

**City Council Minutes
September 20, 2022**

Orangeburg City Council held its regularly scheduled meeting on Tuesday, September 20, 2022, at 6:00 PM with Mayor Michael C. Butler presiding.

PRESENT:

Michael C. Butler, Mayor
Dr. Kalu Kalu, Mayor Pro Tem
Bernard Haire
Jerry Hannah
L. Zimmerman Keitt
Sandra P. Knotts
Richard F. Stroman

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to move Item 3 – 911 Update from New Business to be discussed in Executive Session. The motion was unanimously approved.

A motion was made by Councilmember Stroman, seconded by Mayor Pro Tem Kalu to approve the September 6, 2022, City Council minutes. The motion was unanimously approved.

Mr. Marc Wood, Sheheen, Hancock & Godwin, LLP, CPAs presented financials. He stated, “You have August financial statements in your packet. Revenues are about 86% of the budget. You should be at about 91%. This is due to the fact that you will receive some large deposits from the State and the Municipal Association this month. That variance will change drastically when you get September’s financial statements. Your expenditures are 91% of the budget which is in line. You have received about \$20.6 million and have spent about \$21.3 million so your expenditures are still a little bit more than revenue, but that will change drastically this month. I just want to remind Council when you receive September’s statement next month those will not be final numbers because I have to make adjustments for audit purposes. Once we update the September numbers, we will give you updated statements.

Councilmember Haire asked, “You stated there are funds due from the State and Municipal Association. Are you projecting that it will be close to matching what we need?”

Mr. Wood responded, “Yes.”

City Administrator Evering addressed Council concerning an update on the American Rescue Plan Act (ARPA) Grants for Non-Profits Update. He stated, “As you may recall, Council approved \$275,000 in ARPA funds be set aside for non-profits in the Orangeburg community. You appointed a Grant Award Committee which met on September 13, 2022. The applications were initially evaluated by our City Attorney to ensure they met the criteria in terms of being a non-profit and those who met the criteria were forwarded and considered by the Grant Award Committee. I want to share with you and the public the results of the award determinations as made by the committee.

Applicant Name	Amount Awarded
Edisto Habitat for Humanity	\$50,000
Project Life: Positeen, Inc.	\$50,000
The Samaritan House of Orangeburg County, Inc.	\$50,000
Orangeburg-Calhoun-Allendale-Bamberg (OCAB) Community Action Agency, Inc.	\$40,000
The Orangeburg Part-Time Players DBA Bluebird Theatre	\$36,500
Center for Creative Partnerships	\$29,999
Shephard Ministry of St. Andrews UMC	\$10,000
Tiffany Grant Foundation	\$10,000
TOTAL	\$276,499

A total of \$276,499 was awarded which is almost \$1,500 over the \$275,000 that was allocated. If you recall, Councilmember Haire asked that we allow up to \$300,000 if necessary. As a reminder, the committee was totally independent and appointed by each of you. The staff nor Council had any input other than the appointment of the committee. Our Grants Administrator, an assistant staff person, and I were present for guidance purposes, but we did not participate in any substantive way. It was the committee's decision."

Councilmember Hannah asked, "I am looking at eight different organizations. Were there more than eight applications?"

City Administrator Evering responded, "Yes there were 14 applications submitted. A few of them were disqualified for not meeting the criteria and others did not warrant based on the committee's decision."

Mayor Pro Tem Kalu asked, "Do they have to submit documentation on how they spent the money since it is public money?"

City Administrator Evering responded, "Yes, the non-profits will receive a letter along with the grant agreement which will spell out how they can utilize the funds in the process. They have to agree to that process before any money is received."

Mayor Butler stated, "I want to thank Council for appointing someone from your area and thank those committee members for their time and efforts."

City Administrator Evering responded, "Yes, I want to echo that. The committee was very professional and very good to work with. I do appreciate their time. They spent about three hours of their time, and it was a very thorough process. They did very well."

Assistant City Administrator Singh addressed Council concerning Resolution for application for Hometown Economic Development Grant Funds to the Municipal Association of South Carolina. He stated, "We have applied for this grant in the past. Since so many people enjoy our boardwalk, we are proposing a trail map with interesting facts about the flora, trees, and information about the Edisto River for the grant application for this year. For example, many people come here regularly to see the water wheel, but some of our travelers have no idea what that water wheel is about and so that is what we are applying for. This is a \$25,000 grant with a 15% local match. We are requesting this resolution from Council to complete the application."

Councilmember Haire stated, "The last time I was at the gardens the water wheel was not working. Is it now operational?"

Assistant City Administrator Singh responded, "If we have heavy rains, we do have debris that can get into the water wheel and stop it. That is something we constantly look at, but I will make sure to look at it again and see if we can get a little better program. Thank you for bringing that up and we will look at it."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve a Resolution for application for Hometown Economic Development Grant Funds to the Municipal Association of South Carolina. The motion was unanimously approved.

City Attorney Michael Kozlerek addressed Council concerning the First Reading of an Ordinance to Provide for Enactment and Codification/Re-codification of the Code of Ordinances, City of Orangeburg and other related matters. He stated, "The First Reading is being presented in Title Only. As you will recall, we have talked about before, the City has been going through a re-codification of its Code of Ordinances. This is not that unusual. This happens every few years. We have changed a few things within the Ordinance. Over the last several months, you have received memos and presentations from me both in executive session and in open session about some of the substantive changes, for example, removal of things like the committee of the whole which this Council does not seem to implement. There are also several stylistic or technical changes that the code provider, Municode, has recommended. The reason we are asking for Council to consider a Title Only this evening is Municode let us know last week, they anticipate

the actual physical code books printed within the next few weeks along with a proposed full-length ordinance for consideration. At that point, we would be able to provide Council with a full draft ordinance and the actual printed code volumes that would become the City's new Code if it is approved by Council."

Councilmember Haire asked, "Would you highlight those changes? I know we went over some things, but the changes that are being made, I just need, if you could highlight them for me in either a separate sheet or something wherein, I can go back and familiarize myself with them."

Attorney Kozlarek responded, "Yes sir. There is a memo in the packet that references many of those changes, but I can also send out to all the councilmembers a copy of the draft Code."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve the First Reading of an Ordinance to Provide for Enactment and Codification/Re-codification of the Code of Ordinances, City of Orangeburg and other related matters – Title Only. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve a Third Reading of an Ordinance Amending the Budget for the City of Orangeburg SC for the Fiscal Year October 1, 2021, through September 30, 2022. The motion was approved 6-1. Councilmember Hannah opposed.

City Administrator Evering addressed Council concerning the Third Reading of an Ordinance to Raise Revenue and Adopt a Budget for the City of Orangeburg SC for the Fiscal Year October 1, 2022, through September 30, 2023. "There are several notable items I would like to point out that we are asking you to consider in this budget. A three percent cost of living increase is included due in part to inflationary pressures that the City and everyone has experienced over the past year. Also, there are no millage increases at this time; however, we may want to ask you to consider that next year or going forward. We have several proposed rate or fee increases. On residential sanitation, we are asking for a \$3 increase from \$14 to \$17 and an increase in the commercial sanitation of \$5. We are continuing to research our commercial sanitation fees and would ask to reserve the right to come back before you for possible adjustments to that recommendation. We are proposing rate increases in our cart rentals at Hillcrest. We are also proposing Hillcrest be moved from an enterprise fund and be placed under our Parks and Recreation Department. This is a recommendation made by our auditor and it would make it easier for us to audit those funds at Hillcrest. Another notable recommendation is the creation of a Battalion Chief position in the Department of Public Safety (DPS). That recommendation is made at the behest of Chief Austin to give that position a role in the command staff. We are also recommending \$150,000 be set aside for maintenance to continue to improve our maintenance across the City. Some other recommendations are \$50,000 for cameras for Edisto Gardens and also our Façade Grant program. As a reminder, you all have set aside \$200,000 from ARPA so we can begin that process."

Councilmember Hannah stated, "I have stated before I am all for the three percent increase salary wise, but I also asked that you look at it in different tiers. Three percent for a person making \$15 an hour, he will not feel that like a person making \$85."

City Administrator Evering responded, "Yes sir, I recall that you made that suggestion or recommendation, and it was received by Council, and I do not think there was any movement on that as I recall."

Councilmember Stroman asked, "You are talking about putting Parks and Recreation over Hillcrest. Will that be over the employees too?"

City Administrator Evering responded, "The Parks and Recreation Director would be the Director for Hillcrest. We will still have a Facilities Manager there, but that person would report to the Parks and Recreation Director."

A motion was made by Councilmember Haire, seconded by Councilmember Knotts to approve a Third Reading of an Ordinance to Raise Revenue and Adopt a Budget for the City of Orangeburg SC for the Fiscal Year October 1, 2022, through September 30, 2023. The motion was approved 5-2. Councilmember Hannah and Councilmember Stroman opposed.

Assistant City Administrator Singh addressed Council concerning the Third Reading of an Ordinance Authorizing the Lease of 1117, 1131 and 1155 Russell Street, 1131, 1133, 1137 and 1143 Middleton Street; Authorizing the Execution and Delivery of a Lease Agreement Regarding the Same; Authorizing the Execution and Delivery of a Management Agreement Regarding the Same; Authorizing the Execution and Delivery of Additional Documents; and Providing for Related Matters. He stated, "From a technical standpoint, we are requesting the City Administrator to be able to enter the agreement with Litchfield and the tenants. Litchfield is already working with us and with the tenants. It is working well, but we do need to formalize the agreement so that is what we are here to present tonight."

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve a Third Reading of an Ordinance Authorizing the Lease of 1117, 1131 and 1155 Russell Street, 1131, 1133, 1137 and 1143 Middleton Street; Authorizing the Execution and Delivery of a Lease Agreement Regarding the Same; Authorizing the Execution and Delivery of a Management Agreement Regarding the Same; Authorizing the Execution and Delivery of Additional Documents; and Providing for Related Matters. The motion was unanimously approved.

DPU Manager Warren Harley addressed Council concerning a Resolution Authorizing Receipt, Acceptance, and Operation of certain Sewer-System Assets of South Carolina Water Utilities, Inc. (Northwood Estates); and Related Matters. He stated, "This Resolution gives me authority to sign and execute the documents to agree to accept the system taking it over on October 1, 2022. We have worked out all the details and I am comfortable telling you we are prepared to move forward and begin to operate this system. It was certainly a team effort and I do want to give credit to Orangeburg County Council for contributing \$700,000 to make this possible."

Mayor Butler stated, "Thank you Orangeburg County Council for helping us in the City and Attorney Kozlarek. This has been a long task."

A motion was made by Councilmember Hannah, seconded by Councilmember Keitt to approve a Resolution Authorizing Receipt, Acceptance, and Operation of certain Sewer-System Assets of South Carolina Water Utilities, Inc. (Northwood Estates); and Related Matters. The motion was unanimously approved.

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to enter into Executive Session concerning Personnel Matter (a) 911 Update, Contractual Matters- Discussion of negotiations incident to proposed contractual arrangements and/or others matters covered by the attorney-client privilege, S.C. Code Sec. 304-4-70(a)(2) (a) City Hall Construction, (b) Affordable Housing Initiative, (c) 1198 Russell Street, Legal Matter (a) Discussion of matters covered by the attorney-client privilege - City Attorney Update regarding FOIA/Employment Information S.C. Code Sec. 30-4-70(a)(2). The motion was unanimously approved.

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to Return to Open Session. The motion was unanimously approved.

City Administrator Evering addressed Council concerning a Resolution selecting a Contractor for the City of Orangeburg City Hall; Authorizing the Execution and Delivery of one or more documents related to the same; and providing for related matters. He stated, "We issued a Request for Proposal (RFP) for a contractor for the renovations of the new City Hall in the old bank building at the corner of Russell and Broughton Streets. We received three proposals. Before you is a Resolution for your consideration to select Mashburn Construction as the contractor for the new City Hall. We reviewed the proposals, and I am confident that Mashburn would be the best contractor for this project."

Mayor Pro Tem Kalu asked, "Would they be using any local people?"

City Administrator Evering responded, "Yes. As part of the proposal, there was a requirement to use local and minority and women contractors. They have met that and committed to doing that so local contractors will be utilized on the project."

Councilmember Stroman stated, "Again I am not in favor of spending this kind of money on a building of this age and also adding another floor to it. I am not in favor of this."

A motion was made by Councilmember Hannah, seconded by Councilmember Keitt to approve a Resolution selecting Mashburn Construction Company as the Contractor for the City of Orangeburg City Hall; Authorizing the Execution and Delivery of one or more documents related to the same; and providing for related matters. The motion was approved 6-1. Councilmember Stroman opposed.

City Administrator Evering addressed Council concerning a Resolution selecting a Consultant for the City of Orangeburg Affordable Housing Initiative; Authorizing the Execution and Delivery of one or more documents related to the same; and providing for related matters. He stated, "As you may recall, you voted to set aside \$1 million in ARPA funds for Affordable Housing Initiatives throughout the City. We have worked extensively with Development Finance Initiative out of University of North Carolina School of Government (DFI/UNC) on the Railroad Corner project. They also have significant experience with affordable housing and so we are recommending that we expand our relationship with them and engage them to also consult with the City to meet our affordable housing needs."

A motion was made by Councilmember Knotts, seconded by Councilmember Keitt to approve a Resolution selecting Development Finance Initiative/University of North Carolina School of Government (UNC/DFI) as a Consultant for the City of Orangeburg Affordable Housing Initiative; Authorizing the Execution and Delivery of one or more documents related to the same; and providing for related matters. The motion was unanimously approved.

A motion was made by Councilmember Hannah, seconded by Councilmember Knotts to adjourn. The motion was unanimously approved.

Respectfully submitted,



Linda McDaniel
City Clerk

/lhh



VOID

VOID

VOID





RESOLUTION

WHEREAS, this Resolution is made in regard to the submission of an application for Hometown Economic Development Grant funds to the Municipal Association of South Carolina on or before September 30, 2022; and,

WHEREAS, the City of Orangeburg hereby commits to provide a local cash/in-kind match of at least \$3,750; and,

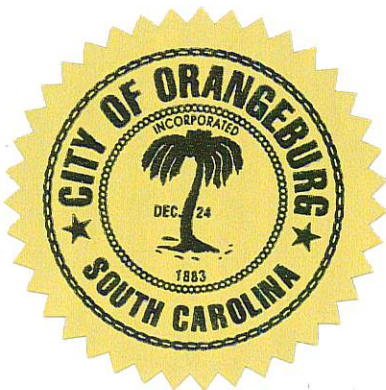
WHEREAS, which is the minimum 15-percent local match required by the Municipal Association of South Carolina; and,

WHEREAS, to support the City of Orangeburg application for a \$25,000 Hometown Economic Development Grant; and,

WHEREAS, these grant and local matching funds will be used to develop an interactive nature narrative of the unique habitats along the Horne Wetland Boardwalk and enhancing safety for patrons using the boardwalk.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Orangeburg, South Carolina, in Council assembled on this 20th day of September 2022 committing the City of Orangeburg to providing a local match for a Municipal Association of South Carolina Hometown Economic Development Grant.

Passed by the City Council of the City of Orangeburg, State of South Carolina, this 20th day of September 2022.



Michael C. Butts
MAYOR
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
MEMBERS OF COUNCIL

ATTEST:

Linda McDaniel
City Clerk



RESOLUTION

AUTHORIZING RECEIPT, ACCEPTANCE, AND OPERATION OF CERTAIN SEWER-SYSTEM ASSETS OF SOUTH CAROLINA WATER UTILITIES, INC. (NORTHWOOD ESTATES); AND RELATED MATTERS.

BE IT RESOLVED by the City Council, as the governing body of the City of Orangeburg, South Carolina:

SECTION 1. Findings.

WHEREAS, the City is a body corporate and politic organized under the laws of the State of South Carolina ("State") and possesses all powers granted to the same by the Constitution and general laws of the State;

WHEREAS, the City is authorized and empowered to acquire, construct, own, finance, operate, and maintain a municipal sewer system;

WHEREAS, the Orangeburg County Capital Project Sales and Use Tax Referendum ("CPST") provided funds for the rehabilitation of the Northwood Estates subdivision sewer system ("System");

WHEREAS, the City intends to acquire the System and rehabilitate the same through the use of the CPST funds;

WHEREAS, the City Council desires to authorize the transactions as contemplated by this Resolution.

SECTION 2. Specific Authorizations. The City Council authorizes the acceptance of (a) the System according to the form of the Bill of Sale, Assignment, and Assumption, the substantially final form of which is attached as Exhibit A, and the Limited Warranty Deed, the substantially final form of which is attached as Exhibit B, and (b) the CPST funds designated for the rehabilitation of the System.

SECTION 3. General Authorization. The City Council authorizes (a) the Manager of the Department of Public Utilities ("Manager"), and/or his designee, to receive and hold the CPST funds on behalf of and for the benefit of the City, and (b) the Manager, and each of his designee(s) to accept the Funds on behalf of the City and expend the CPST funds according to Section 2, and/or according to the City's Fiscal Year 2021-2022 Budget, as may be amended, and otherwise, as the Manager deems just and proper, all without further action required of the City Council.

SECTION 4. Further Authorization. The City Council authorizes the Manager to take whatever actions, including interacting with other elected officials, and execute and deliver whatever documents as are necessary to implement this Resolution's intent.

SECTION 5. General Repealer. Each resolution, or order of City Council, or any part of the same in conflict with this Resolution, is to the extent of that conflict, repealed.

ADOPTED BY the City Council on September 20, 2022.

Mayor

Michael C. Butler

Members of Council

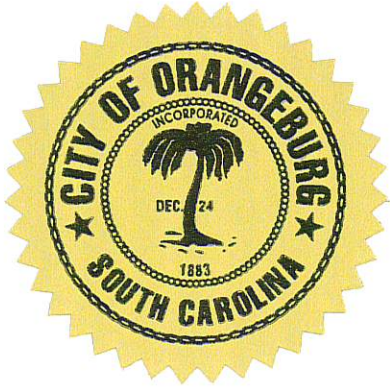
Gene Haice

Wanda P. Knott

Richard Stone

Kaliphul

L. James Keitt



Attest: Riida McDaniel
City Clerk

Exhibit A

Bill of Sale, Assignment and Assumption

This Bill of Sale (this “**Bill of Sale**” or “**Agreement**”) dated as of October 1, 2022 (the “**Effective Date**”) is made by **SOUTH CAROLINA WATER UTILITIES, INC.**, a South Carolina corporation (“**Seller**”) and the **CITY OF ORANGEBURG, DEPARTMENT OF PUBLIC UTILITIES** (“**Buyer**”).

RECITALS

WHEREAS, Seller acquired certain wastewater collection systems from Synergy Utilities, LP (“**Synergy**”), pursuant to an Asset Purchase Agreement by and between Seller, Synergy and Keith Parnell dated March 31, 2021, in which Synergy agreed to sell to Seller all of Synergy’s right, title and interest in and to such certain wastewater collection system, in exchange for the consideration set forth therein;

WHEREAS, Seller desires to transfer and assign to Buyer all of Seller’s right, title and interest in and to those certain assets which constitute the wastewater collection system set forth on Schedule A hereto (the “**Assets**” or “**System**”), and Buyer desires to acquire all of Seller’s right, title and interest in and to the Assets, subject to Seller retaining all Retained Liabilities relating to the Assets that arose prior to the Effective Date; and

WHEREAS, Buyer desires to assume, and Seller desires to assign, the obligation to operate the Assets for the benefit of the customers of such system.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby (i) sell, transfer, convey, assign, and deliver unto Buyer, its successors and assigns forever, all of Seller’s right, title, and interest in and to the Assets, free and clear of all liens and encumbrances and (ii) Buyer, in consideration of Seller’s covenants and agreements hereinafter set forth, does hereby agree to assume the obligation to operate the Assets for the benefit of the customers of such systems as follows:

In addition to the deliveries of all consents, representations, resolutions, and deeds and other documents referred to in this Agreement to be made contemporaneously with the delivery of this Bill of Sale, Seller shall also deliver all other certificates, consents, representations, resolutions, ordinances, agreements, franchises, deeds, leases, and other instructions in Seller’s possession. Seller shall deliver to Buyer all assignment of all rights, title and interest, and such deeds, leases, bills of sale, endorsements, assignment and other good and sufficient instruments of transfer, conveyance and assignment, as shall be necessary to vest Buyer with good and merchantable title, free and clear of all liens, claims and encumbrances except as hereinafter provided, to the Assets; provided, however, that deeds and other conveyances of real property (with the exception of any leases for real property) shall be in the form of a limited warranty deed, substantially in the form of Schedule B hereto. Prior to, or contemporaneously with, the delivery of this Bill of Sale, Seller shall also deliver to Buyer the existing customer lists, maps and surveys of the System and all books, records and other data relating to the Assets. Prior to, or contemporaneously with, with such delivery by Seller, Seller shall use its reasonable best efforts to put Buyer in actual, peaceable possession and operating control of the Assets.

