such as, but limited to, affordable/workforce housing, mixed use development, or to provide social services; or
- 5. Economic development.

Procedures

There is hereby created a list to be known as the Surplus Real Property List (SRPL), the same to be maintained by the County Administrator and published for the public. The SPL will include real properties approved for sale, trade, encumbrance, or other action divesting Richland County of an ownership interest. All real properties on the surplus list shall be approved by the Administrator and sent to County Council for concurrence.

Surplus real property shall remain on the Surplus Real Property List until disposed of, unless the County Administration decides otherwise or the County Council removes the real property from the list. If the County Administrator decides to remove a property from the SRPL, the Administrator will notify County Council ~~of said action.~~

Surplus real property shall be disposed of by one of the following methods:

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- a. Sealed bid process for real property valued up to \$25,000;
- b. Listing the property with a Procurement qualified private broker for real property valued at more than \$25,000;
- c. Listing the property for auction when a selected, Procurement qualified broker recommends that this method is the most advantageous for the County; or
- d. Any other method determined by the County Administrator, with the approval of County Council, to be commercially reasonable considering the type and location of property involved.

Prior to the disposal of real property, the Procurement Manager shall publish a notice online on the County's website, in the South Carolina Business Opportunities Newsletter (SCBO), and any other newspaper of general circulation, as deemed appropriate. The failure to provide the notice described herein shall not compromise the County governing body's power to dispose of property under the Home Rule portions of State law cited herein.

Unless otherwise directed provided by resolution, real property on the SRPL is approved by the County Council for sale and may ~~shall~~ be sold for:

- ~~a. Not less than the purchase price originally paid by Richland County; and~~
- ~~b. a. Not less than the fair market value, with fair market value being determined by:
 
  - i. Not less than one (1) certified real estate appraiser if the fair market value is determined to be less than two hundred fifty thousand dollars (\$250,000.00); or
  - ii. Not less than two (2) certified real estate appraiser if the fair market value is determined to be two hundred fifty thousand dollars (\$250,000.00) or more.~~

The general terms of sale, which shall not be inconsistent with a sale at fair market value as provided above, shall be within the discretion of County Council.

~~Sales of real properties with a value under twenty-five thousand dollars (\$25,000.00) are exempt from the provisions of this Section and may be disposed of at the discretion of the County Administrator with approval from County Council by resolution. All properties, independent of their values, shall be subject to disposition process as outlined in this policy.~~

The County Administrator, or staff through the Finance Department (Procurement Division), shall provide to the County Council an annual report, no later than the first Council meeting in the month of ~~December~~ January, detailing all real properties sold, traded, encumbered, or divested by the administration over the past fiscal year ending on June 30<sup>th</sup>, which report shall contain:

- a. Property names and addresses;
- b. The approximate size of each real property;
- c. The acquisition amount paid for each real property and acquisition date;
- d. Surplus date;
- e. All appraisals and estimates, if any;
- f. The consideration received in the sale of each property;
- g. The names of buyer(s) involved in each transaction; and
- h. The date of sale.

**Commented [BF5]:** This is a coordination piece. Someone needs to have a tickler file or some sort of notice mechanism to make sure this requirement is met in every case. This easily could get lost with staff turnover, with new personnel having no idea of this requirement. Again, this is fine as aspirational. Do you want to make it a requirement in every case?

**Commented [BF6]:**  
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**Commented [BF7]:** As noted regarding County purchases, if a buyer wants to offer the County more than FMV, the County should have the ability to accept a higher offer.

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Proceeds from ~~at~~the sale of surplus real property will be credited as follows:

- a. If purchased with General Fund funds or previously donated to the County: proceeds will be credited to the General Fund Capital Project Fund 1308 RC Property Sales to be used to finance capital projects.
- b. If purchased with Special Revenue funds: proceeds will be credited to the respective fund with which the purchase was paid from such Accommodations Tax, Hospitality Tax, Emergency Telephone, Economic Development, Transportation funds, etc.
- c. If purchased with Enterprise funds: proceeds will be credited to the respective fund with which the purchase was paid from such as Utilities, Solid Waste, Airport, etc.

