

RICHLAND COUNTY
ADMINISTRATION AND FINANCE
COMMITTEE

AGENDA

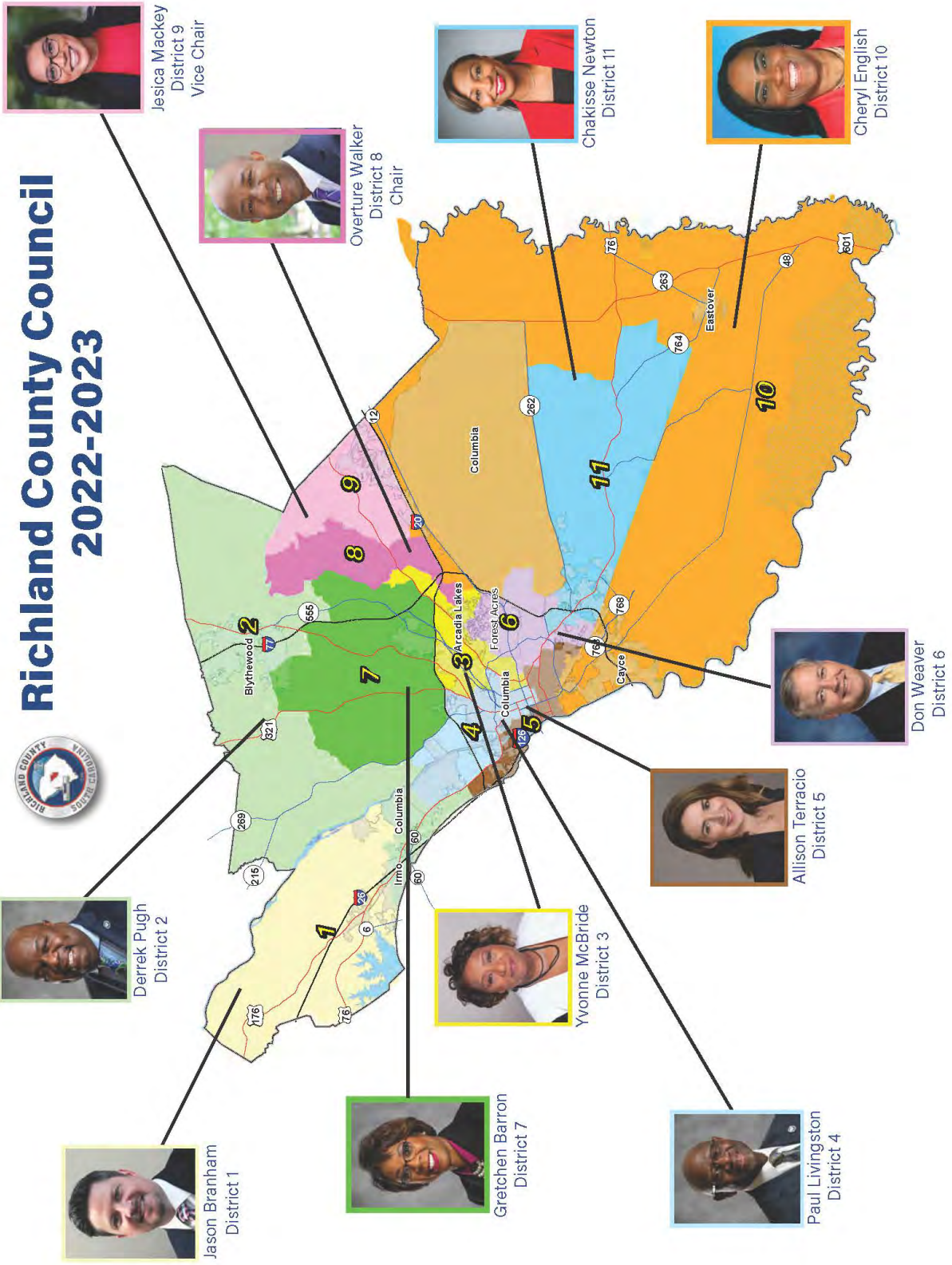


TUESDAY FEBRUARY 28, 2023

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2022-2023





**Richland County
Administration and Finance Committee**

AGENDA

February 28, 2023 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

The Honorable Jason Branham	The Honorable Yvonne McBride	The Honorable Paul Livingston	The Honorable Don Weaver	The Honorable Jesica Mackey
County Council District 1	County Council District 3	County Council District 4	County Council District 6	County Council District 9

1. **CALL TO ORDER** The Honorable Paul Livingston

2. **APPROVAL OF MINUTES** The Honorable Paul Livingston
 - a. December 15, 2022 [PAGES 6-9]

3. **APPROVAL OF AGENDA** The Honorable Paul Livingston

4. **ELECTION OF CHAIR** The Honorable Paul Livingston

5. **ITEMS FOR ACTION**
 - a. Court Administration - Intergovernmental Agreement -Town of Arcadia Lakes - Municipal Judge [PAGES 10-16]
 - b. Treasurer's Office - Disbursement of Forestry Funds [PAGES 17-21]
 - c. Department of Public Works - Jim Hamilton–LB Owens Airport - Use of Landside Airport Property [PAGES 22-23]
 - d. Operational Services - Hampton Street - Elevator Modernization [PAGES 24-34]
 - e. Operational Services - Selective Demolition of Dillard's [PAGES 35-38]

6. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**
 - a. Direct the County Administrator to create a new IGA regarding the Alvin S. Glenn Detention Center Inmate Per Diem rate. Richland County is operating on fees that were implemented effective July 1, 2018 and but did not

go into effect until July 1, 2019 due to the 90 day notice requirement pursuant to the agreement. The agreement in effect at that time was to have the fee only increase \$10 per year until it reached 95% of the actual cost to the County. We are currently losing thousands of dollars per year the way this is being handled.