Seller shall provide to Buyer any and all surveys, title insurance policies, environmental site assessments and geotechnical reports as are in Seller's possession, or reasonably accessible to Seller, relating to the Real Property.

FURTHER ASSURANCES.

If there are any contracts, rights, licenses, or permits, which cannot be transferred effectively without the consent of the other party or parties thereto, and such consent is unattainable, Seller will use its reasonable best efforts to assign and convey to Buyer the benefits thereof. Seller is not, and upon consummation of the transactions contemplated hereby, will not be, in default under any contract with respect to the Assets and, to the knowledge of Seller no other party to any contract with respect to the Assets is or will be in default thereunder.

AUTHORIZATION.

Seller warrants that it has all necessary authorizations and consents of third parties and is not in violation of any other obligations of the Seller.

SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby represents and warrants as follows:

(a) Seller is a corporation duly organized and validly existing under the laws of the State of South Carolina and has all necessary powers to own and operate the System.

(b) Seller's signatory to this Agreement has full power and authority to execute and deliver this Agreement and all agreements, documents and instruments referred to herein or contemplated hereby, and the conveyance, assignment and transfer contemplated hereby has been duly authorized by Seller in accordance with the provisions of all applicable law. Seller shall deliver to Buyer a resolution approving and authorizing the transactions contemplated by this Agreement. Upon the execution hereof by Seller, this Agreement shall constitute the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller has good and marketable title to the properties and assets comprising the System (real, personal and mixed, tangible and intangible) free and clear of all liens, claims, encumbrances and violations. Seller has good and marketable fee simple title to the Real Property. Seller has not received notice of violations of any applicable zoning regulations, ordinances or other laws, or any applicable regulations, laws, ordinances or requirements relating to the operation of the System and its properties, and so far as known to Seller, there is no such violation, and all assets which are being transferred or assigned to Buyer conform with all applicable ordinances, codes, laws and regulations. Seller has paid or will pay all taxes owed by it.

(d) Except as set forth herein and on the corresponding Schedules, Seller has, after due inquiry, no knowledge or reason to know or notice of liabilities or obligations about the System, secured or unsecured, whether accrued, absolute, contingent, or otherwise, other than current monthly operating expenses. At the Effective Date, Seller will not be in violation of any laws, ordinances, rules, or regulations which would materially affect the operation of the System.

(e) As of the Effective Date, Seller has no knowledge of, and has received no notice of, any

litigation, proceeding or governmental investigation pending, or threatened with respect to the System or the transactions contemplated by this Agreement arising out of, or about, the System, and, to Seller's knowledge, there is no basis for any such claims. Seller has not brought or filed any pending suit or proceeding about the System.

(f) Contemporaneously with the delivery of this Bill of Sale, Seller will provide Buyer with all current customer billing and account information, and will assist in the transitioning of customer billing from Seller to Buyer.

(g) Compliance with Applicable Environmental Law.

i. The term "Applicable Environmental Law" shall be defined as any laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any governmental authority relating to environmental conditions, industrial hygiene, pollution, or the protection of human health or the environment.

ii. Seller represents and warrants to Buyer that, to the best of its knowledge, the Real Property, the System, and Seller are not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or any response costs or remedial obligations under any Applicable Environmental Law.

iii. Seller represents and warrants that it has taken all steps necessary to determine and has determined that no petroleum products, oil, hazardous substances, or solid wastes have been disposed of or otherwise released on the Real Property and the System;

iv. Seller agrees to notify Buyer if any governmental agency or other entity notifies Seller that the Real Property, or the System, may not be in compliance with any Applicable Environmental Laws;

v. Seller hereby agrees to pay any fines, charges, fees, expenses, damages, losses, liabilities, or response costs arising from or pertaining to the application of any such Applicable Environmental Law while the Real Property and the System were in Seller's possession, and to indemnify and forever save Buyer harmless from the same. This indemnity shall survive the Effective Date or the termination of this Agreement.

(h) Seller is in compliance with all national, federal, state, and local laws applicable in all the jurisdictions in which Seller, its parents, or affiliates operates.

BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer hereby represents and warrants as follows:

(a) Buyer is a municipality organized and existing under the laws of the State of South Carolina and is duly authorized to do business in the State of South Carolina.

(b) Buyer is authorized:

i. to transact business in South Carolina and permitted by the laws of the State of South Carolina to execute and perform this Agreement; and

- ii. to accept the transfer and conveyance of the System.

CONDUCT OF SELLER'S OPERATION.

(a) Prior to the Effective Date, the operations of the System shall be conducted only in the ordinary course of business, which shall include, but not be limited to, the maintenance, in full force and effect, of any outstanding insurance policies, permits, the payment of all taxes or other obligations as they become due, collection of accounts receivable from all customers of the System, and satisfaction of, and continued compliance with, all of Seller's other expenses and obligations relating to the System.

(b) No money shall be borrowed by Seller upon reliance of any of the property, assets, or revenues of Seller, which are to be transferred or assigned to Buyer. No mortgage or pledge of any property or assets of Seller, which are used in connection with the System shall be made, and all such mortgages and pledges, if any, shall be satisfied by Seller, prior to the Effective Date, without any cost or obligation on the part of, Buyer.

(c) Seller shall conduct its operations in such a manner so that at the time of Effective Date, Seller and the System shall be in compliance with all provisions of existing laws, rules, and regulations.

(d) Seller will conduct business and operations in such manner so that on Effective Date the representations and warranties contained in this Agreement shall be true as though such representations, warranties and covenants were made on and as of the Effective Date.

CONDITIONS PRECEDENT.

(a) In addition to any other condition precedent set forth in this Agreement, all obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Effective Date, of each of the following conditions:

- i. Misrepresentations. Buyer or its agents or attorneys shall not have discovered, and there shall not be or have been, any material errors, misstatements or omissions in the representations and warranties made by Seller in or pursuant to this Agreement.

- ii. All representations and warranties made by Seller in or pursuant to this Agreement shall be deemed to have been made again at and as of the time of the Effective Date and shall then be true and correct in all material respects. Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to Effective Date.

- iii. During the period of time from the date hereof to the Effective Date, there shall not have been any material adverse change in the properties or any material adverse change in the financial condition of Seller or any material adverse change in the operation or customer list of Seller.

- iv. Seller shall have delivered an executed counterpart to the Limited Warranty Deed, substantially in the form attached as Schedule B hereto.

LIABILITIES AND INDEMNIFICATION.

(a) Except as otherwise provided herein, and to the extent allowed by law, Seller agrees that it will pay, satisfy, indemnify, and hold harmless Buyer, and each elected official, officer, employee, agent, or representative of Buyer (collectively, "Buyer Indemnified Parties") from the following, at all times after the date of this Agreement:

i. all liabilities, debts and obligations of Seller, or the System of any nature, whether accrued, absolute, contingent or otherwise, existing prior to or at the date of the Effective Date, or arising out of transactions or commitments entered into, or any state of facts existing, prior to, or at the time of, the Effective Date including all fees, charges and expenses of attorneys and engineers, so long as, and to the extent that, such liabilities, debts and obligations relate to the. Without limiting the generality of the foregoing, Seller will satisfy and hold harmless the Buyer Indemnified Parties from any and all fees, charges and expenses of engineers hired by Seller in connection with this Agreement; any claims or liens with respect to outstanding line charge deposits on the System; and, any claims for refund of any deposits or other money, including customer service deposits; (ii) any damage or deficiency resulting from, or connected with, any misrepresentations, breach of warranty, or nonfulfillment of any agreement or covenant on the part of Seller under this Agreement or from any misrepresentation in, or omission from, any certificate or other instrument or document furnished or to be furnished to Buyer hereunder, (iii) any liability, debt, or obligation arising or related to health insurance policies, employee benefit plans, retirement plans, individual retirement accounts, or 401(k) accounts related to, managed by, belonging to, or held for the benefit of, Sellers, their officers, members, shareholders, employees, or any other third parties arising prior to the Effective Date and (iv) all actions, suits, proceedings, investigations, demands, assessments, judgments, costs, fines, expenses, appeals, attorneys' fees, and expenses incident to any of the foregoing. Seller shall promptly pay any such item covered by this indemnity clause upon demand.

(b) Except as otherwise provided herein, and to the extent allowed by law, Buyer agrees that it will pay, satisfy, indemnify, and hold harmless Seller, and each officer, director, employee, agent, or representative of Seller from any damage or deficiency resulting from, or connected with, any misrepresentations, breach of warranty, or nonfulfillment of any agreement or covenant on the part of Buyer under this Agreement.

(c) The party seeking indemnification under subsections (a) and (b) above, as the case may be (the "Indemnified Party"), shall give prompt written notice to the other party (the "Indemnifying Party") of the claim against which it seeks to be indemnified. The failure by an Indemnified Party to give such notice will not relieve the Indemnifying Party of its obligations under subsections (a) and (b), except to the extent that such failure results in the failure of actual notice and the Indemnifying Party is damaged as a result of the failure to give notice. The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless: (a) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; (b) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action (in which case the Indemnifying Party will not have the right to direct the defense of the action on behalf of the Indemnified Party); or (c) the Indemnifying Party has not in fact retained counsel to assume the defense of the action within a reasonable period of time following receipt of the notice given pursuant to this subsection (c), in each of

which cases the fees and expenses of such counsel will be at the expense of the Indemnifying Party. An Indemnifying Party will not be liable for any settlement of an action effected without its written consent (which consent will not be unreasonably withheld or delayed), nor will an Indemnifying Party settle any such action without the written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed). No Indemnifying Party will consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

For the purposes of this Agreement, Seller is retaining certain liabilities related to this transaction. Such Seller "Retained Liabilities" shall mean all claims, litigation, proceedings or governmental investigations, and any judgments, costs, fines, expenses, appeals and attorneys' fees related thereto, arising out of or relating to the System, if any, arising or existing prior to or at the Effective Date, or arising out of or relating to transactions or commitments entered into by Seller or its predecessors in interest prior to the Effective Date. Notwithstanding anything to the contrary in this Agreement and for the avoidance of doubt, "Retained Liabilities" shall not include any liabilities with respect to the condition and/or sufficiency of the plants, systems, facilities, all wells, pumps, pipes, connections and lift stations, pipelines, transmission mains, meters, service lines, valves, fittings, collection lines, outfall lines, lift stations, easements and rights-of-way (collectively, "Pipes") and Buyer acknowledges and agrees that the Pipes are being transferred on an "as is, where is" basis. Other than as set forth herein, Seller makes no representations and grants no warranties, express or implied, either in fact or by operation of law, by statute or otherwise regarding the Assets or otherwise in connection with the transactions contemplated by this Bill of Sale, and expressly disclaims any other warranties, whether written or oral, or express or implied, with respect to the condition of the Assets.

CANCELLATION OF EXISTING COMMITMENTS.

Except as provided herein, and with the prior consent of Buyer, Seller hereby agrees and consents to the cancellation and termination, as of the date of the Effective Date, of any contract, commitment or undertaking with respect to System which it has made with any other person, firm, or corporation, other than this Agreement and excepting those contracts, commitments, or undertakings which by their terms are not cancelable or terminable, or which have been expressly assumed by Buyer pursuant hereto, and each party hereto shall take such action as is necessary to effect such cancellation and termination.

FUTURE COOPERATION

Following the Effective Date, Buyer and Seller shall use reasonable best efforts to cooperate in an orderly transition of billing systems and processes.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

Seller and Buyer agree that none of the parties hereto have made any representation, warranty, or covenant not set forth herein or called for hereby and that this Agreement constitutes the entire agreement between the parties hereto. All representations, warranties, covenants, and agreements made in or pursuant to this Agreement shall survive the Effective Date for the term of any applicable statute of limitations.

The parties hereto acknowledge that this Agreement has been negotiated and entered in the State of South Carolina. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of South Carolina.

This Bill of Sale and all of the provisions hereof shall bind and inure to the benefit of their respective permitted successors and assigns.

The parties hereto agree to execute such documents and other papers and perform such further acts without further consideration as may be reasonably required to carry out the provisions hereof and the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their duly authorized officers, all as of the date first above written.

SELLER:
SOUTH CAROLINA WATER UTILITIES, INC.

BUYER:
CITY OF ORANGEBURG, DEPARTMENT OF
PUBLIC UTILITIES

By: _____
Name: Craig Sorensen
Its: President

By: _____

Schedule A

Assets

The entire sewerage system of Northwood Estates Subdivision near the city of Orangeburg, COUNTY OF ORANGEBURG, State of South Carolina, including all improvements and appurtenances, including plants, systems, facilities, all wells, pumps, pipes, connections and lift stations, pipelines, transmission mains, meters, service lines, valves, fittings, collection lines, outfall lines, lift stations and other usual component parts of wastewater collection and treatment systems, and any and all other equipment used solely in connection with the operation of such systems and all of Seller's properties, real, personal, and mixed, tangible and intangible, which form a part of or pertain to, the Northwoods Estates Subdivision systems, including, but not limited to, the real estate and any structures or improvements located thereon, together with the right of access, ingress and egress for the installation, maintenance and operation of such systems in those areas over which utilities easements have been reserved;

all leases, leasehold interests, easements, rights-of-way, crossing agreements, privileges, and immunities used by Seller or its predecessors in interest solely in the operation of the Northwoods Estates Subdivision systems;

all permits, franchises and licenses, used by Seller or its predecessors in interest solely in the operation of the Northwoods Estates Subdivision systems;

all of Seller's contracts, agreements, documents and instruments solely relating to the Northwoods Estates Subdivision systems, including but not limited to, all books, records, customer service agreements, reservation of capacity agreements, franchise agreements, surveys, appraisals; and environmental reports;

all of Seller's financial and accounting records and information solely relating to the Northwoods Estates Subdivision systems, in whatever medium such financial and accounting records and information exist.;
and

all property, rights, and privileges, whether real, personal or mixed, and whether tangible or intangible, relating to the System, that Seller has or may acquire related to Northwoods Estates Subdivision systems.

EXHIBIT "A"

The entire sewerage system of NORTHWOOD ESTATES SUBDIVISION near the City of Orangeburg, COUNTY OF ORANGEBURG, State of South Carolina, including all wells, pumps, pipes, connections, lift stations, sewer treatment facilities and any and all other equipment used in connection with the operation of such systems, together with the right of access, ingress and egress for the installation, maintenance and operation of such systems in those areas over which utilities easements have been reserved; also including those parcels of land on which the sewerage oxidation holding pond and oxidation pond are located, said parcels of land being more particularly described on the following plats, all of which are recorded in the Office of the Register of Deeds for ORANGEBURG COUNTY as indicated:

(1) Pump station - being a portion of LOT NO. ONE (1) of BLOCK E of NORTHWOOD ESTATES SUBDIVISION, as more fully shown a "Pump Station" on that certain plat prepared for Wheat Realty & Construction, Inc. by Belter & Associates, land surveyors, dated March 12, 1974, and recorded March 15, 1974, in the Office of the Register of Deeds for ORANGEBURG COUNTY, South Carolina in Plat Book 39 at page 49.

(2) PUMP STATION: ALL that 115 feet-by-115 feet parcel of land, shown and designated as "AREA = 0.304 ACRE, 13,225 SQ. FT., to be conveyed to Orangeburg DPU, a portion of tract 0183-00-10-072.00" together with the building and improvements thereon, as well as those easements of record, including but not limited to a fifteen (15) foot access easement running along the eastern boundary of Lot 12, Block K, as recorded in Plat Book 02070 at Page 0129, situate, lying and being in the County of Orangeburg, State of South Carolina, all of which is shown and designated on a plat entitled "REMAINING PORTION, SYNERGY UTILITIES, LP, TP 0183-00-10-072.000" prepared by Kyle McLamb, S.C.P.L.S. No. 16,818, of AECOM Technical Services, Inc. Land dated January 4, 2022, and recorded March 3, 2022, in Plat Book D521 at Page 1 in the Register of Deeds Office for Orangeburg County, South Carolina; said street address being known under the present numbering system as 1805 Northwood Drive, Orangeburg, SC 29115.

(3) All those sewer lines as shown on a plat designated As Built Sewerage of Northwood Estates subdivision prepared by Belter & Smith, Inc., surveyors, dated December 7, 1971, and recorded March 15, 1974, in the Office of the Register of Deeds for ORANGEBURG, South Carolina, in Plat Book 39 at page 52.

The boundaries, metes, courses and distances of the Pump Station sites are set forth and shown on the above referenced plats which are incorporated herein and made a part hereof by reference.



A RESOLUTION SELECTING A CONSULTANT FOR THE CITY OF ORANGEBURG AFFORDABLE HOUSING INITIATIVE; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE DOCUMENTS RELATED TO THE SAME; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Orangeburg ("City") finds:

- (a) the City previously highlighted the need for affordable housing in the City;
- (b) the City has allocated approximately \$1,000,000 from ARPA funds to assist with affordable housing in the City;
- (c) to facilitate the City's affordable housing initiative, the City desires to engage a consultant with (i) extensive experience in how local government can participate in affordable housing efforts and (ii) an existing relationship with the City; and
- (d) by this Resolution, the City intends to select such a consultant:

NOW, THEREFORE, by a majority vote of the Council members present, the Council resolves as follows:

Section 1. *Incorporation of Findings.* The City hereby adopts and incorporates the findings contained in the "WHEREAS" clauses above.

Section 2. *Submissions.* Based on the proposal, which is attached as Exhibit A, the City Administrator has recommended to the City Council, and the City Council selects The University of North Carolina Chapel Hill School of Government's Development Finance Initiative ("DFI") as the consultant for the City's affordable housing initiative.

Section 3. *Authorization to Execute and Deliver Contracts and Related Documents.* After review by and consultation with the City Attorney, the Mayor, the City Clerk, and the City Administrator are each authorized, empowered, and directed to execute, acknowledge, and deliver one or more consulting contracts and all other related documents in the name of and on behalf of the City, and to cause the executed documents to be delivered to the appropriate parties.

Section 4. *Authorization for City Officials to Act.* The Mayor, the City Clerk, and the City Administrator, for and on behalf of the City, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the intent of this Resolution, and the performance of all obligations of the City under and pursuant to this Resolution.

Section 5. *General Repealer.* Each order, resolution, or part of the same in conflict with this Resolution, is, to the extent of that conflict, repealed.

Section 6. *Effective Date.* This Resolution is effective at its approval.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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ENACTED BY the City Council on September 20, 2022.