#### IV. Real Property Asset Classifications

The following real property asset classifications will be considered to assess each real property asset owned by Richland County.

- a. General Government
- b. Public Safety
- c. Public Works
- d. Economic Development
- e. Health and Social Services

#### V. Use of an Agent or Broker

When listing the real property with a private broker as appropriate and necessary, the County Administrator ~~may~~ will solicit and contract with a real-estate broker to represent the County for purchase and divestiture of real property greater than ~~\$100,000~~25,000. The broker must be from and familiar with the area in which the property is being sold. The Procurement Division will establish a list of qualified brokers for use by the County Administrator in selecting the broker who will best meet the needs of the County.

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The commission paid to said broker would align with the Economic Development Committee recommended commissions (Exhibit A). Minor transactions under ~~\$100,000~~25,000 ~~would may~~ not require the professional services of a real-estate broker and may disposed of through a sealed bid process.

#### VI. Relevant State Laws and County Ordinances

The disposition or purchase of real property owned by Richland County is under the authority of the county's governing body. S.C. Code Ann. Section 4-9-30 provides in part:

"...each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- a. to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property..."

Richland County Ordinance 2-29 states:

"Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to:

- a. ...Sell, lease or contract to sell or lease real property owned by the County"

Richland County Ordinance 2-143 states:  
"Procurement...

- a. ...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property"

**VII. Definitions**

As used in For the effects of this policy, the following term shall mean have the subsequent meaning:

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*Real property or Property.* The term "real property" or "property" shall include lands, tenements, and hereditaments.

*Real Estate Broker.* A person who has taken education beyond the agent level as required by state laws and has passed a broker's license exam. Brokers can work alone or can hire agents to work for them.

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**Real Estate Commissions**  
**Economic Development Committee Meeting**

February 5, 2019

**Overview**

Richland County has added more than 500 acres to its inventory in the past five years. The goal in adding these properties is

**Commented [BF8]:** Is this a summary or the "minutes" of this meeting? Not sure what this document is.

**Recommendation**

Staff recommends the adoption of commissions as a practice with the following policies and procedures:

**Commented [BF9]:** Is there supposed to be something more to this sentence?

- 1) **Client Registration**: Commercial/industrial real estate brokers/agents shall submit to the Department of Economic Development a copy of an executed buyer/tenant representation agreement wherein the effective dates of such agreement are clearly spelled out. The registration shall clearly indicate which tract(s) of County-owned real estate are being exposed to the specific client. The Department will notify the broker/agent that the representation agreement has been received and accepted and placed in a confidential file in the Department's offices. Unless the Department receives a copy of an executed extension agreement from the broker/agent, then the registration will be voided by the Department as of the ending date in the original agreement.
- 2) **Raw Land Sales Commissions**: The County shall pay at the closing of the sale a commission of 3% on raw land where the total sales price or value is  $\geq$ \$1 million. The County shall pay at the closing of the sale a commission of 4% on raw land where the total sales price or value is  $<$ \$1 million.
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- 4) **Building Leases**: The County shall pay a commission of 4% of the total cash-out value of a lease. The payment schedule of the commission shall be negotiated with by the broker on a case by case basis.

**Assemblage**: The County retains the right to contract with a single member of the industrial/commercial brokerage community on the assemblage of tracts of land, with or without multiple ownerships, as may be required for major economic development projects and-or for future business parks or other economic development purposes. The commissions paid for this service shall be negotiated on a case-by-case basis.

## **Acquisition, Lease, and Disposal of County Real Property**

### **I. Purpose**

The purpose of this document is to establish a framework through which the County Administrator may consider its real property assets and make recommendations to Council for real property acquisition and disposal.

#### Authority

S.C. Code Ann. Section 4-9-30 provides that a county governing body has the power “(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;” and “(3) to make and execute contracts.”

Nothing herein shall diminish County Council’s authority to acquire, lease, purchase, sell or otherwise dispose of real property, or to enter into contracts. Real property disposition normally should be handled by County Council or the County Administrator, although other officials may be designated by the Administrator to assist in the disposition of real property.

