

RICHLAND COUNTY
ADMINISTRATION AND FINANCE
COMMITTEE AGENDA



Tuesday, MAY 24, 2022

6:00 PM

COUNCIL CHAMBERS



Richland County Council 2022



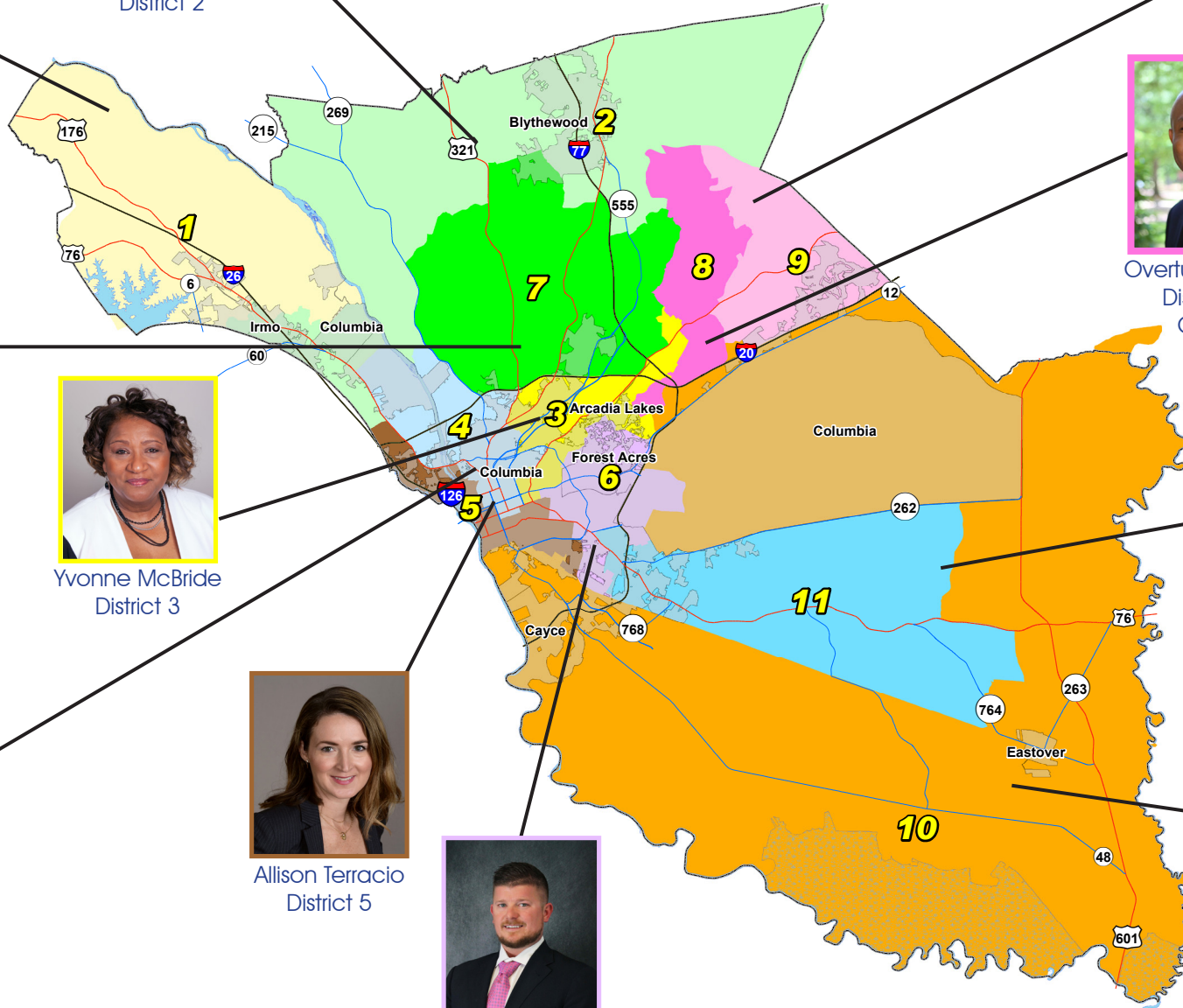
Bill Malinowski
District 1



Derrek Pugh
District 2



Jessica Mackey
District 9
Vice Chair



Overture Walker
District 8
Chair



Gretchen Barron
District 7



Chakisse Newton
District 11



Yvonne McBride
District 3



Cheryl English
District 10



Paul Livingston
District 4



Allison Terracio
District 5



Joe Walker, III
District 6



Richland County Administration and Finance Committee

AGENDA

May 24, 2022 - 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

1. **CALL TO ORDER** The Honorable Bill Malinowski

2. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
 - a. April 26, 2022 [PAGES 6-12]

3. **ADOPTION OF AGENDA** The Honorable Bill Malinowski

4. **ITEMS FOR ACTION** The Honorable Bill Malinowski
 - a. East Richland County Public Service District -
Whitehouse Road 404 Hatchery and Genetic
Management Plan (HMGP) Project [PAGES 13-21]

 - b. Emergency Services - Emergency Medical Services
Division - Purchase of EMS Medical Equipment and
Supplies for Budget Year 2022 - 23 [PAGES 22-40]

 - c. Department of Public Works - Jim Hamilton-LB
Owens Airport - Contract Award of Aviation
Consultants for Airport's Engineering and Planning,
and Construction Services [PAGES 41-42]

 - d. Department of Public Works - Engineering Division -
Approval of award of Longreen Parkway Sidewalk
Construction project [PAGES 43-53]

- e. 5. Department of Public Works - Solid Waste and Recycling Division - Solid Waste & Recycling Collection Area 3 Contract Amendment [**PAGES 54-93**]
- f. Department of Public Works - Solid Waste and Recycling Division - Solid Waste & Recycling Collection Area 5A Contract Amendment [**PAGES 94-131**]
- g. Utilities - Closed-Circuit Television with Trailer Purchase [**PAGES 132-140**]
- h. County Administrator's Office - Verizon Wireless Lease Renewal [**PAGES 141-157**]

5. ADJOURN

The Honorable Bill Malinowski



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



Richland County Council
ADMINISTRATION AND FINANCE COMMITTEE
MINUTES
April 26, 2022 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COMMITTEE MEMBERS PRESENT: Bill Malinowski, Chair, Yvonne McBride, Paul Livingston, Joe Walker (via Zoom) and Jesica Mackey (via Zoom)

OTHERS PRESENT: Overture Walker, Gretchen Barron, Derrek Pugh, Michelle Onley, Anette Kirylo, Leonardo Brown, Patrick Wright, Lori Thomas, John Thompson, Abhi Despande, Dale Welch, Randy Pruitt, Steven Gaither, Kyle Holsclaw, Justin Landy, Zachary Cavanaugh, Bill Davis, Michael Maloney, Stacey Hamm, Jennifer Wladischkin, Tamar Black, Aric Jensen, Dwight Hanna, Ashiya Myers, Jani Hussain, Angela Weathersby, Dante Roberts and Stephen Staley

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

2. **APPROVAL OF MINUTES**

- a. Regular Session: March 22, 2022 – Ms. McBride moved, seconded by Mr. Livingston, to approve the minutes as distributed.

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

The vote in favor was unanimous.

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

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

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

- a. **Request the Business License Ordinance be reviewed and changed to address items that are allowed by state law but are not being done by Richland County and resulting in large amounts of money not being collected. I will provide additional information to Assistant Administrator Jensen for review and handling prior to it getting to a committee [MALINOWSKI - December 7, 2021]** – Mr. Malinowski noted this has been addressed by Council; therefore, he withdrew the motion.

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- b. **Emergency Services – Fire Division – Purchase of Fire Pumper Truck** – Mr. Leonardo Brown, County Administrator, stated staff recommends the purchase of a pumper firetruck for the Lower Richland station. The source of funding will be Community Development Block Grant (CDBG) funds.

Ms. McBride moved, seconded by Mr. J. Walker, to forward to Council with a recommendation to approve the purchase of a fire truck pumper for the Lower Richland Station using Community Development Block Grant (CDBG) funds.

- c. **Department of Public Works – Engineering Division – Springwood Lakes Community Drainage Project** – Mr. Brown stated staff's recommendation includes the award of a contract to NOVA Engineering and Environmental, LLC for the Springwood Lakes Community Drainage Project. The consultant won the qualification based selection based on their understanding of the project and methods to provide the greatest outcome for the Springwood Lake Community. They were the only consultant to have charted a path not only to restore the roadways, but to also ultimately restore the normal operation of the wet basins. A Request for Proposals (RFP) was issued in December 2021. There were three submissions which were evaluated and ranked. NOVA Engineering and Environmental was the highest ranked offeror.

Ms. Mackey moved, seconded by Mr. Livingston, to forward to Council with a recommendation to award the contract for the Springwood Lakes Community Drainage Project to NOVA Engineering and Environmental, LLC.

Mr. Malinowski inquired as to who owns Springwood Lake.

Mr. Michael Maloney, Public Works Director, responded the basins are owned by the HOA, or members of the HOA, surrounding the lakes.

Mr. Malinowski inquired as to whose authority Creekwood Drive and Overpond Road are under.

Mr. Maloney responded the roads are SCDOT roads. He noted SCDOT is a part of the project and will be restoring the roads. The grant is restoring the hydrology.

Mr. Malinowski inquired if the DHEC grant is paying 100% of the costs.

Mr. Maloney responded it is a \$500,000 grant.

Mr. Livingston inquired if this is the grant that Ms. Barron worked on, and Council approved.

Ms. Barron responded in the affirmative.

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

The vote in favor was unanimous.

- d. **Upper Township Magistrate – Sheriff's Department Substation** – Mr. Brown stated Council approved the utilization of the property in question for a Magistrate's facility and Sheriff's Substation. There was bond funding approved to further the initiative. A Request for Qualifications was issued by the Procurement office on February 11, 2022. A pre-bid meeting and site visit were held at the Upper Township Magistrate office and interested contractors were provided with the opportunity to tour the space. There was one submittal received from Solid Structure. Procurement reviewed the submittal, and an evaluation team provided their scoring. Solid Structure is

responsive and responsible, and the recommendation is to award a contract for this project. They are a certified M/DBE by the State of South Carolina and South Carolina Department of Transportation.

Mr. Livingston moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the award of a contract to Solid Structure for the design/build of the Upper Township Sheriff's Substation.

Mr. Malinowski inquired about the cost to renovate the 4,830 sq. ft. for the magistrate's office.

Judge Tomothy Edmond, Summary Court Judge, stated he does not have the costs.

Ms. Jennifer Wladischkin, Procurement Manager, responded the magistrate's office was \$1.3M. The estimated budget for the Sheriff's Substation is \$1.3M.

Mr. Malinowski noted the portion of the building not being utilized by the magistrate's office has been upfitted with utility connections. Therefore, he inquired why it would cost the same amount to refurbish the portion for the Sheriff's Substation.

Ms. Wladischkin responded, based on the walk through, the plumbing and HVAC was not completely run through the facility.

Mr. Randy Pruitt, Operational Services Director, responded the utilities have been roughed in, but not connected.

Mr. Malinowski inquired as to who pays for the Midlands Fugitive/Gang Task Force lease.

Chief Harry Polis responded the Sheriff's Department is responsible for the lease payment. He stated he does not know the lease amount, but can provide the information to the committee.

Ms. McBride inquired if the Community Meeting room is a part of design.

Judge Edmond responded in the affirmative.

Ms. McBride inquired if furnishings will be provided.

Mr. Brown and Chief Edmond both responded in the affirmative.

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

The vote in favor was unanimous.

e. **Court Appointed Special Advocate (CASA) – Budget Adjustment to Increase Attorney Pay –**

Mr. Brown stated the request is for a budget adjustment to increase attorney pay for the Court Appointed Special Advocate (CASA). He noted budget adjustments normally occur via the budget process or through a budget amendment during the fiscal year.

Ms. McBride moved, seconded by Mr. Livingston, to forward to Council with a recommendation to increase the Court Appointed Special Advocate (CASA) budget in order to hire qualified attorneys and decrease turnover due to salary.

Ms. Mackey inquired if the attorneys have received a pay increase within the past 5 years. She further inquired if any consideration had been given for the other CASA employees? In addition, how are we sure the salary is the reason for not being able to fill the position.

Mr. Dante Roberts, CASA Executive Director, responded there were pay increases for most of the employees during the 2018 Total Rewards Study. He noted CASA works closely with the USC School of Law to recruit interns. Those interns interested in applying for CASA, as well as other attorneys interested in family law, are deterred by the salary. He stated they would like to give all of the employees pay increases, but this is a dire need for CASA. Currently there are 2 attorneys. One is the Legal Service Manager, and the other is due to go on maternity leave in June. In the last 6 months, there have been 2 applicants. One could start in October, if they pass the bar. The other applicant requested a starting salary of \$70,000.

Mr. Malinowski inquired if the ad contains a pay scale.

Mr. Roberts responded in the affirmative. The starting salary is listed as \$49,900.

Ms. Mackey inquired why there is a request to increase the pay of the Legal Service Manager.

Mr. Roberts responded they are requesting a salary increase for the 2 current attorneys for retention purposes. He noted CASA lost the last 4 attorneys due to the salary not being competitive. The average for other attorneys is approximately \$20,000 more than the current salary.

Mr. Malinowski noted these wages are well above the livable wage, according to the study presented at the budget work session.

Ms. McBride stated she knows how important CASA's responsibilities are in trying to help the children of Richland County. She noted these employees require unique skills; therefore, she understands the need for additional pay.

Mr. Malinowski stated the information provided does not include the amount of time spent on the cases. The only thing provided was a study from the university and the salary for the part-time CASA attorney in Charleston County. He inquired if all counties have CASA.

Mr. Brown responded all counties have CASA.

Mr. Malinowski inquired who pays for CASA's services in the other counties.

Mr. Patrick Wright, County Attorney, responded there is a Guardian ad Litem Program the State runs. The State pays for the program in other counties. Richland County's program existed before the State program. The State program was modeled after the Richland County program. He noted all attorneys go through 7 years of college and obtain a Juris Doctorate. When he worked in Family Court, 15 years ago, the salary was \$57,000.

Mr. Malinowski stated, it his understanding, Richland County is the only county that pays for CASA. He inquired if Richland County is required to have CASA in place.

Mr. Wright responded the County is required to have a Guardian ad Litem Program.

Mr. Malinowski inquired how we get the County's Guardian ad Litem Program under the State's program.

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Mr. Wright responded the Legislature can change the statute to not exclude the County.

Ms. McBride stated, in the future, the County can lobby to have the State cover the costs of the Guardian ad Litem Program. At this time, CASA is in dire need of recruiting attorneys.

Mr. Malinowski inquired if CASA requested the pay increases during the current budget process.

Mr. Brown responded Administration did not receive a recommendation from CASA. He noted there have been some discussion about them potentially retaining personnel utilizing contracts. Administration would need to be provided the following information: the actual dollar amount being requested, if it is a set dollar amount or a range, and does it apply to all vacant attorney positions the department has.

Mr. Malinowski noted he does not know if the request includes benefits or just salary. Additionally, has other counties advertised for these positions and had success, and, if so, at what salary.

Ms. Mackey inquired if it was typical for CASA to not submit a budget.

Mr. Brown responded, he would not say it is typical, but that Administration did not receive a request from CASA.

Ms. Mackey inquired if there have been conversation with HR professionals or looking at recruitment measures to ensure we are doing all we can to reach applicants.

Mr. Malinowski made a substitute motion, seconded by Ms. Mackey, to defer this item until the May committee meeting to receive additional information.

Mr. Livingston made a 2nd substitute motion, seconded by Ms. McBride, to forward to Council without a recommendation and have the information provided prior the May 17th Council meeting.

Ms. McBride stated the way we are tearing this request apart she is sure we are going to vet all other requests in the same manner. It concerns her how we vet some issues more than others, and particularly those that concern high-risk needs of our children in underserved communities.

Mr. J. Walker stated, at the end of the day, as an employer in the private sector, he is taken aback that we are even contemplating recruiting attorneys to subpar/substandard salaries, and thus a substandard life, as it pertains to the investment they have made in their education. He stated, if we want to recruit the type of talent we want to Richland County, and certainly if we want to retain employees, we need to take a hard look at our compensation.

Ms. Mackey noted this work is important for the underserved communities, and we need to look at what we are paying. She wants to do this for all the employees, and not just these 3 attorneys. The CASA employees that are working with these kids are just as important as the attorneys. She also wants to ensure the department is doing their due diligence to recruit employees.

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

Opposed: Malinowski

The vote was in favor of the 2nd substitute motion.

f. **East Richland County Public Service District – Whitehouse Road 404 Hatchery and Genetic**

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Management Plan (HMGP) Project – Mr. Brown stated this request is coming via an outside entity. They are reaching out to Richland County because they believe we share a similar thought process concerning this area. In the agenda packet, it states, “The East Richland County Public Service District requests that approximately 1,200 feet of Whitehouse Road from Bluff Road to the entrance of the District’s Gill Creek WWTP be elevated to the FEMA 500-year base flood elevation and paved in order for the roadway to be passable during the next heavy rain event. The Gill’s Creek WWTP is already constructed above this elevation to be operable during flooding conditions.” The East Richland Public Service District is requesting a co-share of costs associated with the project.

Mr. Malinowski inquired if the East Richland Public Service District is a private entity.

Mr. Bill Davis, Utilities Director, responded East Richland Public Service District is a special purpose district that is under Richland County’s authority for management and administration.

Mr. Malinowski inquired who gets the profits.

Mr. Davis responded East Richland Public Service District.

Mr. Malinowski inquired if the profits are ever shared with the County.

Mr. Davis responded the County shares a millage with them.

Mr. Malinowski stated, for clarification, the County provides them a millage through taxes, and they keep everything they get from the project. He noted the backup documentation states they serve approximately 20% of Richland County’s population, but they want the County to pay 50% of the costs of the project. He does not think it is fair for the other 30% of the taxpayers to be paying. In addition, he noted the road will be elevated to the 500-year base flood elevation, and not the previous 100-year base flood elevation.

Mr. Davis noted staff recently participated in Climate Ready Columbia and the discussions of the climate change have significantly impacted flooding in our area.

Mr. Livingston stated, when he ready the backup documentation, he thought they were referring to 50% of Richland County’s share, not the entire project.

Mr. Maloney stated there is a grant funding this, and then there is the local share, which equates to approximately \$105,000.

Mr. Malinowski stated the 50% is approximately \$105,000 and 20% would be approximately \$42,000.

Mr. Malinowski moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve participation in the project to elevate and harden Whitehouse Road from Bluff Road (State Highway 48) to the entrance of the East Richland County Public Service District’s wastewater treatment plant (Gills Creek WWTP) at 1050 Whitehouse Road to eliminate the potential loss of sewer service to over 20,000 customers and 88,000 residents during flooding events. The County will be provide up to 20% of the local share.

Ms. McBride made a friendly amendment to have staff present the committee’s recommendation to the East Richland County Public Service District and bring it back to committee.

Mr. Livingston requested to know how many customers East Richland Public Service District has, and how it compares to the whole County.

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

The vote in favor was unanimous.

5. **ITEMS FOR INFORMATION**

a. **Utilities Department – Willingness to Serve – Kennerly Road Tract** – No action required.

b. **Utilities Department – Willingness to Serve – Kim Boufawaz** – No action required.

c. **Utilities Department – Willingness to Serve – Mallard Subdivision** – No action required.

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

a. **Evaluation of Offer: Tax Map Serial # R06400-01-01 & Tax Map Serial # R06500-01-01** – No action taken.

7. **ADJOURNMENT** – Ms. Mackey moved, seconded by Mr. Livingston, to adjourn.

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

The vote in favor was unanimous

The meeting adjourned at approximately 7:00PM.



Agenda Briefing

Prepared by:	Ed Schooler	Title:	Deputy Director
Entity:	East Richland County Public Service District	Division:	Click or tap here to enter text.
Date Prepared:	March 7, 2022	Meeting Date:	April 26, 2022
Legal Review	Patrick Wright via email	Date:	April 5, 2022
Budget Review	Abhijit Deshpande via email	Date:	April 7, 2022
Finance Review	Stacey Hamm via email	Date:	April 5, 2022
Utilities Review	Bill Davis via email	Date:	April 5, 2022
Public Works Review	Michael Maloney via email	Date:	April 5, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Whitehouse Road 404 HMPG Project 4241-F#14-S#277		

RECOMMENDED/REQUESTED ACTION:

It is requested to elevate and harden Whitehouse Road from Bluff Road (State Highway 48) to the entrance of the East Richland County Public Service District's wastewater treatment plant (Gills Creek WWTP) at 1050 Whitehouse Road to eliminate the potential loss of sewer service to over 20,000 customers and 88,000 residents during flooding events.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is divided into two (2) phases. Phase One is the preliminary engineering phase with Richland County delivering technical and environmental documents to FEMA through the State of South Carolina Emergency Management Division for review and approval. Upon approval of the Phase One documents, Phase Two activities may be implemented. Phase Two activities include the final engineering and construction of the project. The cost analysis for the FEMA-approved project is as follows:

	Total Project Cost	Federal Share	Local Share
Phase One	\$ 141,760.00	\$ 106,320.00	\$ 35,440.00
Phase Two	\$ 696,384.00	\$ 522,288.00	\$ 174,096.00
Total	\$ 838,144.00	\$ 628,608.00	\$ 209,536.00

The East Richland County Public Service District and Richland County will be responsible for the Local Share of the updated project costs. It is the District's hope that the County would see the benefit of this project for the residents of the County in the District's service area as we would be able to maintain sewer service during flooded conditions at the treatment plant. Based on the District's estimates, the District provides sewer service to approximately 20% of the population in Richland County. As such, the District hopes that the County would consider participating in the local share of up to 50%.