Mayor

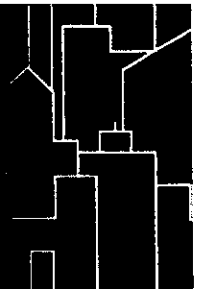
Michael C. Butler



Members of Council

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Attest: Randa McDaniel
City Clerk



MEMORANDUM

To: Sidney Evering, City Administrator, City of Orangeburg, SC

From: Marcia Perritt, Associate Director, Development Finance Initiative
Rory Dowling, Development Advisor, Development Finance Initiative

Date: August 4, 2022

Re: Proposal to Provide Phase 1 Opportunity Site Identification Services for Affordable Housing Development in the City of Orangeburg

UNC-Chapel Hill Development Finance Initiative

The UNC Chapel Hill School of Government (SOG) established the Development Finance Initiative (DFI) in 2011 to assist local governments and their partners in North Carolina and beyond with achieving their community economic development goals. The SOG is the largest university-based local government training, advisory, and research organization in the United States. DFI partners with communities to attract private investment for transformative projects by providing specialized finance and real estate development expertise. DFI projects have attracted over \$1 billion in private investment.

Request for Technical Assistance

The City of Orangeburg requested technical assistance from DFI in June 2022 in evaluating opportunities to increase its supply of affordable housing for low- and moderate-income households and further its community economic development goals. DFI proposes to conduct this work in two phases. In Phase 1, DFI will carry out high level pre-development activities—parcel analysis, site analysis, and financial feasibility—to identify and prioritize key sites for affordable housing development, based on market needs and the City's public interests. Phase 1, which also includes an affordable housing needs assessment, is referred to as the Opportunity Site Identification process.

In Phase 2, once and if the City secures site control and decides to proceed, DFI would conduct additional, in-depth pre-development analysis on the prioritized site(s) and support the City in attracting a private development partner. Phase 2 services would require a separate contract and fee.

Scope of Services

The following Scope of Services outlines the Phase 1 activities that DFI would conduct in the City of Orangeburg (the "Project Area") to identify and prioritize sites that present viable opportunities for affordable housing development:

Phase 1: Opportunity Site Identification

1. Conduct a community scan, which is an analysis of market-relevant demographic and socioeconomic data, as well as a review of current and historic plans, visioning documents, studies, research, development proposals, conceptual renderings, notes from public input sessions, and other materials relevant to affordable housing development within the city;
2. Conduct a housing needs assessment of the city to identify the scale of demand for specific housing types at various income levels. The assessment includes an evaluation of primary demand drivers such as growth and employment trends, as well as an in-depth analysis of the existing housing supply;
3. Establish affordable housing priorities for Project selection in collaboration with the City and key internal stakeholders;
4. With an emphasis on City-owned properties, identify up to three sites (each a "Study Site") suitable for Low-Income Housing Tax Credit (LIHTC) development as defined by the SC State Housing Finance and Development Authority's Qualified Allocation Plan (QAP). LIHTC is the largest affordable housing finance program in the country, incentivizing the acquisition, construction, and rehabilitation of private rental housing for low-to-moderate income households;
5. For each Study Site, collect and analyze relevant data for a parcel analysis to understand current conditions (sales trends, vacancy, land use, ownership, and underutilization) and changes over time;
6. Conduct a high-level site analysis for each Study Site, examining publicly available data regarding topography, hydrology, infrastructure, etc. to gain a general understanding of development opportunities and constraints;
7. Conduct a high-level financial analysis for each Study Site in order to make a general determination about the feasibility of affordable housing development on each site; and
8. Identify and prioritize one Study Site based on the aforementioned analysis and make recommendations related to that site.

This Scope of Services does not include services that require a licensed broker, a licensed real estate appraiser, or licensed attorney to perform. In addition, the scope does not include tasks associated with site planning expertise from architects or engineers, nor does it include site

preparation expenses such as land survey, soil samples, and environmental testing (if such services are required, DFI will advise the City to obtain such services from third parties).

The fee accounts for efficiencies gained from utilizing virtual meeting tools rather than in-person meetings. The above Scope of Services and associated fee includes three (3) site visits.

Phase 1 Deliverables

Deliverables include presentations, summaries, and other documentation intended by DFI to be delivered to the City regarding the above Scope of Services.

Phase 1 Timeline

The timeline for completing Activities 1-8 (Phase 1) is estimated to be 6 months from commencement.

Phase 1 Fee

The flat fee for the above Scope of Services is \$71,200. The flat fee is payable over two installments of \$35,600 each, over two fiscal years if desired.

Potential for Future Phase 2: Solicitation of a Private Development Partner

In Phase 2, following the City obtaining site control of a Study Site, DFI will conduct additional site-specific pre-development analysis and assist the City in identifying experienced private developers to execute an affordable housing development project. Following the selection of a development partner, DFI will then support the City of Orangeburg in negotiating key deal points in a development agreement with its selected partner. Phase 2 services would require a separate contract and fee.



A RESOLUTION SELECTING A CONTRACTOR FOR THE CITY OF ORANGEBURG CITY HALL; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE DOCUMENTS RELATED TO THE SAME; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council ("Council") of the City of Orangeburg ("City") finds:

- (a) the City previously authorized the design, acquisition, renovation, rehabilitation, improvement, construction, expansion, and/or equipping of a new City Hall ("Project");
- (b) the new City Hall will provide for a more efficient means of carrying out the City's functions and better facilitate the provision of services to the City's citizens;
- (c) to facilitate the Project, the City determined to use a request for qualifications process to obtain the most-qualified individuals and/or firms to serve as the City's construction manager-at-risk for the Project; and
- (d) the City has completed the RFQ process and desires to select a firm to serve as the construction manager-at-risk:

NOW, THEREFORE, by a majority vote of the Council members present, the Council resolves as follows:

Section 1. *Incorporation of Findings.* The City hereby adopts and incorporates the findings contained in the "WHEREAS" clauses above.

Section 2. *Submissions.* The City Administrator, or his designee, provided notice through a request for qualification process to various individuals and/or firms that might be interested in providing construction manager-at risk services for the Project. After careful consideration of the responses, based on the proposal attached as Exhibit A, the City Administrator has recommended to the City Council, and the City Council selects Mashburn Construction Company, Inc. ("Mashburn") to serve as the construction manager-at risk for the Project.

Section 3. *Authorization to Execute and Deliver Contracts and Related Documents.* After review by and consultation with the City Attorney, the Mayor, the City Clerk, and the City Administrator are each authorized, empowered, and directed to execute, acknowledge, and deliver one or more construction contracts and all other related documents in the name of and on behalf of the City, and to cause the executed documents to be delivered to the appropriate parties.

Section 4. *Authorization for City Officials to Act.* The Mayor, the City Clerk, and the City Administrator, for and on behalf of the City, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the intent of this Resolution, and the performance of all obligations of the City under and pursuant to this Resolution.

Section 5. *General Repealer.* Each order, resolution, or part of the same in conflict with this Resolution, is, to the extent of that conflict, repealed.

Section 6. *Effective Date.* This Resolution is effective at its approval.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
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ENACTED BY the City Council on September 20, 2022.

Mayor

Michael C. Butler

Members of Council

James H. Hawn
James H. Hawn
James H. Hawn
James H. Hawn
L. Zimmerman



Attest:

Ruida McDaniel
City Clerk



Statement of Qualifications

**RFQ City of Orangeburg Construction
Manager at Risk [CMAR] City Hall Renovation**

August 10, 2022





August 10, 2022

Attn: Sidney Evering, City Administrator
979 State Rd. S-38-211
Orangeburg, SC 29116

RE: RFQ City of Orangeburg Construction Manager at Risk (CMAR) City Hall Renovation

Dear Mr. Evering:

Mashburn welcomes the opportunity to collaborate with the City of Orangeburg on a project that will make a significant impact on the City's future, and more importantly, the citizens that it will serve. As our proposal will demonstrate, we have 46 years of experience building many municipal facilities throughout the state of South Carolina. Mashburn will also bring the following unique qualifications to your project:

- Our firm has successfully completed numerous projects for the following public entities, including but not limited to: Beaufort County; City of Columbia (various); City of Charleston; City of Florence; Clarendon County; Lexington County; Isle of Palms; Lake City; Lexington/Richland Alcohol and Drug Abuse Council (various); Richland County; Town of Chapin; Town of Kingstree and Town of Little Mountain (various).
- We have proposed a highly qualified team of individuals along with the added value of our consultant team and experience, Osmium Development. This experience is expanded upon in team resumes within the proposal.
- The Mashburn/Osmium team is well versed in the CMAR delivery method and are prepared to execute specific procedures with extra attention to detail and thorough communication to ensure a smooth project for the City of Orangeburg.
- Mashburn is uniquely geographically positioned where we can provide proper management and staffing to the City of Orangeburg's project. Furthermore, this unique position as well as our four offices throughout the state will allow access to a wide variety of resources.
- The Mashburn/Osmium team, together, has a loyal subcontractor base that is not only regional, but, will fulfill the City of Orangeburg's desire to bring minority, HUB firms and women business enterprises to the table (early on in the process) for added value.

Our proposal will demonstrate our strengths in many of the areas that the City of Orangeburg deems critical to the success of the City Hall Renovation project. We are also financially stable, fully license and have a long list of client and partner references that can comment on our successful working relationship.

Thank you for the opportunity to present these qualifications, and we look forward to discussing the project with you further. If you have any questions, please feel free to call me at (803) 513-3211.

Sincerely,

MASHBURN CONSTRUCTION COMPANY, INC.

Lee Mashburn
President

COLUMBIA
1820 Sumter Street (29201)
Post Office Box 2466
Columbia, SC 29202-2466
803-400-1000 | 803-400-1010 Fax

CHARLESTON
1202 Chuck Dawley Boulevard
Mt. Pleasant, SC 29464
843-853-4303 | 843-853-4304 Fax

GREENVILLE
18 East North Street, Suite 301
Greenville, SC 29601
864-660-8528 | 864-213-8092 Fax

MYRTLE BEACH
807 N. Kings Highway
Myrtle Beach, SC 29577
843-353-4040 | 843-325-2504 Fax

www.MashburnConstruction.com

Carolina AGC Pinnacle Award Winner / Best General Contractor
Named one of the 2021 Best Places to Work in South Carolina by the South Carolina Chamber of Commerce



TABLE OF CONTENTS

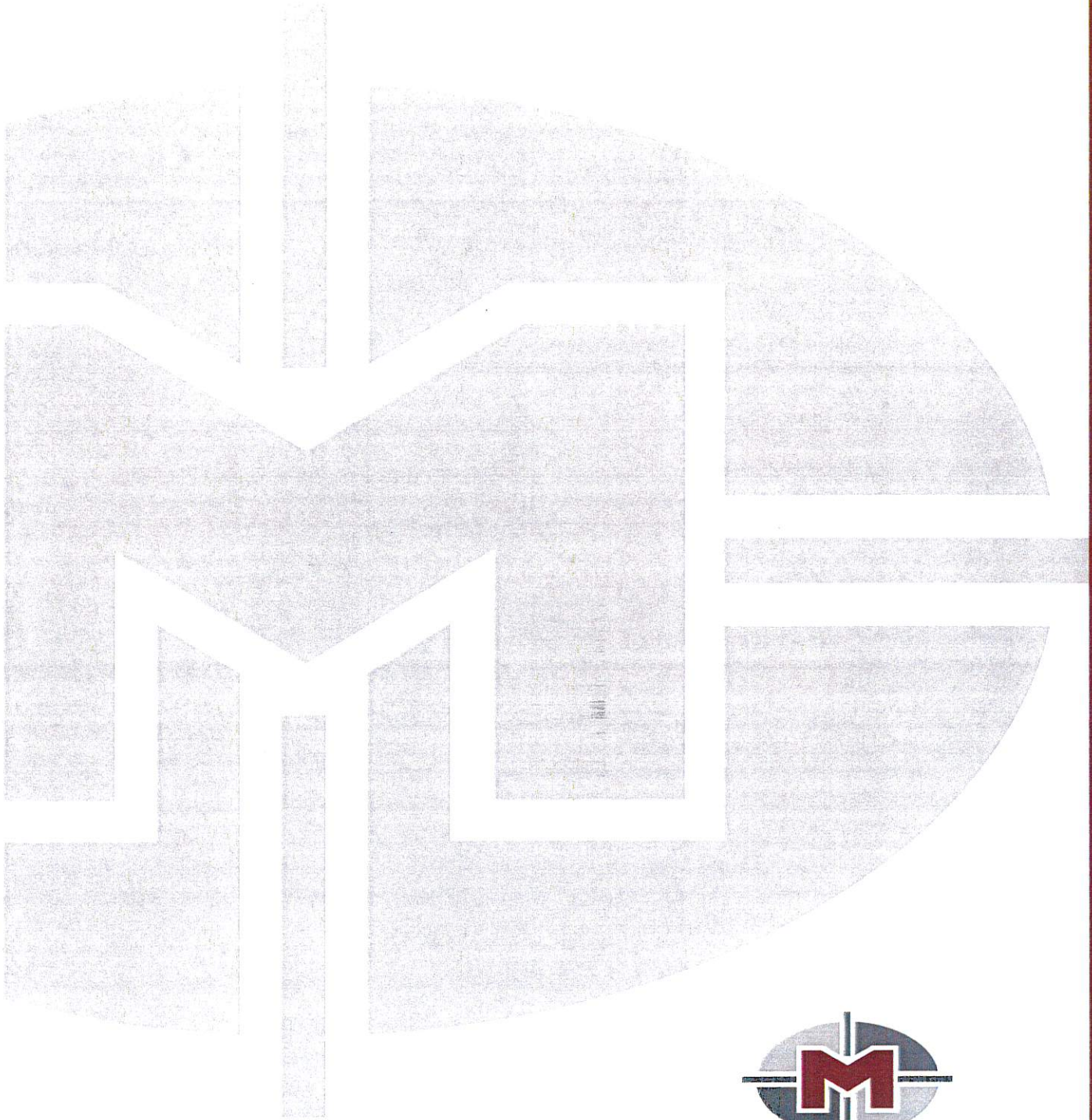
tab
01 Qualifications and Experience

tab
02 Project Approach

tab
03 Questionnaire

tab
04 Appendix





MASHBURN

MASHBURNCONSTRUCTION.com



Firm Overview

Firm Providing the Bond for the Project

Mashburn Construction Company, Inc.

Organizational Chart Depicting Key Staff and Their Roles Proposed for the Project

Please find an organization chart depicting key staff and their roles for this project below.



Current Assignments and Availability to Work

Please find current assignments for each of the key staff members proposed for this project, and their availability, on page 4.

Resumes of Key Staff

Please find resumes of the key staff proposed for this project on the pages 5-9.



Current Assignments and Availability to Work

Please find current assignments for each of the key staff members on proposed for this project, and their availability, below.

CHRIS SINCLAIR: Project Manager

Current Projects	Current Status	Anticipated Completion
1728-1730 Main Street	In Construction	March 2023

BRIAN JOHNSON: Assistant Project Manager

Current Projects	Current Status	Anticipated Completion
Orangeburg County School District 5 - High School for Health Professions	In Construction	September 2022
South Carolina Department of Human Health Services	In Construction	August 2022
Kingdom Kids Development Center	In Construction	August 2022
Richland School District 2	In Construction	June 2027
Columbia Housing Authority	In Construction	Ongoing
Pee Dee Transit Authority	In Construction	Ongoing

RICH STICKELS: General Superintendent

Current Projects	Current Status	Anticipated Completion
1728-1730 Main Street	In Construction	March 2023
1801 Assembly VARO	In Construction	October 2023
Three Rivers - 7-Bed Addition	In Construction	October 2022
Shepherd Hotel	In Construction	August 2022

BUNNY JOHNSON: Assistant Superintendent

Current Projects	Current Status	Anticipated Completion
Orangeburg County School District 5 - High School for Health Professions	In Construction	September 2022
South Carolina Department of Human Health Services	In Construction	August 2022
Kingdom Kids Development Center	In Construction	August 2022
Richland School District 2	In Construction	June 2027
Columbia Housing Authority	In Construction	Ongoing
Pee Dee Transit Authority	In Construction	Ongoing



Kris Keith

Corporate Title: Senior Preconstruction Manager

Project Role: Senior Preconstruction Manager

Working closely with the Project Manager, the Senior Preconstruction Manager will provide leadership during the planning phases of the project. Kris will be responsible for estimating, MEP coordination, value analysis and constructability reviews. He will also create project-specific phasing, scheduling and development of trade contractor bid scopes.

EXPERIENCE

38 Years in the Industry

3 Years with the Firm

CERTIFICATIONS, REGISTRATIONS AND TRAINING

First Aid/CPR Certified

Building Information Modeling (BIM)

Assemble 3D Quantity Take-Off

INDUSTRY AFFILIATIONS

2007 Hancock County Leadership Graduate

2014 - 2015 Diamondhead UMC Trustee Member

2015 - 2019 Diamondhead UMC Trustee Chairman

2020 Diamondhead UMC Staff Parrish Relations Committee

Relevant Experience

ICE Headquarters, West Columbia, SC

The building was two-stories with an open concept and built with room for future expansion. The exterior concrete columns at the stair towers were 18" round concrete columns with applied stucco on the exterior. This project consisted of concrete, masonry, structural steel, casework, membrane roofing, doors and frames, storefronts, metal framing and drywall, acoustical ceilings, flooring, paint, specialties, elevator, fire protection, plumbing, HVAC and electrical. Mashburn collaborated with their design team to provide the desired look.

Peak Drift Brewery, Columbia SC

The project consists of the historic renovation of a 63,000 SF industrial warehouse space into brewery and event space. Mashburn Construction and Lambert Architecture will work together on the project to provide Design and Preconstruction Services as well as Historical Consulting and full Construction Services. The shell work is currently underway while we complete Schematic Design and Pricing, which we project to culminate in final Design Development and full permitting for upfit work to commence in mid to late November.

St. Anne and St. Jude Catholic Church, Sumter, SC

Mashburn will complete a 17,000 SF church with metal studs and structural steel with brick veneer. The church will also have 150 parking spaces for guests. The anticipated completion date for the project is October 2022.

*Coast Transit Authority Office Renovation, Gulfport, MS

\$8M

2018

*Entergy NP Echelon Office Renovation, Jackson, MS

\$8M

2018

*Westwood Center Phase III Office Building, Orlando, FL

\$10M

2001

*Previous Employer



Chris Sinclair

LEED AP, BC + C

Corporate Title: Site Manager

Project Role: Project Manager

As Project Manager, Chris works closely with the preconstruction manager during the planning phase of every project to provide continuity in all phases. He will conduct preconstruction meetings with assigned personnel from each subcontractor and evaluate contract documents to plan start and completion times, as well as to determine the staffing requirements for each phase of construction. He also oversees and assists with construction supervision, develops construction means and methods, ensures materials and workmanship conform to plans and specifications and ensures that all safety requirements are met.

EXPERIENCE

17 Years in Industry

1 Year with the Firm

CERTIFICATIONS, REGISTRATIONS AND TRAINING

Project Management Institute

PMP (Project Management Professional)

LEED AP, BD+C

Completed State of SC GC License

Sub classifications (Concrete/Asphalt Paving, marine, bridges, etc.)

Completed SC DHEC Certified

Erosion Control Inspector

Certification Program

30 Hour OSHA Training Certified

First Aid and CPR Training Certified

EDUCATION

B.S., Business Administration,

University of South Carolina

Relevant Experience

1728-1730 Main Street, Columbia, SC

This project is the renovation and adaptive reuse of approximately 25,000 SF for a mixed-use development. Both 1728 and 1730 will be renovated to include a Revive Wellness and Spa on the first floor with luxury apartments on the second floor of each building. The 1730 building will also house luxury apartments featuring private rooftop patios on the third level. There will also be an elevator tower and an additional flight of stairs built to extend the existing staircase to the third level at the rear of the building, adjacent to the existing parking lot.

*Legacy Trail Extension, Sarasota, FL

New construction of a rails to trails project converting abandoned train railway into a bike trail. Included playground and restroom building facilities, as well as, new utilities work.

*Bees Ferry/West Ashley Library, Charleston, SC

Construction of new library facility near Charleston, SC.

