

City Council Minutes
June 20, 2023

Orangeburg City Council held its regularly scheduled meeting on Tuesday, June 20, 2023, at 6:00 PM with Mayor Michael C. Butler presiding.

PRESENT:

Michael C. Butler, Mayor
Dr. Kalu Kalu, Mayor Pro Tem
L. Zimmerman Keitt
Richard F. Stroman

PRESENT VIRTUALLY:

Jerry Hannah
Sandra P. Knotts

ABSENT:

Bernard Haire

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to approve the June 6, 2023, City Council minutes. The motion was unanimously approved.

Mayor Butler and City Administrator Evering presented Mr. Dennis Brothers with a Retiree Resolution for thirty-six years and seven days of service to the City of Orangeburg with a retirement date of June 8, 2023.

The City of Orangeburg 12U District Champion Basketball All-Stars were recognized.

Chief Executive Officer Walter N. Bennett, III, MUSC Health – Orangeburg was introduced.

Mr. Geoffrey Fine, Whitman Street addressed Council concerning Norfolk Southern Railway Boulevard Street Cleanup. He stated, "Norfolk Southern Railway has not done their full due diligence. They have cleaned up the broken ties, rails, and parts, but here is still a large pile of rocks located on Boulevard Street. It is their responsibility to clean this up. This is a heavy trafficked area that includes two universities. The fence there is broken, and this is a matter of safety. We should demand Norfolk Southern Railway to put up a fence from McDonalds to Boulevard Street to Zan Street on both sides of the tracks and to repair the fence that is broken."

Mr. Marc Wood, Sheheen, Hancock & Godwin, LLP, CPAs addressed Council concerning a financial update. He stated, "The May 2023 General Fund financial are revenues were 61% of the budgeted amount and the ideal percentage compared to the budget should be 66%. Expenditures were 70% of the budgeted amount and the ideal percentage compared to the budget should be 66%. The Finance Department is starting to watch the expenditures closely and are encouraging department heads to make good decisions on purchases and to shop prices. Councilmember Hannah asked at last month's presentation if the expenditures were up due to spending or increase in cost of goods and services. Unfortunately, the large part is the increase in prices."

City Administrator Evering addressed Council concerning a resolution urging Norfolk Southern Corporation to expediate the immediate removal of materials located on or about Boulevard Street. He stated, "We have had ongoing communications with Norfolk Southern concerning this issue. They have taken steps to remove most of this material since we last met. This area is owned by Norfolk Southern, and it is being used as a staging area for the rail line that is being replaced between Columbia and Charleston. There is rock material that will remain as part of the staging area. The rail ties and some of the untidy materials have been removed. In the fall, more materials will be brought back in and finally once the rail line procedures have been completed, all of it will be cleaned out. We have a resolution for your consideration to the Norfolk Southern President and CEO Howard Shaw to pursue whatever reasonable and necessary steps to expediate the immediate removal of material located on or about Boulevard Street. Also, the fence is owned by South Carolina Department of Transportation (SCDOT). I can contact them concerning the repair and request for extending it."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve a resolution urging Norfolk Southern Corporation to expediate the immediate removal of materials located on or about Boulevard Street. The motion was unanimously approved.

City Administrator Evering addressed Council concerning a resolution accepting a bid for asbestos remediation of the Stevenson Auditorium roof and authorizing a contract. He stated, "We are in the process of replacing the roof on Stevenson Auditorium and we have run into an issue that requires a change order. Asbestos has been found in the roofing materials so asbestos mediation needs to be completed. This was put out for bids and the lowest bid was \$110,000, but the total change order is \$162,739. The funds will come from the Capital Project Sales."

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve a resolution accepting a bid for asbestos remediation of the Stevenson Auditorium roof and authorizing a contract. The motion was unanimously approved.

DPU Manager Harley addressed Council concerning a resolution authorizing the acceptance and administration of CDBG Grant #4-CI-23-008. He stated, "This grant is a CDBG Grant, and it is for the Quicktown water project that City Council approved in our budget. We were waiting on the grant award of \$2 million to move forward with the project. The project encompasses replacing water lines in the Quicktown area, Magnolia Street on the west and Whitaker Street on the east, Russell Street is the northern border and then Whitman Street is the southern border. This grant will be administered by the Lower Savannah Council of Government (LSCOG), and we ask for your consideration on this."

A motion was made by Councilmember Stroman, seconded by Mayor Pro Tem Kalu to approve a resolution authorizing the acceptance and administration of CDBG Grant #4-CI-23-008. The motion was unanimously approved.

A motion was made by Councilmember Stroman, seconded by Councilmember Keitt to enter Executive Session concerning a) Discussion of negotiations incident to proposed contractual arrangements and/or the receipt of legal advice where the legal advice relates to pending or potential claim or other matters covered by the attorney-client privilege, settlement or legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – Town of Norway. S.C. Code Sec. 30-4-70(a)(2), b) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, and/or the receipt of legal advice – Civil Rights Museum S.C. Code Sec. 30-4-70 (a)(2), and c) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, and/or the receipt of legal advice – Old City Gym 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.

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve first reading of an ordinance authorizing the sale, alienation, conveyance, lease, or other disposition of real property with improvements located at or about 111 Boulevard Street and 115 Boulevard Street TMP# 0173-14-04-008.000 – Title Only. The motion was unanimously approved.

City Administrator Evering addressed Council concerning first reading of an ordinance authorizing the lease of the Old City Gym located at 1420 Broughton Street. He stated, "Orangeburg County School District approached us about leasing the Old City Gym to store old school furniture. We are not using this gym, and this would permit them to lease the facility for a two-year period.

A motion was made by Councilmember Stroman, seconded by Mayor Pro Tem Kalu to approve first reading of an ordinance authorizing the lease of the Old City Gym located at 1420 Broughton Street. The motion was unanimously approved.

A motion was made by Councilmember Stroman, seconded by Councilmember Keitt to adjourn. The motion was unanimously approved.

Respectfully submitted,

Linda McDaniel
Linda McDaniel
City Clerk





RESOLUTION

WHEREAS,

Dennis Brothers faithfully served the City of Orangeburg for thirty-six years and seven days with a retirement date of June 8, 2023; and,

WHEREAS,

he, through his long and faithful service, contributed greatly to the successful operation of the City of Orangeburg; and,

WHEREAS,

the City Council, in recognition of the fine contribution rendered the City of Orangeburg, wants to inscribe on the records its appreciation.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Members of Council, in Council assembled, do officially recognize the faithful service rendered to the City of Orangeburg in the capacities in which he served the City and we take pride in commending him for a job well done.

BE IT FURTHER RESOLVED that a copy of this Resolution, in appreciation for his devotion of duty to the City of Orangeburg, be placed in the minute book of the City and a copy furnished to Mr. Brothers in recognition of his services.

PASSED BY the City Council of the City of Orangeburg, State of South Carolina, this 20th day of June 2023.



Michael C. Butler
MAYOR

Jon [unclear]
L. Zimmerman Keitt

Richard A. [unclear]

[unclear]

[unclear]

[unclear]
MEMBERS OF COUNCIL

ATTEST:

Luinda McDaniel
CITY CLERK



A RESOLUTION URGING THE PRESIDENT AND CHIEF EXECUTIVE OFFICER OF NORFOLK SOUTHERN CORP., ALAN HOWARD SHAW, TO PURSUE WHATEVER REASONABLE STEPS ARE NECESSARY TO EXPEDITE THE IMMEDIATE REMOVAL OF MATERIALS LOCATED ON OR ABOUT BOULEVARD STREET BETWEEN RUSSELL STREET AND ZAN STREET IN THE CITY OF ORANGEBURG, SOUTH CAROLINA, AND MAINTAIN THE AREA FOR THE ONGOING WELFARE, HEALTH, AND SAFETY OF THE CITY'S RESIDENTS AND VISITORS.