With regard to the source of the money for the local share, the District understands that operating budgets are tight, but it is the District's hope that an amount of money within the County's Capital Improvements Program for Roads and Drainage could be directed to this project. The bulk of the local share (Phase 2) would not need to be available for approximately a year after the project commences (Phase 1).

Per the Richland County Director Public Works Director, DPW did not previously review this as a County funded project. Additionally, the estimate appears low for the large fill planned to build the road above flood plain. All DPW capital projects are on hold at this time, and special projects like this are not a part of the plan. DPW has not commenced its dirt road paving plan which is the closest type of project to this project. This project, however, deviates from the routine given the high level of fill and anticipated costs.

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

None.

REGULATORY COMPLIANCE:

It is anticipated that permitting would be required from the US Army Corps of Engineers and the Richland County Public Works Department.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

The East Richland County Public Service District requests that approximately 1,200 feet of Whitehouse Road from Bluff Road to the entrance of the District's Gills Creek WWTP be elevated to the FEMA 500-year base flood elevation and paved in order for the roadway to be passable during the next heavy rain event. The Gill's Creek WWTP is already constructed above this elevation to be operable during flooding conditions.

It is expected that an average depth of eight (8) feet of fill for the length of the roadway to be raised and approximately ten (10) 36-inch drainage culverts to prevent the damming off of flood waters will be required. A consulting engineering firm will be hired for the engineering services. Phase One engineering services will include preliminary engineering, surveying, hydraulic analysis and geotechnical analysis. Prescribed Technical and Environmental documents will be required for the Phase One deliverables to FEMA through SC EMD for review and approval. Upon approval of the Phase One deliverables, Phase Two activities will commence. Phase Two engineering services will include final engineering, permitting and bidding for construction of the roadway. During construction, the consultant will provide Project Management and Resident Inspection services.

The raising and paving of this section of Whitehouse Road will allow the operators and trucks to have access to the Gills Creek WWTP during flooding conditions to continue the treatment and disposal of raw wastewater generated by approximately 20,000 customers of the East Richland County Public Service District and 88,000 residents of Richland County in the East Richland County Public Service District service area.

If this section of Whitehouse Road is not raised and paved, the operators will have access to the treatment plant by boat, which is possible but not safe due to power lines paralleling the roadway, but trucks will not have access. Trucks needed for the operation and maintenance of the treatment plant include fuel trucks for the emergency generators, container trucks for the removal of dewatered sludge, lime slurry trucks for the adjustment of the wastewater alkalinity (treatment) and miscellaneous trucks for parts and service of mechanical components. Therefore, the operation and maintenance of the treatment plant and corresponding treatment and disposal of raw wastewater would be on a very limited basis with resulting discharge of raw wastewater to the Congaree River.

The only alternative to using Whitehouse Road from Bluff Road to access the treatment plant from the east is to go the "back way" using South Beltline Blvd. from Bluff Road, then Simmon Tree Lane, then Metro Lane, and then Whitehouse Road to access the treatment plant from the west. However, Simmon Tree Lane is also subject to flooding and is a State Road which would require more extensive improvements to provide safe access during flooding conditions.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Utilities Director Bill Davis has expressed his strong support for the road improvement project. Per Director Davis, the need to have all weather access to the Waste Water Treatment Plant (WWTP) is critical. When there is a flood, the current situation does not provide adequate access to the ERCPSD WWTP, limiting treatment capacity in many ways (i.e. cannot bring service vehicles in, cannot deliver chemicals/fuel, personnel are limited to boat access to the facility). When the treatment of wastewater is limited, the public and the environment are at risk. As the technical manager and a FEMA Contractor following the 2015 flood, Mr. Davis saw firsthand that both the Metro WWTP and the ERCPSD WWTP were inaccessible from either direction on Whitehouse Road or from Simmon Tree Lane.

ATTACHMENTS:

1. [Click or tap here to enter text.](#)



Agenda Briefing Addendum

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Click or tap here to enter text.
Contributor:	Michael Maloney	Title:	Director, Public Works
Contributor:	Stacey Hamm	Title:	Director, Finance
Date Prepared:	May 18, 2022	Meeting Date:	April 26, 2022
Approved for Consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee:	Administration & Finance		
Agenda Item:	4f. East Richland County Public Service District - Whitehouse Road 404 Hatchery and Genetic Management Plan (HMGP) Project		

COUNCIL INQUIRY #1:

What millage does East Richland County Public Service District (ERCPSD) receive? How much funding is generated by this millage?

Reply:

Currently, ERCPSD receives 4 mil for properties within their service district; the taxes collected are used to make bond payments by the County Treasurer. The amount reported is \$1,438,560.00. No funds are given to ERCPSD.

COUNCIL INQUIRY#2:

What percentage of East Richland Public Service District’s customer base consists of Richland County residents?

Reply:

100% are in Richland County. Based on staff review of the service area, more than 50% of the customers are in unincorporated Richland County. The service area includes parts of unincorporated Richland County, Forest Acres, Arcadia Lakes, and the City of Columbia. The north side of the service area is bounded by Farrow Road. The east side bounded by Brickyard Road and Sparkleberry Road. The south side bounded by Percival Road. The west side merges into Forest Acres. ERCPSD’s Wastewater Treatment plant is located in unincorporated Richland County. The percentage of customers based on the total number of people in Richland County is about 15.56% (69,246 total population served over total Richland County population of 444,933)

COUNCIL INQUIRY#3:

How many total customers does East Richland Public Service District serve?

Reply:

ERCPSD serves a population of 69,246.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Staff was directed to discuss the alternative of Richland County funding 20% of the local share for the project.

The Department of Public Works has reviewed the amounts and recommends 20% funding. This equates to \$40,000 +/-; this investment reduces dirt road maintenance over the life cycle of the pavement. This life cycle should meet 20 years. After seven to ten years, the asphalt will require preservation. This being a County maintained road, it is our understanding that the County will be responsible for pavement maintenance, but for the portion of Whitehouse Road to be paved, this will cease the more frequent dirt road maintenance operation.

ATTACHMENTS:

1. Cental Midlands Council of Governments (CMCOG) – Demographic Information



Demographic and Income Profile

Richland
Area: 771.71 square miles

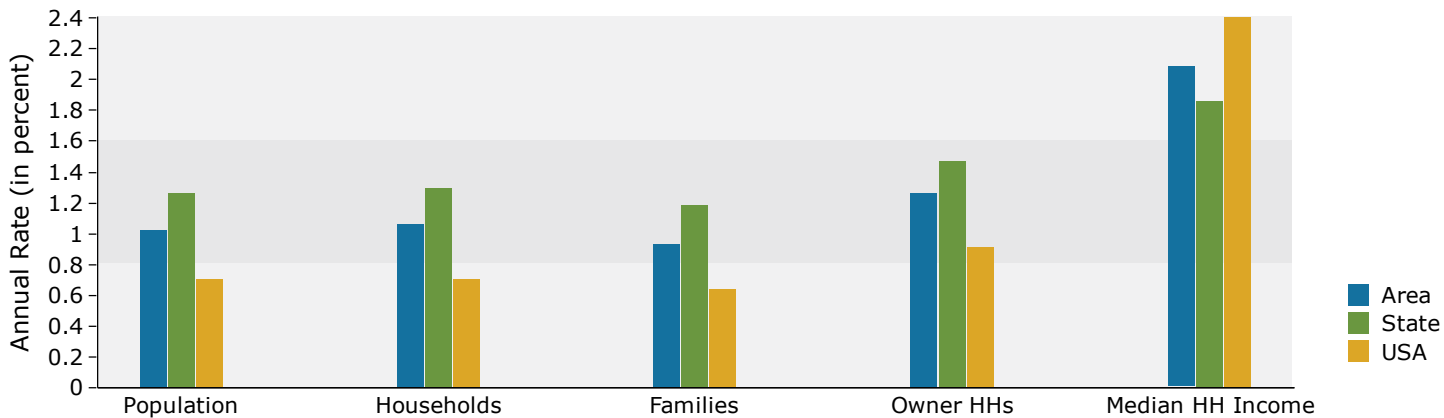
Prepared by Esri

Summary	Census 2010		2021		2026	
Population	384,504		422,924		444,933	
Households	145,194		160,739		169,461	
Families	89,357		96,565		101,128	
Average Household Size	2.43		2.45		2.45	
Owner Occupied Housing Units	89,023		94,262		100,368	
Renter Occupied Housing Units	56,171		66,477		69,093	
Median Age	32.7		34.9		35.4	
Trends: 2021-2026 Annual Rate	Area		State		National	
Population	1.02%		1.26%		0.71%	
Households	1.06%		1.30%		0.71%	
Families	0.93%		1.19%		0.64%	
Owner HHs	1.26%		1.47%		0.91%	
Median Household Income	2.09%		1.86%		2.41%	
Households by Income			2021		2026	
			Number	Percent	Number	Percent
<\$15,000			20,937	13.0%	19,422	11.5%
\$15,000 - \$24,999			15,641	9.7%	14,355	8.5%
\$25,000 - \$34,999			14,801	9.2%	13,960	8.2%
\$35,000 - \$49,999			23,658	14.7%	23,875	14.1%
\$50,000 - \$74,999			26,401	16.4%	27,866	16.4%
\$75,000 - \$99,999			19,351	12.0%	21,503	12.7%
\$100,000 - \$149,999			20,700	12.9%	24,513	14.5%
\$150,000 - \$199,999			10,939	6.8%	14,068	8.3%
\$200,000+			8,291	5.2%	9,887	5.8%
Median Household Income			\$53,657		\$59,506	
Average Household Income			\$76,877		\$86,301	
Per Capita Income			\$29,867		\$33,487	
Population by Age	Census 2010		2021		2026	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	24,463	6.4%	24,054	5.7%	25,556	5.7%
5 - 9	24,038	6.3%	24,126	5.7%	24,852	5.6%
10 - 14	23,746	6.2%	24,398	5.8%	25,138	5.6%
15 - 19	33,358	8.7%	32,488	7.7%	33,388	7.5%
20 - 24	40,822	10.6%	42,038	9.9%	43,044	9.7%
25 - 34	57,978	15.1%	64,811	15.3%	67,961	15.3%
35 - 44	49,845	13.0%	54,242	12.8%	58,058	13.0%
45 - 54	51,568	13.4%	47,569	11.2%	48,989	11.0%
55 - 64	41,145	10.7%	49,514	11.7%	47,496	10.7%
65 - 74	21,097	5.5%	37,076	8.8%	41,102	9.2%
75 - 84	11,782	3.1%	16,393	3.9%	22,369	5.0%
85+	4,662	1.2%	6,215	1.5%	6,980	1.6%
Race and Ethnicity	Census 2010		2021		2026	
	Number	Percent	Number	Percent	Number	Percent
White Alone	181,974	47.3%	186,955	44.2%	190,493	42.8%
Black Alone	176,538	45.9%	200,870	47.5%	213,316	47.9%
American Indian Alone	1,230	0.3%	1,279	0.3%	1,326	0.3%
Asian Alone	8,548	2.2%	12,470	2.9%	14,777	3.3%
Pacific Islander Alone	425	0.1%	515	0.1%	574	0.1%
Some Other Race Alone	7,358	1.9%	8,930	2.1%	10,181	2.3%
Two or More Races	8,431	2.2%	11,905	2.8%	14,266	3.2%
Hispanic Origin (Any Race)	18,637	4.8%	23,012	5.4%	26,524	6.0%

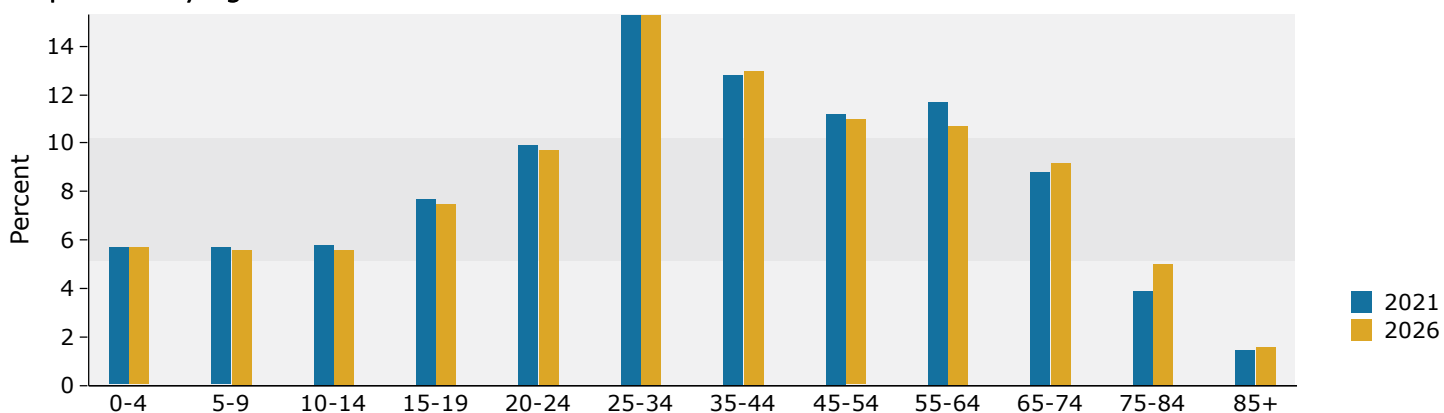
Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.

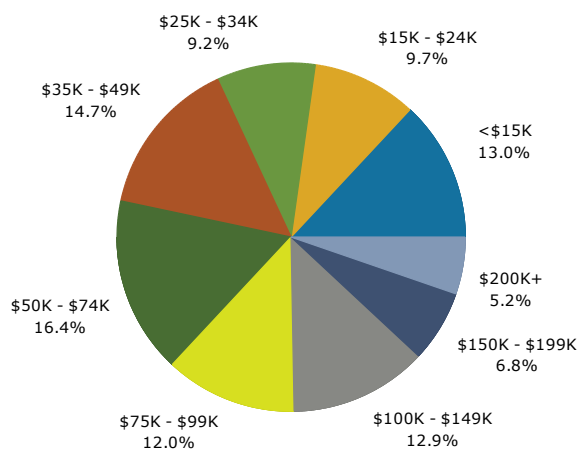
Trends 2021-2026



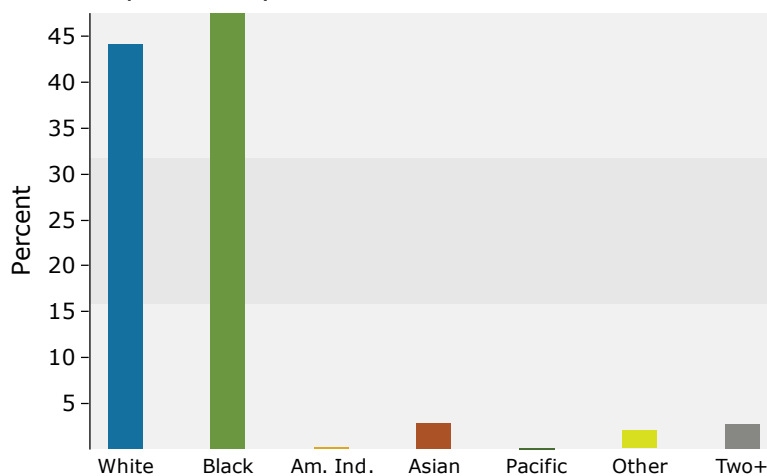
Population by Age



2021 Household Income



2021 Population by Race



2021 Percent Hispanic Origin: 5.4%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.



Demographic and Income Profile

0
Area: 31.37 square miles

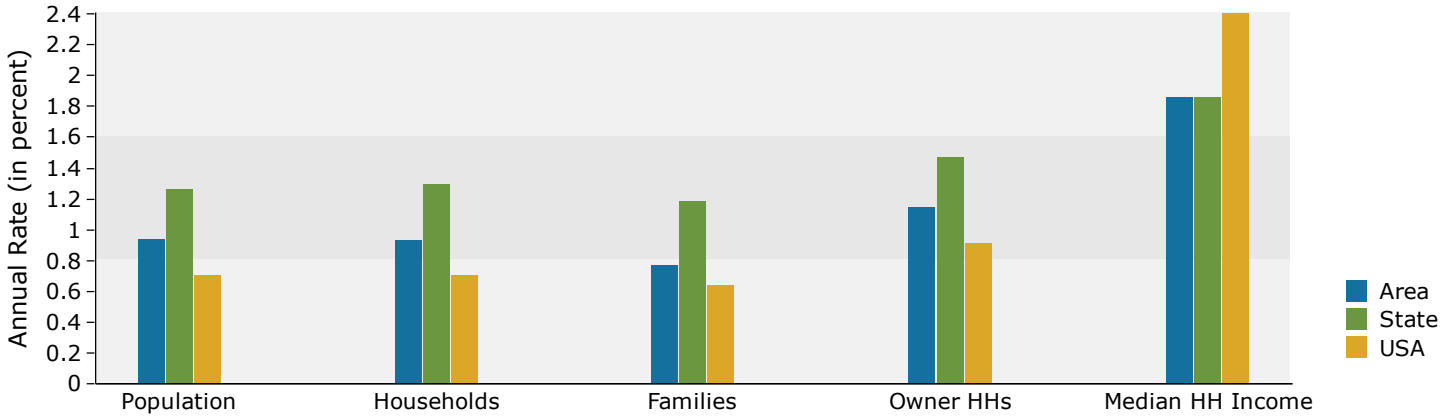
Prepared by Esri

Summary	Census 2010		2021		2026	
Population	60,269		66,089		69,246	
Households	25,366		27,687		28,996	
Families	15,833		16,753		17,407	
Average Household Size	2.35		2.37		2.37	
Owner Occupied Housing Units	14,780		15,268		16,164	
Renter Occupied Housing Units	10,586		12,419		12,832	
Median Age	37.4		39.1		39.6	
Trends: 2021-2026 Annual Rate	Area		State		National	
Population	0.94%		1.26%		0.71%	
Households	0.93%		1.30%		0.71%	
Families	0.77%		1.19%		0.64%	
Owner HHs	1.15%		1.47%		0.91%	
Median Household Income	1.86%		1.86%		2.41%	
Households by Income			2021		2026	
			Number	Percent	Number	Percent
<\$15,000			2,763	10.0%	2,509	8.7%
\$15,000 - \$24,999			2,955	10.7%	2,610	9.0%
\$25,000 - \$34,999			2,663	9.6%	2,519	8.7%
\$35,000 - \$49,999			4,293	15.5%	4,439	15.3%
\$50,000 - \$74,999			4,690	16.9%	4,976	17.2%
\$75,000 - \$99,999			3,212	11.6%	3,535	12.2%
\$100,000 - \$149,999			3,442	12.4%	4,033	13.9%
\$150,000 - \$199,999			1,836	6.6%	2,246	7.7%
\$200,000+			1,834	6.6%	2,129	7.3%
Median Household Income			\$54,590		\$59,847	
Average Household Income			\$82,052		\$91,355	
Per Capita Income			\$34,351		\$38,226	
Population by Age	Census 2010		2021		2026	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	4,033	6.7%	3,908	5.9%	4,087	5.9%
5 - 9	3,824	6.3%	3,926	5.9%	4,074	5.9%
10 - 14	3,834	6.4%	4,019	6.1%	4,052	5.9%
15 - 19	3,704	6.1%	3,795	5.7%	3,999	5.8%
20 - 24	3,989	6.6%	4,339	6.6%	4,635	6.7%
25 - 34	8,954	14.9%	9,267	14.0%	9,663	14.0%
35 - 44	7,436	12.3%	8,798	13.3%	9,003	13.0%
45 - 54	8,297	13.8%	7,327	11.1%	7,942	11.5%
55 - 64	7,530	12.5%	8,006	12.1%	7,528	10.9%
65 - 74	4,369	7.2%	7,181	10.9%	7,591	11.0%
75 - 84	3,003	5.0%	3,766	5.7%	4,803	6.9%
85+	1,298	2.2%	1,755	2.7%	1,869	2.7%
Race and Ethnicity	Census 2010		2021		2026	
	Number	Percent	Number	Percent	Number	Percent
White Alone	27,875	46.3%	28,054	42.5%	28,334	40.9%
Black Alone	26,081	43.3%	29,808	45.1%	31,430	45.4%
American Indian Alone	239	0.4%	237	0.4%	237	0.3%
Asian Alone	1,995	3.3%	2,823	4.3%	3,304	4.8%
Pacific Islander Alone	80	0.1%	92	0.1%	100	0.1%
Some Other Race Alone	2,460	4.1%	2,976	4.5%	3,359	4.9%
Two or More Races	1,538	2.6%	2,097	3.2%	2,482	3.6%
Hispanic Origin (Any Race)	5,007	8.3%	6,063	9.2%	6,891	10.0%

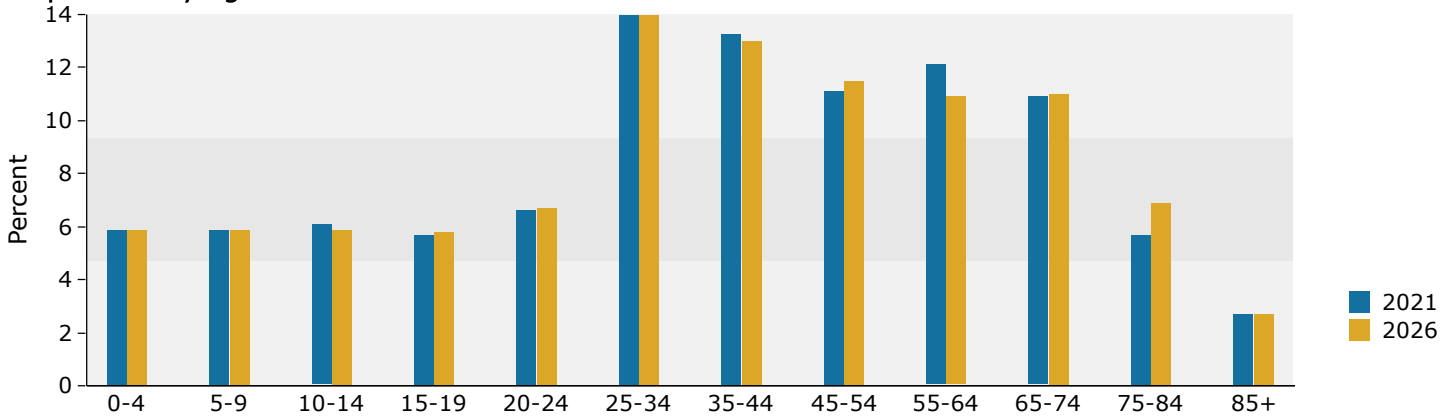
Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.