### **II. Acquisition of Real Property**

The County may acquire property for such purposes as, including but not limited to, the following:

1. When County Council authorizes a construction project through the Capital Improvement Program (CIP) and the County does not have a suitable real property for it; or
2. For economic development projects through the Economic Development Department; or
3. For the acquisition of rights-of-ways through the Penny Transportation Program; or
4. Conservation easements.

#### Procedures

Real property acquisition should be based upon fair market value, unless circumstances indicate an acquisition can be made for a lesser value. Absent extraordinary circumstances (such as an unusual time exigency), at least one appraisal by a certified appraiser should be received to determine the fair market value of the real property, conforming to the Uniform Standard of Professional Appraisal Practices.

Real estate contracts, deeds and related legal instruments should be prepared by or reviewed by the County Legal Department before execution by the County.

Consultation should be made with the Finance and Budget and Grants Management directors, or their designees, to confirm:

- a. That the purchase or acquisition is specifically authorized in the CIP budget; and
- b. The availability of funds to pay for the interest in real property according to proposed contract terms.

All recommended real property transactions require a real property disposition summary prepared for review by approval authorities to include such information as:

- a. A property name or designator
- b. Property Address
- c. Acreage, plus or minus
- d. Intended Use
- e. Total acquisition cost
  - i. Must include the purchase price and any additional costs of acquiring the real property such as title work, survey, closing costs, earnest money, etc.
- f. Total cost to Use the real property
  - i. Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees
- g. Funding Source
- h. Due Diligence Period Expires
- i. Closing Date
- j. "Point of No Return" Date (NOTE: may be different from the expiration of the due diligence, feasibility or inspection period).

### III. Disposal of Real Property

The County may dispose of surplus real property by sale or lease for, including but not limited to, the following purposes:

1. When the County does not intend to use or have a need for the real property; or
2. Upon request from a political subdivision or local government agency such as, but not limited to, state agency, municipality, board, commission, etc.; or
3. Upon request from a non-profit organization serving the public interest such as, but not limited to, health care, housing, social services, recreational activities, education; or
4. Upon request from a community development corporation for urban or suburban redevelopment such as, but limited to, affordable/workforce housing, mixed use development, or to provide social services; or
5. Economic development.

#### Procedures

There is hereby created a list to be known as the Surplus Real Property List (SRPL), the same to be maintained by the County Administrator and published for the public. The SPL will include real properties approved for sale, trade, encumbrance, or other action divesting Richland County of an ownership interest. All real properties on the surplus list shall be approved by the Administrator and sent to County Council for concurrence.

Surplus real property shall remain on the Surplus Real Property List until disposed of, unless the County Administration decides otherwise or the County Council removes the real property from the list. If the County Administrator decides to remove a property from the SRPL, the Administrator will notify County Council.

Surplus real property shall be disposed of by one of the following methods:

- a. Sealed bid process for real property valued up to \$25,000;
- b. Listing the property with a Procurement qualified private broker for real property valued at more than \$25,000;

- c. Listing the property for auction when a selected, Procurement qualified broker recommends that this method is the most advantageous for the County; or
- d. Any other method determined by the County Administrator, with the approval of County Council, to be commercially reasonable considering the type and location of property involved.

Prior to the disposal of real property, the Procurement Manager shall publish a notice online on the County's website, in the South Carolina Business Opportunities Newsletter (SCBO), and any other newspaper of general circulation, as deemed appropriate. The failure to provide the notice described herein shall not compromise the County governing body's power to dispose of property under the Home Rule portions of State law cited herein.

Unless otherwise directed provided by resolution, real property on the SRPL is approved by the County Council for sale and may be sold for:

- a. Not less than the fair market value, with fair market value being determined by:
  - i. Not less than one (1) certified real estate appraiser if the fair market value is determined to be less than two hundred fifty thousand dollars (\$250,000.00); or
  - ii. Not less than two (2) certified real estate appraiser if the fair market value is determined to be two hundred fifty thousand dollars (\$250,000.00) or more.

The general terms of sale shall be within the discretion of County Council.

All properties, independent of their values, shall be subject to disposition process as outlined in this policy.