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

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

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

7. 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 Meeting
MINUTES
December 15, 2022 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Bill Malinowski, Chair; Yvonne McBride, Paul Livingston, and Jesica Mackey

1. **CALL TO ORDER** – Chairman Bill Malinowski called the meeting to order at approximately 6:00 PM. He noted Councilman J. Walker could not attend tonight’s committee meeting due to a family matter.
2. **APPROVAL OF MINUTES**
 - a. November 17, 2022 – Mr. Livingston moved to approve the minutes as distributed, seconded by Ms. McBride.

In Favor: Malinowski, McBride, Livingston, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.
3. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Ms. Mackey.

In Favor: Malinowski, McBride, Livingston, and Mackey

Not Present: J.. Walker

The vote in favor was unanimous.
4. **ITEMS FOR ACTION**
 - a. Conservation Commission – Mill Creek Bridge Replacement – Mr. Quinton Epps, Conservation Division Director, stated this bridge was damaged in the 2020 flood and is not passable by vehicle. The County has plans to utilize the property for a park. To do so, the bridge needs to be replaced.

Mr. Malinowski inquired about the timeframe for the development of the park.

Mr. Epps responded that, at this time, there is no timeframe. The park is outlined in the Lower Richland Tourism Plan, which the Planning Commission has recommended including in the Comprehensive Plan.

Administration and Finance Committee
December 15, 2022

Mr. Malinowski inquired if there was an attempt to get FEMA or other government funds to replace or repair the bridge.

Mr. Epps replied this particular flood was not listed in the FEMA Disaster Grant Program. However, they are attempting to receive funds from other Federal sources.

Mr. Malinowski noted due to the expedited design phase; the Conservation Commission approved moving forward with the project at their October 17, 2022, meeting. He inquired why this item was missing from the October or November A&F agenda.

Mr. Epps responded it was likely a timing issue related to Administration's vetting timeline.

Mr. Malinowski inquired why there is a 20% contingency for this project.

Mr. Epps responded that the contingency is due to the construction price going up and down recently.

Mr. Malinowski stated his understanding was contingencies are for items not foreseen during the bid process.

Mr. Epps replied once we have the bid, it will change. Currently, we only have the engineer's estimate. He noted they would be willing to lower the contingency to 10%.

Mr. Malinowski inquired what the purpose of a contingency is.

Mr. Patrick Wright, County Attorney, responded recently the contingency had been the difference between the expected and the actual prices. Pre-COVID contingencies covered issues discovered while completing the work.

Ms. McBride inquired if the Special Reserve Funds are General Funds.

Mr. Brown replied the Special Reserve Funds are Conservation Commission funds.

Ms. McBride inquired if the Conservation Commission holds a certain percentage of the fund balance.

Mr. Brown noted the Conservation Commission is not required to hold a certain amount in its fund balance.

Mr. Livingston moved to forward to Council with a recommendation to approve a budget amendment to transfer \$700,000 from the Richland County Conservation Commission Special Reserve Fund Balance to the Conservation Division FY22-23 Operating Budget to replace a damaged bridge on the Mill Creek property, seconded by Ms. Mackey.

In Favor: Malinowski, McBride, Livingston, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- b. Department of Public Works – Road Maintenance Fund Revenue – Mr. Leonardo Brown, the County Administrator, noted Public Works provided a list of specific items in the committee agenda. This item is before the committee because there was a lawsuit concerning the use of the road maintenance fee. Over the past year, staff heeded Council's request not to utilize funds from there until this matter has been resolved. The staff has been unable to use the funds and, as a result, cannot do the needed work. At this point, it is becoming a hindrance to continuing the improvements needed in these areas. The request is to allow staff to utilize the funds, so the roads do not get worse as we await a final resolution of the road maintenance fund.

Mr. Livingston moved to forward this item to Council with a recommendation to approve the release of capital funding from previously approved Public Works budgets for road improvements (\$3,080,700) and capital purchases (\$845,000).

In Favor: Malinowski, McBride, Livingston, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- c. Animal Services – Intergovernmental Agreement – City of Forest Acres – Ms. McBride inquired if the IGAs for Items 4(a), (b), and (c) are consistent, so everyone is paying the same amount. She inquired if we were waiving any fees.

Mr. Brown responded that the IGAs are standard, and the staff does not recommend waiving any fees.

Ms. Mackey inquired if the County has agreements with other municipalities, or only the City of Forest Acres, the Town of Irmo, and the Town of Eastover.

Ms. Sandra Haynes, Animal Services Director, responded the County also has agreements with the Town of Blythewood and the Town of Arcadia Lakes.

Ms. Mackey inquired as to why the other municipalities were not included.

Ms. Haynes responded the intergovernmental agreements with Blythewood and Arcadia Lakes have not expired.

Mr. Malinowski stated he believes the provision requiring a six-month written notice to terminate the intergovernmental agreement is quite a lengthy amount of time. He inquired if the length of notice could be shortened.

Mr. Brown replied we could certainly consider that. As a governmental agency and the way we hold meetings, it is a good idea to give them enough time to deal with funding matters.