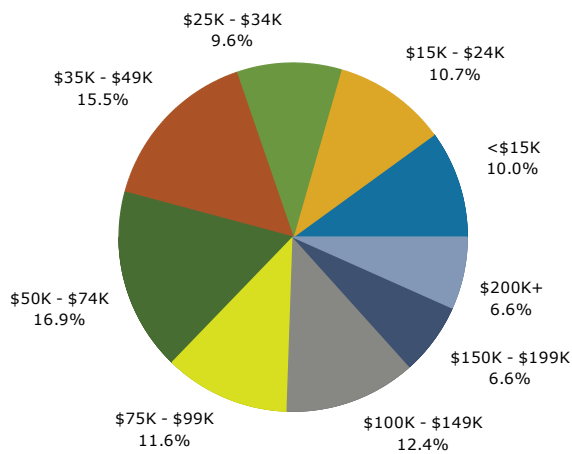
Trends 2021-2026



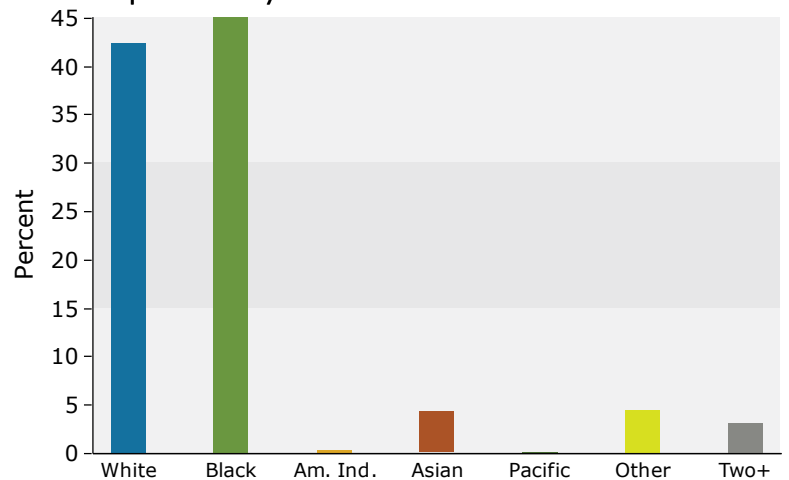
Population by Age



2021 Household Income



2021 Population by Race



2021 Percent Hispanic Origin: 9.2%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael A. Byrd	Title:	Director
Department:	Emergency Services	Division:	EMS
Date Prepared:	May 3, 2022	Meeting Date:	May 24, 2022
Legal Review	Patrick Wright via email	Date:	May 17, 2022
Budget Review	Abhijit Deshpande via email	Date:	May 4, 2022
Finance Review	Stacey Hamm via email	Date:	May 4, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Purchase of EMS Medical Equipment and Supplies for Budget Year 2022 - 23		

RECOMMENDED/REQUESTED ACTION:

Staff requests approval to award purchase orders for supplies and services needed for the uninterrupted operations of the Emergency Medical Services (EMS) Division beginning July 1, 2022. Funds are included in the Administrator's proposed budget.

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 no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funding is included in the 2022 / 2023 budget - Account 5249. No additional funds are needed.

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

None.

REGULATORY COMPLIANCE:

None applicable

MOTION OF ORIGIN:

There is no associated Council motion of origin.

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

STRATEGIC & GENERATIVE DISCUSSION:

The Emergency Services Department requests approval to award purchase orders to provide continuous EMS equipment and supplies beginning on July 1, 2022. The vendors are: Boundtree Medical, Henry Schein, Life Assist, Medline Medical, and Nashville Medical. The amount of each purchase order exceeds \$100,000: therefore Council’s approval is necessary.

EMS uses vendors to supply mission critical products and services used by first responders to save lives during emergency response operations. A disruption in the supply chain will impact the scope of practice of responders and cause issues in the administration of best-practice protocols. Supplies and services not available on state contract are bid out for the best pricing. EMS uses hundreds of different medical items that are secured through competitive bidding. The best individual price per item was selected from each of the vendors submitting a bid. Five vendors submitted the lowest prices on individual items and will be awarded bids exceeding \$100,000.

Because we do not know exactly how many of an individual item will be needed, the amount of individual items for the year is an estimate. The exact amount of yearly supplies purchased will be determined by call volume, type of call, and circumstance. The exact amounts for each vendor may increase or decrease. For example, the pandemic required more Personal Protective Equipment (PPE) supplies than we purchased the previous year. Many medical supplies have a short shelf life and are not ordered until in-house inventories reach predetermined levels. However, other items such as PPE have to be ordered well in advance because of availability. Not having purchase orders in place could jeopardize inventories of critical supplies after the start of the new budget year. Purchasing supplies "as-needed" or "just-in-time" may create higher costs and inventory shortages if supplies are not immediately available. This action supports Strategic Plan Goal 3 - Fiscal Responsibility (3.3); Goal 4 - Community Enhancement (4.2); Goal 7 - Operational Excellence (7.3, 7.7).

Once approved, no other action is required from Council. Upon approval, Procurement will issue the purchase orders after July 1, 2022 when the funds are available. Having these approved prior to the beginning of the budget year will expedite the purchasing process and reduce the potential for delays due to supply chain issues.

The vendors exceeding \$100,000 during the year are:

VENDOR	TYPE	ESTIMATED AMOUNT
Boundtree Medical	Medical Equipment and Supplies	\$ 113,181.30
Henry Schein	Medical Equipment and Supplies	\$ 195,999.87
Life Assist	Medical Equipment and Supplies	\$ 147,487.50
Medline Medical	Medical Equipment and Supplies	\$ 88,962.63
Nashville Medical	Medical Equipment and Supplies	\$ 256,493.75

ADDITIONAL COMMENTS FOR CONSIDERATION:

N/A

ATTACHMENTS:

1. List of equipment and supply items is attached.

2-47	Biohazard bags	Each	\$0.68	\$0.13	\$0.15	\$0.06	\$0.39	No bid	\$0.25	\$0.21	No bid	\$0.17		
2-48	Large sharps container	Each	\$3.29	\$3.17	\$3.90	\$4.91	\$3.39	No bid	\$5.65	\$3.33	No bid	\$3.19		
2-49	Small sharps (Post)	Each	\$1.45	\$5.48	\$2.00	\$6.74	\$2.89	No bid	\$8.95	\$1.47	No bid	\$6.79		
2-50	Small sharps (Medtronic)	Each	\$1.45	\$3.56	\$3.99	\$8.86	\$2.79	No bid	No bid	\$3.82	No bid	\$1.49		
2-51	Glove, gown, mask pack	Each	\$6.49	No bid	No bid	No bid	\$2.55	No bid	\$5.00	\$5.77	No bid	\$5.49		
2-52	Lancets	Boxes	\$6.95	\$10.35	\$19.50	No bid	\$9.90	No bid	No bid	\$7.65	No bid	DQ		
2-53	Sterile gloves	Each	DQ	No bid	DQ	No bid	No bid	DQ	No bid	DQ	No bid	DQ		
2-54	Alcohol preps	Each	\$0.01	\$0.01	\$0.01	\$0.02	\$0.01	\$0.02	\$2.30	\$0.01	No bid	\$0.01		
2-55	18ga Fill needle	Boxes	\$9.65	\$2.80	\$4.80	\$30.64	\$4.25	No bid	No bid	\$4.00	No bid	\$3.79		
2-56	20ga Fill needle	Boxes	\$9.65	\$1.40	\$4.80	\$70.28	\$4.25	No bid	No bid	\$4.00	No bid	\$3.79		
2-57	25ga Fill needle	Boxes	\$9.65	\$3.10	\$14.50	\$27.75	\$4.25	No bid	No bid	\$4.00	No bid	\$3.79		
2-58	1cc syringe	Each	\$0.24	\$0.10	\$0.08	\$17.40	\$0.11	No bid	No bid	\$0.09	No bid	\$0.09		
2-59	3cc syringe	Each	\$0.15	\$0.08	DQ	No bid	\$0.08	No bid	No bid	\$0.31	No bid	DQ		
2-60	6cc syringe	Each	\$0.33	\$0.26	\$0.14	DQ	\$0.13	No bid	No bid	\$0.26	No bid	\$0.32		
2-61	10/12cc syringe	Each	No bid	\$0.15	\$0.18	No bid	\$0.13	No bid	No bid	DQ	No bid	\$0.15		
2-62	20cc syringe	Each	\$0.58	\$0.16	\$0.23	\$0.59	\$0.22	No bid	No bid	\$0.21	No bid	\$0.22		
2-63	30/35cc syringe	Each	\$0.69	\$0.27	\$0.35	\$0.44	\$0.25	No bid	No bid	\$0.30	No bid	\$0.37		
2-64	60cc syringe	Each	\$0.79	\$0.43	\$0.55	\$0.59	\$0.47	No bid	No bid	\$0.52	No bid	\$0.49		
2-65	IV tourniquet	Each	\$0.08	\$0.08	\$0.11	\$0.11	\$0.09	No bid	No bid	\$0.10	No bid	\$0.87		
2-66	Emesis bags	Each	\$0.35	\$0.21	\$0.44	\$0.64	\$0.25	No bid	\$0.80	\$0.46	No bid	\$0.62		
2-67	Adult BP cuff	Each	\$6.00	\$5.16	\$8.00	\$8.76	\$5.49	No bid	No bid	\$7.74	No bid	\$13.19		
2-68	Pedi BP cuff	Each	\$6.00	\$5.12	\$8.00	\$6.77	\$5.49	No bid	No bid	\$8.06	No bid	\$15.06		
2-69	Inf BP cuff	Each	\$6.00	\$5.12	\$8.00	\$6.55	\$5.49	No bid	No bid	\$8.06	No bid	\$14.79		
2-70	Thigh cuff	Each	\$6.70	\$6.00	\$8.50	\$14.65	\$6.29	No bid	No bid	\$8.63	No bid	\$24.88		
2-71	Cyalume sticks	Each	DQ	\$1.68	\$1.80	No bid	No bid	No bid	No bid	\$1.98	No bid	No bid		
2-72	Emesis basins	Each	\$0.10	\$0.14	\$0.25	\$0.09	No bid	No bid	No bid	\$0.14	No bid	\$0.22		
2-73	Ice packs	Each	\$0.30	\$0.89	\$0.75	\$0.72	\$0.45	No bid	\$0.87	\$0.52	No bid	\$0.53		
2-74	Trauma shears	Each	\$0.72	\$0.62	\$0.80	\$1.91	\$0.69	No bid	No bid	\$0.74	No bid	\$12.88		
2-75	Urnal	Each	\$0.48	\$0.45	\$0.80	\$0.39	\$0.69	No bid	No bid	\$1.28	No bid	\$0.45		
2-76	Nail polish remover	Each	\$0.04	\$0.04	\$0.03	\$0.84	\$0.02	No bid	\$4.79	\$0.02	No bid	\$0.04		
2-77	Limb restraints	Each	\$3.86	\$3.13	\$3.75	\$3.45	\$2.69	No bid	No bid	\$3.83	No bid	\$5.49		
2-78	OB kits	Each	\$4.46	\$5.25	\$4.80	\$10.63	\$4.19	No bid	No bid	\$5.24	No bid	\$9.79		
2-79	12" Disposable splint	Each	\$0.79	\$0.57	\$1.00	No bid	No bid	No bid	No bid	\$1.04	No bid	No bid		
2-80	18" Disposable splint	Each	\$1.52	\$0.71	\$1.60	No bid	No bid	No bid	No bid	\$1.31	No bid	No bid		
2-81	24" Disposable splint	Each	\$1.48	\$1.26	\$1.75	No bid	No bid	No bid	No bid	\$1.58	No bid	No bid		
2-82	36" Disposable splint	Each	\$3.26	\$1.70	\$3.60	No bid	No bid	No bid	No bid	\$2.13	No bid	No bid		
2-83	KED	Each	\$51.34	\$63.69	\$63.00	No bid	\$47.69	No bid	No bid	\$58.75	No bid	No bid		
2-84	Traction splint	Each	\$136.20	\$112.54	DQ	No bid	\$89.00	No bid	No bid	\$324.99	No bid	DQ		
2-85	Reeves sleeve (or equiv.)	Each	\$569.80	\$734.48	\$720.00	No bid	No bid	No bid	No bid	\$707.32	No bid	\$849.00		
2-86	Reeves stretcher	Each	\$265.43	\$300.55	\$322.50	No bid	No bid	No bid	No bid	\$317.07	No bid	\$399.99		
2-87	5' Nylon strap	Each	\$7.35	\$6.55	\$7.75	No bid	\$4.95	No bid	No bid	\$8.24	No bid	No bid		
2-88	Surgical masks	Each	\$0.11	\$0.14	\$0.09	\$0.12	\$0.05	\$0.09	\$0.05	\$0.11	No bid	\$0.14		
2-89	Pediatric surgical masks	Each	DQ	No bid	DQ	No bid	No bid	DQ	DQ	DQ	No bid	DQ		

Medications

3-1	Fentanyl	Each	\$1.27	\$2.11	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-2	Versed	Each	DQ	\$1.53	\$2.60	No bid	No bid	No bid	No bid	No bid	No bid	\$2.61		
3-3	Adenocard	Each	\$2.49	\$2.25	\$4.75	\$4.48	No bid	No bid	No bid	No bid	No bid	No bid		
3-4	Duoneb	Each	\$0.37	\$0.24	\$0.35	\$0.28	No bid	No bid	No bid	No bid	No bid	No bid		
3-5	Albuterol	Each	\$0.13	\$0.14	\$0.17	\$0.33	No bid	No bid	No bid	No bid	No bid	\$9.27		
3-6	Atropine	Each	\$12.27	\$8.79	\$11.25	\$11.41	No bid	No bid	No bid	No bid	No bid	\$15.97		
3-7	Baby aspirin	Each	\$0.84	\$0.88	\$1.00	\$1.40	\$1.19	No bid	No bid	\$1.22	No bid	\$3.19		
3-8	Benadryl	Each	\$1.19	\$1.12	\$1.25	\$1.23	No bid	No bid	No bid	No bid	No bid	No bid		
3-9	Calcium gluconate	Each	\$11.95	\$13.79	\$12.00	\$13.81	No bid	No bid	No bid	No bid	No bid	No bid		
3-10	Caeftriaxone	Each	\$3.50	\$3.90	\$10.20	\$3.19	No bid	No bid	No bid	No bid	No bid	\$3.46		
3-11	Dextrose (D10)	Each	\$2.68	\$3.03	\$2.60	No bid	No bid	No bid	No bid	No bid	No bid	\$3.59		
3-12	Epi 1:10,000	Each	\$7.18	\$11.67	\$9.75	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-13	Epi 1:1,000	Each	\$18.70	\$19.94	\$15.50	DQ	No bid	No bid	No bid	No bid	No bid	No bid		
3-14	Glucagon	Each	\$179.00	\$223.90	\$175.99	DQ	No bid	No bid	No bid	No bid	No bid	\$232.52		
3-15	Lasix	Each	\$1.48	\$1.80	\$3.24	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-16	Levophed	Each	\$24.94	\$8.37	\$8.50	\$12.51	No bid	No bid	No bid	No bid	No bid	\$31.14		
3-17	Lidocaine 100mg	Each	\$4.66	\$4.96	\$3.67	\$3.95	No bid	No bid	No bid	No bid	No bid	No bid		
3-18	Lidocaine 2gm	Each	\$6.44	\$7.79	\$6.75	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-19	Magnesium sulfate	Each	No bid	No bid	DQ	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-20	Narcan (Inj.)	Each	\$19.73	\$6.57	DQ	\$6.83	No bid	No bid	No bid	No bid	No bid	\$27.68		
3-21	Narcan (Nasal)	2 pack	\$92.25	\$125.90	\$85.00	\$85.26	No bid	No bid	No bid	No bid	No bid	\$284.27		
3-22	Nitro paste	Each	\$2.78	\$2.93	\$2.60	\$2.33	No bid	No bid	No bid	No bid	No bid	No bid		
3-23	Nitro tab	Each	\$8.73	\$4.00	\$17.85	\$39.75	No bid	No bid	No bid	No bid	No bid	No bid		
3-24	Racemic epi	Each	\$2.70	\$1.13	\$1.35	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-25	Sodium bicarb (syringe)	Each	\$13.88	\$16.39	\$7.50	\$1.32	No bid	No bid	No bid	No bid	No bid	No bid		
3-26	Sodium bicarb (vial)	Each	\$13.88	\$12.10	\$7.50	\$11.48	No bid	No bid	No bid	No bid	No bid	No bid		
3-27	Solumedrol	Each	\$10.17	\$10.59	\$9.25	No bid	No bid	No bid	No bid	No bid	No bid	DQ		
3-28	Toradol	Each	\$1.11	\$1.21	\$1.54	\$0.91	No bid	No bid	No bid	No bid	No bid	\$1.75		
3-29	Zofran	Each	\$0.35	\$0.39	\$0.52	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-30	1000cc saline (Inj.)	Each	\$2.84	\$3.35	\$3.00	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-31	250cc saline (Inj.)	Each	\$2.65	\$3.21	\$2.90	No bid	No bid	No bid	No bid	No bid	No bid	No bid		