The County Administrator, through the Finance Department (Procurement Division), shall provide to the County Council an annual report in the month of January, detailing all real properties sold, traded, encumbered, or divested by the administration over the past fiscal year ending on June 30<sup>th</sup>, which report shall contain:

- a. Property names and addresses;
- b. The approximate size of each real property;
- c. The acquisition amount paid for each real property and acquisition date;
- d. Surplus date;
- e. All appraisals and estimates, if any;
- f. The consideration received in the sale of each property;
- g. The names of buyer(s) involved in each transaction; and
- h. The date of sale.

Proceeds from the sale of surplus real property will be credited as follows:

- a. If purchased with General Fund funds or previously donated to the County: proceeds will be credited to the General Fund Capital Project Fund 1308 RC Property Sales to be used to finance capital projects.
- b. If purchased with Special Revenue funds: proceeds will be credited to the respective fund with which the purchase was paid from such Accommodations Tax, Hospitality Tax, Emergency Telephone, Economic Development, Transportation funds, etc.

- c. If purchased with Enterprise funds: proceeds will be credited to the respective fund with which the purchase was paid from such as Utilities, Solid Waste, Airport, etc.

**IV. Real Property Asset Classifications**

The following real property asset classifications will be considered to assess each real property asset owned by Richland County.

- a. General Government
- b. Public Safety
- c. Public Works
- d. Economic Development
- e. Health and Social Services

**V. Use of an Agent or Broker**

When listing the real property with a private broker as appropriate and necessary, the County Administrator may solicit and contract with a real-estate broker to represent the County for purchase and divestiture of real property greater than \$25,000. The broker must be from and familiar with the area in which the property is being sold. The Procurement Division will establish a list of qualified brokers for use by the County Administrator in selecting the broker who will best meet the needs of the County.

The commission paid to said broker would align with the Economic Development Committee recommended commissions (Exhibit A). Minor transactions under \$25,000 may not require the professional services of a real-estate broker and may be disposed of through a sealed bid process.

**VI. Relevant State Laws and County Ordinances**

The disposition or purchase of real property owned by Richland County is under the authority of the county's governing body. S.C. Code Ann. Section 4-9-30 provides in part:

"...each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- a. to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property..."

Richland County Ordinance 2-29 states:

"Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to:

- a. ...Sell, lease or contract to sell or lease real property owned by the County"

Richland County Ordinance 2-143 states:

"Procurement...

- a. ...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property"

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**Recommendation**

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**Agenda Briefing**

**Prepared by:** Jani Hussain, Deputy Director

**Department:** Utilities

**Date Prepared:** December 13, 2020

**Meeting Date:** April 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 23, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 22, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 22, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Clarification – Sewer/Water Connection		

**Recommended Action:**

1. For the Sewer/Water Project, staff recommends the following:
  - a. An offer of a free tap is solely for the valve connection at the sewer or water main. Residents that sign-up for free tap (sewer and water) shall be responsible to run the service lines from their homes/facility to the connection point. The connection point will be a valve(s) installed at the sewer main and a meter for water main by Richland County Utilities (RCU).
  - b. Residents that sign-up for free tap shall connect by January 30, 2021. Otherwise, free taps offered will be voided. If the construction of the Richland County Utilities' (RCU) line is not complete, then this timeline will be extended case by case.
  - c. Free tap is applicable only for residents with existing buildings.
  - d. The operation and maintenance of all water and sewer lines within private properties shall be the responsibility of the owner.
  
2. For existing sewer systems, staff recommends the following:
  - a. The homeowner will be responsible for the operation and maintenance of their system that is located on their property.
  - b. The homeowner must provide an executed agreement of system maintenance before RCU does any replacement of parts and components. The agreement must be between the current homeowner and RCU.

**Motion Requested:**

1. Move to accept staff's recommendations as outlined; or,
2. Move to deny staff's recommendations.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

There will be a fiscal impact if Richland County Utilities installs or maintains sewer and water systems on the private properties. The County will not have the budget to absorb the maintenance and will have to stop other budgeted projects for next fiscal year.