Mr. Livingston moved to forward Items 4(a), (b), and (c) to Council with a recommendation to approve the standard intergovernmental agreement with the City of Forest Acres, the Town of Irmo, and the Town of Eastover. The intergovernmental agreement will replace the previously entered agreement with the municipalities for animal care services, seconded by Ms. McBride.

In Favor: Malinowski, McBride, Livingston, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- d. Animal Services – Intergovernmental Agreement – Town of Irmo
e. Animal Services – Intergovernmental Agreement – Town of Eastover

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

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

County. We are currently losing thousands of dollars per year the way this is being handled.

Richland County should not have taxpayers pay for outside entities who placed individuals in the County Detention Center, as that is the responsibility of the placing entity. Every entity who places an individual in the Alvin S. Glenn Detention Center should have an IGA with Richland County that reflects the current rate they will be paying as well as the fact rates are subject to change upward or downward on an annual basis. Those IGA's should also be worded as an annual agreement with up to so many extension years and the 90-day notice needs to be either reduced or more closely followed by staff. [MALINOWSKI - May 3, 2022] - No action was taken.

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

POINT OF PERSONAL PRIVILEGE - Ms. Mackey thanked Mr. Malinowski for serving as Administration and Finance Committee Chair.

- 6. **ADJOURNMENT** - Ms. Mackey moved to adjourn the meeting, seconded by Ms. McBride.

In Favor: Malinowski, McBride, Livingston, and Mackey

Not Present: J. Walker

The vote in favor was unanimous.

The meeting adjourned at approximately 6:21 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Sandra Sutton	Title:	Chief Magistrate
Department:	Court Administration	Division:	
Date Prepared:	November 1, 2022	Meeting Date:	February 28, 2023
Legal Review	Elizabeth McLean via email	Date:	January 25, 2023
Budget Review	Abhijit Deshpande via email	Date:	December 8, 2022
Finance Review	Stacey Hamm via email	Date:	December 8, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Intergovernmental Agreement - Municipal - Town of Arcadia Lakes		

RECOMMENDED/REQUESTED ACTION:

Chief Magistrate Sutton respectfully requests the approval of the Intergovernmental Agreement (IGA) with the Town of Arcadia Lakes for a municipal judge position.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

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

Applicable department/grant key and object codes: N/A

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no comments.

REGULATORY COMPLIANCE:

Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws 1976, as amended

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

This intergovernmental agreement is made by and between Richland County and the Town of Arcadia Lakes to assign an existing magistrate of the County in good standing to serve as a Town Municipal judge for the municipality. Richland County and the municipality political subdivision 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.

The Chief Magistrate Judge Sandra A. Sutton has approved the selection of the Honorable Phillip Newsome to serve as the Town Municipal Court Judge for the Town of Arcadia Lakes for a term of four years. The Judge will perform all functions and provide such services to the Town of Arcadia Lakes customarily rendered or provided for the municipal judges within the ordinances. The Judge will provide services such as conducting bench and jury trials, issuing warrants, cease and desist orders, setting bonds, setting fines and penalties for violations of ordinances under due process of the law. The provision of these services shall be in a time and manner so as to not interfere with Judge Newsom's regular duties with Richland County as a magistrate judge.

The Town of Arcadia Lakes shall provide compensation for services rendered on their behalf. The Town of Arcadia Lakes will pay Richland County one hundred dollars (\$100) per month plus the employer's share of FICA, state retirement, and any sums customarily paid by the employer.

The Town of Arcadia Lakes will be responsible for defending any claims, demands, and/or actions brought against the Town of Arcadia Lakes that may arise as result of any acts and/or omissions on the part of The Honorable Phillip Newsome during the course of providing such judicial services to the Town of Arcadia Lakes.

This is a standard agreement that is used by many municipal political subdivisions of Richland County. Failure to commit to such an agreement will cause undue financial hardship in the smaller municipalities to hire a full-time or part-time municipal judge to serve as a municipal judge.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal 1: Foster Good Governance; Objective 1.5: Collaborate with other governments

ATTACHMENTS:

1. Draft Intergovernmental Agreement

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 Phillip Newsom, a magistrate of the County in good standing, hereinafter referred to as “ Judge Newsom” 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 Sandra A. Sutton and Judge Newsom, as follows:

1. Judge Newsom 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 Newsom 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 Newsom's regular duties with Richland County as a magistrate.
3. While performing the functions and duties of the Municipal Judge, Judge Newsom 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 Newsom 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 Newsom 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 Newsom for services as Municipal Judge hereunder for retainer and availability under this intergovernmental agreement.

Notwithstanding the foregoing, in the event Judge Newsom, 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 Newsom 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 Newsom 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 Newsom's 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 Newsom, less the deductions set forth herein, shall be duly paid over to Judge Newsom. In the event that Judge Newsom'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 Newsom.

It is further understood and agreed by the parties and Judge Newsom, is evidenced by his signature below, that for the purposes of determining Judge Newsom's salary under S. C. Code Section 22-8-40(i) only, no monies paid pursuant to the Agreement shall constitute Judge Newsom's 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 Newsom 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 Newsom by giving all other parties thirty (30) days written notice of termination, excepting of course if Judge Newsom 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 Newsom 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 Newsom arising out of or from any act(s) and/or omissions(s) on the part of Judge Newsom during the course of providing such judicial services to the Town according to authorities of law.

9. The assignment of Judge Newsom 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 Newsom 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 June 2020 set out hands(s) and seal(s) hereon.