WHEREAS, the Orangeburg City Council ("Council") desires to ensure and protect the welfare, health, and safety of the City's residents and the City's visitors;

WHEREAS, at various locations in the City, specifically along Boulevard Street between Russell Street and Van Street, Norfolk Southern Corp. is maintaining unsafe and untidy conditions along the rail line;

WHEREAS, the Council and City staff have received numerous and continued complaints from people who are concerned about the potential issues raised by these unsafe and untidy conditions, which could include, for example, injury to people and property, the infestation of vermin and pests, and the general unsightliness of the City and the detraction of residents' quality of life and the discouragement of potential future visitors, future investment and future job creation;

WHEREAS, the City has, on numerous occasions, requested Norfolk Southern Corp. remove the unsafe and untidy conditions and keep the area safe and tidy;

NOW, THEREFORE, BE IT RESOLVED: the Council directs City Staff to provide a copy of this Resolution on Norfolk Southern Corp. requesting the immediate removal of materials located along the rail line in or about the area of Boulevard Street between Russell Street and Zan Street; and

BE IT FURTHER RESOLVED: in the event Norfolk Southern Corp. fails to commence removal of the materials within 30 days of the delivery of this Resolution, and/or fails, in the future, to maintain the area in a safe and slightly condition, then the Council authorizes the City Administrator and the City Attorney to take all necessary steps to petition the Federal Railroad Administration and the South Carolina Department of Transportation for an investigation regarding the conditions of the rail line in the City.

ADOPTED BY the City Council on June 20, 2023.

Mayor

Michael C. Butler

Members of Council

[Signature]

Richard F. Stone

[Signature]

[Signature]

[Signature]

[Signature]



Attest: Luida McSaid
City Clerk



RESOLUTION ACCEPTING A BID FOR ASBESTOS REMEDIATION OF THE ROOF OF STEVENSON AUDITORIUM, AUTHORIZING A CONTRACT RELATED TO THE SAME; AND OTHER RELATED MATTERS.

BE IT RESOLVED by the City Council, as the governing body of the City of Orangeburg, South Carolina ("Council"), that the City Administrator ("Adminsitrator"), on behalf of and for the benefit of the City, is authorized to accept a bid for the asbestos remediation of Stevenson Auditorium, enter a contract, and take other actions, as provided below.

Section 1. Findings

(a) The City (i) intends to remediate asbestos on the roof on Stevenson Auditorium, in an amount not to exceed the amount of \$162,739.00, and (ii) finds the Administrator was authorized to request bids on the City's behalf to consummate the work to be performed.

(b) It is in the best interest of the City to move forward with the remediation as provided in this Resolution.

Section 2. Acceptance of Bid; Delegation of Authority. The City received various bids for the proposed asbestos remediation, a summary of each is attached as Exhibit A. After reviewing the bids, the City accepts the bid as outlined on Exhibit B, which is the lowest, responsive bid.

The City authorizes (a) the asbestos remediation of Stevenson Auditorium and (b) the Administrator to determine all items related to the same, except as otherwise specifically enumerated in this Resolution. Each document related to the work to be performed, shall be executed in the name of the City with the manual or facsimile signature of the Administrator and may be attested, as and if necessary, by the manual or facsimile signature of the City Clerk.

Section 3. Authorization to Execute. The Council authorizes the Administrator and City Clerk to execute whatever documents, including a contract, as may be necessary to effect this Resolution's intent.

Section 4. General Repealer. All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

ADOPTED BY the City Council on June 20, 2023.

Mayor

Michael C. Butler

Members of Council

[Signature]

Richard F. Horn

Liz Zimmerman-Leid

Jandra P. [Signature]

[Signature]



Attest: Linda McDaniel
City Clerk

EXHIBIT A
PROPOSALS

Mike Pienkosz

From: Mike Pienkosz
Sent: Tuesday, May 16, 2023 12:03 PM
To: lcrickmore@trifectainc.com
Cc: Chris Gore
Subject: FW: Asbestos Roof Removal
Attachments: Roof Plan.pdf; Orangeburg Roofing Project.pdf; 412305029_001.pdf; 412305029_coc.pdf; Asbestos Letter - Stevenson Auditorium.pdf

Tracking:	Recipient	Delivery
	lcrickmore@trifectainc.com	
	Chris Gore	Delivered: 5/16/2023 12:06 PM

Larry-

Please see attached as discussed please include the following: Please base pricing on night work 12 AM (8 night shift)

Tear off existing roof system down to the existing ¾" plywood sheathing:

Existing System:

Gravel (Loose gravel will be removed prior to you arriving onsite)

½" BUR plies (contain asbestos)

1" Perlite (remove)

¾" plywood sheathing * leave in place Davco will remove

Metal Deck

Davco to tear off flashings and plywood sheathing.

Roof Area 1- 51' off ground (5,800 SF Roof Area)

Roof Area 2- 71' off ground (2,270 SF Roof Area) upper roof area there is an old mechanical unit that contains a roof- please plan on removing roof. Same system as main roofs. See photo.

Davco to provide crane, lights, skid pan and safety equipment (roofing weighted ratline and flags).

Per discussion plan on removing 1,000 SF of roof area per night shift. If you need to remove more or less, please advise and ill adjust accordingly.

Please provide air monitoring, permits required for your scope, asbestos dumpsters, documented manifest, and any safety on the ground level for removal/containment of asbestos.

Any questions or concerns please let me know.

Thank you,



Mike Pienkosz | Project Manager



TRIFECTA SERVICES COMPANY
4501 Preslyn Drive
Raleigh, NC 27615
919-900-0067
NC License #75369

June 5, 2023

Mike Pienkosz
DAVCO Roofing & Sheet Metal

Asbestos Roof Removal – Stevenson Auditorium
Orangeburg Town Hall

PROPOSAL FOR SERVICES

Dear Mike,

Trifecta Services Company ("Trifecta") is pleased to submit our Proposal for construction services for the Project. This Proposal includes all necessary supervision, labor, equipment, NESHAP permits and materials to perform the following detailed Scope of Work at the Project.

SCOPE OF WORK

- DHEC Permitting
- 8,000 SF of Non-friable Roofing removal down to plywood layer
- Asbestos Disposal
- OSHA Asbestos Worker Trained Personnel
- OSHA Competent Person Supervisor
- 8-10 Days of Removal (1,000 SF per shift)
- Air monitoring (if requested)
- Crane Services for Abatement (if needed)

PLANS AND SPECIFICATIONS

The plans and specifications identified below are included within Trifecta's Scope of Work. Any plans or specifications not specifically identified and incorporated below are excluded.

- DAVCO to provide gravel removal, flashing removal, lighting, and weighted ratline and flags.