2-27	Suction tubing	Cases	\$77.00	\$45.45	\$37.50	\$28.96	\$32.69	No bid	No bid	\$52.00	No bid	\$87.49		
2-39	5"x9" Pads	Each	\$0.10	\$0.10	\$0.14	\$0.08	\$0.09	\$0.80	\$0.30	DQ	No bid	\$0.17		
2-47	Biohazard bags	Each	\$0.68	\$0.13	\$0.15	\$0.06	\$0.39	No bid	\$0.25	\$0.21	No bid	\$0.17		
2-72	Emesis basins	Each	\$0.10	\$0.14	\$0.25	\$0.09	No bid	No bid	No bid	\$0.14	No bid	\$0.22		
2-75	Urinal	Each	\$0.48	\$0.45	\$0.80	\$0.39	\$0.69	No bid	No bid	\$1.28	No bid	\$0.45		
2-95	Pulse oximeter	Each	\$152.65	\$15.45	\$36.25	\$25.62	\$16.79	No bid	\$10.00	\$18.99	No bid	\$34.59		
2-6	AMBU Rescue key	Each	\$4.16	No bid	\$4.50	No bid	\$2.39	No bid	No bid	\$4.15	No bid	No bid		
2-7	Adult BVM	Each	\$9.22	\$12.78	No bid	\$11.39	\$8.49	No bid	No bid	\$8.87	No bid	No bid		
2-8	Pedi BVM	Each	\$14.75	\$15.00	No bid	\$9.23	\$8.49	No bid	No bid	DQ	No bid	No bid		
2-9	Inf BVM	Each	\$11.00	\$15.00	No bid	\$17.03	\$8.49	No bid	No bid	\$15.49	No bid	No bid		
2-11	ET Tube 5.5-8	Each	\$0.67	\$0.60	\$0.86	\$1.18	\$0.63	No bid	No bid	\$0.77	No bid	\$1.39		
2-12	Adult stylette	Each	\$0.91	\$2.15	\$1.80	\$1.33	\$0.65	No bid	No bid	\$2.32	No bid	No bid		
2-13	Pedi stylette	Each	\$0.91	\$2.15	\$2.75	\$1.13	\$0.65	No bid	No bid	\$3.02	No bid	No bid		
2-14	Bougie	Each	\$6.71	\$4.02	\$7.10	\$5.59	\$2.79	No bid	No bid	\$5.77	No bid	\$5.79		
2-15	Laryngoscope bulbs	Each	\$2.10	\$1.72	\$2.35	No bid	\$0.95	No bid	No bid	\$1.59	No bid	No bid		
2-16	KY gel packets	Boxes	\$6.79	\$5.95	\$6.45	\$7.42	\$5.89	No bid	No bid	DQ	No bid	DQ		
2-19	Adult NRB	Cases	\$42.51	\$47.50	\$38.75	\$41.00	\$33.39	No bid	No bid	\$43.50	No bid	\$65.95		
2-20	Pedi NRB	Cases	\$42.50	\$74.50	\$63.25	\$53.85	\$33.39	No bid	No bid	\$67.32	No bid	\$63.49		
2-21	O2 tubing	Cases	\$18.50	\$19.00	\$18.75	\$16.00	\$12.89	No bid	No bid	\$17.43	No bid	\$59.88		
2-22	NPAs (14fr-34fr)	Boxes	\$14.50	\$18.74	\$17.75	\$27.06	\$13.90	No bid	No bid	\$18.45	No bid	\$20.99		
2-24	O2 wrench	Each	\$0.75	\$0.40	\$0.82	\$0.52	\$0.39	No bid	No bid	\$0.48	No bid	No bid		
2-28	Yankauer	Cases	\$26.50	\$22.50	\$27.25	\$20.92	\$17.89	No bid	No bid	\$27.00	No bid	\$24.99		
2-29	Magill forceps	Each	\$3.70	\$4.45	\$4.30	\$4.30	\$2.99	No bid	No bid	\$3.70	No bid	\$7.49		
2-31	Meconium aspirators	Each	\$4.48	\$5.69	\$4.35	\$5.60	\$2.89	No bid	No bid	\$5.38	No bid	No bid		
2-32	Bite sticks	Each	\$0.42	\$0.30	\$0.33	\$0.87	\$0.29	No bid	No bid	\$0.46	No bid	\$0.49		
2-33	Barbed O2 adapter	Each	\$0.95	DQ	\$0.50	\$9.93	\$0.42	No bid	No bid	\$5.06	No bid	No bid		
2-34	Bulb syringe	Each	\$0.64	\$0.84	\$0.90	\$1.35	\$0.45	No bid	No bid	\$1.03	No bid	\$0.59		
2-36	Laryngoscope blades	Each	DQ	\$11.76	DQ	\$20.06	\$5.99	No bid	No bid	\$9.25	No bid	\$21.59		
2-37	2x2 gauze	Sleeves	\$0.93	\$0.90	\$1.20	\$0.98	\$0.89	No bid	No bid	\$2.25	\$1.41	No bid	DQ	
2-40	3" ACE wrap	Each	\$0.37	\$0.47	\$0.65	\$0.55	\$0.29	\$3.69	No bid	\$0.50	No bid	\$0.49		
2-41	4" ACE wrap	Each	\$0.46	\$0.58	\$0.80	\$1.50	\$0.39	\$3.46	No bid	\$0.70	No bid	\$0.59		
2-43	Burn sheets	Each	\$1.96	\$2.55	\$3.00	\$2.64	\$1.45	No bid	No bid	\$1.69	No bid	\$2.89		
2-44	Trauma dressing	Each	\$0.92	\$0.72	\$1.10	\$0.74	\$0.69	No bid	No bid	\$1.14	No bid	\$1.24		
2-45	Triangular bandage	Each	\$0.40	DQ	\$0.42	\$0.39	\$0.29	No bid	\$0.95	\$0.29	No bid	DQ		
2-46	Vaseline gauze	Each	\$0.74	No bid	\$0.95	\$0.68	\$0.44	No bid	No bid	\$0.55	No bid	\$0.69		
2-51	Glove, gown, mask pack	Each	\$6.49	No bid	No bid	No bid	\$2.55	No bid	\$5.00	\$5.77	No bid	\$5.49		
2-60	6cc syringe	Each	\$0.33	\$0.26	\$0.14	DQ	\$0.13	No bid	No bid	\$0.26	No bid	\$0.32		
2-61	10/12cc syringe	Each	No bid	\$0.15	\$0.18	No bid	\$0.13	No bid	No bid	DQ	No bid	\$0.15		
2-63	30/35cc syringe	Each	\$0.69	\$0.27	\$0.35	\$0.44	\$0.25	No bid	No bid	\$0.30	No bid	\$0.37		
2-76	Nail polish remover	Each	\$0.04	\$0.04	\$0.03	\$0.84	\$0.02	No bid	\$4.79	\$0.02	No bid	\$0.04		
2-77	Limb restraints	Each	\$3.86	\$3.13	\$3.75	\$3.45	\$2.69	No bid	No bid	\$3.83	No bid	\$5.49		
2-78	OB kits	Each	\$4.46	\$5.25	\$4.80	\$10.53	\$4.19	No bid	No bid	\$5.24	No bid	\$9.79		
2-83	KED	Each	\$51.34	\$63.69	\$63.00	No bid	\$47.69	No bid	No bid	\$58.75	No bid	No bid		
2-84	Traction splint	Each	\$136.20	\$112.54	DQ	No bid	\$89.00	No bid	No bid	\$324.99	No bid	DQ		
2-87	5" Nylon strap	Each	\$7.35	\$6.55	\$7.75	No bid	\$4.95	No bid	No bid	\$8.24	No bid	No bid		
2-88	Surgical masks	Each	\$0.11	\$0.14	\$0.09	\$0.12	\$0.05	\$0.09	\$0.05	\$0.11	No bid	\$0.14		

Medications

3-1	Fentanyl	Each	\$1.27	\$2.11	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-2	Versed	Each	DQ	\$1.53	\$2.60	No bid	No bid	No bid	No bid	No bid	No bid	\$2.61		
3-5	Albuterol	Each	\$0.13	\$0.14	\$0.17	\$0.33	No bid	No bid	No bid	No bid	No bid	\$9.27		
3-7	Baby aspirin	Each	\$0.84	\$0.88	\$1.00	\$1.40	\$1.19	No bid	No bid	\$1.22	No bid	\$3.19		
3-9	Calcium gluconate	Each	\$11.95	\$13.79	\$12.00	\$13.81	No bid	No bid	No bid	No bid	No bid	No bid		
3-12	Epi 1:10,000	Each	\$7.18	\$11.67	\$9.75	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-15	Lasix	Each	\$1.48	\$1.80	\$3.24	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-18	Lidocaine 2gm	Each	\$6.44	\$7.79	\$6.75	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-29	Zofran	Each	\$0.35	\$0.39	\$0.52	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-30	1000cc saline (Inj.)	Each	\$2.84	\$3.35	\$3.00	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-31	250cc saline (Inj.)	Each	\$2.65	\$3.21	\$2.90	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-3	Adenocard	Each	\$2.49	\$2.25	\$4.75	\$4.48	No bid	No bid	No bid	No bid	No bid	No bid		
3-4	Duoneb	Each	\$0.37	\$0.24	\$0.35	\$0.28	No bid	No bid	No bid	No bid	No bid	No bid		
3-6	Atropine	Each	\$12.27	\$8.79	\$11.25	\$11.41	No bid	No bid	No bid	No bid	No bid	\$15.97		
3-8	Benadryl	Each	\$1.19	\$1.12	\$1.25	\$1.23	No bid	No bid	No bid	No bid	No bid	No bid		
3-16	Levophed	Each	\$24.94	\$8.37	\$8.50	\$12.51	No bid	No bid	No bid	No bid	No bid	\$31.14		
3-20	Narcan (Inj.)	Each	\$19.73	\$6.57	DQ	\$6.83	No bid	No bid	No bid	No bid	No bid	\$27.68		
3-23	Nitro tab	Each	\$8.73	\$4.00	\$17.85	\$39.75	No bid	No bid	No bid	No bid	No bid	No bid		
3-24	Racemic epi	Each	\$2.70	\$1.13	\$1.35	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-11	Dextrose (D10)	Each	\$2.68	\$3.03	\$2.60	No bid	No bid	No bid	No bid	No bid	No bid	\$3.59		
3-13	Epi 1:1,000	Each	\$18.70	\$19.94	\$15.50	DQ	No bid	No bid	No bid	No bid	No bid	No bid		
3-14	Glucagon	Each	\$179.00	\$223.90	\$175.99	DQ	No bid	No bid	No bid	No bid	No bid	\$232.52		
3-17	Lidocaine 100mg	Each	\$4.66	\$4.96	\$3.67	\$3.95	No bid	No bid	No bid	No bid	No bid	No bid		
3-19	Magnesium sulfate	Each	No bid	No bid	DQ	No bid	No bid	No bid	No bid	No bid	No bid	No bid		
3-21	Narcan (Nasal)	2 pack	\$92.25	\$125.90	\$85.00	\$85.26	No bid	No bid	No bid	No bid	No bid	\$284.27		
3-26	Sodium bicarb (vial)	Each	\$13.88	\$12.10	\$7.50	\$11.48	No bid	No bid	No bid	No bid	No bid	No bid		
3-27	Solumedrol	Each	\$10.17	\$10.59	\$9.25	No bid	No bid	No bid	No bid	No bid	No bid	DQ		
3-10	Caeftriaxone	Each	\$3.50	\$3.90	\$10.20	\$3.19	No bid	No bid	No bid	No bid	No bid	\$3.46		
3-22	Nitro paste	Each	\$2.78	\$2.93	\$2.60	\$2.33	No bid	No bid	No bid	No bid	No bid	No bid		
3-25	Sodium bicarb (syringe)	Each	\$13.88	\$16.39	\$7.50	\$1.32	No bid	No bid	No bid	No bid	No bid	No bid		
3-28	Toradol	Each	\$1.11	\$1.21	\$1.54	\$0.91	No bid	No bid	No bid	No bid	No bid	\$1.75		

Boundtree

Total: \$113,181.30
Tax: \$8,383.80
Subtotal: \$104,797.50

<https://www.boundtree.com/>

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
No Substitutions Permitted							
1-7	Adult filterline set (ETCO2)	Each	174620	500	\$7.40	\$3,700.00	Good
1-8	Infant filterline set (ETCO2)	Each	176324	75	\$10.85	\$813.75	Good
1-16	Hand held nebulizer	Cases	301-200	60	\$27.00	\$1,620.00	Good
1-17	Iso-Gard HEPA filter	Each	12155	3000	\$3.75	\$11,250.00	Good
1-18	LSP main O2 regulator	Each	380060B	20	\$156.75	\$3,135.00	Good
1-20	O2 Flow meter	Each			\$79.10		Could not find on ML nor BT website.
1-32	Glucometer	Each	2761-20011	150	\$0.00	\$0.00	Good
1-33	Chem strips	Boxes	199995	850	\$8.19	\$6,961.50	Good, email on 18 Apr confirms these are individually wrapped.
1-39	14ga Decompression	Boxes	352832	15	\$50.80	\$762.00	Email on 18 Apr advises these
1-44	Emergency blanket	Each	12945	100	\$0.44	\$44.00	Good, not MSB100 though
1-46	Bed pan	Each	721-H100-10EA	100	\$0.97	\$97.00	Good
1-50	N95, 9205+	Each	1031-09205		\$0.89		Could not find on website.
1-59	KV #2 channeled	Each	2146-KVA23	50	\$13.80	\$690.00	Good
1-60	KV #2 standard	Each	2146-KVA22	50	\$13.80	\$690.00	Good
1-61	KV #3 channeled	Each	2144-KV033	200	\$40.07	\$8,014.00	These are for the A blade from ML, BT Good
1-62	KV #3 standard	Each	2144-KV031	200	\$34.70	\$6,940.00	Good
1-63	Hyfin chest seal	Each	NAR10-0037	250	\$7.02	\$1,755.00	Good
Substitutions Permitted							
2-2	Glucose gel	Each	LN7637	1000	\$1.24	\$1,240.00	Good
2-10	ET Tube 2.5-5	Each	2113-20325	500	\$0.45	\$225.00	Good, 2113-20325 to 2113-20350 (all need to match bid price)
2-17	Adult nasal cannula	Cases	30050	200	\$12.50	\$2,500.00	Good
2-18	Pedi nasal cannula	Cases	30056	15	\$12.50	\$187.50	Good
2-23	OPAs (40-100mm)	Each	2010-34040	700	\$0.14	\$98.00	Good, 2010-34040 to 2010-24100
2-26	Suction catheter (6fr-18fr)	Each	36090	600	\$0.13	\$78.00	Good, 36090 to 36096
2-36	Laryngoscope blades	Each			\$3.60		Disposable blades listed on LA & BT website
2-38	4x4 Gauze	Each	1212-12102	16000	\$0.02	\$320.00	Good
2-49	Small sharps (Post)	Each	1860-08702	312	\$1.45	\$452.40	Different style
2-50	Small sharps (Medtronic)	Each	1860-08702	300	\$1.45	\$435.00	Different style
2-52	Lancets	Boxes	2764-70725	350	\$6.95	\$2,432.50	Vessel does not appear to be a single use safety lancet, appears that it requires another device to be used. BT Good
2-53	Sterile gloves	Each	1014-95004		\$1.37		Could not find on website
2-54	Alcohol preps	Each	1330-85300	80000	\$0.01	\$800.00	Good
2-71	Cyalume sticks	Each	1093		\$0.99		BT website shows these discontinued.
2-73	Ice packs	Each	1431-66000	1500	\$0.30	\$450.00	Good
2-85	Reeves sleeve (or equiv.)	Each	471220	10	\$569.80	\$5,698.00	Good
2-86	Reeves stretcher	Each	476153	10	\$265.43	\$2,654.30	Good
Medications							
3-1	Fentanyl	Each	379094	500	\$1.27	\$635.00	Good
3-2	Versed	Each	371113		\$1.45		BT wrong concentration
3-5	Albuterol	Each	9501-25	3000	\$0.13	\$390.00	Good
3-7	Baby aspirin	Each	1310-04073	300	\$0.84	\$252.00	Good
3-9	Calcium gluconate	Each	360-19	125	\$11.95	\$1,493.75	Good
3-12	Epi 1:10,000	Each	374921	2500	\$7.18	\$17,950.00	Good
3-15	Lasix	Each	0283-25	225	\$1.48	\$333.00	Good
3-18	Lidocaine 2gm	Each	5876	70	\$6.44	\$450.80	Good, have to order by case
3-29	Zofran	Each	6130-05	1500	\$0.35	\$525.00	Good
3-30	1000cc saline (Inj.)	Each	7800-09	6500	\$2.84	\$18,460.00	Good
3-31	250cc saline (Inj.)	Each	358002	100	\$2.65	\$265.00	Good

Henry Schein

Total: \$195,999.87

Tax: \$14,518.51

<https://www.henryschein.com/us-en/medical/default.aspx?did=medical>

Subtotal: \$181,481.36

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
No Substitutions Permitted							
1-19	LSP portable O2 regulator	Each	4990456	40	\$196.15	\$7,846.00	Good, could only find while logged in to website
1-23	V-Vac cannister	Each	1096779	100	\$22.96	\$2,296.00	Good
1-24	V-Vac catheter	Pack	2202739	20	\$14.13	\$282.60	Good
1-25	V-Vac adapter tip	Pack	2201850	20	\$28.26	\$565.20	Good
1-34	Gloves (nitrile)	Cases	1070500	750	\$136.40	\$102,300.00	Good, 1070500,1070501, 1070502, 1070530, 1070540
1-35	Super-Sani cloth	Cases	1135423	200	\$60.48	\$12,096.00	Good
1-36	10gtt sets	Cases	1392522	150	\$64.08	\$9,612.00	Good
1-37	60gtt sets	Cases	4996125	5	\$70.50	\$352.50	Good
1-38	9in INT Ext	Cases	7003003	300	\$47.88	\$14,364.00	Good
Substitutions Permitted							
2-1	Prefill syringes (10cc)	Each	7005049	20000	\$0.28	\$5,600.00	Good
2-3	Triple antibiotic ointment	Boxes	9004788	20	\$7.83	\$156.60	Per email on 1 Apr from C. Bartell with ML, this item has been discontinued. HS shows this item temporarily unavailable.
2-4	Saline for irrigation	Each	7004595	650	\$1.82	\$1,183.00	Good
2-5	Sterile water for irrigation	Each	7004598	650	\$1.82	\$1,183.00	Good
2-25	Stethoscope	Each	7020313	30	\$1.94	\$58.20	Good
2-33	Barbed O2 adapter	Each	8-2311-20		\$0.30		Could not find on website
2-35	Pulse oximeter	Each	7020305	30	\$15.45	\$463.50	No website for Mini Wing, HS Good
2-42	Band-aids	Boxes	1126138	200	\$0.99	\$198.00	Good
2-45	Triangular bandage	Each	4998403		\$0.25		Says non-woven, can not verify these are cotton or muslin
2-48	Large sharps container	Each	1536190	288	\$3.17	\$912.96	Good
2-55	18ga Fill needle	Boxes	9004469	20	\$2.80	\$56.00	Good
2-56	20ga Fill needle	Boxes	1127109	10	\$1.40	\$14.00	Good
2-57	25ga Fill needle	Boxes	9004468	10	\$3.10	\$31.00	Good
2-59	3cc syringe	Each	9004462	5000	\$0.08	\$400.00	Could not find on LA website. HS Good
2-62	20cc syringe	Each	7005973	100	\$0.16	\$16.00	Good
2-64	60cc syringe	Each	7005970	1000	\$0.43	\$430.00	Good
2-65	IV tourniquet	Each	1335390	8000	\$0.08	\$640.00	Good
2-66	Emesis bags	Each	5701178	6500	\$0.21	\$1,365.00	Good
2-67	Adult BP cuff	Each	7020308	50	\$5.16	\$258.00	Good
2-68	Pedi BP cuff	Each	7020309	25	\$5.12	\$128.00	Good
2-69	Inf BP cuff	Each	7020310	15	\$5.12	\$76.80	Good
2-70	Thigh cuff	Each	7020311	10	\$6.00	\$60.00	Good
2-71	Cyalume sticks	Each	4996611	200	\$1.68	\$336.00	BT website showed these were discontinued. HS Good
2-74	Trauma shears	Each	7004481	100	\$0.62	\$62.00	Good
2-79	12" Disposable splint	Each	7004791	100	\$0.57	\$57.00	Good
2-80	18" Disposable splint	Each	7005262	150	\$0.71	\$106.50	Good
2-81	24" Disposable splint	Each	7005247	200	\$1.26	\$252.00	Good
2-82	36" Disposable splint	Each	7004812	100	\$1.70	\$170.00	Good
Medications							
3-2	Versed	Each	1277867	650	\$1.53	\$994.50	BT had wrong concentration, HS Good
3-3	Adenocard	Each	1404750	550	\$2.25	\$1,237.50	Good
3-4	Duoneb	Each	1253909	2600	\$0.24	\$624.00	Good
3-6	Atropine	Each	2580091	150	\$8.79	\$1,318.50	Good, but tall box
3-8	Benadryl	Each	1381079	350	\$1.12	\$392.00	Good
3-16	Levophed	Each	1410331	100	\$8.37	\$837.00	Good
3-20	Narcan (Inj.) **	Each	1401512	1500	\$6.57	\$9,855.00	Could not find on LA website, last year I believe this was a prefill syringe. HS shows temp unavailable.
3-23	Nitro tab	Each	1380987	150	\$4.00	\$600.00	Good
3-24	Racemic epi	Each	1401503	1500	\$1.13	\$1,695.00	Good