RICHLAND COUNTY

WITNESSES

By: Overture Walker
Its: Richland County Council Chair

TOWN OF ARCADIA LAKES

By: Mark W. Huguley
Its: Mayor

AND I DO SO CONSENT AND AGREE

Phillip Newsom
As Richland County Magistrate
And Individually

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	David A. Adams	Title:	Treasurer
Department:	Treasurer's Office	Division:	
Date Prepared:	February 6, 2023	Meeting Date:	February 8, 2023
Legal Review	R. Allyce Bailey via email	Date:	February 7, 2023
Budget Review	Abhijit "Abhi" Deshpande via email	Date:	February 7, 2023
Finance Review	Stacey D. Hamm via email	Date:	February 7, 2023
Approved for consideration:	Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
Meeting/Committee	Administration & Finance		
Subject	Federal Forestry Funds		

RECOMMENDED/REQUESTED ACTION:

The County Treasurer recommends the approval of the resolution to distribute \$33,575.26 in Federal Forestry Funds.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

A total of \$33,575.26 will be divided according to a ratio set forth by Council for the benefit of public schools and public roads. There are no costs to the County associated with this request.

Applicable department/grant key and object codes: To be determined

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

I have reviewed the attached documents and see no legal concerns posed by the documents.

REGULATORY COMPLIANCE:

Title 10, §2665(e)(2) of the United States Code of Laws, "the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated."

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Treasurer has received funds from the Office of the State Treasurer for Federal Forestry Funds. Council is requested to approve a Resolution distributing these funds. Federal Forestry Funds are generated based on a portion of the net proceeds generated by the sale of forest products extracted from McEntire Air Force Base and other military installations located within Richland County. The total amount of forestry funds available at this time for allocation by Council is \$33,575.26.

Note: These funds are not received annually.

Pursuant to Title 10, §2665(e)(2) of the United States Code of Laws, “the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated.”

Since the SC Legislature has not enacted, to date, any law prescribing how these funds are to be allocated, the specific amounts to be allocated for the benefit of public schools and public roads of Richland County are at the discretion of Richland County Council.

The last time that Richland County Council allocated federal forestry funds, which totaled \$684,752.95, was in October 2021. The Council allocated 100% to the Road Maintenance fund of the County to be used for the construction and/or improvements of public roads within the County. No funds were allocated to Richland School District One, Richland School District Two, or Richland / Lexington School District Five, which, if allocated, would have been apportioned according to the respective student population of each school district.

Prior to its 2021 allocation, Council allocated 50% of the funds to public schools and 50% of the funds to public roads in 2018, 2017, 2014, 2012 and 2011.

If Council should proceed with the 50% allocation for the schools, the amounts per school district will be as follows:

School District	Number of Students	Allocation
Richland School District One	*22,151	\$5,492.88
Richland School District Two	*28,303	\$7,018.42
Richland / Lexington School District Five	**17,245	\$4,276.32
Public Roads	\$16,787.64	
Sources	*SC Annual School District Report Card Summary	
	**Richland / Lexington School District Five – District 5 students who live in Richland County	

A total of \$33,575.26 will be divided according to a ratio set forth by Council for the benefit of public schools and public roads. There are no costs to the County associated with this request.

The related Resolution from the Richland County Treasurer regarding these funds is attached for your convenience.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal 3: Commit to fiscal responsibility; Objective 3.1: Align budget to priorities and seek alternative revenue sources

ADDITIONAL COMMENTS FOR CONSIDERATION:

- 2011 Council allocated 50% of the funds (\$2,640.89) to the schools, and 50% of the funds (\$2,640.89) to public roads.
- 2012 Council allocated 50% of the funds (\$3,700) to the schools, and 50% of the funds (\$3,700) to public roads.
- 2014 Council allocated 50% of the funds (\$3,845.20) to the schools, and 50% of the funds (\$3,845.20) to public roads.
- 2017 Council allocated 50% of the funds (\$12,163.49) to the schools, and 50% (\$12,163.50) of the funds to public roads.
- 2018 Council allocated 50% of the funds (\$16,383.13) to the schools and 50% \$(16,383.13) of the funds to public roads.
- 2021 Council allocated 100% of the funds to public roads (\$684,752.95).

ATTACHMENTS:

1. Resolution
2. Invoice Record Details

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION OF THE

RICHLAND COUNTY COUNCIL

A RESOLUTION TO ALLOCATE FEDERAL FOREST FUNDS

WHEREAS, the State of South Carolina receives forty percent (40%) of the net proceeds from the sale of forest products on land owned or leased by a military department; and

WHEREAS, the Office of the State Treasurer issues a check to Richland County representing a share of federal monies generated at McEntire Air Force Base and at other military installations located within the County; and

WHEREAS, the Richland County Treasurer currently has a total of \$33,575.26 in Military Forest Fund monies, which was received from the Office of the State Treasurer; and

WHEREAS, pursuant to 10 U.S.C. §2665(e)(2), “the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated”; and

WHEREAS, the South Carolina Legislature has not enacted, to date, any law prescribing how these funds are to be allocated, so that allocation must be determined for the benefit of both the public schools and public roads of Richland County;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby allocate the Military Forest Funds of \$33,575.26 as follows:

____% (\$_____) to Richland School District One, Richland School District Two, and Richland/Lexington School District Five, to be apportioned according to the respective student population of each school district; and

____% (\$_____) to be transferred to the General Fund of Richland County, to be used for the construction and/or improvement of public roads within the County.