PRICING

- \$65,000.00
- \$916.00 (Air Monitoring per shift)
- \$45,500.00 (up to 10 nighttime work shifts, 10hrs/shift)



TRIFECTA SERVICES COMPANY
4501 Preslyn Drive
Raleigh, NC 27615
919-900-0067
NC License #75369

Attachment A to Proposal

Standard Exclusions, Assumptions & Clarifications

Unless modified elsewhere in the Proposal, the following exclusions shall apply to Trifecta's Work: Bonds, taxes, engineering, as-builts, shop drawings, staking, layout, GPR/GPRS, site security, fencing, weather protection, protective covers, liquidated damages, hazardous materials – lead, PBC's, PFAS/PFOS, etc., unforeseen conditions, removal of contaminated waters, debris, laden soil, lagging, underpinning, bracing/shoring/lintels, dewatering, pedestrian barricades, sidewalk closures, off-site work, prevailing wage rates, standby time due to owner/contractor delays or coordination with other trades/enabling work, termination of utility accounts, salvage of items to be relocated or reused, specialty insurance items not listed in this Proposal, pest control, Clearances or 3rd party air monitoring, Overtime or weekend hours, change order work without an agreed value, any work not specifically included in Scope of Work. In addition, the following assumptions and clarifications shall apply to the Trifecta's Work:

- All work will be performed in one (1) mobilization.
- All cutting and capping of MEP's by others.
- All utility disconnects by others.
- Patching, sanding, grinding, chemical cleaning or prep for new finishes is *not* included.
- This Proposal does not include handling or disposal of hazardous or contaminated materials.
- Removal, protection, storage and/or reinstallation of any item(s) to be salvaged for reuse or relocation are specifically excluded from this Proposal.
- Power and water – to be provided by Client/Owner/GC
- All debris will be disposed of as C&D; All metal and inert debris is recyclable.
- All C&D and salvage materials shall be removed off-site in a timely manner that is efficient for Trifecta's crew. Only non-salvageable items will be disposed of at local landfill.
- Trifecta will be given adequate site access for personnel and equipment including parking to allow uninterrupted performance of the work as scheduled.
- Trifecta will use the trucking company and disposal site of our choice for demolition and construction debris.
- Trifecta will retain all rights to the salvage of the demolished material. Missing salvage from the time of the walk to the project start will require a pricing change as a salvage credit has been factored into Trifecta's pricing.
- Fuel increases in excess of 10% of the local price as of the date of this Proposal shall result in a surcharge.

Terms & Conditions

Pricing in the Proposal is only guaranteed for thirty (30) days and is based on Trifecta having free, clear and unobstructed access to the work area. Pricing breakout is for accounting purposes only and does not represent stand-alone prices. Proposal must be signed at least two weeks prior to requested start date in order to ensure adequate time to schedule the Work. Payment shall be 100% of the completed Work, final payment including retainage (if any) due NET 30 from completion of Trifecta's Work, whether or not Client has received payment from another party. Trifecta reserves the right to pursue interest in the maximum amount allowable by law for all overdue payments and to recover all expenses, including reasonable attorneys' fees and costs incurred in collecting any overdue balances. Trifecta reserves the right to refuse change order work that is not approved for payment in advance of performance.

Upon execution of this Proposal or commencement of Trifecta's Work, this Proposal shall become a binding contract between the Parties. The Proposal, together with any attachments, exhibits, or mutually agreed Descopes Notes, will be automatically incorporated into any final contract between the Parties, regardless of any merger clause or other contractual language agreed to by the Parties purporting to exclude this Proposal, now or in the future. In the event of any conflict between this Proposal and any other contractual provision dealing with pricing, scope, inclusions, and/or exclusions related to Trifecta's Work, or incorporation of this Proposal into a subsequent agreement, this Proposal (together with any amendments thereto in writing and signed by the Parties) shall control.



TRIFECTA SERVICES COMPANY

4501 Preslyn Drive
Raleigh, NC 27615
919-900-0067
NC License #75369

SCHEDULE

The Work shall be performed according to the following schedule:

Monday through Friday; 8pm to 6am. 10 workdays have been estimated to complete all work and 1 mobilization has been included.

Thank you for the opportunity to earn your business.

Sincerely,

Trifecta Services Company

A handwritten signature in black ink, appearing to read "Larry Crickmore".

Larry Crickmore
Raleigh Branch Manager
lcrickmore@trifectaInc.com

Enclosure(s): Attachment A

Mike Pienkosz

From: Thomas Yarbrough <thomasy.cas@gmail.com>
Sent: Tuesday, May 16, 2023 12:45 PM
To: Mike Pienkosz
Subject: Fwd: Stevenson Auditorium Orangeburg Project Asbestos Roof Removal

----- Forwarded message -----

From: Jason Williams <carolinaasbestos@gmail.com>
Date: Tue, May 16, 2023 at 12:16 PM
Subject: Re: Stevenson Auditorium Orangeburg Project Asbestos Roof Removal
To: Thomas Yarbrough <thomasy.cas@gmail.com>

- 1) Yes
- 2) 2,250.00 per day per night shift. $\times 10 = 22,500$
- 3) We have it priced to remove it down to the plywood. To Remove the entire roof system down to the plywood, which includes flashings and insulation would cost an additional 16,250.00.
- 4) They can start immediately.
- 5) 1,000 - 1,500 SF per day is estimated.
- 6) Need Davco to supply.

75,000

Total - 113,750

On Fri, May 12, 2023 at 9:42 AM Thomas Yarbrough <thomasy.cas@gmail.com> wrote:

----- Forwarded message -----

From: Mike Pienkosz <mikep@davcoroofing.com>
Date: Fri, May 12, 2023 at 9:28 AM
Subject: Stevenson Auditorium Orangeburg Project Asbestos Roof Removal
To: thomasy.cas@gmail.com <thomasy.cas@gmail.com>
CC: Chris Gore <cgore@davcoroofing.com>

Thomas,

Good morning. We received your quote from Seth at Garland for Asbestos removal at Stevenson Auditorium. We have a few questions:

- 1. Do you have equipment figured for lifting of equipment for removal of roof and equipment to remove asbestos materials down from roof figured in your proposal?
- 2. Would you adjust your quote to off hours or provide a cost increase to work a night shift? Davco can provide lights.

Carolina Asbestos Services

445 Moose Track Trail
Lexington, SC 29073
803-518-8214

Date: May 11, 2023

Job Name: 979 Middleton St.
Orangeburg SC

Job Scope:

- Remove Approx. 7500 SF of roof membrane.

Carolina Asbestos Services will provide all personnel, supplies, and materials to permit, remove, transport, and dispose of all materials identified above in accordance with Federal and State EPA, SCDHEC, and OSHA regulations.

Bid: \$68,250.00 (includes working nights with overtime)

\$45,500.00 (Equipment and materials.)

Grand total \$113,750.00

The fee for the services described above includes the permit fees, abatement activities, and disposal. All paperwork will be submitted to SCDHEC in accordance to regulations.

The NON- Friable material will require a 4-day notification to SCDHEC. We anticipate this project to take approximately 4 Weeks.

EXCLUSIONS: Any work not named above to include asbestos survey; project design; removal or testing of contaminated soils; filling; shoring; weatherproofing; retainage beyond thirty days after completion of work unless otherwise specified.

TERMS AND CONDITIONS: All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the prices stated above. Immediately upon signing this agreement, all materials specified to be demolished or removed, including salvage rights to said materials, become the property of Carolina Asbestos Services, except as specified above and it is our responsibility to dispose of them. Unless otherwise specified herein, the price is based upon our normal working hours of 8:00 AM to 5:00 PM, Monday thru Friday. If we are required by the customer to work other hours or under other conditions, such work will be subject to price increases. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner of property or others to carry fire, tornado and other necessary insurance on property. Our workers are covered by Workman's Compensation Insurance. The information contained herein is

Carolina Asbestos Services

445 Moose Track Trail
Lexington, SC 29073
803-518-8214

intended exclusively for the use by the receiver and shall not be disclosed to any employee, consultant, or third party without the express written consent of Carolina Asbestos Services. In Consideration for the submittal of the proposal, the receiver agrees that the information disclosed herein is proprietary and in the event of any breach, Carolina Asbestos Services, shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages.

Per SCDHEC regulations, in some cases, we will be required to cover all critical (ex. Lights, outlets, windows, vents, etc.) with two layers of poly and then cover all walls and ceilings with one layer of poly. Due to this requirement, we may have to apply tape, spray adhesives, and /or staples to wall and ceiling surfaces. The containment barrier must be strong enough to withstand negative pressure in the work area as prescribed in the regulations. In some instances, this can cause damage to wall and ceiling surfaces that may require repair after our work is complete. While we make every effort to prevent said damage from happening, we cannot be responsible for this damage if it occurs.

Customer authorizes to pay provider solely and directly for that portion of work.