*Lexington 2 Institute of Innovation, Lexington, SC

Construction of new CATE center building which included the following careers/ trade classrooms - welding, auto body, auto mechanics, carpentry, firefighting, barbering, cosmetology, culinary arts, drafting, graphic design, engineering/ robotics, television production/radio, nursing, sports sciences/PT, etc.

*Cherokee County Schools Program, Cherokee County, SC

Numerous existing school renovations and additions, construction of new CATE center.

*Richland County Public Library - Sandhills, Columbia, SC

Construction of new library facility adjacent to Richland Institute of Innovation and Richland 2 DO.

*Previous Employer



Brian Johnson

Corporate Title: Project Manager

Project Role: Assistant Project Manager

Brian will assist in all management and field activities for this project. His main responsibilities will be invoicing, documentation of all meeting minutes, correspondence, and submittal coordination and flow.

EXPERIENCE

27 Years in Industry

1 Year with the Firm

EDUCATION

United States Marine Corp, Corp

Trained Electrician

Maryland University Extension

Business Administration

Jack Miller Institute of Construction
Management

Relevant Experience

*Church 45,000 Sq. ft.

\$7.5 million

100-unit Apartment Complex, Augusta, Georgia

Regional Hospital, Vicksburg, Mississippi

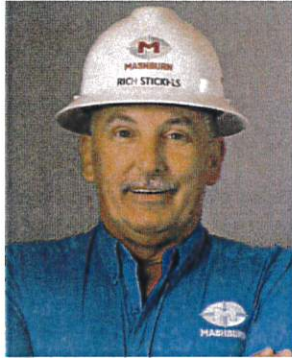
Blueprint Management

Provided major cost savings services

Construction field experience and in-office experience with administrative parts of construction.

Project Manager

Coordinated job start-up process, reviewed sub-contractor's Scope of Work, reviewed cost and contracts, and worked closely with Superintendent to keep projects on track for completion, on time and within budget.



Rich Stickels

Corporate Title: General Superintendent

Project Role: General Superintendent

As a full-time, on-site General Superintendent, Rich will help support and coordinate all superintendents in the Columbia and surrounding areas. His duties include helping set up and stage jobsites, monitoring safety and quality control and coordinating field staff. He is responsible for ensuring that safe work practices are used for all construction activities and for the daily Quality Control inspections of all work in progress.

EXPERIENCE

35 Years in Industry
5 Years with the Firm

CERTIFICATIONS, REGISTRATIONS AND TRAINING

OSHA-30 Hour
Certified CPR and First Aid
Flagger
Rigger
Heavy Equipment Operator
Crane Certified
Certified Welder
SWPPP Certified
Scaffolding Certified

EDUCATION

A.A., Business Administration,
Manchester Community College

Relevant Experience

ICE Headquarters, West Columbia, SC

The building was two-stories with an open concept and built with room for future expansion. The exterior concrete columns at the stair towers were 18" round concrete columns with applied stucco on the exterior. This project consisted of concrete, masonry, structural steel, casework, membrane roofing, doors and frames, storefronts, metal framing and drywall, acoustical ceilings, flooring, paint, specialties, elevator, fire protection, plumbing, HVAC and electrical. Mashburn collaborated with their design team to provide the desired look.

Peak Drift Brewery, Columbia SC

The project consists of the historic renovation of a 63,000 SF industrial warehouse space into brewery and event space. Mashburn Construction and Lambert Architecture will work together on the project to provide Design and Preconstruction Services as well as Historical Consulting and full Construction Services. The shell work is currently underway while we complete Schematic Design and Pricing, which we project to culminate in final Design Development and full permitting for upfit work to commence in mid to late November.

Smoked, Columbia, SC

This was a historic renovation of 3 contiguous buildings on Main Street that will be converted into multi-use space. Smoked was a highly-anticipated downtown restaurant that also housed a micro-brewery and speakeasy. The mixed-use development included multiple bar, indoor-outdoor dining spaces, and an oyster bar with a unique skylight feature. The outdoor area included a patio with synthetic turf and an outdoor smoker for smoked meats. Part of the roof was converted to serve as a rooftop bar. The second floor housed apartments and support space for the restaurant.

Ben Lippen School Addition and Renovation, Columbia, SC

Mashburn constructed a two-story classroom addition and minor renovations to an existing campus that was occupied during the construction phase. The scope of work included a new elevator and shaft, security provisions for a single point-of-entry and the installation of sprinkler system in the existing classroom building.



Bunny Johnson

Corporate Title: Superintendent

Project Role: Assistant Superintendent

The Assistant Superintendent's primary responsibility is to support the Superintendent and Project Manager in the successful completion of assigned projects. Bunny will participate in overseeing job site safety, quality control, project scheduling, and communications with the architect and consultants on field and constructability issues.

EXPERIENCE

35 Years in Industry

1 Year with the Firm

CERTIFICATIONS, REGISTRATIONS AND TRAINING

OSHA 10

Blueprint Reading

EDUCATION

University of Wisconsin, Business

Administration with emphasis
on Small Business Management/
Retail

University of New York – Economic,

Professional Sales and Marketing

Fort Wayne Tech, Business Law

Midlands Tech, Blueprint Reading

and Estimating

University of Georgia – Historic

Preservation and Restoration

Relevant Experience

Currently, Estimator and Project Manager on in-house projects.

Design/Construction experience on medical complex on Marine Air Station, Cherry Point, NC

Design/Construction experience, Regional Hospital, Vicksburg, MS

Design/Construction experience, Navy Air Station, Meredith, MS

Thousands of project estimating and project managing.

Estimate Projects – Preconstruction details with Subs; material availability; develop contracts, keep projects on target for completion on time and within budget.

Project Manager of various projects and estimating of most current projects



Profile of CMAR Firm

Overview of Proposed Firm

Firm Name and Address

Mashburn Construction Company, Inc.
1820 Sumter St., Columbia, SC 29201

Office Contact Information

Phone: 803-400-1000
Facsimile: 803-400-1010

Key Executive

Lee Mashburn
lmashburn@mashburnconstruction.com

In-house service capabilities

Preconstruction, Construction Manager at Risk, and General Contracting

Corporate Licenses

Please see the following page.

Location of Offices

Mashburn Construction - Corporate Headquarters
1820 Sumter St., Columbia, SC 29202

Mashburn Construction - Upstate Division
18 E. North St., Suite 301, Greenville, SC 29601

Mashburn Construction - Coastal Division: Charleston
1202 Chuck Dawley Blvd., Mt. Pleasant, SC 29464

Mashburn Construction - Coastal Division: Myrtle Beach
807 N Kings Hwy., Myrtle Beach, SC 29577

Corporate History

Year First Organized: 1976

Organizational Chart: Please see the following page.

Corporate Officers, Partners:

- Paul Mashburn, Chief Executive Officer
- Lee Mashburn, President
- Brian D'Amico, Chief Financial Officer
- Richard Kinard, Executive Vice President
- Brian Johnston, Executive Vice President of Operations

Years Providing Construction Services: 46 years

Number of Projects Completed within the Past 5 Years:

- 2021: 87 projects
- 2020: 61 projects
- 2019: 52 projects
- 2018: 63 projects
- 2017: 29 projects

Dollar Value of Projects Completed within the Past 5 Years:

- 2021: \$104,517,319
- 2020: \$114,970,796
- 2019: \$106,725,069
- 2018: \$86,371,766
- 2017: \$19,607,874

Confirmation of Authority to do Business in South Carolina:



State of Incorporation/Formation: South Carolina

Years in Business: 46 years

Corporate Officers

President: Lee Mashburn
Vice President: Richard Kinard
Vice President: Brian Johnston
Secretary - Treasurer: Barbara Williams

Corporate Structure

Partners, Major Shareholders:

- Paul Mashburn: 1452 Cardinal Hill Dr., Mt. Pleasant, SC 29466
- Lee Mashburn: 1514 Wyndham Ln., Columbia, SC 29204
- Brian D'Amico: 135 Black Walnut Dr., Lexington, SC 29072
- Richard Kinard: 172 Fourth Ave., Mt. Pleasant, SC 29464
- Brian Johnston: 1630 Catclaw Ln., Ridgeway, SC 29130

Business Origination: Mashburn Construction Company, Inc., was first organized in 1976 and incorporated in 1977.

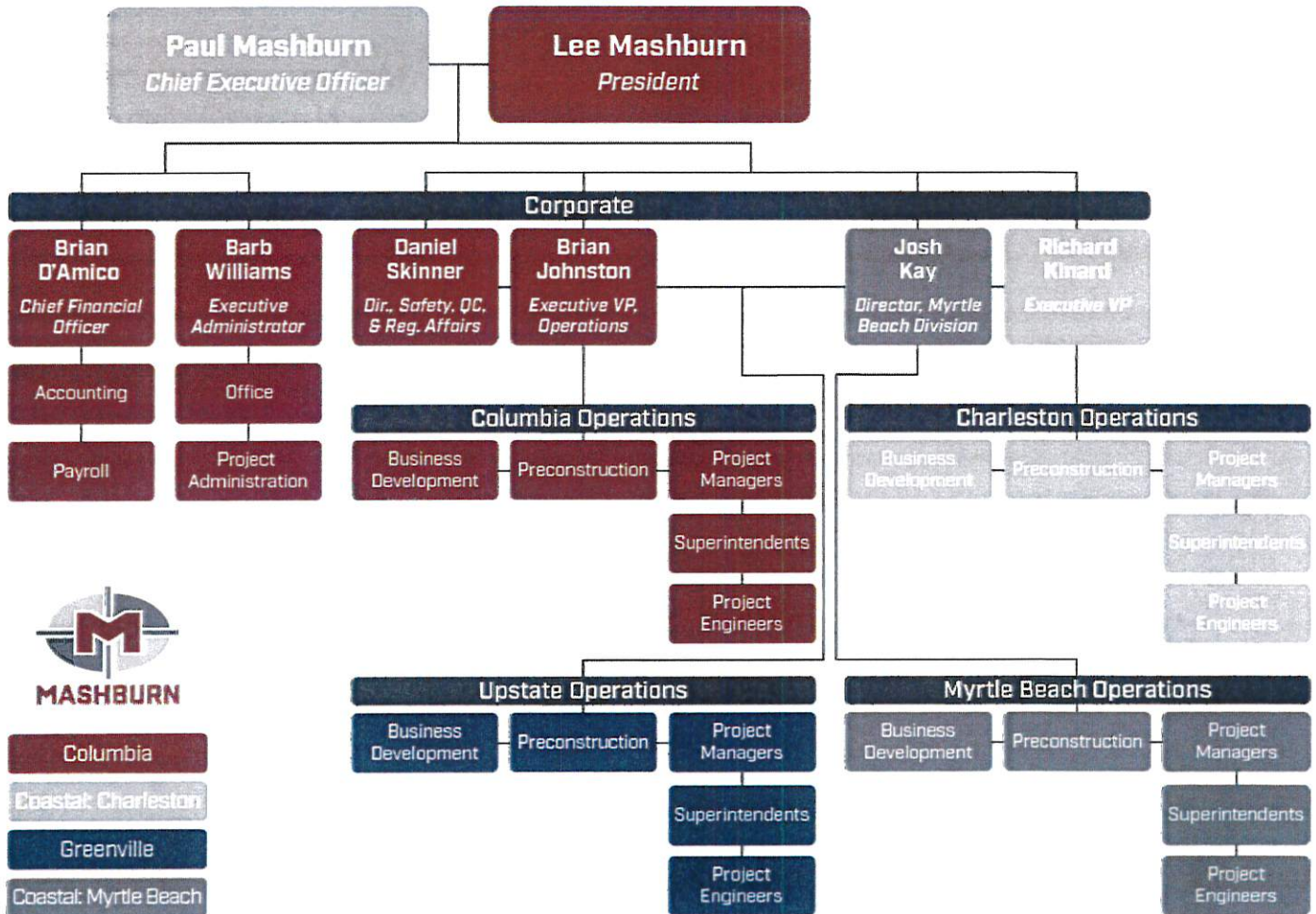
Previous Companies: Sumwalt/Mashburn Engineering & Construction Company, Inc.

Subsidiary Companies

Mashburn Construction Company, Inc., does not have any subsidiary companies.

Affiliated Companies

Mashburn Construction Company, Inc., does not have any affiliated companies.





Construction Management at Risk Services

Years Providing Construction Management at Risk Services

Mashburn Construction Company, Inc., has been providing construction management at risk services since 2004.

Completed CMAR Projects within the Past 10 Years

Mast General Store	Nickelodeon Theater Renovations	Immedion Data Center - Columbia
Lofts at Lourie's (Mast General Apartments)	Georgian Place Apartments	HHE Land Investments
Rebound Behavioral Health	Grace Episcopal Church Structural Repairs	Waters Building Renovation
Universit - Women's Quadrangle Dormitory Renovation	Gateway Office - Site Package	ATS Logistics - Corporate Offices & Warehouse
Keer America	Colonial EWT Phase 6 - 3 East	Colonial EWT Phase 7 - 4 West
Colonial EWT Phase 8 - 2 West	BB&T Columbia	Samuel J. Cadden Chapel - Clemson University
BB&T Florence Upfit		

Current Project Commitments

Project	Time Frame to Complete	Owner Contact	Architect Contact
6060 Rivers (Final Amendment)	October 2022	Shelly Leeke Law Firm Shelly Leeke 844-722-3247 shelly@leekelaw.com	LS3P David Burt 843-958-5490 davidburt@ls3p.com
741 Meeting Street	August 2022	Middle Street Partners Glenn Maddux 918-273-8113 gmaddux@middlestreetpartners.com	The Middleton Group Architecture Studio Karo Wheeler 843-302-0632 karo@themiddletongroup.net
Holiday Inn Express - Crosstown	August 2022	Charleston Hotel Owner, LLC Simon Foster 404-261-9004 sfoster@cms-a.net	Robert W. Ponder, Architect Robert Ponder 770-449-8860 rob@ponder2.com
Innovation - Phase 2	October 2022	IBG Partners, LLC Scott Fuller 703-283-7989 sfuller@ibgpartners.com	SGA NW Architecture Michael Rolison 843-979-5250 mrolison@sganwdesign.com
Project Phoenix	October 2022	Flex Alejandro Saenz 803-543-3729 alendro.muniz2@flex.com	LTC Associates, Inc. - Architects Wes Taylor 803-920-2320 wtaylor@LTCarch.com
Lexington Family Practice - Lake Murray	October 2022	Lexington Medical Center Christopher Jones 803-528-0633 cajones@lexhealth.org	Studio 2LR Gretchen Lambert 803-233-6602 glambert@studio2lr.com



Project	Time Frame to Complete	Owner Contact	Architect Contact
1728-1730 Main Street	March 2023	Agape Management Services Scott Middleton 803-454-0365 smiddleton@ltchs.com	Lambert Architecture + Construction Services, Inc. Scott Lambert 803-451-8359 scott@lambertarchcs.com
North Main Brewery	October 2023	Agape Management Services Scott Middleton 803-454-0365 smiddleton@ltchs.com	Lambert Architecture + Construction Services, Inc. Josh Bucher 803-240-8529 jbucher@lambertarchcs.com
Three Rivers - 7-Bed Addition	August 2022	Universal Health Services of Delaware, Inc. Alex Swenson 803-744-3207 alex.swenson@uhsinc.com	WM2A Architects Trey Wood 478-745-4945 treywood@wm2a.com
Stivers Hyundai/Genesis	November 2022	Stivers Automotive Group of Columbia, Inc. Johnny Stivers 803-788-6800 john@stiversonline.com	LTC Associates, Inc. - Architects Wes Taylor 803-920-2320 wtaylor@LTCarch.com
St. Anne/St. Jude Catholic Church	February 2023	St. Anne & St. Jude Roman Catholic Church Father Giovannie Nunez, CRM 803-773-3524 frgio@sasjrcc.org	Montgomery Architecture & Planning, Inc. Brian Coffman 843-522-8011 bc@monarchpl.com
Kingston Plantation	August 2022	Red Hospitality Jill Lekstutis 516-459-4694 jlekstutis@redhospitality.com	McMillan Pazdan Smith, LLC Brian Fessler 843-907-2491 bfessler@ mcmillanpazdansmith.com
Clemson Water Resources	September 2022	Clemson University Kevin McDonough 864-637-9755 kmcdon5@clemson.edu	Compass 5 Partners Maryellyn Cannizzaro 803-926-0664 mcannizzaro@ compass5partners.com
Shepherd Hotel	August 2022	Pavilion Development Michael McDonald 704-618-1233 mm@pavdevco.com	Goff D'Antonio Associates Tony Giuliani 843-577-2163 tgiuliani@goffdantonio.com
Astro/Junkyard	August 2022	Pavilion Development Michael McDonald 704-618-1233 mm@pavdevco.com	Sherer & Associates, LLC Dan Sherer 843-779-8907 dan@shererarch.com



United Way of the Midlands Corporate Headquarters

2016

19,478 Square Feet

OWNER

United Way of the Midlands
Mac Bennett
803-733-5410 | mbennett@uway.org

ARCHITECT

1X1 Design, Inc.
Asheley Scott
803-834-4048 | ascott@1x1design.com

PRECONSTRUCTION SERVICES

Mashburn Construction provides preconstruction services in some capacity to every client we serve. Detailed information regarding this specific project can be made available upon request.

CONSTRUCTION SERVICES

Interior and exterior renovation to the downtown Columbia site

MANAGING OFFICE(S)

Mashburn Construction - Corporate Headquarters

INITIAL GMP/ESTIMATED COST OF BID

\$3,100,679

FINAL CONSTRUCTION COST

\$3,095,031

CM FEES EARNED

Preconstruction Fees: 1.1% of GMP
Construction Fees: 4.35% of GMP

CM General Conditions

5.4% of GMP



EXPLANATION IF COST EXCEEDED GMP BIO/ COST ESTIMATE

Owner requested

CHANGE ORDERS

Total Number: 5
Total Value: \$95,504

CM CONTINGENCY

Amount as a 0.4% of GMP
Amount as a 0.04% used during construction

SCHEDULE

Original Schedule: 180 days
Number of Days Added by Change Orders: 16 days

ACTUAL COMPLETION

196 days
Explanation if the project completion was beyond date adjusted by change orders.

KEY TEAM MEMBERS

Project Manager: Jason Bittner
Lead Superintendent: Butch Jeffcoat

MWBE PARTICIPATION

Approximately 10% of Total Contract Amount or GMP





Clarendon County Courthouse

2015

21,000 Square Feet

OWNER

Clarendon County
Thomas Harvin
803-433-3223 | tharvin@clarendoncountygov.org

ARCHITECT

Meadors Architecture
Jeremy Tate
843-723-8585 | jeremy@meadorsinc.com

PRECONSTRUCTION SERVICES

Mashburn Construction provides preconstruction services in some capacity to every client we serve. Detailed information regarding this specific project can be made available upon request.

CONSTRUCTION SERVICES

Historic renovation of a courthouse
National Historic Registry (1908-1909)
Interior, structure, and exterior repairs

MANAGING OFFICE(S)

Mashburn Construction - Corporate Headquarters

INITIAL GMP/ESTIMATED COST OF BID

\$4,845,000

FINAL CONSTRUCTION COST

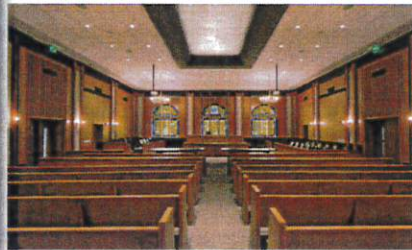
\$4,832,457

CM FEES EARNED

Preconstruction Fees: 0.94% of GMP
Construction Fees: 5.07% of GMP

CM General Conditions

9.9% of GMP



EXPLANATION IF COST EXCEEDED GMP BID/ COST ESTIMATE

Owner requested

CHANGE ORDERS

Total Number: 2
Total Value: \$6,217 in Savings

CM CONTINGENCY

Amount as a 3.1% of GMP
Amount as a 2.4% used during construction

SCHEDULE

Original Schedule: 330 days
Number of Days Added by Change Orders: 79 days

ACTUAL COMPLETION

409 days
Explanation if the project completion was beyond date adjusted by change orders.