ADOPTED THIS the _____ day of _____, 2023.

By: Overture Walker
Its: County Council Chair
Richland County Council

ATTEST:

Clerk to Council



State Treasurer of South Carolina
CURTIS M. LOFTIS JR.

ONLINE Vendor Payment Search

[Home](#) > [Search](#) > Details

Invoice Record Details

Only the state agency listed below is able to provide detailed information about this payment. To inquire about the payment, please locate the phone number for the agency in the [SC State Phone Directory](#).

If you need further assistance, you may [email the State Treasurer's Office](#) or call us at 803.734.2686.

You searched for *EIN / SSN: 0024, Issued amount: 33575.26*

Item Summary:

Issue Date 01/18/2023
Issue Amount \$33,575.26
Check Payee RICHLAND COUNTY TREASURER
EDI Reference Number 1001606216
EDI Identifier 121000240000015
Clearing Doc Number 3427642869
Warrant Number
Fiscal Year 2023
Agency Number E160
Agency Name STATE TREASURERS OFFICE

Item Details:

Invoice Record	Invoice Number	Invoice Date	Invoice Amount	Customer Reference Number	Account Reference
1	MILITARYFORESTRY	01/13/2023	\$33,575.26		

Contact Information

For discrepancies with search results, please contact the [State Treasurer's Office](#): **803.734.2101**

For technical questions concerning this application, contact [SC.gov](#):

Email: support@portal.sc.gov

Phone: 866.340.7105 | M-F, 8a.m.-5p.m.

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Agenda Briefing

Prepared by:	Christopher S. Eversmann	Title:	General Manager
Department:	Public Works	Division:	Airport
Date Prepared:	February 6, 2023	Meeting Date:	February 28, 2023
Legal Review	Patrick Wright via email	Date:	February 10, 2023
Risk Management Review:	Brittney Hoyle-Terry via email	Date:	February 14, 2023
Budget Review	Abhijit "Abhi" Deshpande via email	Date:	February 13, 2023
Finance Review	Stacey D. Hamm via email	Date:	February 10, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Administration & Finance		
Subject	Use of Landside Airport Property		

RECOMMENDED/REQUESTED ACTION:

Staff requests County Council’s authorization to coordinate the use of Landside Airport Property for the Corvair Vintage Car Show at an upcoming weekend date to be determined. The event is tentatively planned to be from mid-morning to late afternoon (approximately 10:00 a.m. until 4:00 p.m.).

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There will be no direct financial impact to the County for use of this property.

Applicable department/grant key and object codes:

RISK MANAGEMENT FEEDBACK:

If Council approves this request, Risk Management will ensure their insurance coverage is adequate.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Airport staff in consultation with Risk Management and the County Attorney’s Office will require appropriate insurance coverage as well as Hold Harmless Agreements by participants. Display vehicles and patrons will remain outside of the Airport perimeter fence to minimize safety and security concerns.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Airport General Manager recently received a preliminary request for use of landside (outside of the perimeter fence) airport property for a Corvair car show to be held spring 2023. A member of the Corvair Car Club who is also an aircraft owner and tenant at the airport made the request. A similar request for a car show (fundraiser) was considered and approved in the past (though the event was never conducted).

Event Details

- CORSA (Corvair Society of America) meeting and car show (<https://www.corvair.org/>);
- Spring - Summer 2023 / weekend date to be determined (TBD);
- 30 to 50 cars / 60 to 100 people.

The point of contact (POC) has checked with the CORSA organization who indicates that they have insurance to cover shows such as this. Appropriate insurance coverage and certificate as well as Hold Harmless agreements will be required.

Airport Staff recommends approval of this request based on the following:

- Consistency with Richland County’s Strategic Plan (Goal 5)
- Community goodwill;
- Economic activity (travel / dining / hotel usage);
- Airport exposure (with little-to-no safety / security concerns).

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

This request is consistent with Richland County’s Strategic Plan (Goal 5 - Achieve Positive Public Engagement)

ADDITIONAL COMMENTS FOR CONSIDERATION:

Though this request was received after the Airport Commission's January 2023 meeting, it has been shared via email with all Commissioners. All responses received were supportive; none were negative.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Hayden Davis	Title:	Project Manager
Department:	Operational Services	Division:	
Date Prepared:	January 26, 2023	Meeting Date:	February 28, 2023
Legal Review	Elizabeth McLean via email	Date:	February 21, 2023
Budget Review	Abhijit "Abhi" Deshpande via email	Date:	February 13, 2023
Finance Review	Stacey D. Hamm via email	Date:	February 10, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Contract award of Hampton Street Elevator's Modernization		

RECOMMENDED/REQUESTED ACTION:

Staff recommends Council award a contract to Metro Elevator for the modernization of a total of six hydraulic elevators located at 2000 Hampton St. (three elevators) and 2020 Hampton St. (three elevators)

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

County Council approved the reallocation of bond funds at its March 1, 2022 Special Called meeting. Funds are encumbered on requisition R2300991.

Applicable department/grant key and object codes: GL-13449995.530300/JL-13443170.530300.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-539-B-23 "Hampton Street Elevator's Modernization" was issued on September 16, 2022; there were six responses to the request. Procurement reviewed the submittals, and the recommendation is to award to Metro Elevator Inc., the lowest responsive responsible bidder deemed most advantageous to the County.

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

The County Attorney Office's approved and stamped contract is attached.