Customer agrees to pay Carolina Asbestos Services once completed.

This proposal may be withdrawn by us if not accepted, and jobs available for start of work, within 60 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In consideration of the specifications outlined in this proposal, we guarantee payment to Carolina Asbestos Services and/or its successors or assigns on demand. In the event it becomes necessary to place the amount with an attorney for collection, we agree to pay all costs of collection including reasonable attorney's fees and hereby waive our privilege of being sued in the county of our residence and agree that suit may be brought in Lexington County, SC. We agree and understand that all accounts are considered due and payable within 15 days of receipt of invoice.

Authorized Signature

Date

Authorized Name (Print)

Mike Pienkosz

From: Mike Pienkosz
Sent: Thursday, June 1, 2023 4:12 PM
To: ndial@enpuricon.com
Subject: FW: Asbestos Roof Removal
Attachments: Roof Plan.pdf; Orangeburg Roofing Project.pdf; 412305029_001.pdf; 412305029_coc.pdf; Asbestos Letter - Stevenson Auditorium.pdf

Nick,

Please see attachments for your review. Please include the following: Please base pricing on night work 11 PM (8-10HR night shift)

Tear off existing roof system down to the existing $\frac{3}{4}$ " plywood sheathing:

Existing System:

Gravel (Loose gravel will be removed prior to you arriving onsite)

$\frac{1}{2}$ " BUR plies (contain asbestos)- Tear off in Non-Friable manor.

1" Perlite (remove)

$\frac{3}{4}$ " plywood sheathing * leave in place Davco will remove

Metal Deck

Davco to tear off flashings and plywood sheathing.

Roof Area 1- 51' off ground (5,800 SF Roof Area)

Roof Area 2- 71' off ground (2,270 SF Roof Area) upper roof area there is an old mechanical unit that contains a roof- please plan on removing roof. Same system as main roofs. See photo.

Davco to provide crane, lights, skid pan and safety equipment (roofing weighted ratline and flags).

Plan on removing 800 to 1,000 SF of roof area per night shift. if you need to remove more or less, please advise and ill adjust accordingly.

Please provide air monitoring, permits required for your scope, asbestos dumpsters, documented manifest, and any safety on the ground level for removal/containment of asbestos.

Please let me know the following as well:

Insurance

License # SC

Any questions or concerns please let me know.

Thank you,



Mike Pienkosz | Project Manager
4408 Northpointe Industrial Blvd.

Enpuricon Inc.

ASBESTOS-LEADPAINT-MOLD-ENVIRONMENTAL REMEDIATION

2431 Schieffelin Road
Apex, NC 27502
Phone (919) 387-9700
FAX (919) 387-9797
Email ndial@enpuricon.com

June 2, 2023

Mike Plenkosz
Davco
4408 Northpointe Industrial Blvd
Charlotte, NC 28216

Re: Proposal for Stevenson Auditorium Asbestos Roof Removal
979 Middleton Street
Orangeburg, SC 29115

Dear Mike:

I wish to thank you for the opportunity to provide this proposal to you. Our understanding of the project requirements are as follows:

Scope:

1. Removal of asbestos roof material on Stevenson Auditorium. The area is approximately 8,000 sq ft. This proposal is based on being able to removal around 1,000 sq ft per day.
2. Work is estimated on being able to remove asbestos roofing at least 3 days a week if not more depending on weather. We will not mobilize if we can only work one day during a week because of weather.
3. This proposal assumes that the contractor will provide a boom truck with an operator and trash box to remove debris from the roof. The contractor will also provide tie off points for yo-yos during removal.
4. This proposal includes tearing off the roof down to the existing $\frac{3}{4}$ " plywood sheathing. Materials to be removed are $\frac{1}{2}$ " BUR plies, 1" perlite and dispose of that material. Pea gravel on the roof to be removed prior to arriving on site.
5. Work to be performed in accordance with local, State and Federal guidelines
6. Asbestos containing materials will be removed utilizing non-friable techniques.
7. There are no costs included in this proposal for the removal of additional asbestos containing materials.

General Contingencies and Exclusions:

1. Enpuricon shall have an un-obstructed and exclusive access to all work areas.
2. Final schedule of work to be negotiated between all parties.
3. We are not responsible for delays due to factors outside of our control, which include but are not limited to weather, natural disasters, trade stacking, RFI response times, obstructed work areas, etc.
4. Work excludes any demolition, unless specifically stated otherwise within this proposal.
5. GC shall be responsible for providing the following:
 - Protection of any penetrations made during abatement.
 - Dust partitions, temporary walls and under deck protection.
 - Demarcation, signage and barricades required for this project.
 - Engineering, installation, maintenance and removal of any shoring/bracing that will be needed for this project.
 - Protection for any and all existing building finishes remaining.

Enpuricon
Stevenson Auditorium
6/2/2023
Page 2 of 2

- Enpuricon shall not be responsible for any patching/repair of wall, ceiling, roof or floor surfaces.

Schedule:

A formal schedule shall be negotiated upon signing of the contract. All work has been priced to be completed Monday – Friday, 8:00 am to 4:30 pm. This proposal is based upon completing work within 10 work days.

Retention:

This proposal has been priced based upon that no retention will be withheld during progress payments.

Bonding:

No bond has been factored for this work. If bonding is requested, please add 3.0% to our bid.

Pricing:

Asbestos Abatement of Roofing Material on Stevenson Auditorium:	\$67,000.00
Crane/Disposal:	\$64,000.00
Air Monitoring (Per Shift)	\$1,250.00

We appreciate the opportunity to furnish you with this proposal. The dangers, liabilities, and government regulations regarding demolition and environmental remediation are of great concern to everyone. Enpuricon, Inc. understands these concerns and looks forward to completing this job in a timely, professional manner.

Sincerely,

Nicholas J Dial

Nicholas J Dial
Enpuricon Inc.
Project Manager/Estimator
919-500-8037

EXHIBIT B
SELECTED PROPOSAL

RFP – Asbestos Abatement for Stevenson Auditorium

SCOPE:

Tear off existing roof system down to the existing 3/4" plywood sheathing:

Existing System:

Gravel (Loose gravel will be removed prior to you arriving onsite)

1/2" BUR plies (contain asbestos)

1" Perlite (remove)

3/4" plywood sheathing * leave in place Davco will remove

Metal Deck

Davco to tear off flashings and plywood sheathing.

Roof Area 1- 51' off ground (5,800 SF Roof Area)

Roof Area 2- 71' offground (2,270 SF Roof Area) upper roof area there is an old mechanical unit that contains a roof – please plan on removing roof. Same system as main roofs. See photo.

Davco to provide crane, lights, skid pan and safety equipment (roofing weighted ratline and flags).

Per discussion plan on removing 1,000 SF of roof area per night shift. If you need to remove more or less, please advise.

Please provide air monitoring, permits required for your scope, asbestos dumpsters, documented manifest, and any safety on the ground level for removal/containment of asbestos.

Asbestos and field report attached below.

Return bids to Mike Pienkosz, Project Manager for Davco.
MPienkosz@davcoroofing.com

Bidders Included:

Trifecta Inc
Carolina Asbestos Services
Enpuricon Inc

Summary of Abatement Bids:

Trifecta Inc

Labor... \$65,000

Equipment... \$45,500

Total... \$110,500

Carolina Asbestos Services

*Awaiting breakout of labor/equipment

Total... \$113,750

Enpuricon Inc

Labor... \$67,000

Equipment... \$64,000

Total... \$131,000



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



CHANGE ORDER REQUEST #1

DATE: 6/9/2023

TO: City of Orangeburg

PROJECT: Stevenson Auditorium

CONTRACT: 2023-00000092

OMNIA Project Number: 25-SC-230175

DESCRIPTION: Additional Work – Unforeseen Conditions

We are requesting a change in the Contract as stated below due to the following changes to the work scope.