KEY TEAM MEMBERS

Project Manager: Rick Alexander
Lead Superintendent: John Amick

MWBE PARTICIPATION

5% of Total Contract Amount or GMP





Chapin Town Hall

2013

15,000 Square Feet

OWNER

Town of Chapin
Former Mayor Skip Wilson
803-345-2444 | mayorskipwilson@chapinsc.com

ARCHITECT

LTC Associates
Wes Taylor
803-254-9082 | wtaylor@ltcarch.com

PRECONSTRUCTION SERVICES

Mashburn Construction provides preconstruction services in some capacity to every client we serve. Detailed information regarding this specific project can be made available upon request.

CONSTRUCTION SERVICES

New construction of a 15,000 SF building
LEED Certified

MANAGING OFFICE(S)

Mashburn Construction - Corporate Headquarters

INITIAL GMP/ESTIMATED COST OF BID

\$3,354,759

FINAL CONSTRUCTION COST

\$3,643,000

CM FEES EARNED

Preconstruction Fees: 0.5% of GMP
Construction Fees: 2.66% of GMP

CM General Conditions

7.3% of GMP



EXPLANATION IF COST EXCEEDED GMP BID/ COST ESTIMATE

Owner requested

CHANGE ORDERS

Total Number: 6
Total Value: \$374,915

CM CONTINGENCY

Amount as a 2.4% of GMP
Amount as a 1.5% used during construction

SCHEDULE

Original Schedule: 308 days
Number of Days Added by Change Orders: 98 days

ACTUAL COMPLETION

406 days
Explanation if the project completion was beyond date adjusted by change orders.

KEY TEAM MEMBERS

Project Manager: Rick Alexander
Lead Superintendent: John Amick

MWBE PARTICIPATION

N/A





Richard L. Treme Public Safety Complex

2020

19,212 Square Feet

OWNER

Town of Kingstree
Richard L. Treme
843-355-7484 | rtreme@kingstree.org

ARCHITECT

Goforth, Brown and Associates
Joey Goforth
843-665-5868 | j_goforth@gbaflo.com

PRECONSTRUCTION SERVICES

Mashburn Construction provides preconstruction services in some capacity to every client we serve. Detailed information regarding this specific project can be made available upon request.

CONSTRUCTION SERVICES

Police and Fire Station with a training facility
Design-Build project

MANAGING OFFICE(S)

Mashburn Construction - Corporate Headquarters

INITIAL GMP/ESTIMATED COST OF BID

\$2,806,701

FINAL CONSTRUCTION COST

\$2,860,145

CM FEES EARNED

Preconstruction Fees: 1.2% of GMP
Construction Fees: 5.05% of GMP

CM General Conditions

6.3% of GMP



EXPLANATION IF COST EXCEEDED GMP BID/ COST ESTIMATE

Owner requested

CHANGE ORDERS

Total Number: 9
Total Value: \$97,143

CM CONTINGENCY

Amount as a 0.94% of GMP
Amount as a 0.45% used during construction

SCHEDULE

Original Schedule: 214 days
Number of Days Added by Change Orders: 22 days

ACTUAL COMPLETION

236 days
Explanation if the project completion was beyond date adjusted by change orders.

KEY TEAM MEMBERS

Project Manager: Jason Bittner
Lead Superintendent: Rich Stickels

MWBE PARTICIPATION

15% of Total Contract Amount or GMP





Lexington County 911 Communications Center

2013

15,000 Square Feet

OWNER

County of Lexington
Jeff Hyde
803-785-8385 | jhyde@lex-co.com

ARCHITECT

Kling Stubbins
John Kostyo
215-569-5285 | jkostyo@klingstubbins.com

PRECONSTRUCTION SERVICES

Mashburn Construction provides preconstruction services in some capacity to every client we serve. Detailed information regarding this specific project can be made available upon request.

CONSTRUCTION SERVICES

Renovation of a 911 emergency response call center
Demolition of an existing room into the access floor
Finishes

MANAGING OFFICE(S)

Mashburn Construction - Corporate Headquarters

INITIAL GMP/ESTIMATED COST OF BID

\$7,752,397

FINAL CONSTRUCTION COST

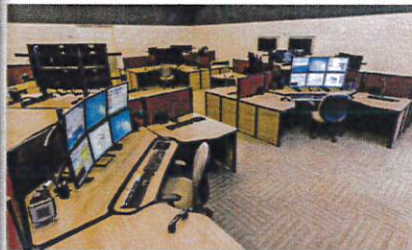
\$7,935,054

CM FEES EARNED

Preconstruction Fees: 0.25% of GMP
Construction Fees: 0.51% of GMP

CM General Conditions

3.4% of GMP



EXPLANATION IF COST EXCEEDED GMP BID/ COST ESTIMATE

Owner requested

CHANGE ORDERS

Total Number: 6
Total Value: \$223,113

CM CONTINGENCY

Amount as a % of GMP: N/A
Amount as a % used during construction: N/A

SCHEDULE

Original Schedule: N/A
Number of Days Added by Change Orders: N/A

ACTUAL COMPLETION

N/A days
Explanation if the project completion was beyond date adjusted by change orders.

KEY TEAM MEMBERS

Project Manager: Brian Johnston
Lead Superintendent: Lanny Morris

MWBE PARTICIPATION

Approximately 12% of Total Contract Amount or GMP

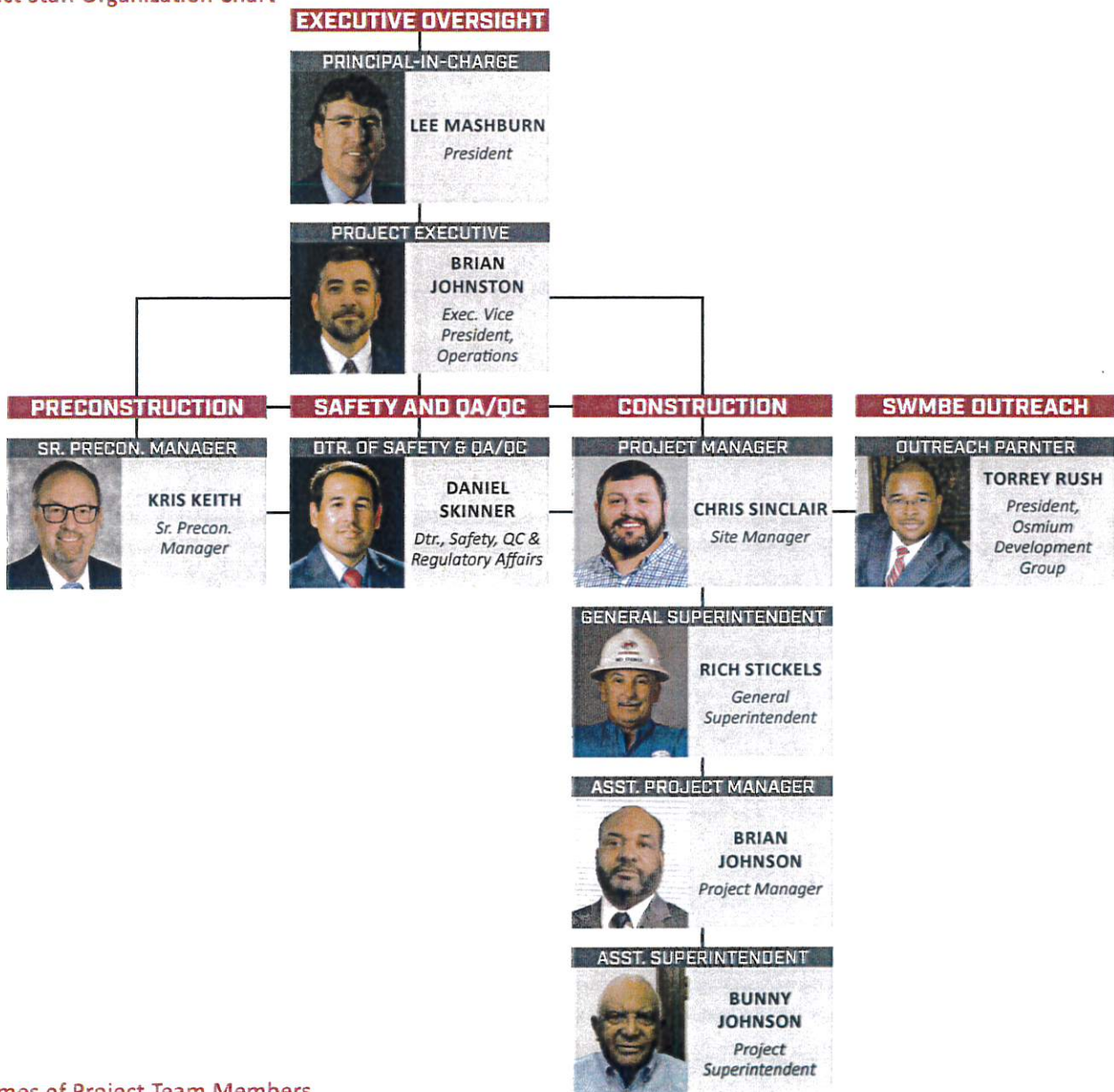


Staffing Resources

Full-Time Personnel, by Discipline, in the Offices Providing Support		
Project Managers: 2	Unskilled Employees: 4	Clerical: 6
Engineers: 0	Estimators: 4	Accounting: 2
Supervisors, Foremen, or Superintendents: 10	Schedulers: 0	Others: 0
Skilled Employees including Technicians: 5	Administrative: 7	Total Number of Full-Time Personnel (Columbia): 40

Information on Proposed Project Team

Project Staff Organization Chart



Resumes of Project Team Members

Please find full resumes of our proposed project team in the supplemental bound document.



MASHBURN

MASHBURNCONSTRUCTION.com



Project Approach

Project Planning

Value Engineering

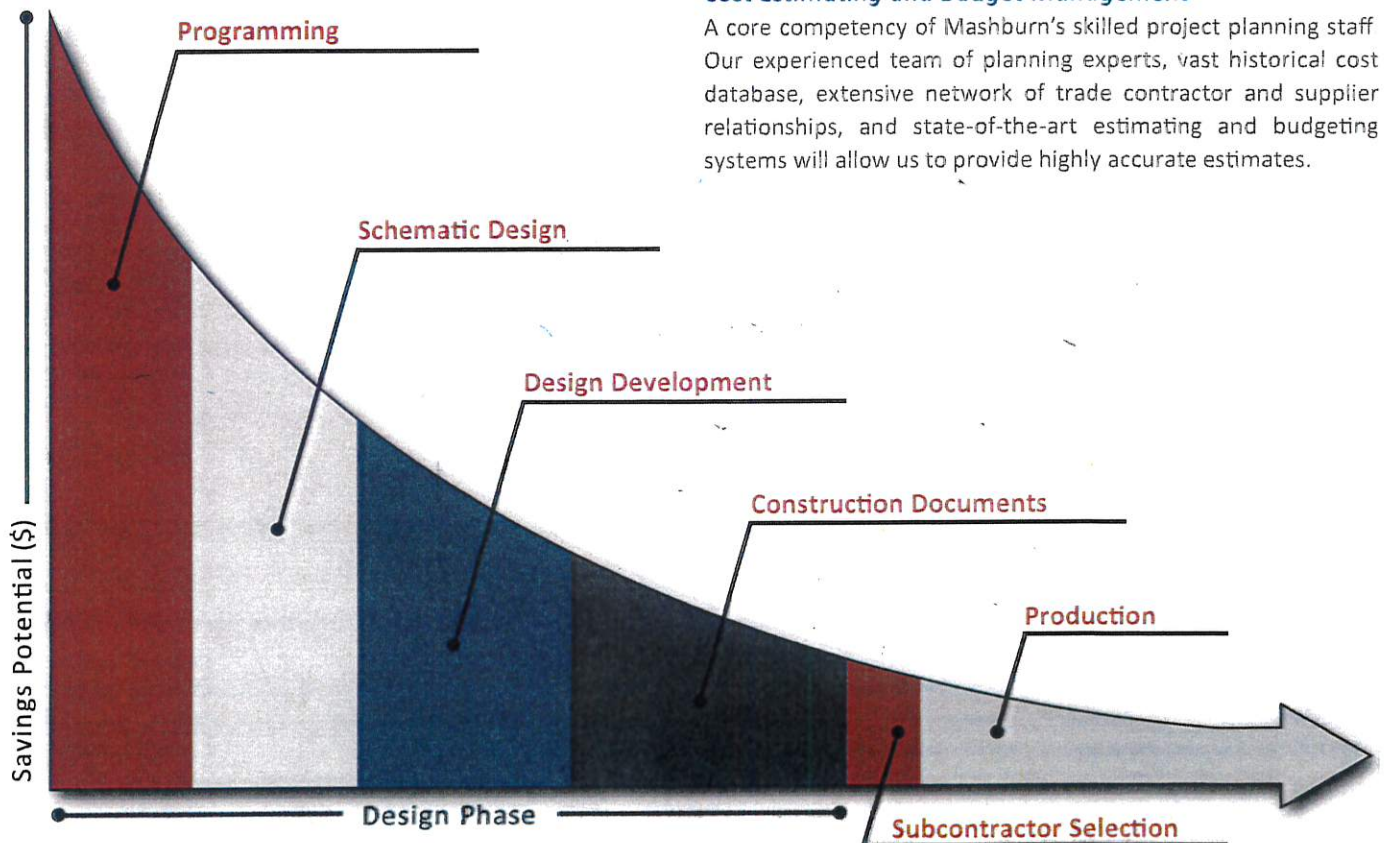
The aim of value engineering is to help the owner improve efficiency and decrease operating costs. Put simply, this method brings over-budget projects back within budget. Every project is different, and the entire team needs to understand the owner's visions and goals for the project early in the process. As the project information is being developed during the early design process, Mashburn's team will look for ways to improve the value and/or savings. We will examine the different types of building equipment and construction materials to offer cost savings options and the benefits, such as quality, and life cycle/maintenance for these suggestions. This will allow for the owner to make a better educated decision on each cost savings item presented.

Constructability Issues

During design review sessions we identify specific areas of concern that could result in change orders, RFI's, and added time to the project schedule. Upon conclusion of each review, the project team addresses those concerns and then makes the necessary design adjustments on the documents. Our constructability review process is structured to cover all aspects of construction related to the project, including: inconsistencies between plans and specifications, limitations of access for work to be conducted, compatibility of materials, coordination of trades, sequencing, and overall project scheduling. This process is not taken lightly. Our project management and superintendent staff that will be managing the project are heavily involved in this process in collaboration with the design team and our preconstruction department. In addition, our subcontractor trade partners provide help and assistance during our constructability reviews. The team as a whole spends an immense amount of time reviewing the documents through the design phases to help the project team end up with the best possible set of bidding and construction documents.

Cost Estimating and Budget Management

A core competency of Mashburn's skilled project planning staff. Our experienced team of planning experts, vast historical cost database, extensive network of trade contractor and supplier relationships, and state-of-the-art estimating and budgeting systems will allow us to provide highly accurate estimates.





Quality Control

Mashburn's project-specific Quality Assurance and Control (QA/C) plan for the City of Orangeburg City Hall Renovation project will span the entire construction process and will consist of four stages:

Define work properly:

Stage one of the QA/C program focuses on analyzing the contract documents to understand the City's expectations, anticipate potential quality issues, and plan the work accordingly. This stage ensures that we are building a quality project from the beginning.

Select capable trade contractors:

In stage two we will carefully select trade contractors capable of meeting the demands of the project and who can help fine-tune our approach to quality challenges.

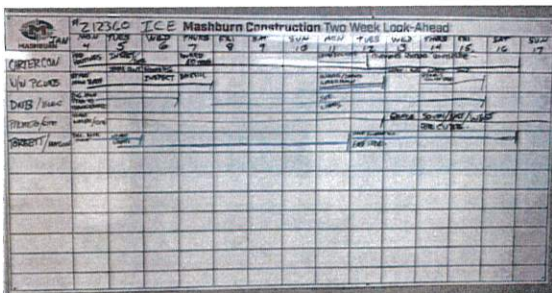
Communicate quality standards and expectations:

During stage three we will finalize a project-specific QA/C plan that guides our team's quality leadership efforts. We make sure that the quality standards are clearly communicated to each trade contractor, taking care to thoroughly answer all their questions. By effectively preparing each trade contractor, we reduce the risk of costly interruptions and rework during construction and pave the way for on-time delivery of a facility that meets the established quality standards.

Manage quality continuously:

During stage four, which covers the physical construction period, we will monitor installation activities daily to ensure high standards of quality are met in both the construction process and the finished product. We will also perform or oversee specified inspections and tests to provide assurance that the building's structure and systems are sound and durable, and that they perform to the City of Orangeburg's expectations.

This four-stage approach to assuring quality on the City of Orangeburg City Hall Renovation project will provide us with multiple opportunities to identify and correct potential quality problems before any work has been put in place. Through our commitment to thoroughly understanding the project, proactively communicating quality standards to the trade contractors, and following through to ensure those standards are being met, Mashburn provides dependable and proven leadership in quality assurance.



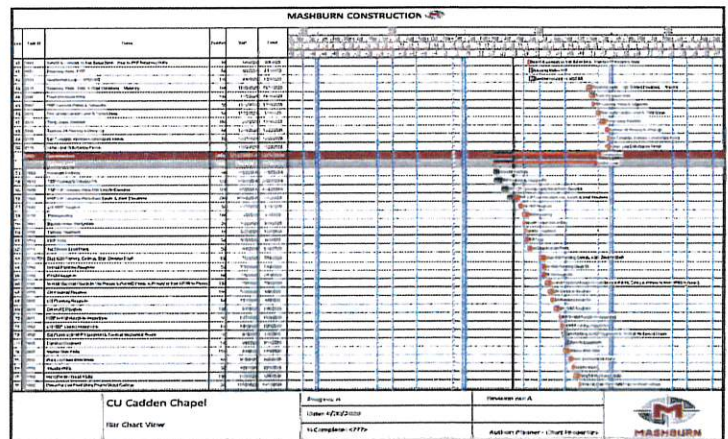
Adherence to Project Schedule

Keeping the project on schedule is one of the single most important cost measures we can control. Detailed planning and scheduling of the project, along with good trade contractor input, ensures that the project is ready for the various trade contractors when they mobilize to the site. Strong and capable supervision of the project ensures that the work proceeds at the scheduled pace and is completed on time.

Asta PowerProject scheduling software is used by Mashburn Construction for schedule development. The master schedule is used throughout the project to monitor, manage and report progress. This includes project milestones and critical decision points to provide updated schedules on a regular basis, to predict the impact of changes in scope, and to develop methods for regaining time when changes affect the schedule. Prepared in conjunction with the master schedule are a series of detailed, short-term look-ahead schedules that help plan the work in shorter time periods as required, such as week-by-week, day-by-day or even hour-by-hour.

We will also utilize a comprehensive system of expediting critical path items to ensure that materials are fabricated and shipped on time, long-lead orders are placed on time, and that all process-related documentation and decision making is completed within the scheduled time frames.

We implement the schedule and strictly enforce it during the weekly foreman's meeting, during which time the project manager and the project superintendent establish the short-term look-ahead-schedules with the various trade subcontractors, as well as break-out schedules when they are required for specialty work. During these meetings we require trade contractors to come prepared with manpower projections and finish dates for interim completion items so that, if necessary, minor re-sequencing of the work can be accomplished without delaying the major milestone dates. Prior to beginning any phase of work we will coordinate a pre-installation meeting for a more detailed review of critical timelines and requirements.