** Per email from EMSbids on 13 Apr, Narcan will be replaced with item #1381040 at the

Life Assist

<https://www.life-assist.com/>

Total: \$147,487.50
Tax: \$10,925.00
Subtotal: \$136,562.50

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
No Substitutions Permitted							
1-14	Adult Thomas tube holder	Each	AC170	450	\$2.50	\$1,125.00	Good
1-15	Inf Thomas tube holder	Each	AC180	100	\$2.50	\$250.00	Good
1-21	Suction canister	Cases	OK1200	10	\$135.00	\$1,350.00	Good
1-22	V-Vac starter kit	Each	OK100	50	\$90.00	\$4,500.00	Good
1-26	3" Kling	Cases	BJ703	40	\$29.30	\$1,172.00	Good
1-30	CAT tourniquet	Each	TQ0023-ORG	250	\$20.50	\$5,125.00	No website for Mini Wing, LA Good
1-31	PAWs wipes	Boxes	AL3440	400	\$4.10	\$1,640.00	Good
1-45	Mega mover	Each	BS4381-WHT	250	\$14.00	\$3,500.00	Good
1-48	HIDs	Cases	SY675	12	\$336.50	\$4,038.00	Good
1-49	C-Collars	Cases	CX641	50	\$68.00	\$3,400.00	Good, CX641, CX642, CX643, CX644, CX645, CX646
1-51	N95, 1860S	Each	IC1860S	3000	\$0.81	\$2,430.00	Good
Substitutions Permitted							
2-30	BVM masks	Each	OM7290	200	\$0.75	\$150.00	Good?, non-inflating masks. OM7290, OM7291, OM7292, OM7293, OM7294, OM7295
2-36	Laryngoscope blades	Each	LY6060		\$3.60		Disposable blades, LY6060, LY6061, LY6062, LY6063, LY6064, LY5061, LY5062, LY5063, LY5064
2-53	Sterile gloves	Each	GLA4152		\$1.00		Could not find on website
2-58	1cc syringe	Each	IT1CC25	1100	\$0.08	\$88.00	Good
2-59	3cc syringe	Each	IT26105		\$0.08		Could not find on LA website
2-84	Traction splint	Each	SP901A		\$71.00		Disposable style on Vessel, Different style on LA
2-89	Pediatric surgical masks	Each			\$0.07		Could not find on website
Medications							
3-11	Dextrose (D10)	Each	SL5202	800	\$2.60	\$2,080.00	Good
3-13	Epi 1:1,000	Each	DR0159-25	2500	\$15.50	\$38,750.00	ML item # pulls up ampules, not SDV. LA Good
3-14	Glucagon	Each	DR0260-10	300	\$175.99	\$52,797.00	Good
3-17	Lidocaine 100mg	Each	DR4903-34	250	\$3.67	\$917.50	Good
3-19	Magnesium sulfate	Each	DR0612-81		\$21.35		Could not find on LA website
3-20	Narcan (Inj.)	Each	CHI_DR0071-10		\$5.63		Could not find on LA website, last year I believe this was a prefill syringe
3-21	Narcan (Nasal)	2 pack	DR0353-02A	75	\$85.00	\$6,375.00	Good
3-26	Sodium bicarb (vial)	Each	DR5001-05	300	\$7.50	\$2,250.00	Good
3-27	Solumedrol	Each	DR0047-22	500	\$9.25	\$4,625.00	Could not find on Vessel website, LA Good

Medline<https://www.medline.com/>

Total: \$88,962.63
Tax: \$6,589.82
Subtotal: \$82,372.81

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
No Substitutions Permitted							
1-1	Auvi-Q Epi-pen	2 pack	60842-022-01	75	\$258.53	\$19,389.75	Good
1-2	Auvi-Q Epi-pen Jr.	2 pack	60842-023-01	75	\$258.53	\$19,389.75	Good
1-16	Hand held nebulizer	Cases	TAH301200		\$2.26		Aerogen brand, not the brands listed?
1-20	O2 Flow meter	Each	RTFM0150M		\$28.96		Could not find on website
1-43	Venigard	Cases	CND7054431Z	35	\$54.45	\$1,905.75	Good
1-47	D Sheets	Cases	NON24335	1800	\$21.44	\$38,592.00	Looks good, has Medline listed as the manufacturer
1-61	KV #3 channeled	Each	AMBKVLAB3		\$22.77		These are for the A blade
Substitutions Permitted							
2-3	Triple antibiotic ointment	Boxes	CUR001209Z		\$7.20		Per email on 1 Apr from C. Bartell, this item has been discontinued.
2-27	Suction tubing	Cases	OR56A	12	\$28.96	\$347.52	Good
2-39	5"x9" Pads	Each	PRM21450	2500	\$0.08	\$200.00	Good
2-47	Biohazard bags	Each	NONHDR33	3000	\$0.06	\$180.00	Good
2-60	6cc syringe	Each	SYR110215Z		\$0.13		Item # brings up a 10cc syringe
2-72	Emesis basins	Each	DYND80327	150	\$0.09	\$13.50	Good
2-75	Urinal	Each	DYND80235S	150	\$0.39	\$58.50	Good
Medications							
3-10	Caeftriaxone	Each	0409-7335-03	100	\$3.19	\$319.00	Good
3-13	Epi 1:1,000	Each	54288-103-10		\$12.07		Item # pulls up ampules, not SDV
3-14	Glucagon	Each	63323-593-03		\$142.65		See email from 13 Apr with Cindy Bartell and Jennifer.
3-22	Nitro paste	Each	0281-0326-08	288	\$2.33	\$671.04	Good
3-25	Sodium bicarb (syringe)	Each	0409-6637-14	300	\$1.32	\$396.00	Good
3-28	Toradol	Each	63323-162-01	1000	\$0.91	\$910.00	Good

Nashville Medical

<http://nashvilleemssshop.com/>

Total: \$256,493.75
Tax: \$18,999.54
Subtotal: \$237,494.21

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
No Substitutions Permitted							
1-3	Adult electrodes	Cases	SP-00-S/50	200	\$383.60	\$76,720.00	Good
1-4	Edge-Quick Adult pads	Each	11996-000091	600	\$22.89	\$13,734.00	Could not find on Vessel website, Nash. Good
1-5	Edge-Quick Inf pads	Each	11996-000093	65	\$28.19	\$1,832.35	Could not find on Vessel website, Nash. Good
1-6	LP15 monitor paper	Rolls	11240-000032	1000	\$9.19	\$9,190.00	Good
1-9	LMA #1	Boxes	321150000	7	\$99.00	\$693.00	Good
1-10	LMA #1.5	Boxes	321150000	7	\$99.00	\$693.00	Good
1-11	CPAP circuit	Cases	1900-124-MC10	70	\$476.49	\$33,354.30	Good
1-12	Large CPAP mask	Each	1900-444-10P	50	\$12.69	\$634.50	Good
1-13	Sm CPAP mask	Each	1900-222-10P	50	\$11.59	\$579.50	Good
1-27	1" Tape	Cases	3M1527-1	12	\$78.89	\$946.68	Good
1-28	2" Tape	Cases	3M1527-2	5	\$78.89	\$394.45	Good
1-29	3" Tape	Cases	3M1527-3	6	\$78.89	\$473.34	Good
1-40	Jelcos (24ga-14ga)	Cases	ProtectIV	150	\$257.69	\$38,653.50	Good
1-41	15ga IO needle	Each	DIN1515X	75	\$8.90	\$667.50	Good
1-42	18ga IO needle	Each	DIN1518X	75	\$8.90	\$667.50	Good
1-52	King airway #0	Each	KLTSD #420	70	\$26.19	\$1,833.30	Good
1-53	King airway #1	Each	KLTSD #421	70	\$26.19	\$1,833.30	Good
1-54	King airway #2	Each	KLTSD #422	70	\$26.19	\$1,833.30	Good
1-55	King airway #2.5	Each	KLTSD #4225	70	\$26.19	\$1,833.30	Good
1-56	King airway #3	Each	KLTSD #423	100	\$26.19	\$2,619.00	Good
1-57	King airway #4	Each	KLTSD #424	350	\$26.19	\$9,166.50	Good
1-58	King airway #5	Each	KLTSD #425	250	\$26.19	\$6,547.50	Good
Substitutions Permitted							
2-6	AMBU Rescue key	Each	Kentron #809920	150	\$2.39	\$358.50	Good
2-7	Adult BVM	Each	KEN#779500	850	\$8.49	\$7,216.50	Good
2-8	Pedi BVM	Each	KEN#779501	50	\$8.49	\$424.50	Good
2-9	Inf BVM	Each	KEN#779501	50	\$8.49	\$424.50	Good
2-11	ET Tube 5.5-8	Each	KEN#749955	800	\$0.63	\$504.00	Good
2-12	Adult stylette	Each	KEN#729914	350	\$0.65	\$227.50	Good
2-13	Pedi stylette	Each	KEN#729906	150	\$0.65	\$97.50	Good
2-14	Bougie	Each	KEN#799915	150	\$2.79	\$418.50	Good
2-15	Laryngoscope bulbs	Each	KEN#1100B	200	\$0.95	\$190.00	Good
2-16	KY gel packets	Boxes	DYN#1250	15	\$5.89	\$88.35	Good
2-19	Adult NRB	Cases	KEN#999108	100	\$33.39	\$3,339.00	Good
2-20	Pedi NRB	Cases	KEN#999109	15	\$33.39	\$500.85	Good
2-21	O2 tubing	Cases	KEN#333400	10	\$12.89	\$128.90	Good
2-22	NPAs (14fr-34fr)	Boxes	KEN#804414	200	\$13.90	\$2,780.00	Good
2-24	O2 wrench	Each	KEN#550025	200	\$0.39	\$78.00	Good
2-28	Yankauer	Cases	KEN#887710	11	\$17.89	\$196.79	Good
2-29	Magill forceps	Each	KEN#KI298-97	30	\$2.99	\$89.70	Good
2-31	Meconium aspirators	Each	NEOTEC#N0101	50	\$2.89	\$144.50	Good
2-32	Bite sticks	Each	KEN#404065	50	\$0.29	\$14.50	Good
2-33	Barbed O2 adapter	Each	KEN#550000	100	\$0.42	\$42.00	Could not find on HS website, Nash. Good

2-34	Bulb syringe	Each	KEN#350200	50	\$0.45	\$22.50	Good
2-36	Laryngoscope blades	Each	KEN#MC26003	50	\$5.99	\$299.50	Disposable blades listed on LA & BT website
2-37	2x2 gauze	Sleeves	KEN#228111	1000	\$0.89	\$890.00	Could not find on Vessel website, Nash. Good
2-40	3" ACE wrap	Each	KEN#670723	150	\$0.29	\$43.50	Good
2-41	4" ACE wrap	Each	KEN#670724	250	\$0.39	\$97.50	Good
2-43	Burn sheets	Each	KEN#888111	100	\$1.45	\$145.00	Good
2-44	Trauma dressing	Each	KEN#771230	200	\$0.69	\$138.00	Good
2-45	Triangular bandage	Each	KEN#404056	1400	\$0.29	\$406.00	HS says non-woven, can not verify these are cotton or muslin, Nash. Good
2-46	Vaseline gauze	Each	KEN#887339	500	\$0.44	\$220.00	Good
2-51	Glove, gown, mask pack	Each	KEN#211333	100	\$2.55	\$255.00	Good
2-60	6cc syringe	Each	DYN7006	500	\$0.13	\$65.00	ML Item # brings up a 10cc syringe, Nash. Good
2-61	10/12cc syringe	Each	DYN7010	600	\$0.13	\$78.00	No needle on QM item #, Nash. Good
2-63	30/35cc syringe	Each	DYN6992	150	\$0.25	\$37.50	Good
2-76	Nail polish remover	Each	KEN#553-33	2000	\$0.02	\$40.00	Good
2-77	Limb restraints	Each	KEN#301100	550	\$2.69	\$1,479.50	Good
2-78	OB kits	Each	KEN#999700	60	\$4.19	\$251.40	Good
2-83	KED	Each	KEN#881213G	10	\$47.69	\$476.90	Good
2-84	Traction splint	Each	KEN#222888	10	\$89.00	\$890.00	Disposable style, Nash. Good
2-87	5' Nylon strap	Each	KEN#323605	100	\$4.95	\$495.00	Good
2-88	Surgical masks	Each	KEN#FM9904	200000	\$0.05	\$9,000.00	Good

Medications

Total: \$0.00
Tax: \$0.00
Subtotal: \$0.00

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
No Substitutions Permitted							
1-20	O2 Flow meter	Each					
1-50	N95, 9205+	Each					
Substitutions Permitted							
2-53	Sterile gloves	Each					
2-89	Pediatric surgical masks	Each					
Medications							

Buyer's Point

Total: \$0.00
Tax: \$0.00
Subtotal: \$0.00

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
No Substitutions Permitted							
1-6	LP15 monitor paper	Rolls			\$1.90		
1-50	N95, 9205+	Each			\$0.89		Could not find on BT website.
Substitutions Permitted							
2-53	Sterile gloves	Each			\$0.08		
2-89	Pediatric surgical masks	Each			\$0.07		Could not find on LA website

Medications

??

Total: \$0.00
Tax: \$0.00
Subtotal: \$0.00

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
	No Substitutions Permitted						
1-30	CAT tourniquet	Each	DYND75020		\$20.00		No website
	Substitutions Permitted						
2-35	Pulse oximeter	Each	OX-822		\$10.00		No website
	Medications						

Quadmed

<https://quadmed.com/>

Total: \$0.00
Tax: \$0.00
Subtotal: \$0.00

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
No Substitutions Permitted							
1-20	O2 Flow meter	Each			\$28.96		Could not find on ML nor BT website, may not award.
1-25	V-Vac adapter tip	Pack	EAW-2243		\$27.68		Good
Substitutions Permitted							
2-8	Pedi BVM	Each	EAW-2712		\$7.21		Good
2-16	KY gel packets	Boxes	EFA-417310		\$5.50		Good
2-39	5"x9" Pads	Each	EFA-1060		\$0.02		Good
2-61	10/12cc syringe	Each	EDI-340005		\$0.11		No needle

Medications

Total: \$0.00
Tax: \$0.00
Subtotal: \$0.00

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
	No Substitutions Permitted						
	Substitutions Permitted						
	Medications						

Vessel

Total: \$0.00
Tax: \$0.00
Subtotal: \$0.00

<https://shop.vesselmedical.com/store/index.php>

Item #	Item	Pack	Vendor item #	Qty	Price	Cost	Notes:
No Substitutions Permitted							
1-4	Edge-Quick Adult pads	Each	11996-000091		\$14.52		Could not find on website
1-5	Edge-Quick Inf pads	Each	11996-000093		\$17.69		Could not find on website
Substitutions Permitted							
2-37	2x2 gauze	Sleeves	P159522		\$0.65		Could not find on website
2-45	Triangular bandage	Each			\$0.25		HS says non-woven, can not verify these are cotton or muslin
2-52	Lancets	Boxes	880125		\$2.39		Does not appear to be a single use, safety lancet. Appears that it requires another device to be used.
2-59	3cc syringe	Each	26105		\$0.07		Looks ok, want to confirm they are individually wrapped.
2-84	Traction splint	Each	79-99890		\$19.88		Disposable style? Was not specified on bid sheet.
Medications							
3-27	Solumedrol	Each	3820015		\$1.49		Could not find on website

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Christopher S. Eversmann, PE, AAE	Title:	General Manager
Department:	Public Works	Division:	Airport
Date Prepared:	May 3, 2022	Meeting Date:	May 24, 2022
Legal Review	Elizabeth McLean via email	Date:	May 18, 2022
Budget Review	Abhijit Deshpande via email	Date:	May 16, 2022
Finance Review	Stacey Hamm via email	Date:	May 4, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Contract Award of Aviation Consultants for Airport's Engineering and Planning, and Construction Services.		

RECOMMENDED/REQUESTED ACTION:

Staff seeks approval from Richland County Council for the negotiation and award of an indefinite delivery professional services contract to Michael Baker, International, for Airport Planning and Engineering Services.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The majority of airport capital improvement project funding comes from FAA and SC Aeronautics Commission grants (FAA - 90% / SCAC - 5% / Local - 5%). There is not a fee associated with this award. Individual Work Authorizations will be negotiated on a project-by-project basis and presented to Council for approval in accordance with County regulations. Local matching funds are approved by County Council in the budget process and are located in the Airport Budget (Key - 2170367800) in Matching Funds (Object - 538200).

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

None.

REGULATORY COMPLIANCE:

This procurement action is consistent with the established ordinance and practices of the County and fulfills the FAA's Grant Assurance for periodic competitive procurement of Airport Planning and Engineering Professional Services.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

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

STRATEGIC & GENERATIVE DISCUSSION:

A Request for Proposal (RFP) (RC-497-P-2022) was issued by the Procurement Department for Aviation Consultants for Airport's Engineering and Planning, and Construction Services. Four Engineering firms responded to this RFP.

An Evaluation team of three members (two Richland County senior staff members and a member of the Airport Commission well experienced in the FAA's Airport Improvement Program) reviewed responses. The highest-ranked firm was Michael Baker, International.

The initial term of the current contract is expiring, and the completion of current construction projects made this the appropriate time to re-solicit these services. The Airport's retained consultant assists the Airport Staff with Airport Improvement Program (AIP) Grants and Projects, as well updating the Airport Capital Improvement Program (ACIP), planning studies, and coordination with FAA and SC Aeronautics Commission Staff members.

As in the past, an Indefinite Delivery Master Agreement will be established with individual Work Authorizations (WAs) executed for specific projects.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Michael Baker, International, formerly LPA Group, has provided planning, engineering, and architectural services to the Airport previously.

ATTACHMENTS:

1. Confidential documents to be provided under separate cover.



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Procurement Manager
Department:	Finance	Division:	Procurement
Date Prepared:	February 28, 2022	Meeting Date:	May 24, 2022
Legal Review	Patrick Wright via email	Date:	May 3, 2022
Budget Review	Abhijit Deshpande via email	Date:	May 3, 2022
Finance Review	Stacey Hamm via email	Date:	May 3, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Approval of award of Longreen Parkway Sidewalk Construction project		

RECOMMENDED/REQUESTED ACTION:

Staff recommends that County Council approve the award of a contract for construction services for the Longreen Parkway Sidewalk to AOS Specialty Contractors in the amount of \$939,400.70 and approve a 15% construction contingency in the amount of \$140,910.10 which is included in the CTC approved budget.

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 no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The County Transportation Committee (CTC) has awarded the County funding for both the design (completed) and construction of this project. Funding is in account 1200992030/532200/4811000/532200 and is encumbered on requisition R2200823.

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

None.

REGULATORY COMPLIANCE:

Sidewalks are designed and will be constructed in accordance with standards of the American with Disabilities (ADA) Act.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

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

STRATEGIC & GENERATIVE DISCUSSION:

In 2017, the Department of Public Works (DPW) staff received a request to install a sidewalk along Longreen Parkway from Landon Place Drive to Clemson Road. There is an existing sidewalk along one side of the road; adding this new sidewalk will make the pedestrian connectivity in the area complete.

There are also two schools on this road: Longleaf Middle School and Sandlapper Elementary School. Between these two schools, there are currently five crossing guard locations. During the peak morning and afternoon traffic hours, these crossing locations cause traffic to back up in both directions. In a meeting with representatives of both schools, it was agreed that if the County would install sidewalk on the opposite side of the road, the schools would be willing to remove two of the crossing guard locations. This solution will help alleviate some of the traffic congestion occurring during the peak traffic hours and is incorporated into the project design.

The project has been advertised for construction and is ready for contract award.

A Request for Bid RC-485-B-2022 was issued on December 13, 2021. Two proposals were received on January 20, 2022. AOS Specialty Contractors was deemed the lowest, responsive, responsible bidder. AOS Specialty Contractors is a South Carolina Department of Transportation (SCDOT) Disadvantaged Business Enterprise and is self-performing 100% of this work.