1. Supply DHEC permitting, asbestos disposal, OSHA Asbestos worker training personnel, OSHA, Competent supervisor, and air monitoring (If requested).
2. Supply construction lighting. (Note: Crew will perform removal on night shift).
3. Supply additional crane time/equipment for removal of asbestos. (Note: This removal will be completed at night and day crew will follow for installation of new roof system).
4. Remove and dispose of 8,000 SF of Non-Friable asbestos containing roof system.
5. Supply additional workforce/management per shift to ensure roofing system remains watertight.

Exclusions/Clarifications:

- Pricing based on (1) night shift crew for asbestos abatement.
- Price includes credit for original standard roof removal.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Breakdown:

- Trifecta Services Company -\$65,000.00 (Base Cost)..
- Added cost for Davco Labor to meet 1,000 SF of roof install per day- \$ 7,900.00 (This is added labor due to the amount of removal completed per day).
- Added supervision/Coordination subcontractor- \$ 3,500.00.
- Added cost for night work, equipment: \$ 43,500.00 (A crane will need to be set up onsite full-time during night shift- These are overtime rates)
- Davco Change Order Mark-Ups: overhead: \$21,610 /profit: \$18,600.00.
- Total Increase: \$160,110.00.
- Credit from Davco for originally roof removal: (\$10,987.00.00) (Labor and Dumpsters for field tear off)
- Davco COR Total: \$149,123.00
- Garland Insurance, Bonds, OMNIA Fee, OH&P: \$13,616.00
- **Add option: \$9,160.00 (Air Monitoring not included in below price). It was discussed that it was not required due to the project being removed as non-Friable. Note: If it does become Friable it will need to be added.**

Total labor & materials..... \$162,739.00



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Sincerely,

Evan Clark

Project Manager
216-430-3690
eclark@garlandind.com

Customer: City of Orangeburg

Signature: _____

Print: _____

Title: _____

Date: _____

Mike Pienkosz

From: Mike Pienkosz
Sent: Tuesday, May 16, 2023 12:03 PM
To: lcrickmore@trifectainc.com
Cc: Chris Gore
Subject: FW: Asbestos Roof Removal
Attachments: Roof Plan.pdf; Orangeburg Roofing Project.pdf; 412305029_001.pdf; 412305029_coc.pdf; Asbestos Letter - Stevenson Auditorium.pdf

Tracking:	Recipient	Delivery
	lcrickmore@trifectainc.com	
	Chris Gore	Delivered: 5/16/2023 12:06 PM

Larry-

Please see attached as discussed please include the following: Please base pricing on night work 12 AM (8 night shift)

Tear off existing roof system down to the existing ¾" plywood sheathing:

Existing System:

Gravel (Loose gravel will be removed prior to you arriving onsite)

½" BUR plies (contain asbestos)

1" Perlite (remove)

¾" plywood sheathing * leave in place Davco will remove

Metal Deck

Davco to tear off flashings and plywood sheathing.

Roof Area 1- 51' off ground (5,800 SF Roof Area)

Roof Area 2- 71' off ground (2,270 SF Roof Area) upper roof area there is an old mechanical unit that contains a roof-please plan on removing roof. Same system as main roofs. See photo.

Davco to provide crane, lights, skid pan and safety equipment (roofing weighted ratline and flags).

Per discussion plan on removing 1,000 SF of roof area per night shift. If you need to remove more or less, please advise and ill adjust accordingly.

Please provide air monitoring, permits required for your scope, asbestos dumpsters, documented manifest, and any safety on the ground level for removal/containment of asbestos.

Any questions or concerns please let me know.

Thank you,



Mike Pienkosz | Project Manager



TRIFECTA SERVICES COMPANY
4501 Preslyn Drive
Raleigh, NC 27615
919-900-0067
NC License #75369

June 5, 2023

Mike Pienkosz
DAVCO Roofing & Sheet Metal

Asbestos Roof Removal – Stevenson Auditorium
Orangeburg Town Hall

PROPOSAL FOR SERVICES

Dear Mike,

Trifecta Services Company ("Trifecta") is pleased to submit our Proposal for construction services for the Project. This Proposal includes all necessary supervision, labor, equipment, NESHAP permits and materials to perform the following detailed Scope of Work at the Project.

SCOPE OF WORK

- DHEC Permitting
- 8,000 SF of Non-friable Roofing removal down to plywood layer
- Asbestos Disposal
- OSHA Asbestos Worker Trained Personnel
- OSHA Competent Person Supervisor
- 8-10 Days of Removal (1,000 SF per shift)
- Air monitoring (if requested)
- Crane Services for Abatement (if needed)

PLANS AND SPECIFICATIONS

The plans and specifications identified below are included within Trifecta's Scope of Work. Any plans or specifications not specifically identified and incorporated below are excluded.

- DAVCO to provide gravel removal, flashing removal, lighting, and weighted ratline and flags.

PRICING

- \$65,000.00
- \$916.00 (Air Monitoring per shift)
- \$45,500.00 (up to 10 nighttime work shifts, 10hrs/shift)



TRIFECTA SERVICES COMPANY
4501 Preslyn Drive
Raleigh, NC 27615
919-900-0067
NC License #75369

Attachment A to Proposal

Standard Exclusions, Assumptions & Clarifications

Unless modified elsewhere in the Proposal, the following exclusions shall apply to Trifecta's Work: Bonds, taxes, engineering, as-builts, shop drawings, staking, layout, GPR/GPRS, site security, fencing, weather protection, protective covers, liquidated damages, hazardous materials – lead, FBC's, PFAS/PFOS, etc., unforeseen conditions, removal of contaminated waters, debris, laden soil, lagging, underpinning, bracing/shoring/lintels, dewatering, pedestrian barricades, sidewalk closures, off-site work, prevailing wage rates, standby time due to owner/contractor delays or coordination with other trades/enabling work, termination of utility accounts, salvage of items to be relocated or reused, specialty insurance items not listed in this Proposal, pest control, Clearances or 3rd party air monitoring, Overtime or weekend hours, change order work without an agreed value, any work not specifically included in Scope of Work. In addition, the following assumptions and clarifications shall apply to the Trifecta's Work:

- All work will be performed in one (1) mobilization.
- All cutting and capping of MEP's by others.
- All utility disconnects by others.
- Patching, sanding, grinding, chemical cleaning or prep for new finishes is *not* included.
- This Proposal does not include handling or disposal of hazardous or contaminated materials.
- Removal, protection, storage and/or reinstallation of any item(s) to be salvaged for reuse or relocation are specifically excluded from this Proposal.
- Power and water – to be provided by Client/Owner/GC.
- All debris will be disposed of as C&D; All metal and inert debris is recyclable.
- All C&D and salvage materials shall be removed off-site in a timely manner that is efficient for Trifecta's crew. Only non-salvageable items will be disposed of at local landfill.
- Trifecta will be given adequate site access for personnel and equipment including parking to allow uninterrupted performance of the work as scheduled.
- Trifecta will use the trucking company and disposal site of our choice for demolition and construction debris.
- Trifecta will retain all rights to the salvage of the demolished material. Missing salvage from the time of the walk to the project start will require a pricing change as a salvage credit has been factored into Trifecta's pricing.
- Fuel increases in excess of 10% of the local price as of the date of this Proposal shall result in a surcharge.

Terms & Conditions

Pricing in the Proposal is only guaranteed for thirty (30) days and is based on Trifecta having free, clear and unobstructed access to the work area. Pricing breakout is for accounting purposes only and does not represent stand-alone prices. Proposal must be signed at least two weeks prior to requested start date in order to ensure adequate time to schedule the Work. Payment shall be 100% of the completed Work, final payment including retainage (if any) due NET 30 from completion of Trifecta's Work, whether or not Client has received payment from another party. Trifecta reserves the right to pursue interest in the maximum amount allowable by law for all overdue payments and to recover all expenses, including reasonable attorneys' fees and costs incurred in collecting any overdue balances. Trifecta reserves the right to refuse change order work that is not approved for payment in advance of performance.