REGULATORY COMPLIANCE:

The inspection and operation of elevators fall under the jurisdiction of the SC Department of Labor, Licensing and Regulation (SCLLR). During annual inspections, code violations were documented and corrected. Upon review of repair options, staff determined that the most practical solution to address the reoccurring violations and reliability concerns was to perform an elevator modernization. The modernization will also address replacement part scarcity which has led to extended downtimes and high repair costs.

MOTION OF ORIGIN:

“...to approve the Consent Items.”

Council Member	The Honorable William Malinowski, formerly of District 1
Meeting	Special Called
Date	March 1, 2022

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Administration Building and the Richland County Health Building, located at 2020 Hampton Street and 2000 Hampton Street respectively, were constructed in the early 1990's. The buildings' design incorporated three elevators: two banked passenger elevators located in the main lobby and one freight elevator for each building. The six elevators have not been modernized with new controllers and equipment since the building's construction. Therefore, the elevator equipment in the buildings are original to the facility and have exceeded the expected lifespan of 25 years. Due to high annual service costs, high repair costs, and the unavailability of replacement parts, staff determined the elevators needed to be modernized to improve the reliability and reduce the monthly down time and annual maintenance cost.

Staff is requesting approval of a contract between Metro Elevator Inc. and Richland County to modernize the three hydraulic elevators at 2000 Hampton St. and the three hydraulic elevators at 2020 Hampton St. in the amount of \$761,850.00 with a contingency of approximately 30%. The total cost of the project will not exceed \$990,000 as previously approved by Council. The contingency is requested to address any unforeseen conditions due to the age and complexity of the equipment and the number of tie-ins such as the fire alarm, HVAC, and security system. Any use of the contingency must be requested in writing by the contractor, reviewed and recommended by the County's project manager, and approved by the County Administrator.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

By undertaking this project, the elevators will comply with current safety codes, and will be more efficient and reliable, contributing to the improvement of the Administration/Health facility (Strategic Goal 4.3 "Create excellent amenities and facilities.").

ADDITIONAL COMMENTS FOR CONSIDERATION:

The work on the elevators will be coordinated with Administration and building tenants to help minimize the impact on the facility. The contractor will ensure that no more than two elevators will be

scheduled to be out-of-service at a time (one in each building). It is anticipated that the project will take about a year to complete once a contract is executed.

Once the modernizations are completed, the elevators will comply with current safety codes. The downtime and maintenance cost of each elevator will be greatly reduced.

ATTACHMENTS:

1. Bid Tab sheet
2. Contract

RC-539-B-23, Hampton Street Elevator's Modernization
Dated 10/28/2022 @ 4:00PM

Supplier	Carolina Elevator	Delaware Elevator	Metro Elevator	Schindler Elevator	Southern Elevator	TK Elevator
Total Cost	\$ 787,914.0	\$931,224	\$ 761,850.0	\$ 999,678.0	1,002,482.60	\$ 802,846.0

CONTRACT AGREEMENT
Metro Elevator Inc.
RC- 539-B-23

THIS Contract Agreement is dated as of the [REDACTED] day of [REDACTED] in the year 2023 by and between **RICHLAND COUNTY, SOUTH CAROLINA**, (hereinafter called "OWNER") and **Metro Elevator Inc.** (hereinafter called "CONTRACTOR") for the following Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described in the OWNER's Invitation for Bids: Bid No. **RC-539-B-23** (hereafter called "Invitation For Bids") as follows:

- **Hampton Street Elevator's Modernization.**
- **Annual maintenance for six (6) Hydraulic passenger elevators at the two Richland County locations designated and contracted for elevator services.**

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

1.1 CONTRACTOR shall complete all work for the Project as specified or indicated in the Contract Documents (the "Work"). The Work is generally described as follows:

- **Modernization of six (6) Hydraulic passenger elevators located at 2000 and 2020 Hampton Street Columbia, SC 29204**

Article 2. INSPECTOR.

2.1 The OWNER has designated Hayden Davis as its representative and he will assume all duties and responsibilities and will have the rights and authority assigned to the INSPECTOR as described in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Construction Engineering and Inspection shall also be performed by Todd Whiteheart as the INSPECTOR. The INSPECTOR information for notice purposes is:

Hayden Davis Richland County Operational Services 400 Powell Road Columbia, South Carolina 29203 (803) 576-3586	Whiteheart Elevator Solutions, 218 Burnette Acres Winston Salem, NC 27107 (336) 287-3306
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Article 3. CONTRACT TIME.

3.1 The Work will be Substantially Complete no later than **December 31, 2023** ("the Contract Time.") The Contractor shall achieve Final Completion of the Project within thirty (30) Days after the Work is Substantially Complete.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not Substantially Complete within the time(s) specified above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Fifty** Dollars (**\$250.00**) for each calendar day that expires after the time specified in paragraph 3.1 for completion of work.
- 3.3 The Contract Time may be changed only by a Change Order or Claim as defined in the SCDOT Standards Specifications and for the reasons stated in the General Conditions that are part of the Invitation For Bids.

Article 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, and in accordance with the unit bid prices submitted in the Contractor's Response to the Invitation for Bids on **October 28, 2022** with an initial contract amount of **\$ 761,850.00**.
- 4.2 The Contract Price may be changed only by a Change Order for the reasons stated in the General Conditions that are part of the Invitation For Bids.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions in the Invitation for Bids but in no case shall submit Applications for Payment more than once per month. Applications for Payment will be processed by INSPECTOR as provided in the General Conditions.