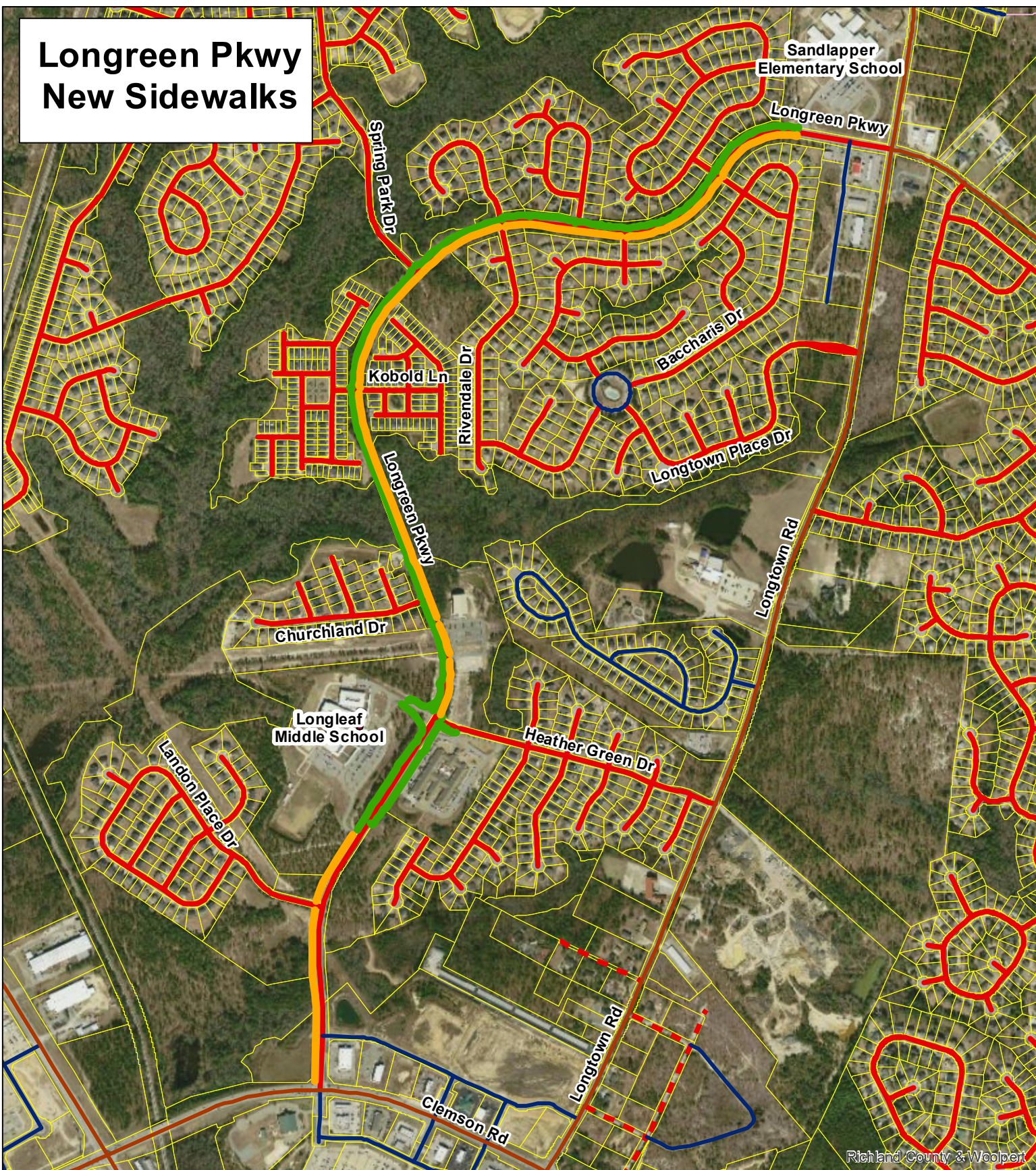
ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Project Location Map
2. Bid Tabulation
3. Contract draft

Longreen Pkwy New Sidewalks



Legend

- Existing Sidewalk
- Proposed Sidewalk

Road Maintenance

- County Paved
- SCDOT
- Private or Other



1 inch = 950 feet



RC-485-B-2022 Longreen Parkway Sidewalk Project *ju*
Due: January 20, 2022 @ 2:00PM

	AOS Specialty Contractors, Inc.	Corley Construction Company, LLC
Total Cost	\$939,400.70	\$1,168,476.52

**CONTRACT AGREEMENT
RC- 485-B-2022**

THIS Contract Agreement is dated as of the [REDACTED] day of [REDACTED] in the year 2022 by and between **RICHLAND COUNTY, SOUTH CAROLINA**, (hereinafter called "OWNER") and AOS Specialty Contractors (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. **485-B-2022** (hereafter called "Invitation For Bids") as follows:

Longreen Parkway Sidewalk Project
(the "Project").

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:

The installation of sidewalk along Longreen Parkway from Clemson Rd. up to the entrance of Sandlapper Elementary School. The installation of TAPO BlinkLink school speed zone flashing signs for both Longleaf Middle School and Sandlapper Elementary School.

Article 2. INSPECTOR.

2.1 The OWNER has designated Stephen Staley 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 ENGINEER with oversight of the INSPECTOR. The INSPECTOR information for notice purposes is:

Stephen Staley, P.E.
County Engineer
400 Powell Rd
Columbia, SC 29203

Article 3. CONTRACT TIME.

3.1 The Work will be Substantially Complete **no later than six (6) months from the start date of the Notice to Proceed** ("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 Three hundred Dollars (\$300.00) 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 January 20, 2022 with an initial contract amount of **\$939,400.70**.
- 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. **485-B-2022** (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. **485-B-2022** 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 [REDACTED].

OWNER:

RICHLAND COUNTY

By: _____

Its: County Administrator

CONTRACTOR:

AOS Specialty Contractors.

By: _____

Its: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Designated Representative:

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



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	May 3, 2022	Meeting Date:	May 24, 2022
Legal Review	Elizabeth McLean via email	Date:	May 18, 2022
Budget Review	Abhijit Deshpande via email	Date:	May 4, 2022
Finance Review	Stacey Hamm via email	Date:	May 4, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Solid Waste & Recycling Collection Area 3 Contract Amendment		

RECOMMENDED/REQUESTED ACTION:

The Solid Waste & Recycling Division Staff recommends approval of a contract amendment and extension for Collection Area 3 with Capital Waste Services, LLC.

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 no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Solid Waste & Recycling Division Staff has negotiated a three (3) year contract amendment / extension with the existing service provider, Capital Waste Services, LLC. This agreement allows for two (2) additional one (1) year periods providing satisfactory performance by the Contractor. This agreement will not exceed a total period of five (5) years.

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

None.

REGULATORY COMPLIANCE:

This negotiation is consistent with the County Procurement Ordinance.

MOTION OF ORIGIN:

“...to accept the committee’s recommendation to deny the contract award and to authorize the Administrator to negotiate with the current vendor.”

Council Member	The Honorable Overture Walker, District o
Meeting	Special Called
Date	November 14, 2021

STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Staff engaged in contract amendment negotiations with Capital Waste Services, LLC. Those negotiations achieved favorable results for the County. In addition to negotiating a reasonable rate, the contract amendment also established the following:

- Eliminated County cost associated with Fleetmind service agreement for Contractor-owned equipment;
- Shifted liability for cart strikes to the Contractor;
- The County and the Contractor now equally share the cost of compliance tags;
- Brought the Enhanced ("Backyard") service cost into compliance with the County Ordinance;
- Removed the fuel surcharge for the life of this amendment;
- Created an overall performance penalty with greater enforcement potential;
- Adopted a new, pro-rated, roll cart life cycle schedule.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Solid Waste & Recycling Division has seen increased costs associated with the curbside collections program. Rising fuel costs and the resulting expensive fuel surcharges have added significantly to the per home price. Lack of meaningful enforcement provisions has also hampered the ability to address unacceptable customer service performance. Also, the current roll cart life cycle schedule is not accurate. All of these issues are satisfactorily addressed in the new agreement.

ATTACHMENTS:

1. Relevant Council Minutes - December 14, 2021
2. Area 3 Contract Amendment
3. Area 3 Existing Contract
4. Area 3 Collection Area map

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

The motion for reconsideration failed.

19. **OTHER ITEMS**

a. **An Ordinance establishing new electoral districts for the election of members of Richland County Council pursuant to the United States Census of 2020 and in compliance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended** – This item was taken up under the Report of the Chair.

b. **Department of Public Works – Solid Waste & Recycling Division—Residential Curbside Collection Services, Area 3—Contract Award recommendation** – Mr. O. Walker moved, seconded by Mr. Pugh, to accept the committee’s recommendation to deny the contract award and to authorize the Administrator to negotiate with the current vendor.

Mr. J. Walker inquired if this is a valid motion.

Mr. Wright responded as long as Council is basing their decision on the information received by Procurement.

Mr. Brown responded, in the contract, there are different options Council can take. A renewal/negotiation is one of those options.

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

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Mackey, to reconsider this item.

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

The motion for reconsideration failed.

c. **A Resolution to appoint and commission Bill Davis, Glemmie Haines, and Zan Norris as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County** – Ms. Mackey moved, seconded by Mr. J. Walker, to approve this item.

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

The vote in favor was unanimous.

d. **Resolution to approve the issuance of revenue bonds for Brookfield Pointe by the Columbia Housing Authority** – Mr. Brown stated this is an administrative process that requires the County’s approval.

STATE OF SOUTH CAROLINA)
) AMENDMENT TO SERVICE AREA #3
COUNTY OF RICHLAND) COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT ("Amendment") is made this ____ day of _____, 2022, by and between Capital Waste Services, LLC ("Contractor"), by and with Richland County, South Carolina ("County").

WHEREAS, the Contractor entered into the Service Area #3 Collections Agreement and Contract, dated November 9, 2016 ("Agreement") to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

WHEREAS, the parties wish to extend the term and amend certain portions of the Agreement; and

WHEREAS, on _____, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

WHEREAS, the term of the agreement hereby commences on July, 1, 2022 and expires on June 30, 2025, but allows for two additional renewal periods for a maximum extension to June 30, 2027; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The term of the Agreement is hereby extended until June 30, 2025. Upon mutual written consent of the parties, such term may be extended for an additional two one (1) year terms for a maximum extension to June 30, 2027.
2. Exhibit "A" Scope of Services and Requirements - Service Area 3, is hereby amended as follows:
 2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.
 2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.
 2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in

length generated from routine yard maintenance shall be collected in limited quantities when placed curbside.

2. B. 2. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height.

2. B. 3. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage, the Contractor assumes all responsibility for those damages.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to maintain a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may, at the County's sole option, subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may, at the County's sole option, result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full extent to run their operation and equally share the monthly service

charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found, in the County's sole opinion, to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor. Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$_N/A_ per customer per month. In the event of rear yard service rates, that rate would be 1.8 times the customer monthly price as outlined in the County ordinance. These new rates become effective on July 1, 2022.

Backyard service rate - calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

3. Annual Consumer Price Index Adjustment. Percentage adjustment to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI becomes a negative number, the unit price will not be lowered during this contract period.

3. Monthly Fuel Adjustment. Removed from this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name of the Contractor prominently displayed, shall be maintained in satisfactory

mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

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

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be serviced weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

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

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor, in the County's sole opinion, will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly

payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each Contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any Contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the Contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

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

3. In all other respects, the Agreement shall remain in full force and effect.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

5. This Amendment and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

RICHLAND COUNTY

CAPITAL WASTE SERVICES, LLC

By: _____
Authorized Signature


By: _____
Authorized Signature

Print / Type Name

Print / Type Name

SERVICE AREA #3 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 9th day of Nov, 2016, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Capital Waste Services LLC whose address is 911 Lady Street, Suite D, Columbia, South Carolina hereinafter referred to as "Contractor". This Contract shall become effective January 1, 2017. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #3.

February  WITNESSETH

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

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

1. DEFINITIONS

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

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



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

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Capital Waste Services LLC."

E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.

F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

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- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

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

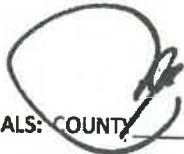

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #3 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or

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other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

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

5. AMENDMENTS

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

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

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

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

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

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



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

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

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

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

- 1) Providing or attempting to provide or offering to provide any kickback;

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

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.


7. ASSIGNMENT OF AGREEMENT AND CONTRACT

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

8. AUDIT AND RECORDS

- A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:
 - 1) The proposal for the modification;
 - 2) The discussions conducted on the proposal(s), including those related to negotiating;
 - 3) Pricing of the modification; or
 - 4) Performance of the modification.
- C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years

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after final payment under this Contract, except as provided herein:

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

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

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

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

11. DRUG FREE WORKPLACE ACT

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

12. EQUAL EMPLOYMENT OPPORTUNITY



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

13. FORCE MAJEURE

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

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and

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equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

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

16. INDEMNIFICATION

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

17. INSURANCE

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

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

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

A. Commercial General Liability Insurance

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

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;

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4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

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

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

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

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

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

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

18. LICENSES, PERMITS AND CERTIFICATES

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

19. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not

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appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

20. NOTICES

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

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

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

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

Contractor: *Capital Waste Services LLC, 911 Lady Street Columbia South Carolina 29201*

21. OTHER WORK

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



22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of one hundred (100) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

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

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

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

24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed ~~December 31, 2021~~, commencing ~~January 1, 2017~~, unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

January 31, 2022 @ Jm *Februan @ Jm*

25. PERMITS

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

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

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

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

26. PUBLICITY RELEASES:

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

27. QUALIFICATIONS:

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

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

28. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #3 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

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

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

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

C. Contractors Responsibility

Contractor must ensure the following:

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

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

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #3 and related areas.

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

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

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

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

30. SEVERABILITY:

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

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

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

32. STATEMENT OF COMPLIANCES AND ASSURANCES

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

A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

33. SUBCONTRACTS:

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

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

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

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

34. TAXPAYER IDENTIFICATION

A. Definitions

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

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



- B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.
- C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

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

E. Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);

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- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Other _____

F. Common parent.

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

35. TERMINATION:

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

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

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

36. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Capital Waste Services LLC during the term on this contract. Failure to provide such written notice shall result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.



37. CONTRACT DOCUMENTS

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

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #3
- C. The county solicitation package and the Capital Waste Services LLC submittal

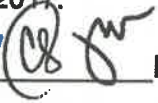
This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts,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

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE


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EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective January 1, 2017.

February 08 

NOT USED

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Capital Waste Services LLC

Print/Type Name of Agent: JAMES MIRAGE

Title of Agent: VP

Authorized Agent Signature: [Signature] Date: 11-8-16

Print/Type Name of Attestor: CAROL H. THIM

Signature of Attestor: [Signature] Date: 11/8/2016



SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent: Gerald Seals

Title of Agent: Interim County Administrator

Authorized Agent Signature: [Signature] Date: 11/9/16

Print/Type Name of Attestor: Ashiya A. Myers

Signature of Attestor: [Signature] Date: 09 November 2016

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(Must be notarized by a Notary Public)

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

[Signature]

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EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #3

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #3 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

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

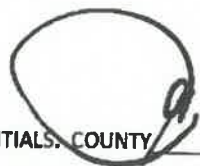

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract.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

2. SERVICES



Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

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

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.

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- 4) Bulk item collection by appointment.
 - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage/trash shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) There are no limits to the number of bulk item appointments or the quantities as long as the items come from a location eligible for curbside service.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
 - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
 - 6) Contractors shall not charge households for any appointment.
- E. Other

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- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.

- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.

- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

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

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

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved

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small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.

- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;

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



County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #3:

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

Service Area #3	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$20.32
Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted.
Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.
Monthly Fuel Adjustment Schedule	
For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	
For every ten (10) cent increase in diesel fuel price when the fuel is over \$5.25 per gallon, the Monthly Fuel Adjustment will increase the Unit Collection Rate by 0.25% as appropriate. When there is decrease in diesel fuel prices above \$5.25, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	

***If an alternative fuel is used by the Contractor, a similar schedule will be developed as necessary.**

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

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	By appointment only; establish an appointment time with the resident within two (2) business days of notification of a request for an appointment by the county.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

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



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

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

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

All personnel employed by the Contractor or any representative of the Contractor who will be

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operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

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

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #3 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

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

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

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

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

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

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B. OTHER PERSONNEL

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

C. DRESS

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

D. QUALITY CONTROL

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

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

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

E. RECORDS

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

F. SAFETY REQUIREMENTS

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

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

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

incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

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

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

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

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

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

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

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The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

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

6. SCOPE AND REQUIREMENTS

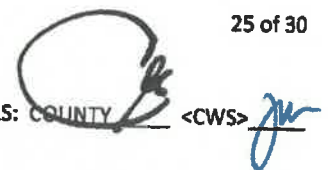
Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00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

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

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

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

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

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The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

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

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

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

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

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

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

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

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

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a

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decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

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

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

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

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

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

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

C. DISPOSAL OF SOLID WASTE

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

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

D. REGULATION AND ASSURANCES:

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

E. PERFORMANCE

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

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

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INITIALS: COUNTY

<CWS>



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

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

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offence - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following

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INITIALS: COUNTY  <CWS> 

finer:

- First offense - \$1,000.00
- Second offense - \$2,000.00
- Third offense - \$5,000.00
- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

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

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

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

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

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;

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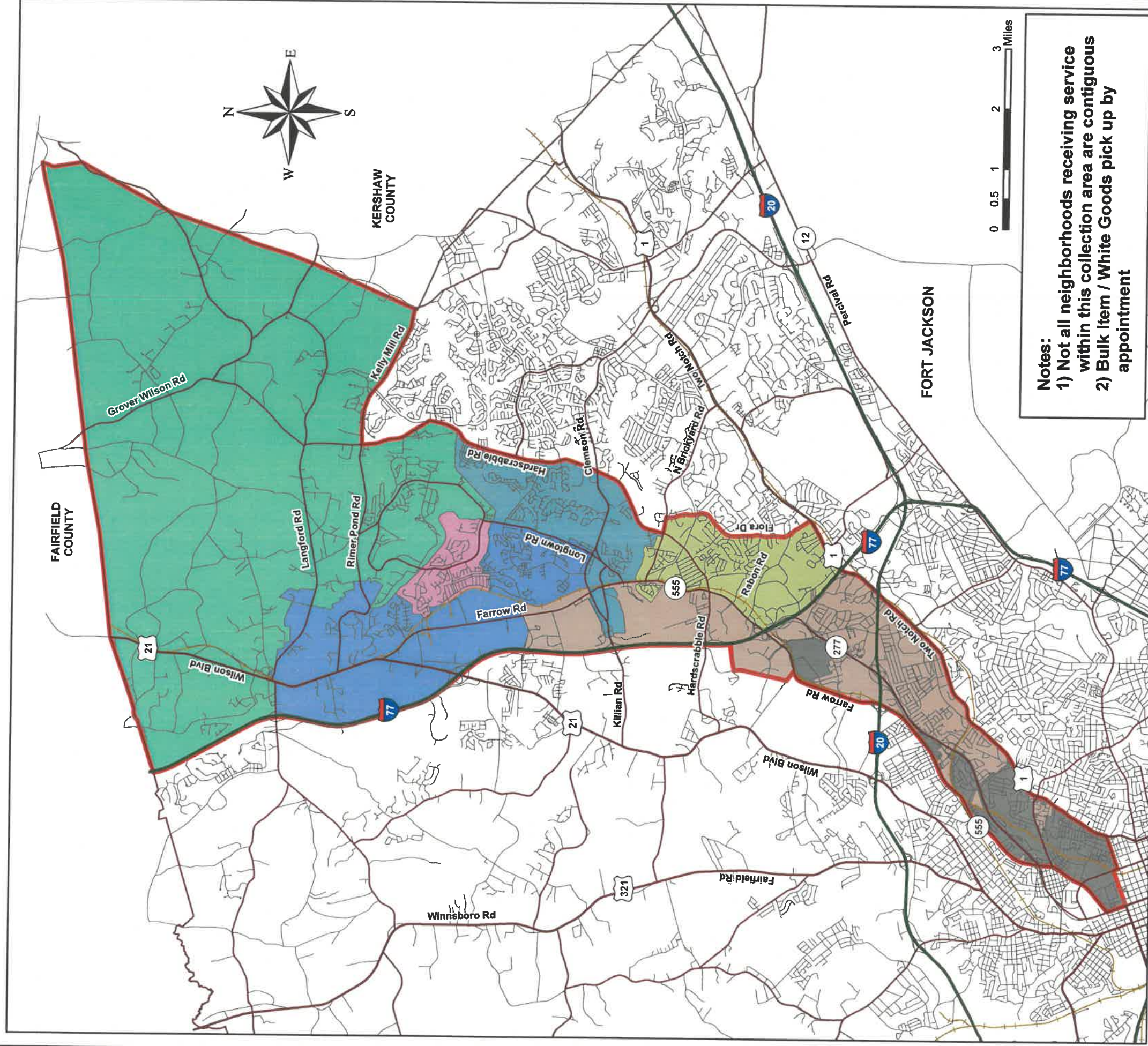
INITIALS: COUNTY

<CWS>

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



Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 3



Notes:
 1) Not all neighborhoods receiving service within this collection area are contiguous
 2) Bulk Item / White Goods pick up by appointment

Legend

- Collection Area Boundary
- No Collection - Municipality or Federal Land
- Monday / Monday B
- Tuesday / Tuesday B
- Wednesday / Wednesday B
- Thursday / Thursday B
- Thursday / Friday A
- Friday / Friday B

Collection Days*

- Monday / Monday B
- Tuesday / Tuesday B
- Wednesday / Wednesday B
- Thursday / Thursday B
- Thursday / Friday A
- Friday / Friday B



PUBLIC WORKS

* Yard Waste is Same Day as Garbage
 Recycling is Every Other Week A or B

JULY 2021

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	April 26, 2022	Meeting Date:	May 24, 2022
Legal Review	Patrick Wright via email	Date:	May 18, 2022
Budget Review	Abhijit Deshpande via email	Date:	May 4, 2022
Finance Review	Stacey Hamm via email	Date:	May 16, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Solid Waste & Recycling Collection Area 5A Contract Amendment		

RECOMMENDED/REQUESTED ACTION:

The Solid Waste & Recycling Division Staff recommends approval of a contract amendment and extension for Collection Area 5A with Capital Waste Services, LLC.

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 no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Solid Waste & Recycling Division Staff has negotiated a three (3) year contract amendment / extension with the existing service provider, Capital Waste Services, LLC. This agreement allows for two (2) additional one (1) year periods providing satisfactory performance by the Contractor. This agreement will not exceed a total period of five (5) years.

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

None.

REGULATORY COMPLIANCE:

This negotiation is consistent with the County Procurement Ordinance.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

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

STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Staff engaged in contract amendment negotiations with Capital Waste Services, LLC. Those negotiations achieved favorable results for the County. In addition to negotiating a reasonable rate, the contract amendment also established the following:

- Eliminated County cost associated with Fleetmind service agreement for Contractor-owned equipment;
- Shifted liability for cart strikes to the Contractor;
- The County and the Contractor now equally share the cost of compliance tags;
- Brought the Enhanced ("Backyard") service cost into compliance with the County Ordinance;
- Removed the fuel surcharge for the life of this amendment;
- Created an overall performance penalty with greater enforcement potential;
- Adopted a new, pro-rated, roll cart life cycle schedule.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Solid Waste & Recycling Division has seen increased costs associated with the curbside collections program. Rising fuel costs and the resulting expensive fuel surcharges have added significantly to the per home price. Lack of meaningful enforcement provisions have also hampered the ability to address unacceptable customer service performance. Also, the current roll cart life cycle schedule is not accurate. All of these issues are satisfactorily addressed in the new agreement.