Upon execution of this Proposal or commencement of Trifecta's Work, this Proposal shall become a binding contract between the Parties. The Proposal, together with any attachments, exhibits, or mutually agreed Descopes Notes, will be automatically incorporated into any final contract between the Parties, regardless of any merger clause or other contractual language agreed to by the Parties purporting to exclude this Proposal, now or in the future. In the event of any conflict between this Proposal and any other contractual provision dealing with pricing, scope, inclusions, and/or exclusions related to Trifecta's Work, or incorporation of this Proposal into a subsequent agreement, this Proposal (together with any amendments thereto in writing and signed by the Parties) shall control.

TRIFECTA



TRIFECTA SERVICES COMPANY

4501 Preslyn Drive
Raleigh, NC 27615
919-900-0067
NC License #75369

SCHEDULE

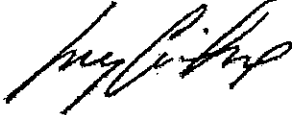
The Work shall be performed according to the following schedule:

Monday through Friday, 8pm to 6am. 10 workdays have been estimated to complete all work and 1 mobilization has been included.

Thank you for the opportunity to earn your business.

Sincerely,

Trifecta Services Company



Larry Crickmore
Raleigh Branch Manager
lcrickmore@trifectaInc.com

Enclosure(s): Attachment A



A RESOLUTION AUTHORIZING THE ACCEPTANCE AND ADMINISTRATION OF CDBG GRANT #4-CI-23-008; 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 by the Constitution and general laws of the State;

WHEREAS, the City previously applied for, and has now been awarded, a grant from the South Carolina Department of Commerce under the Community Development Block Grant program, which is designated CDBG #4-CI-23-008, the information related to which is attached as Exhibit A ("Grant"); and

WHEREAS, the City desires to accept and administer the Grant.

SECTION 2. Authorization to Accept and Administer Grant. The Grant and the documents related to the Grant, including the grant agreement (collectively, "Grant Documents") are accepted, and the City is authorized to administer the Grant according to the City's customary grant acceptance and administration process. Further, the form of the Grant Documents presented at this meeting as Exhibit A is approved, and all of the Grant's terms are incorporated in this Resolution by reference as those terms were set out in this Resolution in their entirety.

SECTION 3. Authorization to Execute and Deliver Grant Documents. The Mayor, the City Administrator, the Manager of the Department of Public Utilities, and the City Clerk, for and on behalf of the City, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect this Resolution's intent, and the execution, attestation, and delivery of the Grant Documents and the performance of all obligations of the City under and pursuant to the Grant Documents.

ADOPTED BY the City Council on June 20, 2023.

Mayor

Michael C. Bull

Members of Council

[Signature]

Robert Stroma

Liz Zimmerman

[Signature]

[Signature]



Attest: Linda M. Samuel
City Clerk



Henry McMaster
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Harry M. Lightsey III
Secretary

June 9, 2023

Mr. Sidney Evering II
Administrator, City of Orangeburg
Post Office Drawer 387
Orangeburg, South Carolina 29116

RE: CDBG #4-CI-23-008

Dear Mr. Evering:

Congratulations on your successful application for funding under the Community Infrastructure Program. Enclosed is a copy of the grant agreement, which must be executed in order for the City of Orangeburg to accept the Community Infrastructure Grant from the Community Development Block Grant Program.

It is necessary that an official with legal authority to execute such contracts sign the three enclosed originals of the grant award (Signature Page of the Grant Agreement) and return two of these originals to this office.

All required reports are due in this office the day after the end of each federal fiscal quarter (January 2, April 1, July 1, October 1). Timely submission of reports will ensure the processing of requests for payments from your grant award. The first reporting date for your grant is October 1, 2023.

This grant award is subject to all the terms and conditions of the Grant Agreement under which this award is made. Please note that most contracts for work of any type associated with activities related to this grant award may not be entered into without first consulting this office to assure that all State and federal requirements are met. Such contracts, to be paid in whole or in part with funds from this grant, must be submitted to the Department of Commerce, Grants Administration for approval prior to execution.

Sincerely,

A handwritten signature in black ink, appearing to read "Caroline S. Griffin".

Caroline S. Griffin
Deputy Director
Business Incentives & Community Development

Enclosures

cc: Ms. Brooke Morris
Finance

Department of Commerce
Grants Administration
1201 Main Street, Suite 1600
Columbia, South Carolina 29201

GRANT AWARD

Grantee: City of Orangeburg

Date of Award: June 9, 2023

Grant Title: Quicktown Area Water Upgrade

Category: Community Infrastructure

Grant Period: 06/2023-06/2025

Award Amount: \$2,050,000

Grant Number: 4-CI-23-008

In accordance with the provisions of Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended and on the basis of the grant application submitted, Grants Administration hereby awards funds to the above named Grantee, in the amount shown above, for the activities specified in the application and within the purposes and categories authorized. The acceptance of this award creates a contract between the State of South Carolina and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement. Contracts to be paid in whole or in part with funds from this grant must be submitted to Grants Administration for approval prior to execution. The special conditions for this grant, if any, are as follows:

See attached Special Condition(s) for Community Development Block Grant (CDBG) # 4-CI-23-008.

This contract shall become effective, as of the date of award, upon return of two copies of this grant award which have been signed in the space provided below. Both copies must have original signatures and must be returned within 15 days from the date above.



Caroline S. Griffin, Deputy Director
Business Incentives & Community Development

ACCEPTANCE FOR THE GRANTEE:

Signature of Official with authority to execute this contract

Date

Typed or Printed Name and Title of Authorized Official

ATTEST:

Signature of Elected City or County Council Member

Signature of Elected City or County Council Member

CFDA: 14.228

Community Development Block Grant (CDBG) Special Conditions

Grantee: City of Orangeburg - Grant #4-CI-23-008

- 1) The Grantee must submit any revised application information required by Grants Administration within fifteen (15) days of the date of notification.
- 2) Where reconnections are necessary, CDBG funds may only be used to reconnect occupied housing units (no vacant homes or businesses).
- 3) CDBG funds cannot be used for service lines on vacant or non-residential private property or private property occupied by non-LMI households.
- 4) A technical assistance visit must be conducted with the grant administrator, local government officials, and subrecipient (if applicable) within 120 days of grant award.
- 5) The CDBG Program Start-up Checklist must be completed and submitted to Grants Administration within 120 days.
- 6) The project must be substantially underway within 6 months of grant award. The Grantee must take appropriate administrative actions to implement the project in a timely manner to ensure that the project is programmatically closed within 36 months of grant award. Failure to begin the project or implement it in a timely manner may result in grant termination.
- 7) This award is made for the project as described in the approved application. Any deviations from the approved application scope must be reviewed and approved by Grants Administration in advance. Significant scope deviations may result in grant termination.
- 8) The Grantee must take appropriate actions to ensure that the local matching funds are documented as expended prior to or prorata with the drawdown of CDBG funds, unless otherwise approved by Grants Administration. CDBG funds may be held if all of the match cannot be documented prior to the final 10% of CDBG funds being drawn.
- 9) Cost savings should be prorated among the funding sources, unless otherwise approved. Cost overruns will be a local responsibility.
- 10) Grants Administration recommends sending the CDBG administrator, rehabilitation inspector or other appropriate personnel to CDBG Implementation and Compliance training sponsored by Grants Administration.

Unless otherwise specified, the Grantee must submit all required information set forth above to Grants Administration within 120 days of grant award.