**Motion of Origin:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**Discussion:**

The ongoing Southeast expansion project was recently approved to address multiple compliance issues with on-site wastewater facilities, improve the existing failing system, and overall meet the community’s needs. Prior to the project’s start, the County held public meetings with presentations to educate the community on project objectives and potential benefits. The project is designed to provide access to both public water and sewer for residents along the project lines. Some of the incentives presented for this project were:

1. No resident will be required to tap on to the system unless the resident wishes to; and,
2. Tap fee \$1,500 for water and \$4,000 for sewer service connection waived for residents along the design route if signed up before December 16, 2019.

The department has received several questions that require specific details about the offer of a free tap being provided to residents within the community. Outlined below are the major inquiries which require clarity :

**1 Does the offer for a free tap include service lines connections to the sewer/water main:**

The sewer line designed for the Southeast project are all pressurized lines; therefore, each service connection will require a pressurized unit (i.e. pump, tank and force mains) to connect to the public system. While the cost for a pressurized unit depend on the location of the house or facility, a preliminary cost estimate shows that each of these connections is a minimum of \$20,000 in addition to \$4,000 in tap fees. Similarly, the minimum cost for running water service lines from homes to water mains is estimated to be approximately \$2500 in addition to \$1,500 in tap fee. Currently, data from the sign-up sheet includes 100 people signed up for sewer and water connection for an estimated total cost of \$2.2million. The unit count along the design route allows for a potential of 300 extra sign-ups for sewer and water connections. Should the county pay for connection, it will incur additional costs beyond the budget for project execution. The current directive is that the owner of the facility/home is responsible for the installation of their service line, and is, therefore, responsible for connecting from their facility/home to RCU’s line.

**2 Can a resident sign-up for free sewer and /water tap without plans for immediate connections:**

The Utilities Department is designed to be self-supporting through user fees or charges for services. In view of this, the funding for the execution of this project is based on a rate study that assumes residents connected will pay monthly service charges. The department proposes that residents should sign-up for free taps only if they have plans for immediate connections. This will allow the department to recoup operation, maintenance, and capital (revenue bond) cost from monthly service charges for these connections.

**3 Can a resident sign up for free sewer and/ water tap on a vacant lot:**

The tap fee is based on daily flow calculated using SCDHEC's unit contributory loadings that vary with facility usage. It is, therefore, impossible to estimate how many taps a vacant lot will require at build-out. Free tap allocation is only feasible with existing buildings.

**4 Who is responsible for maintaining service lines on private properties:**

A service line is the portion of a water or sewer system that runs from a home or facility to the public mains. The industry standard requires these lines to be installed by the property owner on his/her property and to also be the responsibility of the property owner. To assume the responsibility of maintaining the service lines is cost-prohibitive, particularly with pressurize systems. Maintenance requirements for these systems can vary from replacing pumps, floats, service lines, upgrading control panels, and pumping out waste from individual homes during a power outage or natural disasters.

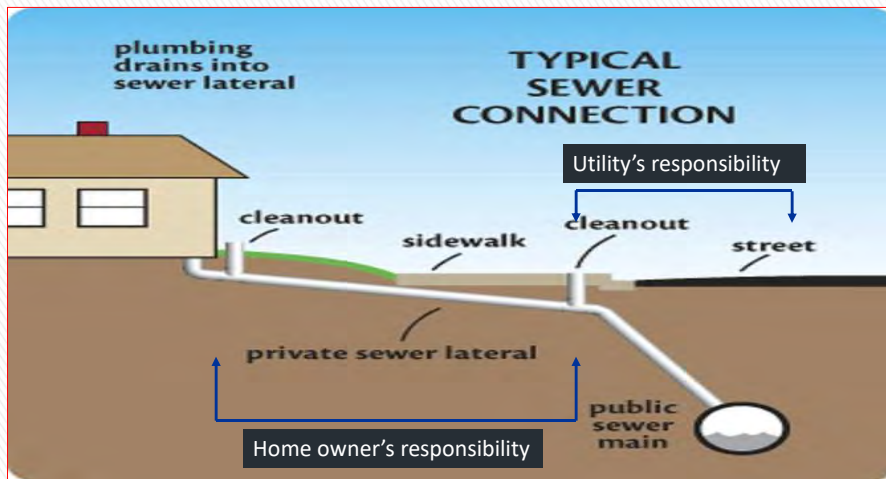
Currently, RCU has existing customers that have a pressurized sewer system (LETT or STEP systems) on their properties. RCU maintains these systems for customers who have an agreement executed before 2000. If the home was purchased in 2000 or later, the maintenance of the system is the homeowner's responsibility. For customers' systems we do not maintain, RCU continues to assist in troubleshooting the system when requested. RCU would like to streamline the maintenance responsibility and related costs by only assisting when requested and to not be responsible for maintaining the lines and the systems.