ATTACHMENTS:

1. Area 5A Contract Amendment
2. Area 5A Existing Contract
3. Area 5A Collection Area map

STATE OF SOUTH CAROLINA)
) AMENDMENT TO SERVICE AREA #5A
 COUNTY OF RICHLAND) COLLECTIONS AGREEMENT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT is made this ____ day of _____, 2022, by and between Capital Waste Services, LLC (the Contractor), by and with Richland County, South Carolina (the County).

WHEREAS, the Contractor entered into the Service Area #5A Collections Agreement and Contract, dated January 1, 2019 (the Agreement) to render solid waste collections and transportation services and all matters appertaining thereto as set forth and described in the Agreement; and

WHEREAS, on _____, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

WHEREAS, the term of the agreement hereby commences on July 1, 2022 and expires on June 30, 2025, but allows for two additional renewal periods for a maximum extension to June 30, 2027; and

WHEREAS, the terms of this Amendment supersede the terms of the parent Agreement and prior Amendment to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments:

Exhibit "A" Scope of Services and Requirements - Service Area 5A:

- 2. A. 3. Yard Waste shall be collected once each week in limited quantities either bagged or loose. Quantities limited to the equivalent of 2 roll carts.
- 2. A. 4. Bulk Item Collection by appointment. Items are limited to four (4) items per request.
- 2. B. 1. Yard Waste shall be collected in limited quantities once each week when bagged or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in limited quantities when placed curbside.
- 2. B. 2. Yard waste is to be bagged or loose. The approximate amount to be collected is 180 gallons. Example; Six (6) 30-gallon bags or a pile not exceeding Six (6) feet in length, three (3) feet in width, and two (2) feet in height.
- 2. B. 3. Yard waste is to be placed not more than six (6) feet from the curb.

2. D. 1. There are no limits to the number of bulk item appointments. Contractor must respond within 48 hours of being notified of the request. Removal of bulk items to occur no later than seven (7) business days from the resident being notified by the Contractor.

2. E. 1. Due to terrain, contours, drainage ditches, and other permanent features, the distance between the roll cart parking area and the edge of the road may vary. However, the Contractor shall ensure that the roll carts are not left on roadways, in driveways, or in a position that would restrict access to mailboxes. In a case of a dispute between the Contractor and a customer about location for placement of the roll cart, the C.O.R. shall render a decision, which shall be final. Roll carts determined to be too close to any roadway that suffer damage due to vehicle impacts or other are the responsibility of the assigned Contractor and replaced at full cost to the Contractor regardless of age. In the event of physical damage, the Contractor assumes all responsibility for those damages.

2. E. 5. The Contractor shall equip and maintain each collections vehicle with the County's Fleet Management system. Expense of equipping and maintaining in operational status is the sole responsibility of the Contractor. Each Contractor agrees to a base level service agreement with the County's Fleet Management provider at the Contractor's expense. That service agreement will be exclusive to the Contractor and the County's service provider. When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the Contractor will equip each collection vehicle approved for exclusive use under this contract with the necessary hardware to administer the program and the cost for such will be paid for by the Contractor. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1000.00 penalty per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the C.O.R. Failure to properly login truck routes daily may result in a \$100.00 per day, per vehicle penalty to the Contractor. The Contractor is required to utilize the software and hardware to its full to run their operation and equally share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the County's Fleet Management vendor at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the County shall remain the property of the County during the contract period and shall be removed and returned in good working condition to the County within ten (10) business days of the end of the Contract or any extensions of the Contract. The replacement cost of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.

2. E. 6. The County will equally share the cost-of-service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked-up for non-compliance consistent with the provisions of this contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the C.O.R. on a schedule determined by the C.O.R. Contractors will maintain a stock of 5% based off of the total numbers of homes serviced. Non-compliant tags will be procured through the County's vendor.

Cost recovery for the Contractor's portion of the service tags will be deducted from the monthly Collector's payment.

3. C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Roll cart service is not to be suspended for temporarily vacant homes. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month.

3. Unit Collection Rate. The new contract base rate will be \$24.00 per customer per month. The new backyard service rate will be \$43.20 per customer per month. These new rates become effective on July 1, 2022.

Backyard service rate- calculated rate to be paid to the Contractor to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. Service rate is 1.8 times the unit collection rate.

3. Annual Consumer Price Index Adjustment. Percentage adjustment, up or down, to the unit collection rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted. If the CPI reaches negative inflation, the per unit price will not be adjusted backwards.

4. Monthly Fuel Adjustment. Removed from this addendum

5. G. Vehicle Identification. Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance. Collections vehicles are subject to spot inspections by SWR staff to ensure operational status and overall appearance. Vehicles not deemed satisfactory will be brought into compliance within 48 hours or removed from service with an alternative vehicle brought in to replace. Leachate spills are the responsibility of the Contractor.

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

6. Scope and Requirements. Backyard service for disabled residents shall be provided to any household in which there is no one living who is capable (18 years of age or older) of rolling the garbage/trash and recycling roll carts to and from the curb. Such services shall be provided at the curbside unit collection rate. Garbage roll carts will be service weekly. Recycling carts will be serviced once every two (2) weeks. The C.O.R. shall make the determination if this special service is justified based off current County policies. The C.O.R. shall notify the Contractor of those addresses for which this special service has been approved. Contractors are responsible for removing and replacing the carts in the location they were found.

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

The County will repair or replace carts damaged through normal use at the County's expense. Carts damaged at the negligence of the Contractor will be the responsibility of the Contractor. Cart repair or replacement will be charged to the Contractor with costs deducted from monthly payments due the Contractor consistent with section F below. Cart repair or replacement will be charged at the current rate of a new cart or the current rate of replacement parts. The County will provide all cart replacement and repairs deemed necessary.

6. A. Equipment Requirements. The Contractor may utilize automated collection vehicles, rear load collection vehicles or some combination of the two.

6. E. Performance. Overall Performance Penalty. This penalty is assessed based from the Contractor Service Card. A score determined by the C.O.R. based off of valid versus non-valid complaints. This penalty is assessed when the Contractor's overall scoring exceeds the County standard of 0.65 valid complaints per 100 households per month. The penalty will be assessed each month and the amount withheld from the monthly payment to the Contractor. The penalties are based solely on the value of each individual contract.

- First Offense, written warning with no financial penalty
- Second consecutive offense, 0.5% penalty assessed
- Third consecutive offense, 1.5% penalty assessed
- Fourth consecutive offense, 2.5% penalty assessed
- Fifth consecutive offense, 3.5% penalty assessed

6. F. Contractor Service Card dispute process. Each contractor has the right to dispute individual service requests after the Contractor Service Card is issued. The Contractor has 10 days after the service card is issued to question any service request determined to be valid by staff at Solid Waste & Recycling. To initiate the process, any contractor, within the allotted time frame, will provide in writing any service request to be reviewed. Additional documentation to support the contractor's claims are to be submitted at the same time. Should the timeline not be met, the service request will be logged as valid.

If within the timeline above, SWR will review the claim and accompanying documentation. SWR will conduct a review of disputed service request. Both parties will then meet to discuss the service request and a final decision will be rendered by SWR staff.

6. G. Damaged Roll Carts Replacement Prorated Schedule. Roll Carts for which the C.O.R. has determined to have been damaged by the Contractor will have the following prorated replacement schedule. This includes carts removed by the Contractor without prior authorization.

- For carts in service seven (7) years or less, the Contractor will pay 100% of the County's cost of replacing the cart
- For carts in service more than eight (8) years and up to fifteen (15) years, the Contractor will pay 50% of the County's cost of the replacing the cart

- For carts in service more than fifteen (15) years, the Contractor will pay none of the County's cost of replacing the cart

To County: _____

To Contractor: _____

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

Contractor

Capital Waste Services, LLC

Witness

Richland County, South Carolina, hereby accepts and consents to this Amendment.

Richland County, South Carolina

Witness

SERVICE AREA 5A COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 2nd day of January, 2018, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Capital Waste Services LLC, (CWS) whose address is 1450 Bluff Road, Columbia, SC 29201, hereinafter referred to as "Contractor". This Contract shall become effective January 1, 2019. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area 5A.

WITNESSETH

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

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

1. DEFINITIONS

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

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

- B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.
- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.
- D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Capital Waste Services LLC"
- E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

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

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area 5A provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or

other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

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

5. AMENDMENTS

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

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

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

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

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

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

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

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

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

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

- 1) Providing or attempting to provide or offering to provide any kickback;

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

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

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

8. AUDIT AND RECORDS

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

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

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

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years

after final payment under this Contract, except as provided herein:

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

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

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

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

11. DRUG FREE WORKPLACE ACT

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

12. EQUAL EMPLOYMENT OPPORTUNITY

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

13. FORCE MAJEURE

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

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and

equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

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

16. INDEMNIFICATION

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

17. INSURANCE

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

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

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

A. Commercial General Liability Insurance

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

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;

4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

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

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

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change.

F. Certificates of Insurance

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

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

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

18. LICENSES, PERMITS AND CERTIFICATES

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

19. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not

appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

20. NOTICES

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

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

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

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

Contractor: *Capital Waste Services LLC, 1450 Bluff Road, Columbia, SC 29201*

21. OTHER WORK

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

22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of fifty percent (50%) of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

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

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

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

24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2023, commencing January 1, 2019, unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

25. PERMITS

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

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

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

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

26. PUBLICITY RELEASES:

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

27. QUALIFICATIONS;

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

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

28. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #5A and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

INITIALS: COUNTY  <CWS> 

A. General Standards

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

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

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

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #5A.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)

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

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #5A and related areas.

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

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

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

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

30. SEVERABILITY:

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

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

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

32. STATEMENT OF COMPLIANCES AND ASSURANCES

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

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

33. SUBCONTRACTS:

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

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

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

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

34. TAXPAYER IDENTIFICATION

A. Definitions

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

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

B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

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

D. Taxpayer Identification Number (TIN).

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

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. *Common parent.*

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

35. TERMINATION:

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

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

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

36. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Capital Waste Services LLC, during the term on this contract. Failure to provide such written notice may result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

37. CONTRACT DOCUMENTS

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

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #5A

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

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

INITIALS: COUNTY  <CWS> 

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective January 1, 2019 and expires on December 31, 2023.

Capital Waste Services LLC

Print/Type Name of Agent:

MATT PARKER

Title of Agent:

PRESIDENT

Authorized Agent Signature:



Date: 1/2/19

Print/Type Name of Attestor:

Signature of Attestor:


SEAL

Date: January 2, 19

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent:

EDWARD B GAMEAU

Title of Agent:

Richland County Administrator

Authorized Agent Signature:



Date: 12-18-18

Print/Type Name of Attestor:

Signature of Attestor:

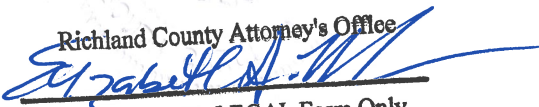

ASHIYA A. MYERS
Notary Public, State of South Carolina
My Commission Expires 6/7/2022

Date: 18 December 2018

SEAL

(Must be notarized by a Notary Public)

Richland County Attorney's Office


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

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INITIALS: COUNTY <CWS>

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #5A

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #5A to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

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

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

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or sidestreet but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

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

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.



- 4) Bulk items and yard waste will be collected by same truck, at the same time and delivered comingled to the County approved disposal site. Bulk items and yard waste shall be collected on the yard waste collection day, every other week opposite the regular recycling week.
- 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
- 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.

B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.

- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
- 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
- 3) Small quantities of construction and demolition debris generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs. or less or 3 thirty-nine gallon heavy duty bags) placed with the yard waste shall be collected with the yard waste;
- 4) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.

C. Recyclables shall be collected pursuant to the following conditions:

- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
- 2) Recyclables, yard waste/bulk items and household garbage/trash shall not be comingled and shall be picked up separately;
- 3) Recyclables shall be collected using roll carts designated by the COR.

D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:

- 1) The number of bulk items collected during each scheduled appointment shall be limited to four items.
- 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
- 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;

- 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
- 5) All bulk items shall be transported to the County designated disposal or recycling facility.
- 6) Contractors shall not charge households for any appointment.

E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs or three 39-gallon bags) placed with the yard waste.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste such as computers, computer monitors, printers, and televisions, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

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

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day

November
December

Thanksgiving Day
Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.
- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor hereby agrees to pay a portion of the monthly operational fee based on the number of units assigned to the Contractor. The Contractor shall take all commercially reasonable measures to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. The Contractor's portion of the service charge is \$52.75/truck/month. This covers the Contractor's portion of the Fleetlink Municipal Software Monthly License Fee including support and maintenance plus Fleetlink Software Hosting. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged beyond normal wear and tear may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #5A by the Unit Collection Rate per household garbage roll cart

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- or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #5A shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
 - C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
 - D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;
 - E. Payment will not be made for collection, transportation and disposal services other than County approved services;
 - F. The County will deduct the Contractor's portion of the monthly operational costs for the Route Management System;
 - G. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
 - H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #5A:

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

Service Area #5A	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$21.35
Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	2.5 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment to the Unit Collection Rate effective January 1 of each calendar year will be based on the increase in the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted Index.
Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.

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Monthly Fuel Adjustment Schedule

For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.

Should the price of diesel fuel exceed \$5.25 per gallon, the Monthly Fuel Adjustment will be renegotiated at that time.

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

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day. Residents that consistently place excess MSW alongside the roll cart shall be required to obtain an additional roll cart.	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container.
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	Collection shall be by appointment. Bulk items shall be transported to the county designated landfill or recycling drop-off center.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

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

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

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Capital Waste Services LLC, so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and

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collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

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

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

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

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

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #5A in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

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

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day

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

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

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

B. OTHER PERSONNEL

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

C. DRESS

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

D. QUALITY CONTROL

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

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

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

E. RECORDS

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

F. SAFETY REQUIREMENTS

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

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

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

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

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

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

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

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

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not

leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

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

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

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

6. SCOPE AND REQUIREMENTS

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

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

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

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

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

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

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

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

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

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

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

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

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of

the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

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

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

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

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

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

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

C. DISPOSAL OF SOLID WASTE

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

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

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and

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governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

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

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contractor shall not constitute a breach of contract.

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

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offence - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the

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complaint is not resolved.

- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:
 - First offense - \$1,000.00
 - Second offense - \$2,000.00
 - Third offense – \$5,000.00
 - Fourth offense - Termination of this Contract
- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the fines from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

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

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 years and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.

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- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

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




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

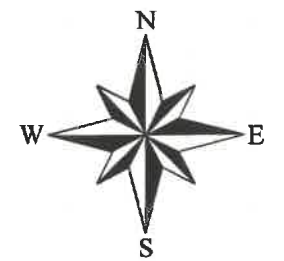
- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program

Collection Area 5A

Legend

-  Collection Area Boundary
-  Collection Area
-  No Collection - Municipality or Federal Land

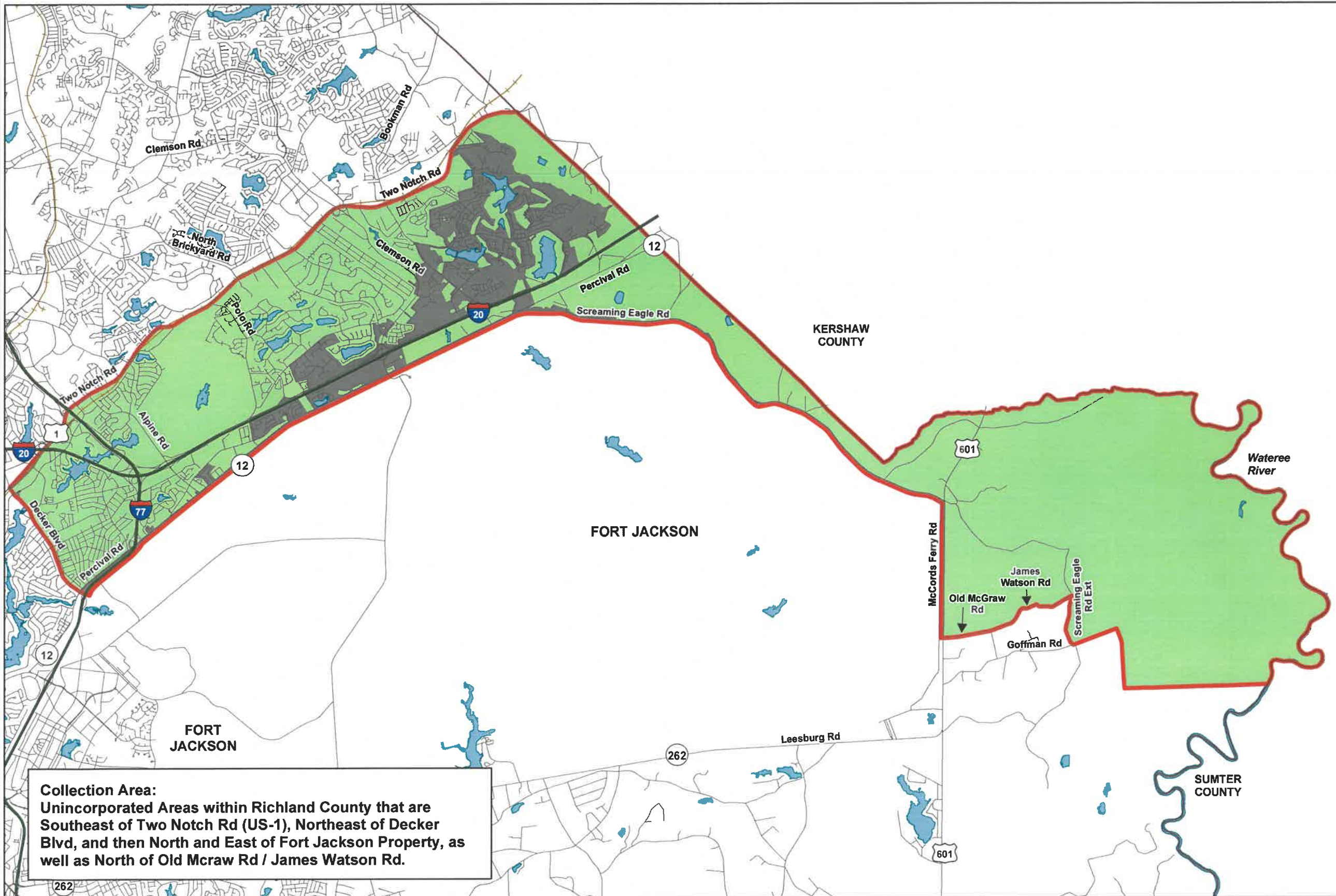


0 0.5 1 2 Miles



PUBLIC WORKS

FEBRUARY 2022



Collection Area:
 Unincorporated Areas within Richland County that are Southeast of Two Notch Rd (US-1), Northeast of Decker Blvd, and then North and East of Fort Jackson Property, as well as North of Old Mcraw Rd / James Watson Rd.



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Maintenance
Date Prepared:	May 4, 2022	Meeting Date:	May 24, 2022
Legal Review	Patrick Wright via email	Date:	May 17, 2022
Budget Review	Abhijit Deshpande via email	Date:	May 10, 2022
Finance Review	Stacey Hamm via email	Date:	May 6, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Closed-Circuit Television with Trailer purchase		

RECOMMENDED/REQUESTED ACTION:

Staff recommends purchasing the closed-circuit television (CCTV) with trailer from Southern Vac to help maintenance staff with preventative maintenance of the Utilities sewer collection system assets.

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 no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Rausch Mobile Pro C135 Camera and trailer cost is \$154,141.33. This purchase will be funded through Utilities' current FY 22 budget from account 2110367000 in heavy equipment object, 531400.

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

None.

REGULATORY COMPLIANCE:

The CCTV helps in compliance to reduce sewer overflows with the regulatory agencies such as South Carolina Department of Health and Environmental Control (SCDHEC).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

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

STRATEGIC & GENERATIVE DISCUSSION:

The Utilities Department's current CCTV has reached the end of its useful life and is not operational. The camera has been repaired multiple times and is no longer repairable. Our maintenance staff uses the CCTV to view the inside of our sewer collection system to perform preventative maintenance and to identify areas to repair. We cannot troubleshoot our sewer lines by visual observation.

We utilized the North Carolina Sherriff's Association (NCSA's) Heavy Equipment Procurement Program to purchase the CCTV. By using the NCSA's Heavy Equipment Procurement Program, Utilities will be able to receive the CCTV to do the work immediately instead of hiring a contractor to do the job, which is not cost-effective.

If the request is denied, Utilities will need to hire a third-party contractor to perform CCTV inspection of the sewer lines. We face the risk of increased volumes of sewer overflows, customer complaints, and damage claims related to prolonged piping failures occurring while waiting for third-party to respond.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Utilities Department has used the same vendor and procedure to purchase the Vector Mudslinger Diesel Vacuum trailer with the approval of Richland County Procurement. This will meet the Council's Strategic Plan Goal 7.3, Modernize Technology.