**STATE OF SOUTH CAROLINA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**



GRANT AGREEMENT

The Grant Award serves as the signature page for this Community Development Block Grant (CDBG) Program Grant Agreement for the City of Orangeburg - CDBG #4-CI-23-008. Three identical Grant Award pages have been included for signature by appropriate representatives of the Grantee. Two of the Grant Award pages, with the required original signatures, must be returned **within 15 days**. The third Grant Award page with original signatures should be maintained in the Grantee's files along with this Grant Agreement.

**STATE OF SOUTH CAROLINA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

GRANT AGREEMENT

Upon receipt by the State of the appropriately signed Grant Award, the State agrees to provide to the Grantee the Federal Assistance under Title I of the Housing and Community Development Act of 1974, as amended, subject to the terms and conditions of this Grant Agreement, applicable laws, regulations and all other Federal and State requirements now or hereafter in effect. This Grant Agreement is effective with respect to such Assistance as of the date of the Grant Award and consists of the Grant Award hereto attached, together with the State approved Application, including any Assurances, certifications, maps, schedules or other submissions made, or to be made, with respect thereto.

1. **Definitions:** Except to the extent modified or supplemented by this Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, shall have the same meaning when used herein. The following terms are specifically used in this Grant Agreement:
 - (a) **Act** means Title I of the Housing and Community Development Act of 1974, as amended.
 - (b) **Agreement** means this Grant Agreement, as described herein and in any amendments or supplements hereto.
 - (c) **Application** means the application for the Assistance which has been approved by the State and is incorporated as part of this Agreement.
 - (d) **Assistance** means the CDBG grant funds provided, or to be provided, to the Grantee by the State, pursuant to this Agreement.
 - (e) **Assurances** when capitalized, means the certifications and assurances submitted pursuant to the Act and other requirements of the State.
 - (f) **CDBG** means Community Development Block Grant.
 - (g) **Grantee** means each entity designated as the recipient of the Assistance in the Grant Award and signing the acceptance provision of the Grant Award.
 - (h) **HUD** means U.S. Department of Housing and Urban Development.
 - (i) **Program** means the community development program, project, or other activities, including the administration thereof, funded in whole or in part, under this Agreement.
 - (j) **State** means the State of South Carolina, or that agency, agency division, or Office of State government which has been delegated the responsibility for administering the Community Development Block Grant program for the State of South Carolina, as appropriate.
2. **CDBG Program Requirements:** Grantees must comply with the requirements of Title I of the Housing and Community Development Act of 1974, as amended; with 24 CFR Part 570, Subpart I Community Development Block Grant State Program Regulations, and Subpart C, Eligible Activities; as well as the policies and procedures of the South Carolina CDBG program as included

in the CDBG Program Implementation Manual or other State program documents applicable to the Assistance.

3. **Federal and State Laws:** This Agreement renders the Grantee responsible for compliance with all Federal or State laws, Executive Orders, and regulations applicable to the receipt and administration of Assistance provided under this Agreement. Such laws, Executive Orders, and regulations include, but are not limited to, the following:
 - (a) **Financial Management Requirements:** The Grantee must comply with the applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found in 2 CFR Part 200. The Grantee must make available to the State or Federal government, or their representatives, all records related to the matters and activities of the Program for the purposes of audit and inspection.
 - (b) **Environmental Review:** The Grantee is required to assume responsibility for environmental review decision making in accordance with Section 104(f) of the Act; 24 CFR Part 58, Environmental Review Procedures for Title I CDBG Programs; and 40 CFR Parts 1500-1508, National Environmental Policy Act regulations.
 - (c) **Equal Employment Opportunity:** In accordance with Executive Order 11246 and other applicable Federal and State laws, Executive Orders and regulations, the Grantee cannot discriminate on the basis of race, color, religion, sex, national origin, familial status, or disability in the admission of or access to, treatment in or employment in, the Program.
 - (d) **Non-Discrimination Under Title VI of the Civil Rights Act of 1964:** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and HUD regulations with respect thereto, including the regulations under 24 CFR Parts 100 - 180.
 - (e) **Ineligible Contractors Under Executive Order 11246 and State Regulations:** The Grantee agrees that it will refrain from entering into any contract or modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order. The Grantee will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State pursuant to Part II, Subpart D of the Executive Order. In addition, the Grantee may not award contracts to any contractors who are ineligible to receive contracts under any applicable regulations of the State.
 - (f) **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:** This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the implementing regulations found in 24 CFR Part 75, State regulations issued pursuant thereto, and any applicable rules and orders of the State issued thereunder prior to the State authorization of the Grant Award.
 - (g) **South Carolina Illegal Immigration Reform Act:** The Grantee is required to comply with the South Carolina Illegal Immigration Reform Act (signed June 4, 2008) requiring verification of lawful presence in the United States of any alien eighteen years of age or older who has applied for State or local public benefits, as defined in 8 U.S.C. Section 1621, or for Federal public benefits, as defined in 8 U.S.C. Section 1611.

- (h) Federal Labor Standards Provisions: Except with respect to the rehabilitation of residential property designed for residential use for less than eight units, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, completion or repair of any building or work financed in whole or in part with Assistance provided under this Agreement, shall comply with Federal requirements pertaining to such contracts and the applicable requirements of the regulations of the State, governing the payment of wages and the ratio of apprentices and trainees to journeymen, provided, that if wage rates higher than those required under such regulations are imposed by the State or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.
- (i) Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas: It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
- (1) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;
 - (2) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;
 - (3) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;
 - (4) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;
 - (5) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and
 - (6) Requiring the subcontractor, if any, to take the affirmative actions outlined in (1) - (5) above.
- (j) Fair Housing: The Grantee is prohibited from taking any action that in any way makes unavailable or denies a dwelling to any person because of race, color, religion, sex, national origin, familial status or disability. The Grantee must comply with Title VIII of the Civil Rights Act of 1968, as amended, Executive Order 11063, and the South Carolina Fair Housing Law.
- (k) Fair Housing Plans: The Grantee will provide the State with a Fair Housing Plan which includes a written description of the action(s) the Grantee will undertake to affirmatively further fair housing. The State reserves the right to withhold all or a portion of the Assistance until such plan has been received and approved.
- (l) Age Discrimination Act of 1975: The Grantee shall ensure that no person shall be excluded from participation, be denied program benefits, or be subject to discrimination, on the basis of age under any part of the Program.
- (m) Section 504 of the Rehabilitation Act of 1973: Every recipient of Federal funds, including subgrantees, must comply with Section 504 of the Rehabilitation Act of 1973, as amended. The Grantee agrees that no otherwise qualified individual with disabilities shall, solely by reason of

his disability, be denied the benefits, or be subjected to discrimination under any part of the Program.

- (n) Acquisition and Relocation: In carrying out the Program, the Grantee is required to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, and the implementing HUD regulations at 49 CFR Part 24 and 24 CFR Part 570.
 - (o) Lead Based Paint Hazards: The construction or rehabilitation of residential structures with the Assistance is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35.
 - (p) Compliance with Air and Water Acts: (Applicable to construction contracts and related subcontracts exceeding \$100,000) The Program is subject to the requirements of the Clean Air Act, as amended; 42 USC §7401 et seq.; the Federal Water Pollution Control Act, as amended; 33 USC §1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, as amended from time to time, and the South Carolina Stormwater Management and Sediment Reduction Act.
 - (q) Violence Against Women Act: The Grantee shall ensure compliance with the requirements of the Violence Against Women Act, as amended 34 U.S.C. §12471 et seq. and all applicable HUD regulations, including 24 C.F.R. §5.2001 et seq.
4. Personnel: The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application. All persons employed must be fully qualified and authorized to carry out such activities under such Federal, State and local laws, as may be applicable.
 5. Amendments: Any changes to this Agreement, including changes in activities and budgets of the Application, must be approved in writing by the State and shall be incorporated in written amendment(s) to this Agreement, except as may be provided in the following section "Budget Changes."
 6. Budget Changes: Any change in a line item of the budget must have prior written approval by the State. This applies to the collective total of the line item, regardless of the source of funds. However, no increase for the budget item *General Administration* is allowed without prior written approval by the State, regardless of the amount or percentage of increase or the source of funds. Without written approval from the State, the maximum amount which may be budgeted for general administration from the Assistance is ten (10%) of the total activity costs, excluding administration costs.
 7. Funding Overruns/Underruns: The Grantee must meet its funding commitment. In the event there are cost underruns in the Program, the savings will be prorated among all funding sources unless otherwise approved by the State, a regulatory requirement by another Federal funding agency supersedes, or the savings could be accrued to another grant program funded by the State. In the event there are cost overruns in the Program, this Agreement creates no obligation on the part of the State to provide funds for the cost overruns.
 8. Incurrence of Costs and Release of Funds: The Grantee may not obligate or expend the Assistance on any activities described in the Application, except those exempted under 24 CFR Part 58, until the State has approved the Grantee's Request for Release of Funds and related certifications. In no case, without prior written approval by the State, may the Grantee incur costs or expend funds to be