Document Tracking and Reporting

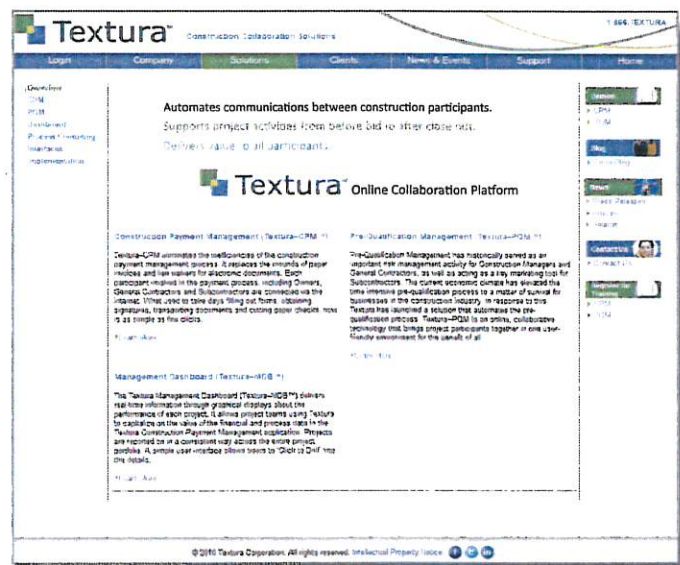
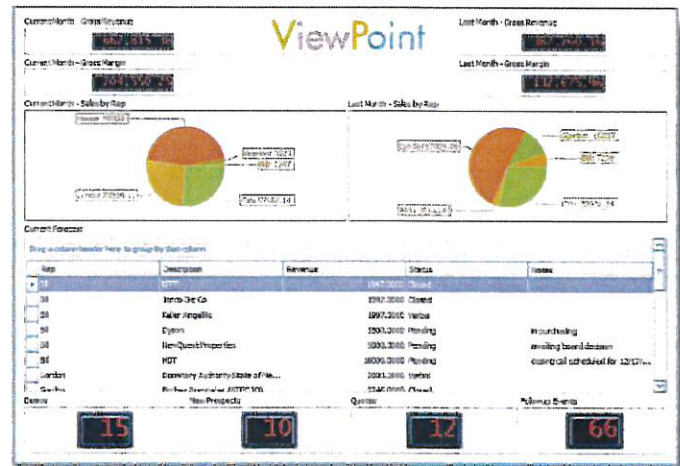
All subcontractor compliance documents (such as insurance limits and expiration, bonds, lien waivers, closeout and warranty documents) are tracked and maintained through our billing and payment system, Textura. The Owner pay application and all subcontractor pay applications are prepared using Textura. The owner receives the monthly pay application through email notification, unless the owner chooses to receive a hard copy. All subcontractor lien waivers and contractor lien waivers are accessible online to the Owner when the contract is a Guaranteed Maximum Price. Other subcontractor compliance tracked through this system includes contract documents, Sub/Supplier listings, Joint Checking if applicable, any Workers' Compensation special conditions (such as owner opt out), W-9, Change Orders, Required Closeout Documentation, and any other special scope requirements. We can control payment if needed to ensure all required contract items remain in compliance throughout the project. Mashburn provides this risk management benefit to all owners to provide full transparency on project billings, payments, lien waivers and compliance.

All project buyout, subcontracts, purchase orders and submittals are tracked and maintained through Procore. Procore is a web-based system that allows total project collaboration with the entire project team including owners, architects, engineers, subcontractors, suppliers, general contractor and other consultants on a role/permission basis. This platform allows for the real time transfer of up-to- date information including submittals, specifications, drawings and RFIs which keeps all information accurate for as-builts and other project closeout documentation. In addition, Procore has a strong application-based platform that allows users to utilize mobile devices for field usage of all project management tools including punch lists and observations that allow for task assignment and follow-up.

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Material Tracking and Procurement

The team will use methods to ensure costs are within budget during the preconstruction phase. Material costs for the duration of construction will be locked in during the first thirty days after the GMP is approved to avoid escalation charges.



All contract information including scopes and budgets are imported and linked through our Drawing, Submittal, Budget and Schedule tools of Procore. Once our contract schedule is uploaded, we use that to link and drive activities related to submittals including lead times for submissions, review periods, fabrication or procurement durations, and delivery dates to the related construction activities and durations to ensure that early procurement milestones are met and maintained. This system implements a project specific "Ball in Court" workflow that allows us to consistently track the status of these activities to ensure responsibilities are maintained and dates are met. This allows full transparency and accountability from all members of the project team from Mashburn through to our subcontractors and design team. It also allows for scope specific workflows when necessary to allow owner review or feedback and a predecessor to material procurement. All this in to ensure that nothing is delayed, missed or incorrect so that the project is delivered in a timely and quality manner.



MWBE Outreach

Approach to Encouraging Minority Participation Diversity Program:

Mashburn’s Six-Step Diversity Development Program maximizes minority opportunity and participation through outreach programs, tailored packages, partnerships and joint ventures, management and technical assistance, financial assistance and reporting, as well as mentorship and internship programs.

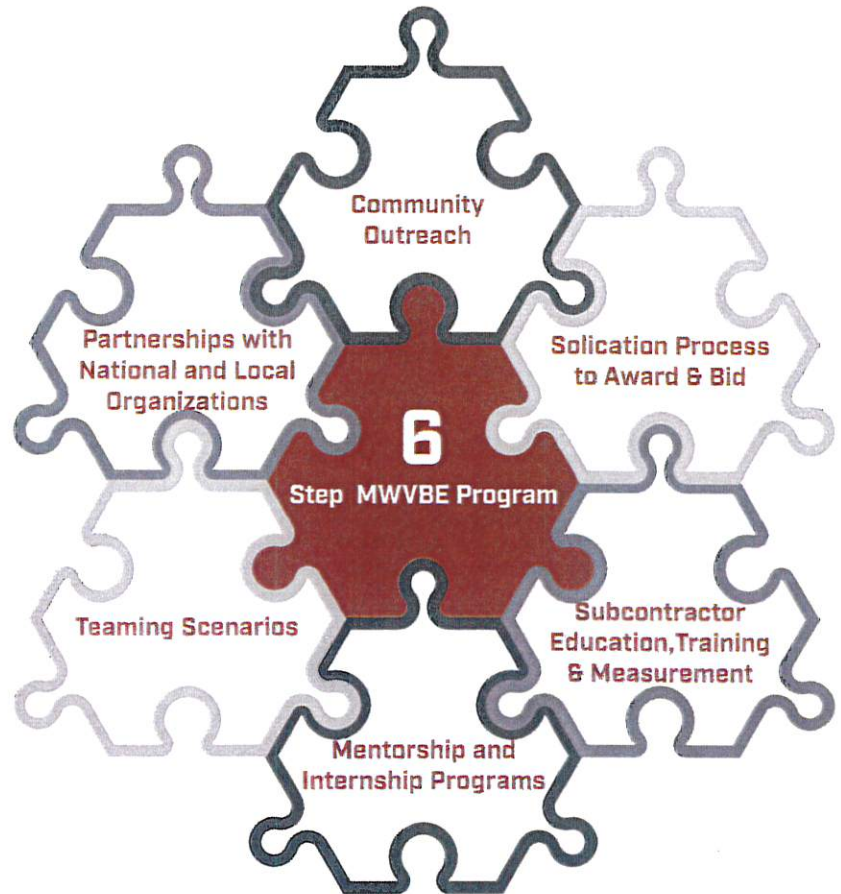
Our community outreach involves and informs the community through direct mail correspondence, outreach conferences, advertisements, announcements and workshops that are hosted in our Corporate Training Room.

Key components of our formal MWBE plan:

- Communicate a strong message from the client and construction manager
- Outreach programs
- Technical assistance
- Goal setting
- Pre-bid meetings
- Work packaging and trade contractor teaming
- Trade contracting plans
- Partnerships and joint ventures
- Bid awards
- Reporting
- Monitoring and enforcement
- Mentorship and internship programs

Six-Step Program:

Quality subcontractor and vendor selection is important to our primary goal of producing the most economical and well-built project for the City of Orangeburg. We pledge our experience and creativity, utilizing every means at our disposal to succeed in fulfilling this goal. Mashburn has a long-standing presence in South Carolina, which has enabled us to build and maintain relationships with many of the quality minority and women owned business enterprises throughout the state. We feel these relationships have contributed to our company’s growth through deployment of diverse philosophies and viewpoints. Because of this, we maintain our diversity outreach and development programs, allowing us to continue building new relationships within this unique and under-served realm of subcontractors.



1. Community Outreach

Our community outreach initiative involves and informs the community through direct mail correspondence, outreach conferences, advertisements, announcements and workshops. Historically, we have seen success with our minority subcontractor outreach meetings. These meetings provide an open-forum for Mashburn and MWBE subcontractors to join together to establish connections, build upon existing relationships and promote new ideas. Recent projects where this strategy was utilized include the University of South Carolina Women’s Quadrangle Renovation Project and the Continental Tire Facility.

Workforce development is a key area of focus for the construction industry, as well as the state and nation. As part of our company-wide strategic initiatives, workforce development spans beyond just hiring internally for Mashburn. We actively seek ways to engage the community through our participation in career fairs and community fairs that work to promote job opportunities, as well as ways for local and MWBE businesses to participate in current and future endeavors with Mashburn.



2. Solicitation Process to Bid and Award

The following strategies are critical to our ability to bridge the Community Outreach stage of the process to successfully awarding contracts to MWBE firms:

- Use partner platforms to market and advertise project opportunities to the MWBE community.
- Encourage their involvement with continual contact, and follow-up using various preconstruction databases.
- Meet with community and trade organizations to provide information on bid opportunities.
- Encourage MWBE firms to participate in pre-bid meetings and workshops to keep them informed of information which may affect their bid.
- Develop interest from MWBE firms qualified in specific trade specialties, where appropriate.
- Evaluate opportunities to engage MWBE service providers as part of the General Condition's scope of work (office supply procurement, daily project clean-up, final clean, etc.).
- Provide written notice to MWBE firms notifying them of submittal dates and follow-up to confirm their interest.

3. Subcontractor Education, Training and Measurement

Follow-through is critical for ensuring that Mashburn's Diversity Development Program is successful, once the appropriate MWBE contracts have been awarded. After the second step, Mashburn continues to focus on the guidance, training and development of all subcontractors and vendors to safeguard the success of the entire project team. We understand that extensive vetting and management is required throughout the bidding process, and into construction, to deliver a quality project. Some of the activities requiring focus post contract-award include:

- Implementing management tools to record and track all MWBE involvement on the project.
- Documenting bid results and reasons for selecting contractors, enabling Mashburn to provide feedback to bidders for continuous improvement.
- Continually monitoring the work of successful firms to see that MWBE commitments are met, as well as to provide business advice and assistance when needed.
- Providing technical assistance, as necessary, in the areas of construction, finance, scheduling and quality control.
- Reporting regularly to the owner and our management team on the commitments, progress and program results.

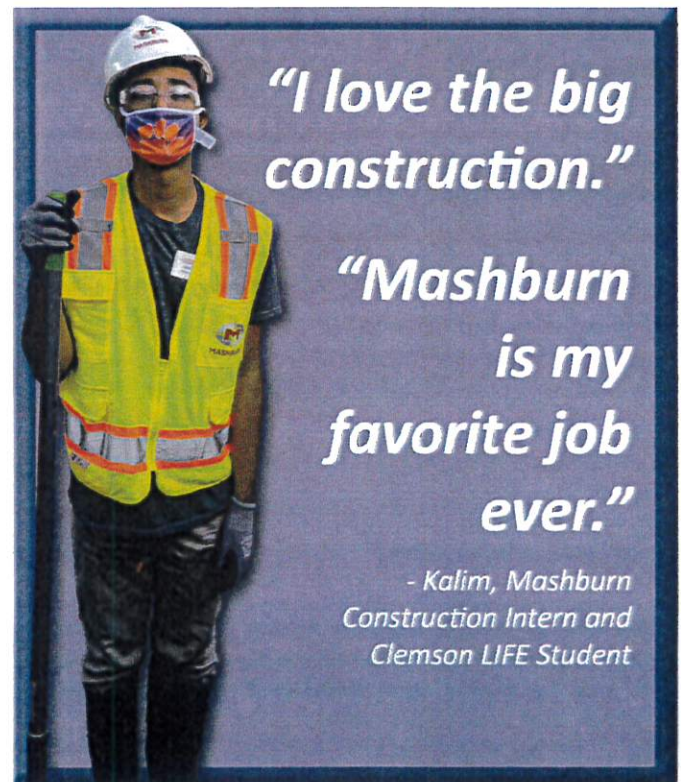
4. Mentorship and Internship Programs

Whether it is specific to our Diversity Development Program, or from an at-large perspective, Mashburn has an extensive history of providing opportunities for mentorships and internships throughout all of our locations. Throughout our many years in business, we have developed strong relationships with the state's high schools, colleges and vocational schools to continuously

provide opportunities for education and training to gain viable skills to work within the construction industry.

We partner with local schools to build internship opportunities for college-level students. We have done this successfully with Clemson University year over year by providing hands-on training and internships to their students. A recent project in downtown Clemson, The Shepherd Hotel, allowed us to build a partnership with the Clemson LIFE program that engages those with intellectual and developmental challenges and equips them with skills necessary to obtaining work after college. These talented people, of which also possess a special gift for hospitality, will represent a majority of the employee-base for the hotel. Furthermore, our relationship with the program has allowed some of these students to participate in an ongoing construction project and enabled them to see the project being built from the ground up.

In the same way we partner with schools, Mashburn is prepared and excited about the prospect of being able to team up with our local MWBE firms to provide mentorships that will step through the bid, award and construction phase of the City of Orangeburg's project. We have a robust preconstruction team with decades of combined experience that enables them to provide insight and assistance in a mentor capacity.





5. Teaming Scenarios

Due to Mashburn's already strong database of subcontractors throughout the state and into North Carolina and Georgia, we have identified various types, levels and capabilities of subcontractors in which we were able to identify their strengths and weaknesses for a potential project. Through this effort, we are able to assess whether these selected subcontractors have the expertise and ability to serve as a "mentor subcontractor" to a MWBE contractor that may need assistance. Throughout the bidding and vetting process, Mashburn's preconstruction team will outline possible teaming scenarios to have larger, more developed subcontractors share the workload with smaller, possibly disadvantaged subcontractors within their scope of work. This provides the smaller, possibly disadvantaged subcontractor to gain valuable experience of the preconstruction and construction processes.

6. Partnerships with National and Local Organizations

Mashburn has developed many partnerships with local MWBE consultants and contractors who specifically focus on outreach and minority participation. We have had successful relationships with companies such as, Brownstone Construction Group, CMB Services Inc., and Osmium Development. Our executive leadership has prioritized relationships with these organizations and cultivated an environment where we call on each other for assistance and seek ways to partner on various projects. Using business development as a tool, we have identified the best fitting partnerships to result in the most successful projects.

Through these local partnerships, we have developed a list of resources that allow us to further leverage our relationships in and around the community. A few examples are:

- National Association of Minority Contractors
- Columbia Chamber of Commerce
- South Carolina Minority Affairs Commission
- South Carolina Department of Commerce
- Associated Builders and Contractors – Carolinas
- Association of General Contractors - Carolinas
- South Carolina Division of Small and Minority Business Contracting and Certification
- Minority Business Development Agency
- U.S. Small Business Administration – South Carolina
- South Carolina Small Business Development Centers
- University of South Carolina Small and Minority Business Directory



Top Picture: Mashburn Employees
Middle Photo: Mashburn participating in the Brownstone Construction Community Engagement Fair in North Charleston
Bottom Picture: Sub contractor outreach event



Five Most Successful Projects Relative to MWBE Participation

University of South Carolina Womens Quad

For the Women's Quadrangle Renovation project, Mashburn|Christman held a Minority/Small Business/WBE (M/S/WBE) Subcontractor Outreach drop-in meeting on January 29, 2013.

To develop the invitation list, our team utilized USC's Minority Vendor List and consulted with the Office of Small and Minority Business Assistance in order to focus on vendors specific to construction services. We advertised in The State newspaper as well as the South Carolina Business Opportunities (SCBO) publication.

Upon arriving at the meeting, attendees were greeted and asked to register. They were then given an information sheet on the project and a qualification form that they could fill out at that or a later time. The meeting was conducted similar to a convention or trade show – tables were arranged for each of the primary disciplines (Architectural Work Scopes/Civil/Landscaping/Structural, Safety & Site Logistics, MEP, and Design) and a Mashburn|Christman team member was available at each station to discuss that discipline and talk with vendors on an individual basis. Our team felt this would be a more efficient use of the attendees' time – rather than sitting through a lengthy presentation on every discipline, the attendees could communicate directly with someone and ask questions specific to their trade industry.

Utilizing this approach, interest in the project was higher than expected, which led to a successful meeting.

Our Team
Mashburn|Christman has been providing successful construction management services for nearly a decade. What began as a simple but successful joint venture in 2004 of two firms with similar values and passion for excellence has evolved into a permanent organization uniquely poised to continue a new century of building great buildings throughout South Carolina.

We are focused on building long-term relationships with our clients; our objective is to partner with clients to achieve their strategic business goals and maximize the value of their construction investment. Together, we plan and construct exceptional buildings on time and on budget that operate cost-effectively and efficiently.

Our team offers a broad range of professional services that allow us to serve as an extension of our clients' staff, complementing their capabilities and bringing to the team nearly 150 years of Mashburn | Christman expertise, leadership and partnership.

www.MashburnConstruction.com
www.christmanco.com

MASHBURN | **CHRISTMAN**

THE UNIVERSITY OF SOUTH CAROLINA
WOMEN'S QUADRANGLE RENOVATION
M/S/WBE Subcontractor Outreach Drop-In Meeting

THE PROCESS

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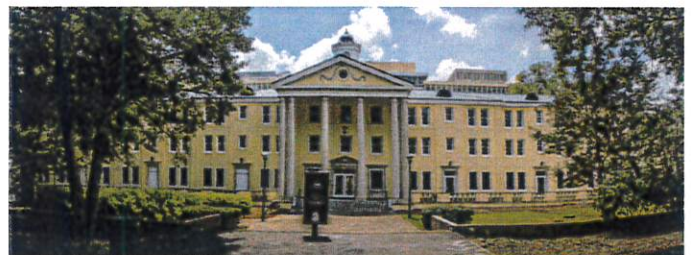
Mashburn|Christman has been selected to provide Construction Manager services for the construction of the USC - Women's Quadrangle Renovation Project. The scope of work includes interior and exterior renovations of the McClintock Sims and Wade Hampton residence halls that comprise the Women's Quadrangle; these halls are comprised of 130,000 SF of existing residence space, common space and offices. This also includes 28,000 SF of new additions to the existing building as well as associated sitework. The project is designed to comply with LEED® Silver certification. Subcontractors are responsible to review the entire set of documents, including Project Manual "A", Specifications and Drawings for this project, not just sections pertaining to your particular scope of work.

There will be a Pre-bid conference at Patterson Hall, in Room 105/104 at 10:00 am on Friday, February 1, 2013 that will be conducted by the Construction Manager. A site walk-through will be conducted concluding the pre-bid conference for those subcontractors wishing to see existing conditions. Please arrive early to allow for parking.

Proposals for all work categories as described in the Project Manual "A" for the above project will be received no later than 2:00 pm on Thursday, February 14, 2013. All questions are to be directed to the Construction Manager. No direct contact with the Owner or Architect is requested. Request for information will be accepted via email to jbecker@MashburnConstruction.com or matt.brown@christmanco.com. The deadline for all questions will be February 6, 2013 at 2:00 PM.

The Mashburn|Christman team encourages all Minority Contractors to submit a bid for their line of work. All major subcontractors are also encouraged to include Minority Contractors in their scope of the work. All proposals submitted shall remain valid for a period of sixty (60) days after the bid date. The Owner, Architect and Construction Manager reserve the right to waive any irregularities, reject any or all proposals, or accept any proposal which, in their opinion, will serve their best interest.