ATTACHMENTS:

1. Fleet manager's approval with the Quote
2. NCSA's Heavy Equipment Procurement Program
3. NC's Sheriff's Association Contract Award Program



RICHLAND COUNTY, SOUTH CAROLINA
Requisition For Supplies/Services

Attachment 1

Department Account #
Requisition Sequence #

Vendor:

Company Name: Southern Vac
Address:
 1520 Pineview Rd.

City:	Columbia
State:	SC
Zip Code:	29209

Point of Contact (Name):
 Richard Davey

Telephone/Fax/e-mail: Phone: 803-609-9140
 Email Rdavey@Southern-Vac.com

Ship To:

Department: Utilities
Address:
 7525 Broad River Road

City:	Irmo
State:	SC
Zip Code:	29063

Receiving Person (Name):
 Tariq Hussain

Telephone/Fax/e-mail: Phone: 803-404-0045
 Email: hussain.tariq@richlandcountysc.gov

No.	Description, Specifications and/or Scope of Work	U/I	Qty	Unit Price	Total Price
1	Rausch Mobile Pro C135 Camera Trailer NCSA Heavy Equipment Bid 22-06-0426	each	1	\$105,840.00	\$105,840.00
2	NCSA Discount (6%)	each	1	-\$6,350.40	-\$6,350.40
3	NCSA Base Accessories	each	1	\$57,608.22	\$57,608.22
4	NCSA Accessories Discount (6%)	each	1	-\$3,456.49	-\$3,456.49
5	South Carolina Sales Tax	each	1	\$500.00	\$500.00
6	Total Cost	each	1	\$154,141.33	\$154,141.33
<p>Contact: Bill Peters, County Fleet Manager 400 Powell Rd., Columbia, SC 29203 Phone: 803-576-2457 Email: peters.bill@richlandcountysc.gov</p>					
Use:	Additional Specialty Equipment to Fleet Inventory				

I certify that there are sufficient funds in my departmental budget to make this purchase. I further certify that there are sufficient unencumbered funds to pay for items requisitioned in my departmental budget for the current fiscal year. I hereby understand that I may be held personally liable for funds expended in excess of the amount appropriated by County Council for the current year.

W. H. Peters 
 Richland County Fleet Manager

April 7, 2022
 Date

Account Number

RAC-F-2000



1520 Pineview Rd.
Columbia, SC 29209
Phone (803) 358-0221, Fax (803) 358-0431
Website: www.southern-vac.com

North Carolina Sheriffs
Association:
Heavy Equipment Bid:
22-06-0426



April 7, 2022

Richland County Utilities
Attn: Tariq Hussain and Michael Teran
7525 Broad River Rd.
Irmo, SC 29063

Gentlemen,

Southern Vac is pleased to offer **Richland County Utilities** the following quote on a **Demonstrator Rausch Mobile Pro C135 Camera Trailer under NCSA Heavy Equipment Bid 22-06-0426**. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (803) 609-9140.

Regards,

Richard Davey



Specifications For: Richland County Utilities

Demonstrator Rausch Mobile Pro C135 Trailer

USMP135 SYSTEM, MOBILE PRO C 135
111212A Control Unit Assy, MOBILE Pro: Integrated 12" monitor, PC Control Out, Two multi-functional joysticks, Digital Recorder w/ Text Generator, Photo, Video
111213A Cable Drum Assy, Cubix 300 w/ 1000 FT
111145A Crawler, C 135 MOBILE Pro
111233 Camera, KS 135 NTSC MOBILE Pro
US9572 Kit, Wheel Set, Rubber: - Set of 4 6" wheels - Set of 4 Spacer Hubs (for 8"+) - Set of 4 10" wheels
110708 Hook, Lifting/Lowering Hook L135/SAT135
KU1295 Cart-In Rope
110931 Air Pressure Filling System
111004 Pulley Assy, Deflection DN150
110719 Kit, Spare Parts L135
110751 Kit, Spare Parts KS135
110980 Electric Lift, L135 VTS w/ Rearview Camera NTSC
111306 Sensor, Locating 512 Hz/33Khz L135C
EB3288 Cable Assy, Extension Mobile Pro > Cubix 16 Ft. (5m)
K13141 Ring, Mounting Mobile Pro to Cubix
111201 Tool Kit

US9574 Kit, Wheels, Aggressive
111180 Wheel, Aggressive Traction 8" 95X17
111181 Wheel, Aggressive Traction 6" 85X17
US9580 Kit, Pneumatic Wheel Set, - Set of 4 210 x 65 Inflatable Wheels
HG9437 Wheel, Inflatable 210 X 65
IN1142 Computer, Laptop Latitude 14 Rugged 5414
US8049R Software, POSM Pro License Package Including 1 Year Software support and Sensoray Video Encoder
US9133 Software, POSM Pro Full Version
US9148 Software, Support POSM Pro 1 Yr.
US9444 Module, Video Encoder/Decoder 2253Sensoray POSM
Quicklock System Unit comes outfitted with existing Quicklock System and accessories.
Comes with accessory nozzles 100066-S, 200110-C and 2J-349-26-01
Mounted in Old South Freedom Trailer *Equipped with Honda Generator, tool cabinet, work desk and washdown tank

NCSA Base Module Total Price: **\$105,840.00**
NCSA 6% Discount Price: **\$99,489.60**
NCSA Base Accessories Price: **\$57,608.22**
NCSA 6% Accessories Discount Price: **\$54,151.73**

NCSA Total Price: \$153,641.33

*Price good for 30 days

**Price dependent on unit availability (K19-040)

Key

Yellow Highlights are for the Base Package under NCSA

Blue Highlights are for the Attachments/Accessories under NCSA Contract

****TAXES AND FEES ASSOCIATED WITH REGISTERING AND TITLING OF ON-HIGHWAY EQUIPMENT IS THE RESPONSIBILITY OF THE BUYER****

Customer Signature: _____

Date: _____

Southern Vac Representative: _____

Date: _____



rausch USA



RAVO
FAYAT GROUP

KEG

KWMI
MANUFACTURING



Heavy Equipment Procurement Program



The goal of the NCSA's Heavy Equipment Procurement Program, formerly known as the Refuse Truck Procurement Program, is a cooperative bid program that achieves competitive pricing on equipment that county and city government agencies purchase, including but not limited to refuse truck bodies and chassis, earth movers, lawn mowers, dump bodies, fork lifts, refuse carts and more. The association's program helps to eliminate duplication of effort through the creation of one statewide bid that can be used by all counties and municipalities in the Southeast. Our role is to act as an advocate for your agency during the purchasing process and to provide you with a program that delivers great financial savings along with quality customer service, while using a system that is easy to navigate.

If you have any questions about the association's Heavy Equipment Procurement Program please contact Jason Bennett, Director of Business Development, at 919-459-8195 or jbennett@ncsheriffs.net.

For an opinion from the UNC School of Government on the legality of the association's procurement programs, please click [here](#).

Purchasing agencies: please don't forget to submit a copy of your purchase orders to Kaylyn Mitman at kmitman@ncsheriffs.net.

North Carolina Sheriffs' Association
 Heavy Equipment Procurement Program
 Contract Award Agreement

Heavy Equipment Procurement Program
Bid 22-06-0426

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its statewide competitive award for heavy equipment effective May 18, 2021.

Congratulations, your dealership has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your dealership's bid for Solicitation Number 22-06-0426, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



Signature of Authorized Representative

Drew Gilbert

Printed Name of Authorized Representative

Southern Vac

Contractor/Dealership Name (Please Print)

May 18, 2021

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2021

Date

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	May 10, 2022	Meeting Date:	May 24, 2022
Legal Review	Patrick Wright via email	Date:	May 17, 2022
Budget Review	Abhijit Deshpande via email	Date:	May 18, 2022
Finance Review	Stacey Hamm via email	Date:	May 18, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Administration & Finance		
Subject	Verizon Wireless Lease Renewal		

RECOMMENDED/REQUESTED ACTION:

Mr. Nick Steinhaus has requested the renewal of the lease on behalf of Verizon Wireless. He has also indicated this matter is time sensitive due to the expiration of the prior lease.

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 no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

During FY2020, the County received \$23,369.52; however, the County did not receive any payments after the lease expired in FY2021.

FY22	\$0
FY21	\$0
FY20	\$23,369.52
FY19	\$22,688.88
FY18	\$22,028.04
FY17	\$21,386.40

The prior four years increased by 3% each year and not by the Consumer Price Index (CPI).

The County Administrator has indicated we will request the funds not received during FY2021 and FY2020.

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

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

STRATEGIC & GENERATIVE DISCUSSION:

The County initially approved the lease of 400 sq. ft. of space to Verizon Wireless in the 4th floor mechanical room within the Judicial Center for equipment to support three groups of rooftop antennas on June 16, 2000, for the annual sum of \$9,000.

The agreement was subsequently amended in 2004 to request the addition of operational and support equipment within their existing leased space. The annual lease was increased to \$15,000 with a 3% increase implemented annually on July 1st that began July 1, 2005.

Verizon submitted a second amendment in 2012 requesting the County to allow the addition of three antennas to the Judicial Center rooftop to be located on existing antenna mounts. County Council approved the second amendment at its July 31, 2012 Special Called meeting.

The 2012 lease expired on June 30, 2020. Verizon would like to extend the term of the lease for four (4) additional five-year terms. Rent currently escalates using a consumer price index (CPI) based formula; however, the company no longer uses CPI as a rent escalator due to difficulties in administering them. They have proposed to replace that escalator with an annual rent increase of 2.5%.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. July 31, 2012 – Request of Action and Council Minutes Excerpt
2. Second Lease Amendment
3. Correspondence dated May 09, 2022 from Nick Steinhaus, Verizon
4. Proposed Lease Amendment

Richland County Council Request of Action

Subject

Verizon Wireless Request to Add Antennas to Leased Space **[PAGES 17-23]**

Reviews

Richland County Council Request of Action

Subject: Verizon Wireless Request to Add Antennas to Leased Space

A. Purpose

County Council is requested to approve a contract amendment between Richland County and Verizon Wireless to allow equipment upgrades within the Verizon leased space on the Judicial Center roof.

B. Background / Discussion

The County initially approved the lease of 400 sq. ft. of space to Verizon Wireless in the 4th floor mechanical room within the Judicial Center for equipment to support three groups of rooftop antennas on June 16, 2000, for the annual sum of \$9,000. Based on the requirements of the 2000 agreement Verizon must submit a written request to perform improvements to the equipment located at this site. Their method for complying with this requirement is to submit via amendment.

In June 2004 Verizon submitted amendment #1 requesting to add operational and support equipment within their existing leased space. During this process the annual lease was increased to \$15,000 with a 3% increase implemented annually on July 1st that began July 1, 2005. A dedicated electrical supply was also created and meter installed to monitor the power consumption of the Verizon equipment allowing for accurate reimbursement to the County for actual electricity consumed by Verizon in addition to the annual lease.

Verizon has now submitted amendment #2 requesting to allow the addition of three antennas to the Judicial Center rooftop to be located on *existing antenna mounts*. The space and capacity is available on the existing antenna mounts due to the technology improvements allowing for a reduction of approximately 50% of the existing antennas from the existing antenna mounts during the 2004 improvements. There will be no physical changes made to the facility or existing Verizon equipment beyond adding three antennas to existing mounts maintained by Verizon.

Facilities and Grounds Division personnel reviewed the drawings and technical information provided for the hardware in amendment #2 and determined there are no concerns with placing the antennas on the existing mounts. We also asked IT to review the technical specifications of the new antennas to be sure there would be no concerns that the frequencies or operating perimeters would affect the county's equipment. IT noted they found no interference concerns, therefore they noted no concerns with allowing the antenna additions.

Verizon will conduct all work necessary and estimates that it will take less than one day to install the new antennas.

C. Financial Impact

There will be no financial impact to the County for approving Verizon's request

D. Alternatives

- 1. Approve the request to allow Verizon Wireless to install the new antennas on the existing Verizon rooftop antenna mounts
 - a. There is no cost or physical impact to the County as Verizon owned cabling and mounts are already in place for mounting the antennas and making them operational
 - b. The space lease agreement already has an annual increase and electricity use reimbursement built into the agreement
- 2. Do not approve the request to allow Verizon Wireless to install the antennas

E. Recommendation

It is recommended that Council approve alternate #1 for the request to allow Verizon to install the antennas

Recommended by: John Hixon Department: Support Services Date: 7/2/12

F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 7/3/12
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 7/3/12
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Clerk of Court

Reviewed by: Jeanette McBride Date:
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 7/24/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald

Date: 7/25

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the proposed amendment to the Verizon lease agreement.

**SECOND AMENDMENT TO BUILDING AND ROOFTOP
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT (the "**Amendment**") is entered into this ____ day of _____, 2012, ("**Effective Date**") by and between **Richland County**, a body politic ("**Lessor**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Lessee**"). Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

RECITALS:

WHEREAS, Lessor and Columbia Cellular Telephone Company, Lessee's predecessor in interest, entered into that certain Building and Rooftop Lease Agreement dated June 29, 2000, as amended by that certain First Amendment to Building and Rooftop Lease Agreement dated June 25, 2004 (as amended, the "**Agreement**"), pursuant to which Lessee leases from Lessor 400 square feet on the fourth floor and certain space on the building rooftop located at 1701 Main Street, Columbia, Richland County, South Carolina 29201 ("the "**Property**"); and

WHEREAS, the Parties desire to amend the Agreement to, among other things, allow Lessee to modify Lessee's rooftop equipment.

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lessor hereby permits Lessee to install three (3) additional Antel BXA-70040-SCF-2 antennas on the existing rooftop antenna mounts. The final configuration of Lessee's permitted rooftop mounted equipment is listed on **Exhibit A** attached hereto.
2. There is no rent increase associated with this Amendment.
3. Any capitalized term used, but not defined, in this Amendment is deemed to have the meaning ascribed to that term in the Agreement. In the event of any conflict between the terms and provisions of the Agreement and those of this Amendment, the terms and provisions of this Amendment shall control. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

Lessee Site Name/No: Assembly Street/20673

4. Lessor and Lessee each hereby warrant to the other that the person (or persons) executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective as of the day and year first above written.

LESSOR:

Richland County

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Cellco Partnership

d/b/a Verizon Wireless

By: _____

Hans F. Leutenegger

Area Vice President Network

Date: _____

Lessee Site Name/No: Assembly Street/20673

EXHIBIT A

Final Configuration of Lessee's Rooftop Mounted Equipment

Number of Antennas: Six (6) Antel BXA-70040-SCF-2 antennas
Six (6) panel antennas (in reserve)

Coax Number/Size: Twelve (12) 1-5/8"

8520594.1

3

Item# 3

THIRD READING ITEMS

12-22MA, Jonathan Giles, Robert Giles, RM-HD to NC (.33 Acres), 1157 & 1159 Olympia Ave., 11203-01-03 & 04 – Mr. Livingston moved, seconded by Mr. Jeter, to defer this item until the September 11th Council meeting. The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. A discussion took place.

The vote was in favor.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Amendment to Thomas and Hutton Contract for Floodway Remapping – Ms. Hutchinson stated that the committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Verizon Wireless Request to Add Antennas to Leased Space – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

Sheriff Department Grant Position Pick-Up Request [FIRST READING] – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

Sheriff Department Request for Salary Fringe Funds [FIRST READING] – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

Airport Improvement Grant – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

Additional Personnel for Blythewood Magistrate – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

Approval of funds for CDBG and HOME Administrative Shortfall [FIRST READING] – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

Approval of FY12-13 Budgets with the FY12-16 Consolidated Plan for Community Development Funds – Mr. Jeter stated that the committee recommended approval of this item. The vote was in favor.

**SECOND AMENDMENT TO BUILDING AND ROOFTOP
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT (the "**Amendment**") is entered into this 10 day of September, 2012, ("**Effective Date**") by and between **Richland County**, a body politic ("**Lessor**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Lessee**"). Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

RECITALS:

WHEREAS, Lessor and Columbia Cellular Telephone Company, Lessee's predecessor in interest, entered into that certain Building and Rooftop Lease Agreement dated June 29, 2000, as amended by that certain First Amendment to Building and Rooftop Lease Agreement dated June 25, 2004 (as amended, the "**Agreement**"), pursuant to which Lessee leases from Lessor 400 square feet on the fourth floor and certain space on the building rooftop located at 1701 Main Street, Columbia, Richland County, South Carolina 29201 ("the "**Property**"); and

WHEREAS, the Parties desire to amend the Agreement to, among other things, allow Lessee to modify Lessee's rooftop equipment.

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lessor hereby permits Lessee to install three (3) additional Antel BXA-70040-8CF-2 antennas on the existing rooftop antenna mounts. The final configuration of Lessee's permitted rooftop mounted equipment is listed on **Exhibit A** attached hereto.
2. There is no rent increase associated with this Amendment.
3. Any capitalized term used, but not defined, in this Amendment is deemed to have the meaning ascribed to that term in the Agreement. In the event of any conflict between the terms and provisions of the Agreement and those of this Amendment, the terms and provisions of this Amendment shall control. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.


Lessee Site Name/No: Assembly Street/20873

4. Lessor and Lessee each hereby warrant to the other that the person (or persons) executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into and execute this Amendment on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective as of the day and year first above written.

LESSOR:

Richland County

By: 
Name: Kelvin E. Washington, Jr.
Title: Council Chairman
Date: July 31, 2012

LESSEE:

**Cellco Partnership
d/b/a Verizon Wireless**

By: 
Hans F. Leutenegger
Area Vice President Network
Date: September 10, 2012

Lessee Site Name/No: Assembly Street/20673

EXHIBIT A

Final Configuration of Lessee's Rooftop Mounted Equipment

Number of Antennas: Six (6) Antel BXA-70040-SCF-2 antennas
Six (6) panel antennas (in reserve)

Coax Number/Size: Twelve (12) 1-5/8"

From: [Steinhaus, Nick](#)
To: [Richland County Clerk of Council Office](#); [Admin Office](#)
Subject: Verizon Wireless Lease Renewal
Date: Monday, May 9, 2022 5:29:35 PM
Attachments: [20673 Lease, Assembly Street.pdf](#)
[20673 1st Amdt, Assembly Street.pdf](#)
[20673 2nd Amdt, Assembly Street.pdf](#)
[20673 Draft 3rd Amdt, Assembly Street.doc](#)
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon: I represent Verizon Wireless in connection with a lease for rooftop space on Richland County's building located at 1701 Main Street, Columbia, SC 29201. The lease expired on June 30, 2020. Verizon would like to extend the term of the lease for 4 additional 5 year terms. Rent currently escalates based on a CPI based formula. Verizon no longer utilizes these types of rent escalators due to difficulties in administering them. Accordingly, we have proposed to replace that escalator with an annual rent increase of 2.5%. I've attached a draft Third Amendment capturing these terms.

Given that the lease expired in June of 2020, there is some urgency in renewing this lease. Please feel free to reach out to me with any questions or comments. If there is someone else that I need to speak with regarding this matter, I would appreciate it if you could redirect me to the appropriate contact.

Nick Steinhaus

Office Managing Shareholder
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1501 Main Street, Suite 310
Columbia, South Carolina 29201
Direct: 803.251.8828
Mobile: 803.727.9410
Email: nsteinhaus@bakerdonelson.com
www.bakerdonelson.com

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC represents clients across the U.S. and abroad from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, South Carolina, Tennessee, Texas, Virginia and Washington, D.C.

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**THIRD AMENDMENT TO
BUILDING AND ROOFTOP LEASE AGREEMENT**

This Third Amendment to Building and Rooftop Lease Agreement (this “Amendment”) is made this ___ day of _____, 2022, by and between **RICHLAND COUNTY**, hereinafter “Lessor”, and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, hereinafter “Lessee”. Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WHEREAS, Lessor and Lessee, or their predecessors in interest, entered into a Building and Rooftop Lease Agreement dated June 29, 2000, as amended by that certain First Amendment to Building and Rooftop Lease Agreement dated June 25, 2004 and as further amended by that certain Second Amendment to Building and Rooftop Lease Agreement dated September 10, 2012 (collectively the “Agreement”) whereby Lessee leases from Lessor certain space on the building rooftop located at 1701 Main Street, Columbia, Richland County, South Carolina 29201, as further described in the Agreement;

WHEREAS, the term of the Agreement will expire on June 30, 2020 and Lessor and Lessee hereby desire to amend the Agreement in order to extend the term and to otherwise modify the Agreement as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. Effective upon the expiration of the current term, the Agreement shall automatically be extended for four (4) additional five (5) year terms unless Lessee terminates the Agreement at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
3. Paragraph 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

Effective on July 1, 2020 and on each subsequent July 1st thereafter during the term of the Agreement, annual rent shall increase by two and five-tenths percent (2.5%) over the annual rent paid during the immediately preceding lease year.
4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.
5. The Agreement and this Amendment contain all agreements, promises or understandings

between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

LESSOR:

RICHLAND COUNTY

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

CELLCO PARTNERSHIP

d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____