- 5.1 Payment Terms. Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment applications for construction contracts are to be submitted on the latest standard AIA Application for Payment form for unit price contracts. Application for Payment shall reflect work completed through the last day of the month. Retainage for construction contracts will be on each Application for Payment is as follows: 10% of completed, 10% of stored materials. Partial payments will be made as follows: Provided an Application for Payment is received by the INSPECTOR, or project manager, no later than the 10th of the month, the OWNER shall make payment to the CONTRACTOR not later than thirty (30) days from receipt of the approved Application for Payment. If an Application for Payment is received by the INSPECTOR after the 10th day of the month, payment shall be made by the OWNER no later than thirty (30) days after the INSPECTOR, or project manager, approves the Application for Payment.
- 5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with the General Conditions in the Invitation For Bids, OWNER shall pay the remainder of the Contract Price and retainage as recommended by INSPECTOR as provided in this Article, subject to any offsets due to OWNER as provided in this Agreement.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all conditions and including any federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given INSPECTOR written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by INSPECTOR is acceptable to CONTRACTOR.
- 6.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which compromise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Contract Agreement.
- 7.2 The OWNER's Invitation For Bids: Bid No. **RC-539-B-23** (Not attached but incorporated herein by reference thereto.) The Invitation For Bids includes all documents that were part of the advertisement of the Project, including but not limited to Instructions to Bidders, General Provisions, and General Conditions in the bid documents.
- 7.3 Contractor's Response to Bid No. **RC-539-B-23** including its Bid Bond. (Not attached but incorporated herein by reference thereto.)
- 7.4 Technical Specifications, Special Provisions and Addendums provided in the bid documents that is part of the Invitation for Bids. (Not attached but incorporated herein by reference thereto.)

- 7.5 The following, which may be delivered or issued after the effective date of the Agreement and not attached hereto:
- a) Notice to Proceed
 - b) Performance Bond
 - c) Payment Bond
 - d) Fully executed Written Amendments
 - e) Fully executed Work Change Directive(s)
 - f) Fully executed Change Order(s)
- 7.6 Additionally, if not included in the Invitation for Bids, the OWNER's General Conditions that are the standard terms and conditions for doing business with Richland County and found at <http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx> ("OWNER's Standard General Conditions") are part of the Contract Documents.
- 7.7 Order of Precedence. This Agreement, including the Exhibits listed above, are collectively called in this Agreement "the Contract Documents," and form the entire Agreement between the parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the Agreement, any other Contract Document and any Exhibit irreconcilably conflicts with a provision of the Agreement, the following rules of interpretation shall control:
- 7.7.1 As between this primary Agreement document and any of the other Contract Documents (including the Invitation For Bids and the contract terms and conditions included therein), this Agreement shall govern.
- 7.7.2 As between the Invitation For Bids and the SCDOT Standards Specifications, the Invitation For Bids shall govern, including all Supplemental Specifications and Addenda issued by the OWNER as part of the Invitation For Bids.
- 7.7.3 As between any other Contract Document (except the Contractor's Response to the Invitation for Bids and the OWNER's Standard General Conditions), the other Contract Document shall govern.
- 7.8 Degree of Application: CONTRACTOR. Should there be a conflict between any provision of any Contract Document that is not determined by the Order of Precedence section herein, the CONTRACTOR will be assumed to have agreed to the more onerous obligation or duty between or among the conflicting terms.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement will have the meanings indicated in the Invitation For Bid documents, including the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specially stated to the

contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5 If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) 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 and deduct from payments then or thereafter due the CONTRACTOR the reasonable cost of correcting such deficiencies, including OWNER'S expenses and compensation for additional engineering services made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the OWNER. Should the CONTRACTOR default under its obligations in the performance of this Agreement and is terminated by the OWNER prior to Substantial Completion of the Work, the CONTRACTOR shall be liable to the OWNER for all actual, consequential and incidental damages as a consequence of CONTRACTOR'S default, including but not limited to, the additional cost to complete the Work under the approved schedule at the time of the CONTRACTOR'S default and any liquidated damages that may result from any resulting delay of the date of Substantial Completion.
- 8.6 The CONTRACTOR warrants to the OWNER and INSPECTOR that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The CONTRACTOR further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.
- 8.7 If the CONTRACTOR encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract 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 the character of the Work to be provided in the Contract Documents, the CONTRACTOR shall promptly provide notice of a Claim to the OWNER and the INSPECTOR before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If the INSPECTOR determines that conditions differ materially and cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any part of the Work, the INSPECTOR will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the INSPECTOR determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the INSPECTOR shall promptly notify the OWNER and CONTRACTOR in writing, stating the reasons. The failure of the

CONTRACTOR to provide written notice of the nature of the Claim within the ten (10) days, and that the Claim may result in a delay or additional cost to the OWNER, is an absolute waiver of the CONTRACTOR's right to any additional contract time or compensation because of such site conditions. This waiver applies notwithstanding the OWNER's actual knowledge and notice of the site conditions and/or CONTRACTOR's Claim associated with such site conditions.

- 8.8 The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 8.9 Non-Appropriation: Any contract entered into by the OWNER resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 8.10 Indemnification: The contractor shall indemnify and hold harmless the OWNER, its officials, employees, temporary and leased workers and volunteers from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the Work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder..
- 8.11 Governing Law: This Agreement is to be construed in accordance with the laws of the State of South Carolina.