UNIVERSITY OF SOUTH CAROLINA | **MASHBURN** | **CHRISTMAN**





Strategies Used to Make Projects Successful

Laurens County Historic Courthouse (Current Outreach)

Mashburn Construction is currently engaged in community, subcontractor and minority outreach for the renovation of the historic courthouse in Laurens County. In partnership with the architect, Craig Gauden Davis, we have planned a Community and Subcontractor Outreach event in Laurens County. Our team built a distribution list of community groups and minority organizations both locally and statewide to send flyers and information to. This is the second outreach event we have held for subcontractors, however, this one will have a focus on SWMBE groups and other interested community members. We are also in the process of building a website for the project to provide real-time project updates, photos, milestones and contact information. See sample email distribution list below along with flyer.

A few other relevant outreach examples include the Barringer Building in Columbia, SC; Town of Kingstree Public Safety Complex in Kingstree, SC; and Continental Tire Manufacturing Plant in Sumter, SC.

ORGANIZATION	TITLE	FIRST NAME	LAST NAME	EMAIL
Laurens County	Administrator	Thomas	Higgs	thomas.higgs@laurenscountysc.gov
	Clerk to Council	Chyenne	Griffin	chyenne.griffin@laurenscountysc.gov
	Building and Grounds	Michelle	Simmons	michelle.simmons@laurenscountysc.gov
	Public Works	Aileen	Robertson	aileen.robertson@laurenscountysc.gov
Laurens County Development Corporation	Purchasing	Dale	Satterfield	dsatterfield@laurenscountysc.gov
	President/CEO	Jonathan	Coleman	jcoleman@laurenscountysc.gov
	Vice President	Lynn	Finley	lfinley@laurenscountysc.gov
	Director of Marketing	Whitney	Lafayette	whitney.lafayette@laurenscountysc.gov
Laurens County Chamber of Commerce	Vice President of Accounting & Operations	Zimanda	Morgan	zmorgan@laurenscountysc.gov
	Communications & Marketing Coordinator	Marlene	Drivings	marlene.drivings@laurenscountysc.gov
	Beautification & Parks Coordinator	Graysen	Martin	graysen.martin@laurenscountysc.gov
		Courtney	Stonall	courtney.stonall@laurenscountysc.gov
City of Laurens	City Administrator	Eric	Delgado	eric.delgado@laurenscountysc.gov
	Mayor	Rodnan	Born	rodnan.born@laurenscountysc.gov
City of Clinton	City Manager	Tom	Brooks	tom.brooks@clintoncountysc.gov
	Clerk to Council	Tammy	Templeton	tammy.templeton@clintoncountysc.gov
	Mayor	Bob	McLean	bob.mclean@clintoncountysc.gov
Main Street Laurens				mainstreetlaurens.com
National Association of Minority Contractors - South Carolina	Chapter President	Ronald	Taylor	rtaylor@namcsc.org
South Carolina Minority Affairs Commission				scmac.org
South Carolina Department of Commerce				sccommerce.com
Associated Builders and Contractors - Carolinas				abctnc.org
Association of General Contractors - Carolinas				agcnc.org
South Carolina Division of Small and Minority Business	Administrative Staff	Johnny	Booth	johnny.booth@scdmsb.com
Minority Business Development Agency	Columbia M/BDA Director	Camille	Shaw	camille.shaw@mbda.gov
U.S. Small Business Administration - South Carolina				ussmallbusiness.gov
South Carolina Small Business Development Centers				scsbdc.com
University of South Carolina Small and Minority Business Directory				umcsbdc.com

PACE Academy

Project Description: 40,000 square feet renovation and new construction project. This project is a Public Charter School which will house 350 students in grades kindergarten to sixth.

Services Provided: Site Identification, Contract Negotiations, Due Diligence, Design Concept, Charter Application Consultant, Program Management and Project Management

Project Cost: \$7M

Project Completion: October 2020

Project Reference: Traci Bryant-Riches, (803) 665-2011, traci@svrcharter.org



Community & Subcontractor Outreach Meeting

Date: Friday, August 12, 2022 Time: 9:00 - 11:00 am

Project: Historic Courthouse Exterior Restoration and Addition

Location: 200 Public Square, 1st Floor in the former Voter's Registration Office

Mashburn Construction would like to invite all subcontractors, material suppliers, vendors, and local businesses to learn more about the construction and "Rebuilding History" of this exciting project in the heart of the Laurens County Square. SWMBE Participation Encouraged. Light refreshments will be served.

For more information, visit: mashburnconstruction.com or email: info@mashburnconstruction.com or call: (803) 681-1818.

OCSD 5 High School for Health Professions

Project Description: 16,500 square feet new construction project on 7.09 acres. This project is a Public Charter School that will house 400 students in grades ninth to twelfth.

Services Provided: Site Identification, Lease Negotiations, Purchase Option Contract, Due Diligence, Design Concept, Program Management, Project Management, FF&E Design and Installation and Sourced and Secured Capital for Purchase

Project Cost: \$4M

Project Reference: Angel Malone, (803) 319-8560, angelmalone123@gmail.com



Achieving Maximum “Local” Trade Contractor and Supplier Involvement

We understand that keeping the construction dollars in the community is an important focus for the City of Orangeburg. Mashburn values the benefits that local workers and subcontractors and suppliers bring to a project and will work to recruit the maximum amount of local participation possible, while simultaneously working to recruit subcontractors and suppliers that protect the City’s best interest. We will aggressively seek out qualified subcontractors and suppliers in the area and work with them to create opportunities they can bid on. Mashburn will coordinate our solicitations with the City to make sure the best local subcontractors and suppliers are included.

Use of Technology to Manage and Control the Project

Building Connected

Our preconstruction services department utilizes Building Connected to solicit pricing from our subcontractor/vendor database. The program is capable of reaching our resources throughout the southeast and keeping them abreast of immediate changes in scope (or addenda) as we go through the bidding or design process. With the majority of our projects being negotiated, the software allows us to seamlessly maneuver through the design phase pricing events (Schematic Design, Design Development, and Construction Documents). Mashburn’s Preconstruction Managers are equipped with the technology to send out Invitations to Bid in less than 10 minutes, manage and track potential bidders, and compare bids side by side. Building Connected empowers our estimating department with the ability to immediately prequalify subcontractors by vetting their bonding capacity, ability to meet our safety requirements and other significant factors. In this way, we are offering the most competitive pricing and highest quality subcontractors to bring measurable value to our clients.

Textura

Mashburn Construction utilizes best in class software to facilitate operations and owner reporting. Operations are supported by Timberline, which is used for preparing the job cost estimate in work division detail, and by Primavera which is used for preparing the project schedule and determining the critical path. Our Accounting department utilizes Viewpoint to capture job-specific costs, including labor or payroll, equipment and subcontractor and material costs. Job cost is measured against the Timberline estimate on a real-time basis at the work division detail level to assure fiduciary propriety.

The owner pay application and all subcontractor pay applications are prepared using Textura, an

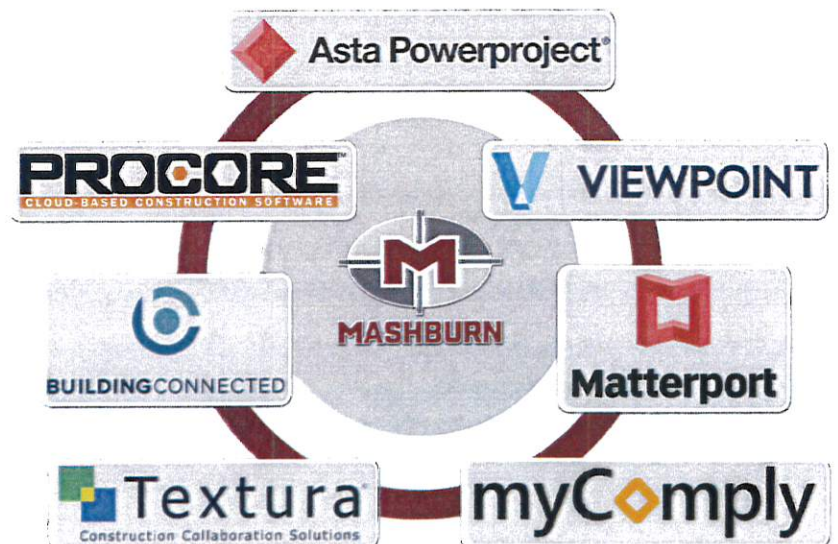
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Safety Program

"Expect the Unexpected" is Mashburn's Safety slogan. A safe work environment or job site is critical to the success of any project. The implementation of our safety program is centered on four critical components: strong communication, hazard analysis, effective execution, and continuous inspections.

Strong Communication:

Communication is the key to safe jobsites and it relies on the contractors' ability to share with all members of the project team. Mashburn communicates safety concerns both up and down the project chain. At bare minimum, the safety message is either delivered to the Prisma Health through weekly Owner-Architect-Contractor meetings, or to the employees through weekly jobsite safety meetings. Jobsite safety meetings are mandatory for all jobsite workers.

Hazard Analysis:

The hazards associated with the project are clearly defined at the beginning of the project and are updated as the work progresses. The recognized hazards build the elements necessary to establish a comprehensive and effective execution plan. Examples include the HazComm program where chemical hazards are broken up between two volumes of manuals that include widely used products and job specific materials. Superintendents review this program with each employee on his jobsite. Other hazards are identified by an outline provided by the Association of General Contractors (AGC) Tool Box Safety Talks. Additionally, Superintendents will select a safety topic applicable to current jobsite activities and new industry best practices.

Effective Execution:

Mashburn has a proven ability to execute a construction plan safely. In our pursuit of safety excellence, Mashburn has been recognized for safe work practices by being awarded the AGC Achievement Award for Outstanding Safety Performance, AGC Outstanding Service Award, and the AGC Quality Workforce Development Award. These accomplishments demonstrate Mashburn's effectiveness and commitment to safety.

Continuous Inspections:

The Safety Execution plan is monitored through continuous inspections. Daily and in-depth weekly inspections are recorded in our in-house project management software by Job

Superintendents, Project Managers and the Safety Director. This provides feedback on the execution of the plan while allowing flexibility in identifying opportunities to improve the Safety Execution plan. Mashburn's Director of Safety, Quality Control & Regulatory Affairs, Daniel Skinner, PE, is an OSHA Authorized Construction Safety Trainer. Additionally, Daniel is responsible for the implementation and review of Mashburn's written safety program to ensure it complies fully with all OSHA requirements and industry best practices. He is also intimately involved with the planning and supervision of the Project.

EMR

2021: 0.78

2020: 0.91

2019: 0.89

Mashburn has developed a Safety Committee made-up of highly-qualified personnel who are familiar with the elements required to lead a safe jobsite on a daily basis. **Safety is an important part of our culture at Mashburn.** As a result of our executive leadership and the implementation of our safety committee, we have achieved our **lowest recorded EMR** in more than a decade. Mashburn also holds an annual, company-wide meeting focused on promoting the importance of Safety to the entire company.

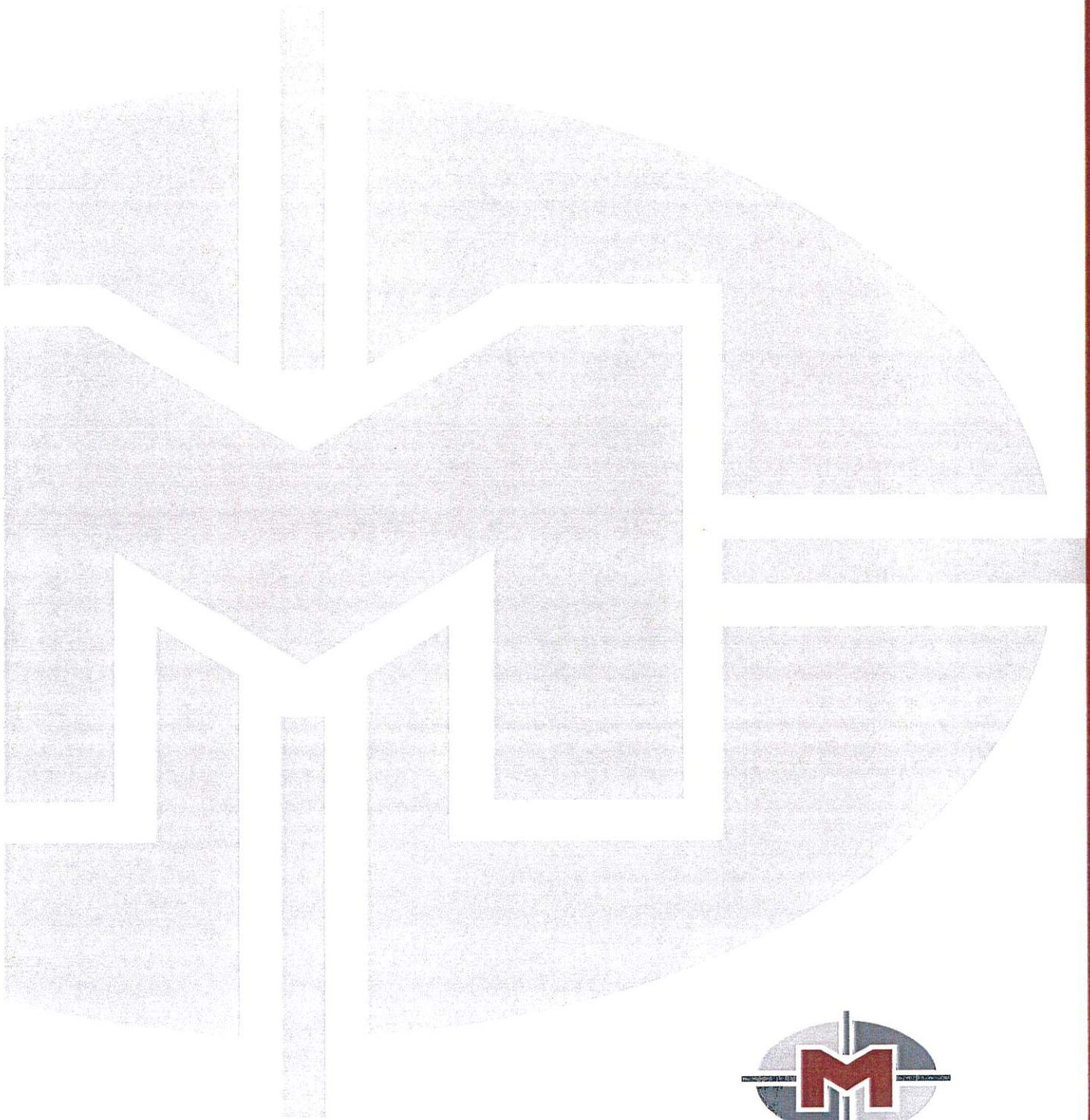


Daniel Skinner

Director of Safety, QC & Regulatory Affairs

In order to remain pro-active, our company has employed Daniel Skinner, P.E., to consult on all of our projects. **Prior to his position at Mashburn, Daniel served as an engineer with the Office of State Fire Marshal (OSFM) under the S.C. Department of Labor, Licensing & Regulations.**

Before employment at the OSFM, Daniel Skinner served as the Director of the Division of Health Facilities Construction & Fire and Life Safety for DHEC Health Regulations. **Daniel brings to Mashburn a unique view of code interpretation and implementation. His construction reviews of more than 1,275 facilities throughout South Carolina creates an opportunity for our team to be proactive in ensuring designs and construction methods meet mandated codes and state and federal regulations.**



MASHBURN

MASHBURNCONSTRUCTION.com



Questionnaire

1. Provide an overview of your team's philosophy in the construction of a major public building.

Everything that we do at Mashburn is focused around the company's mission, vision, and values. These things contribute directly to our company culture and have a direct effect on how we serve our clients. Our mission is: **"Partnering to deliver an exceptional building experience."** Our focus is on the long-term relationship versus short term profit. Through more than 46 years, the company has developed business relationships with architects, engineers, subcontractors, and vendors. Our team prides themselves on taking an owners' bold vision for a facility, building a partnering with creative designers, and providing open book competitive pricing and while delivering quality craftsmanship.

Furthermore our vision is what makes us the right team to align with the City of Orangeburg on this project. We strive "To be the builder of choice, the builder of people and the builder of better communities." Should we be awarded the City of Orangeburg City Hall Renovation project, it will be a marquee project for Mashburn/Osmium where we will live out our vision through every step of the construction process. We will work collaboratively with MOA and the City to exceed expectations and provide constant communication. We are also always open to visitors/city council/staff view project progress within the bounds of safe areas.

2. Describe the team's approach to maintenance considerations during the design and construction phases of a project.

An important part of delivering an exceptional building experience is delivering a building that a client can depend on. The most effective way to provide a sustainable product is to plan for it. Mashburn engages the design team and the subcontractors early and continuously during the design phase of your project. These reviews help the team to focus on the ownerships requirement taking special emphasis to examine constructability, affordability and maintainability. The subcontractors relationship with vendors allow the team to stay informed of latest practices and products. Mashburn will ensure the information is translated to the design documents to communicate these changes for the construction phase to fully realize their impact.

Mashburn recognizes another key aspect to an owner successfully utilizing and maintaining their investment is to have knowledge of their investment. Mashburn takes several steps to ensure that the owner is comfortable taking over their new facility. As part of our closeout process, Mashburn coordinates with all of the subcontractors to see that their combined knowledge is

provided to the ownership. Along with warranty documentation and Owner-Maintenance manuals, Mashburn coordinates the collections of the As-built documents from all of the installers. The ownership and their designers are always welcomed to visit the construction site during installation. During the planning stages we will coordinate and identify key elements that are to be surveyed during the installation. In addition, we provide the ownership group with photo documentation of installation services at the rough in stages to supplement the as-built documents. Lastly, Mashburn will coordinate with ownership's designers to facilitate training for their personnel to become comfortable with the systems and products utilized in their facility. Leaving the Ownership team with confidence in what they own and how to care and maintain their investment is Mashburn's goal.

Mashburn believes that fostering collaboration at the planning stages and empowering the owner with knowledge of their investment are crucial to the ownership being able to fully enjoy the fruits of their investment.

3. Explain the firm's procedures for document quality control and coordination of the various trades in the review of design documents and specifications. Also, explain the same coordination of trades in the GMP Development and Construction Phase.

The preconstruction component of the construction management team will review the design documents to ensure complete and accurate documents are being provided at each design document phase. Throughout the preconstruction process the preconstruction manager will maintain open dialogue with the construction superintendent, project engineer, and subcontractor base. This team will review the design documentation to ensure accuracy and identify any concerns or opportunities with constructability. The team will work in collaboration to develop a project submittal log as the design documents are developed. The assigned project team member will also be responsible for coordinating with the subcontractor base to ensure the submittal documents are accurate and complete and that the submittal documents comply with the overall quality standards established in conjunction with the design team. We make sure that the quality standards are clear to each trade contractor, taking care to thoroughly answer all of their questions. After the contract documents are established, Mashburn is able to effectively communicate the standards of the Project with our management system, Procore. At all times, members of the project can access the project and see all of the latest contract documents to include drawings, specifications, schedules and submittals. These



documents truly live in the system in real time.

We will also perform or oversee specified inspections and tests to provide assurance that the building's structure and systems are sound durable and perform to the City's expectations. Safety and Quality inspections are done routinely by all levels of the Mashburn team and captured in Procore. Any items of concern are tracked through the system for the team to address it appropriately. The ability to have constant communication with real time contract documents allows the team to address any and every concern with a timely response, minimizing the impact to overall schedule and ensuring a quality product in the end.

4. Describe procedures you use to review and consider product substitutions.

Mashburn's approach to change orders is a proactive one that stresses doing everything possible to prevent the need for change orders in the first place through extensive document reviews, complete work descriptions in the bidding documents and extensive dialogue and information exchange with trade contractors during the bidding and contract award process.