**Attachments:**

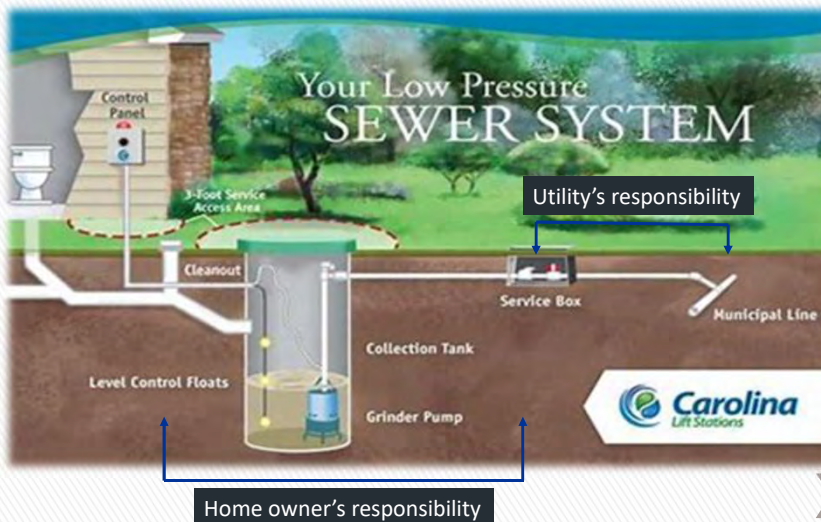
1. Utilities Service PowerPoint Presentation

### HOW DO WE SERVE?

#### Sewer Service Connection: Gravity System



#### Sewer Service Connection: Pressurized system



## Sewer Mains : Maintained and Operated by Utility

### Force Main Sewer

Flow has to be "forced" through the main because gravity alone is not enough to move it.

### Gravity Sewer

Flow uses gravity to get to pump stations and treatment plants.



## Water Service connection

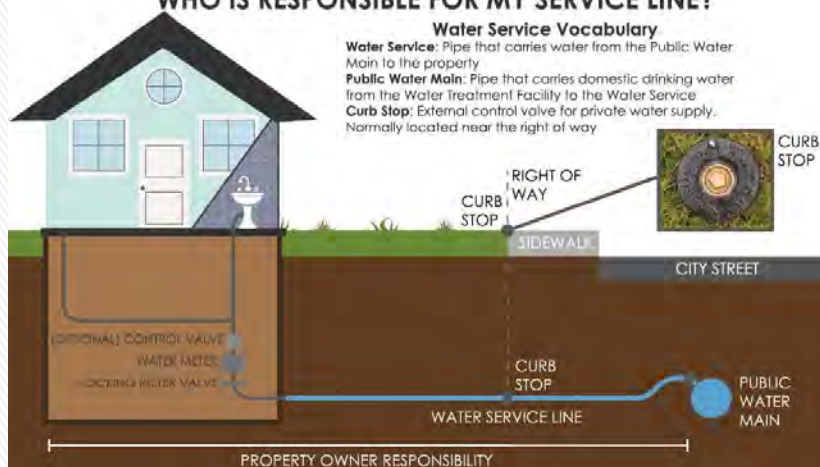
### WHO IS RESPONSIBLE FOR MY SERVICE LINE?

#### Water Service Vocabulary

**Water Service:** Pipe that carries water from the Public Water Main to the property

**Public Water Main:** Pipe that carries domestic drinking water from the Water Treatment Facility to the Water Service

**Curb Stop:** External control valve for private water supply. Normally located near the right of way



## OPERATION AND MAINTAINNCE SERVICES

### ➤ Maintenance

Tapping Sewer Line for Service Connection



Installation of Manhole