ARTICLE 9. INSURANCE.

At least ten (10) business days prior to CONTRACTOR'S start date Contractor shall provide OWNER a certificate of insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having a Best Rating of A-, VII or higher. All insurance shall be at Contractor's expense and be maintained throughout the contract period.

CONTRACTOR must have these same insurance requirements for any of its subcontractors, and verify them, or insure them under CONTRACTOR'S policies. CONTRACTOR shall provide and shall request insurers to provide the OWNER 30 days written notice of any cancelation, non-renewal or reduction in coverage. CONTRACTOR agrees the OWNER is covered by any provisions or limits in excess of the minimum requirements of this contract. The policies shall be noncontributory. Any deductibles or retentions are the responsibility of the CONTRACTOR. Any breach of this contract is material. The OWNER reserves the right to modify these requirements, including the limits.

The commercial general liability policy and the auto liability policy shall include: a) contractual liability b) a waiver of subrogation for the OWNER, its officers, officials, employees, leased and temporary employees and volunteers c) primary coverage even if the policy asserts it is excess, secondary or contingent and d) severability of interest.

The certificate shall name the OWNER, its officers, officials, employees, leased and temporary employees and volunteers as additional insureds with coverage as comprehensive as Insurance Offices Form CG 20 10 11 85.

CONTRACTOR shall obtain a commercial general liability policy with minimum limits of one million dollars per occurrence and two million dollars aggregate. The completed operations coverage shall extend at least two years beyond the completion date.

CONTRACTOR shall obtain a workers' compensation policy that provides South Carolina coverage ("Other States" coverage is unacceptable.) and employer's liability with \$500,000 limits per accident / per disease. Subrogation against the OWNER shall be waived for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate, under seal. One counterpart each has been delivered to OWNER, CONTRACTOR and INSPECTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on 2023.

OWNER:

CONTRACTOR:

RICHLAND COUNTY

METRO ELEVATOR INC.

By: _____

By: _____

Its: County Administrator

Its: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

(INSPECTOR)

Designated Representative:

Designated Representative:

And
Richland County (OWNER)
Office of Procurement & Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204

Richland County Attorney's Office


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

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Hayden Davis	Title:	Project Manager
Department:	Operational Services	Division:	
Date Prepared:	February 7, 2023	Meeting Date:	February 28, 2023
Legal Review	Patrick Wright via email	Date:	February 9, 2023
Budget Review	Abhijit "Abhi" Deshpande via email	Date:	February 13, 2023
Finance Review	Stacey D. Hamm	Date:	February 14, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Award of a Contract for Selective Demolition		

RECOMMENDED/REQUESTED ACTION:

Staff recommends Council approval of the award of a contract to NEO Corporation to provide selective demolition services at the Dillard’s space at Columbia Mall. Staff recommends a 15% contingency based on the age of the building and issues that may arise.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The funds for this project are from two sources. \$200,000 has been provided by the South Carolina Department of Social Services (SCDSS) in account 1347995000.532200. The current balance of this line item is \$195,000. These funds must be expended by June 30, 2023 and will be the first funds utilized for the payment of invoices.

The additional \$203,000 is in account 1220992020/4881900.532200 which are American Rescue Plan Act funds allocated by Council for the Family Service Center construction project.

Applicable department/grant key and object codes: 1347995000.532200
1220992020/4881900.532200

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-552-B-23 was publicly issued on October 24, 2022; there was one submittal. NEO Corporation's bid was evaluated and deemed responsive and responsible, and the recommendation is to award a contract.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Richland County purchased the Dillard’s retail space at the Columbia Place Mall to help meet the future expansion/modernization of the County facilities. The development of this facility addresses the current and future needs of the SC Departments of Social Services (SCDSS) and the Department of Health and Environmental Control (SCDHEC).

The County has contracted with a cost-estimating group to help establish design criteria and budget costs. Selective demolition of the architectural finishes within the space helps the cost estimation group with the investigative process. This work will remove most of the architectural finishes (ceiling tile, drywall, flooring, casework, etc.) throughout the space to allow the design team more access and visibility to the mechanical, electrical, plumbing and structural systems (MEPS). However, the metal studs, ceiling grid, and other systems that support the existing MEPS systems will remain in place to allow the systems to continue to operate. This selective demolition will assist the overall design process and minimize any unknown conditions for the proposed Family Services Center. This work will address design constraints and unknown conditions due to the age of the facility.

If approved, the County will contract with NEO Corporation to perform the work. Once the contract is signed, the company will work with the County to schedule and coordinate the work to minimize the impact on the facility. The contractor will also obtain all the required permits and authorizations to perform the work. Once the contract is executed and work is scheduled, it is estimated to take approximately 12 -16 weeks following permitting.

If the selective demolition contract is not approved, the County will continue with the current design process hoping that the project will not encounter any unknown conditions that might be discovered in the selective demolition process which could affect the overall budget of the project and/or its schedule. Additionally, the County will return the allocated \$200,000 from SCDSS which must be used by June 30, 2023. This decision could affect the design and construction process as well as the total overall budget for the renovation of the facility.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

This project aligns with the Strategic Plan Goals "4.3 Create excellent amenities and facilities" and 6.7 "Address current and future resource needs."

ATTACHMENTS:

1. Bid Tabulation

RC-552-B-23 Selective Demolition Services
Due November 22, 2022 @ 2:00PM

	NEO Corporation
Total Cost	\$ 398,000.0