If change orders are required, we know one of the most cost-effective procedures we can provide during the construction phase is an efficient change management process. This system provides for a streamlined approach to the changes, with appropriate checks and balances built in.

When the City of Orangeburg requests a change, some preliminary design work will be performed by the architect/engineer in order to provide sufficient details for an Order of Magnitude (OM) estimate and schedule evaluation to be prepared by Mashburn. Once the OM estimate is completed, it is submitted to the City for review and approval to proceed with the next level of design and formal pricing. If the City decides the request is not necessary, it can stop the process at the OM estimate and have only incurred minor design costs, if any. If the change is approved, design proceeds, a project bulletin is prepared and Mashburn obtains all relevant quotations from the affected trade contractors. If approval is granted, a project change order is prepared for signature and is issued to the appropriate trade contractors and the work proceeds.

Periodically, changes are required in the field, which do not allow adequate time for the process listed above to take place. In these instances, the architect/engineer is consulted for the appropriate resolution of the condition and the architect/engineer issues a project field order. The field order authorizes the trade contractors to proceed with the resolution while providing pricing. In these cases, it is the primary responsibility of the Mashburn team to assure that all the trade contractor quotations and cost for extra work are appropriate and consistent with industry standards. The purpose of this field order process is to minimize any potential

impact on the schedule, if any. No payment applications are accepted for any issue not completely processed from a field order into a change order. Further, no change order is issued to a contractor that has not been approved first between the client and Mashburn.

Each change order presented for execution to the architect/engineer and client clearly shows where the funding is coming from as well as the added project costs that are covered.

5. Describe how the team would provide cost management services on this project using the CM at Risk delivery method. How would you reconcile differences between your cost estimates and those prepared by the Design Team? Provide the cost model format used on one of the four similar completed projects listed in your response.

Mashburn will utilize Viewpoint Vista integrated with Procore, an extensive accounting and cost management software system. Our system integrates purchasing, payroll, accounts payable and accounts receivable to track budgeting cost, committed cost, incurred cost, and forecast cost.

Budgeted cost will be entered into the system based on the cost estimate and the contract with the City of Orangeburg. As purchase orders or subcontracts are established on the project, the cost will be "committed" to a specific phase, cost code and cost category. As subcontractor and vendor invoices are submitted, the cost will be "incurred" to the appropriate phase, cost code, and cost category. Our Project Manager will forecast cost based on dollars incurred-to-date and committed for subcontracts, as well as anticipated cost. Cost control involves the complete cycle of entering cost data, analyzing cost information, indicating cost trends, correcting cost variances, and reporting status. These activities will be essential for making decisions that affect the ultimate project cost.

6. Explain the management tools, techniques and procedures the firm uses to monitor and maintain the construction phase schedule.

Keeping the project on schedule is one of the single most important cost measures we can control. Detailed planning and scheduling of the project, along with good trade contractor input, ensures that the project is ready for the various trade contractors when they mobilize to the site. Strong and capable supervision of the project ensures that the work proceeds at the scheduled pace and is completed on time.

Asta PowerProject scheduling software is used by Mashburn Construction for schedule development. The master schedule is used throughout the project to monitor, manage and report progress. This includes project milestones and critical decision points to provide updated schedules on a regular basis, to



predict the impact of changes in scope, and to develop methods for regaining time when changes affect the schedule. Prepared in conjunction with the master schedule are a series of detailed, short-term look-ahead schedules that help plan the work in shorter time periods as required, such as week-by-week, day-by-day or even hour-by-hour.

We will also utilize a comprehensive system of expediting critical path items to ensure that materials are fabricated and shipped on time, long-lead orders are placed on time, and that all process-related documentation and decision making is completed within the scheduled time frames.

We implement the schedule and strictly enforce it during the weekly foreman's meeting, during which time the project manager and the project superintendent establish the short-term look-ahead-schedules with the various trade subcontractors, as well as break-out schedules when they are required for specialty work. During these meetings we require trade contractors to come prepared with manpower projections and finish dates for interim completion items so that, if necessary, minor re-sequencing of the work can be accomplished without delaying the major milestone dates. Prior to beginning any phase of work we will coordinate a pre-installation meeting for a more detailed review of critical timelines and requirements.

7. Describe your approach to the collaboration with the City and the Design Team relative to project design and materials/systems research that will assure the functional, aesthetic, and quality requirements are satisfactorily addressed for this project.

Our team's management philosophy involves a strong commitment in principal-led projects. Strong leadership throughout the entire process ensures the highest level of expertise to achieve project goals in association with your staff. This allows each project to benefit from seasoned individuals who have the appropriate knowledge, expertise in dealing with complex projects. Our process is founded on our principal-led, consensus-based approach that emphasizes collaboration, interactive workshops, stakeholder buy-in, and the clear understanding of project goals and issues from the beginning the project. Key components of our Management Plan include:

- Detailed Total Quality Management (TQM)-based quality control plan.
- Commitment to managing the process to meet your project schedule.
- The core team members have experience managing the budgets of large, complex projects.
- We have an excellent on-time record
- We will contractually commit the principals of the core team to this work. They will be supported by a dedicated planning team which will be available immediately upon

notice to proceed with each project.

We have organized our team with clear definitions of responsibility, reporting and communication. To ensure that our communication efforts are easily accessed by our clients, we have integrated multiple layers of technology, software, and programs throughout every step of the construction process.

8. How do you manage the time and quality aspects of the process of reviewing and approving subcontractor submittals, clarification requests, issuance of bulletin drawings, development of cost proposals, identification and justification of change orders, payment requests, final inspections and assembly of the project close-out documents?

One of our team's major strengths in cost management is our proven ability to effectively package and receive bids for each phase of the project with the mandated goal of optimizing every work product by achieving the lowest cost and most qualified bids. Early in the design phase the project planning group will begin to focus on the best way to package the work in order to stimulate the greatest qualified trade contractor interest.

Work Category Descriptions

Our objective is to divide the work within each package into work categories that target the strongest, most competitive, and most quality-oriented trade contractors. In addition, the team must focus on the proper timing of each respective bid package to facilitate the completion of the contract documents and proper construction sequencing. The preconstruction team develops the bid packages and conducts the bidding operations. This team develops the bidding requirements, conditions, and work in each respective work category description.

Subcontractors are constantly providing feedback which allows for continuous upgrades and improvements of these bidding documents and procedures during each of the 30, 60, 90 percent design phases. Our ultimate goal is to build bidder confidence by providing detailed and well-coordinated work category descriptions that complement the drawings and specifications. This allows the bidders to be more aggressive in their pricing, which results in lower costs for the City of Orangeburg.

Prequalification Process

Our team provides and executes a formal trade contractor prequalification process advocating the use of the AIA A305 Contractors Qualification Statement. In addition, we investigate the financial solvency and capacity of all potential bidders, examine their safety records, and conduct client, architect/engineer, and contractor reference checks.

We also evaluate each contractor's ability to staff the work they intend to bid based on their resources and present workload. We will work with the City to prequalify any preferred trade contractors with previous relationships. The trade contractor's



successful prequalification will be added to our already developed “A” list of potential bidders. It is imperative to create a competitive environment while also providing the opportunity for local trade contractors to be involved.

Our team brings nearly four decades of contracting experience, as well as strong relationships with local trade contractors. In addition, we maintain a vast database of the qualified trade contractors located throughout the state and we update this database on a regular basis.

Having an open book policy is one thing that sets Mashburn apart from our competitors. Mashburn is a pioneer in the construction management market in South Carolina. We adopted this methodology in response to our clients who were seeking a more collaborative way to approach construction. We offer experienced professionals, seasoned preconstruction managers and a team spirit that will allow your company to feel comfortable with our pricing and approach. The most important phase of any construction project is the start of design work and our approach adds value, risk management and financial control to the entire process, which results in an early price guarantee.

Mashburn utilizes best in class software to facilitate operations and owner reporting. Our operations are supported by Procore, our all-in-one construction management software, and by Asta, which is used for preparing the project schedule and determining the critical path.

9. How do you manage project close-out in a manner that quickly provides for occupancy with minimal punch list items and warranty issues?

Mashburn continues work and documentation even after the building is complete. Mashburn’s post-construction process includes the following:

- Work with the City to develop, coordinate and implement closeout procedures.
- Develop and execute punch-list procedures.
- Secure the Certificate of Occupancy.
- Receive and deliver warranties and guarantees to the owner.
- Deliver owner operations and maintenance manuals.
- Provide the City of Orangeburg with both written and video instructions regarding equipment start-up and maintenance.
- Provide As-Built Drawings
- Provide red-line drawings indicating any field changes.
- A copy of the Building Information Model (along with any changes) and equipment information will be provided to the owner electronically.
- Secure final inspections and reports.
- Coordinate and follow-up on the 11-month warranty

inspection.

- Resolve warranty action items with contractors and suppliers.

10. Describe your team’s commitment to the success of this project and why you believe your assembled team is the best choice for this project.

As stated in our cover letter, and demonstrated throughout this submittal, Mashburn’s team is committed to the success of the City Hall Renovation project for the City of Orangeburg. Our carefully curated team is the best choice for this project due to:

- Our firm’s successful history of completing projects for public entities across the state.
- Our highly qualified team of individuals which is enhanced by our consultant team, Osmium Development.
- Our team’s extensive knowledge of the CMAR delivery method.
- Our geographical position which enables us to leverage subcontractors from our Columbia headquarters, as well as our Upstate Division.
- Our loyal subcontractor base that will help us to fulfill the City’s desire to incorporate minority, HUB firms and women-owned business enterprises into the project.

11. Describe your value engineering process.

Mashburn takes a holistic perspective to value management of your project from preconstruction planning through production in the field, seeking opportunities through the efforts of its planning services team to capture every bit of value possible.

Our initial approach to value engineering is to ensure the City receives the most bang for their buck. We work with the design team to identify issues, develop alternative solutions and cost comparisons of alternative materials, and then discuss our findings with the City of Orangeburg. Our ability to utilize our subcontractor and vendor partnerships in the local and regional market allows us to tap into a wide range of comparable options across the construction spectrum to present as cost saving solutions. Additionally, our experience working on other healthcare projects in the region provides additional resources we can use to work through the value engineering process.

12. Describe how responsibilities as a CM at Risk differ from responsibilities as a General Contractor.

As a CM at Risk, there is a concerted effort throughout the preconstruction and design phases of the project for the Construction Manager to evaluate all possible methodologies and make suggestions that would create the most economical and efficient approach to the project. This includes providing various budget estimates throughout the design process to include



any value engineering suggestions based on the Construction Manager's evaluation.

Alternatively, the General Contractor approach to a project only allows a limited timespan for the General Contractor to review the design documents and provide an estimate. Because this approach limits time for proper evaluation and planning, it can ultimately result in a less economical and efficient project.

13. Written Explanation of Safety Record.

"Expect the Unexpected" is Mashburn's Safety slogan. A safe job site is critical to the success of any project. The implementation of our safety program is centered on four principals; Strong Communication; Hazard Analysis; Effective Execution; Continuous Inspections.

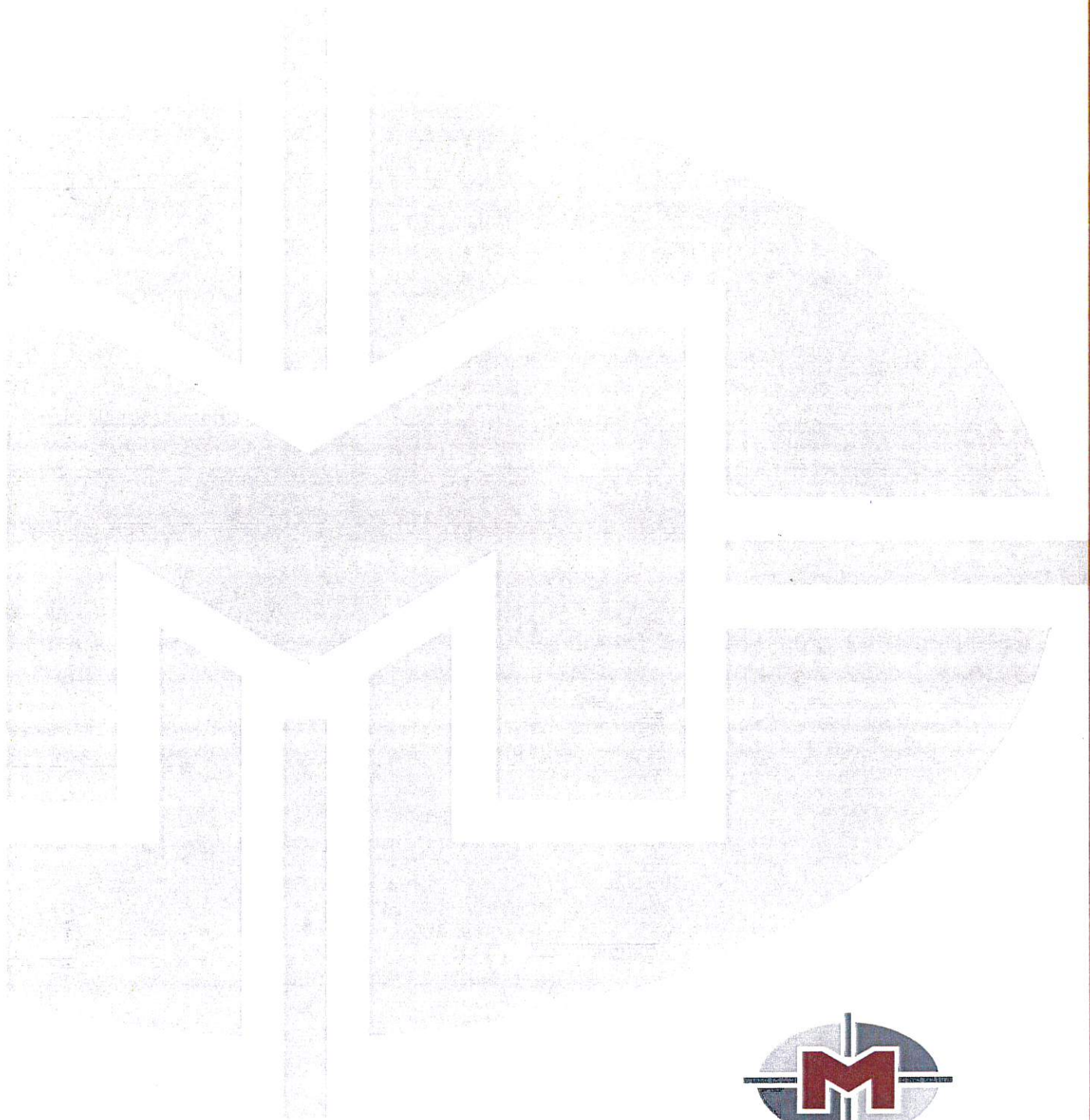
Strong Communication: Communication is a key to safe job sites and depends on the contractors ability to share with all members of the project team. Mashburn communicates safety concerns with the owner through weekly OAC meetings and with employees with weekly jobsite safety meetings. Jobsite safety meetings are mandatory for all jobsite workers.

Hazard Analysis: The hazards associated with the project are clearly defined at the beginning of the project and updated as the work progresses. The hazards identified build the elements necessary to establish a comprehensive and effective execution plan. Examples include the HazComm program where chemical hazards are broken up between two Volumes that include widely used products and job specific materials. Superintendents review this program with each employee on his jobsite. Other hazards are identified by an outline provided by the Association of General Contractors(AGC) Toolbox Safety talks. Additionally, Superintendents will select a safety topic applicable to current jobsite activities and new industry best practices.

Effective Execution: Mashburn has proven time and again an ability to execute a construction plan safely. In our pursuit of safety excellence Mashburn has been recognized for safe work practices by being awarded the AGC Achievement Award for Outstanding Safety Performance, AGC Outstanding Service Award and the AGC Quality Workforce Development Award. These accomplishments demonstrate Mashburn's effectiveness and commitment to safety.

Continuous Inspections: The Safety Execution plan is monitored through continuous inspections. Daily and in-depth weekly inspections are recorded in our in-house project management software by Job Superintendents, Project Managers, and the Safety Director. This provides feedback on the execution of the plan while allowing flexibility in identifying opportunities to improve the Safety Execution plan.

Mashburn is proud of the involvement of our personnel to help live out the importance of safety within our culture. As a result of our Executive leadership and our senior led safety committee Mashburn is able to share that as an organization we have worked over 750,000 man hours without a recordable incident. Our commitment to safety is echoed by the latest Experience Modification Rate currently at 0.78. Full safety manual provided upon request.



MASHBURN

MASHBURNCONSTRUCTION.com



Financial Stability

Verification of Company's Ability to Provide Adequate Performance and Payment Bonds

Please find verification of Mashburn's ability to provide adequate payment and performance bonds, for this project, below.



August 5, 2022

RE: RFQ City of Orangeburg Construction Manager at Risk (CMAR) City Hall Renovation

To Whom It May Concern:

It is our pleasure to confirm that our agency provides contract bonds on behalf of Mashburn Construction Company, Inc. through Liberty Mutual Insurance Company, an "A" rated carrier by AM Best. In our opinion, Mashburn Construction Company, Inc. remains properly financed, well-equipped and is an exceptionally well managed organization. Therefore, we would strongly recommend them as an excellent contractor.

Presently, Mashburn Construction Company, Inc. has a single project bonding capacity of \$40,000,000 and a \$70,000,000 aggregate program with \$50,000,000 available. Projects exceeding these parameters may be considered on an individual basis by the surety company.

At the request of Mashburn Construction Company, Inc., we are prepared to provide Performance and Payment bonds. As always, Liberty Mutual Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms and project financing.

Should you have any questions or need additional information, please do not hesitate to contact us.


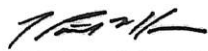
Sincerely,

MCGRIFF INSURANCE

Lori J. Kelly
Senior Account Manager

Limit of Excess Liability Umbrella Coverage

Mashburn has an unlimited amount of excess liability umbrella coverage. A sample certificate of insurance has been included below.

		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 11/02/2021		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>								
PRODUCER Propel Insurance (SRM) 2711 Middleburg Drive Suite 304 Columbia SC 29204				CONTACT NAME: Carole Slagsvol PHONE (A/C, No. Ext): (803) 733-5284 E-MAIL ADDRESS: carole.slagsvol@propelinsurance.com		FAX (A/C, No): (803) 733-5287		
INSURED Mashburn Construction Company Inc PO Box 2466 Columbia SC 29202-2466				INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Companies INSURER B: Amerisure Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 19488 23396		
COVERAGES		CERTIFICATE NUMBER: 21/22 MASTER		REVISION NUMBER:				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP2106808	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA21068060	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU2106810	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	WC2106809	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Information Only								
CERTIFICATE HOLDER				CANCELLATION				
For Information Only				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 				



Legal History

Pending Litigation

Mashburn Construction Company, Inc., has no pending litigation.

Construction Manager, CM at Risk Construction Defaults

Mashburn Construction Company, Inc., has not been considered in default, suspended, or terminated for cause from any project within the last 10 years.

Owner Completed Contracts

Mashburn Construction Company, Inc., does not have any incidents, within the last 10 years, where any portion of work connected with the contract has been completed by the owner or our Surety.

Debarments/Suspensions

Mashburn Construction Company, Inc., has not been debarred or suspended for any reason by any federal, state, or local government procurement agency, or refrained from bidding on a public project due to an agreement with such a procurement agency within the last 10 years.

Bid Fraud Convictions

Mashburn Construction Company, Inc., does not have any incidents, within the last 10 years, where Mashburn or any predecessor or related entities, or officers, shareholders, partners or key personnel of the submitter has been convicted of, or pleaded guilty to, any crime related to the bid process for contracts on public or private projects or involving fraud or misrepresentation.



CHAPIN MASHBURN HALL

www.MashburnConstruction.com



157