paid or reimbursed with the Assistance. Funds obligated or expended without the State's written approval shall be considered ineligible costs and are not eligible for payment with the Assistance.

9. **Reporting Requirements:** The Grantee agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the State. Further, the Grantee agrees to require any subrecipients or contractors to submit reports that may be required and to incorporate such language in its agreements.
10. **Program Progress:** Significant activity must be underway within six months of the date of this Agreement unless otherwise approved by the State. If, within six months of the date of this Agreement, substantial progress is not being made, the State reserves the right to terminate this Agreement and require the repayment of any of the Assistance provided to the Grantee under this Agreement. Determination of substantial progress will be based on the Grantee's compliance with the Grantee's Target Plan or Implementation Schedule, as approved by the State.
11. **Project Completion:** The Program is expected to be completed within 24 months of the date of Grant Award. Unless otherwise defined by the State, completion is the final documentation of funds expended, accomplishment of CDBG National Objectives, and receipt by the State of the Grantee's Close-out Report. Future funding may be contingent upon timely and acceptable compliance with this Agreement. Extensions to Program periods may be made at the discretion of the State.
12. **Change of the Use of Real Property:** Unless the Grantee obtains prior written approval from the State, there may be no change in the use or planned use of any real property acquired in whole or in part or improved in whole or in part using CDBG funds in excess of \$150,000. This requirement shall apply from the date the CDBG funds are first spent for the property or the improvement until five years after final close-out of the CDBG grant from which the Assistance was provided.
13. **Copyright:** Except as otherwise provided in this Agreement, the Grantee or any third party or contractor paid through the Assistance is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the Program. However, HUD and the State reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal government and State purposes: the copyright in any work developed under the Program or through a contract under this Agreement; and any rights of copyright to which a subgrantee or contractor purchases ownership with Assistance support. The Federal government's rights and the State's rights identified above must be conveyed to the publisher, and the language of the publisher's release form must ensure the preservation of these rights.
14. **Prohibition Against Payments of Bonus or Commission:** The Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining State approval of the Application for such Assistance, or State approval of applications for additional assistance, or any other approval or concurrence of the State required under this Agreement, the Act or HUD regulations with respect thereto. However, reasonable fees for bona fide technical, consultational, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Program costs.

15. **Ownership:** Title to property acquired in whole or in part with the Assistance shall be vested in the Grantee, subject to divestment by the State, where its use for approved community development activities is discontinued. The Grantee should exercise caution in the use, maintenance, protection, and preservation of such property. The Grantee must submit, in the form prescribed by the State, a list of all non-expendable property acquired with the Assistance pursuant to this Agreement at the time of the final close-out of the CDBG grant from which the Assistance was provided, and the Grantee must agree to be subject to audit by the State or its duly authorized representatives for verification of the information. A physical inventory must be conducted every two years for the life of the property.
16. **Maintenance of Records:** Records for non-expendable property purchased totally or partially with Assistance provided under the Agreement and all other pertinent grant records including financial records, supporting documents, and statistical records must be retained for three years after Grants Administration closes the State Program Year's allocation with HUD. However, if any litigation, claim, or audit is started before the expiration of the maintenance period, then all records must be retained for five years after the litigation, claim, or audit is resolved.
17. **Access:** All records with respect to all matters covered by this Agreement shall be made available at any time for audit and inspection by HUD, the State, or their representatives, upon request.
18. **Freedom of Information:** The Grantee acknowledges and agrees that this Agreement and certain other information related to the CDBG award are or may be subject to public disclosure to the South Carolina Freedom of Information Act and that the Grantee and the State are required to comply with the provisions of that Act.
19. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Grantee under this Agreement, which the State requests to be kept confidential, shall not be made available to any individual or organization by the Grantee without prior written approval of the State.
20. **Obligations of Grantee with Respect to Certain Third Party Relationships:** The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee shall require that any such third party comply with all applicable requirements of this Agreement.
21. **Conflict of Interest:** The Grantee shall comply with the more restrictive provisions of 2 CFR Part 200.112, and 200.113, 24 CFR Part 570.611, or Section 8-13-100 et. seq. of the Code of Laws of South Carolina, 1976, as applicable.
22. **Personal Information:** The Grantee shall comply with the SC Financial Identity Fraud and Identity Protection Act in protecting any personally identifiable information.
23. **Sanctions:** If the Grantee does not comply with the provisions of this Agreement, the State may take any or all of the following actions: require repayment of all or a portion of any Assistance provided; require the Grantee to take corrective actions to comply with this Agreement; cancel, terminate, or suspend, in whole or in part, the Assistance in this Agreement; or, refrain from extending any further assistance to the Grantee until such time as the Grantee is in full compliance.
24. **Liability:** The Grantee understands that the Department of Commerce accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for

the Project as approved in the original application, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee should maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

The Grantee agrees to repay to the State, upon demand by the State, monies equal to the amount of the Assistance provided to the Grantee pursuant to this Agreement which the State has determined that the Grantee, its agents or assigns, have caused to be advanced and/or expended in violation of this Agreement or in violation of any Federal, State, or local laws or policies governing the use of CDBG funds.

This provision also applies to any monies determined by the State to be income generated by funds provided to the Grantee pursuant to this Agreement. The State is the sole arbiter in all matters concerning the eligibility of costs and the interpretation of the provisions of law, statute and policy, as well as the terms and conditions of this Agreement, except to the extent that the State's prerogative may be superseded by the Federal government or by a court of law having jurisdiction over such matters.

25. Termination of the Agreement: The State may, upon written notification to the Grantee, terminate all or part of the Assistance to be provided pursuant to this Agreement for failure to comply with the terms and conditions of this Agreement. This Agreement may also be terminated, in whole or in part, with the mutual consent of the State and the Grantee, upon written notification.
26. Terms and Conditions: The State reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the Federal regulations and laws governing the State's CDBG Program.
27. Severability: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
28. Venue: In addition to the previously cited Federal laws and regulations, this Grant Agreement is also made under and shall be construed in accordance with the laws of the State. By executing this Agreement, the Grantee also agrees to submit to the jurisdiction of the courts of the State or the appropriate Federal courts for all matters arising or to arise hereunder.

Department of Commerce
Grants Administration
1201 Main Street, Suite 1600
Columbia, South Carolina 29201

GRANT AWARD

Grantee: City of Orangeburg

Date of Award: June 9, 2023

Grant Title: Quicktown Area Water Upgrade

Category: Community Infrastructure

Grant Period: 06/2023 - 06/2025

Award Amount: \$2,050,000

Grant Number: 4-CI-23-008

In accordance with the provisions of Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended and on the basis of the grant application submitted, Grants Administration hereby awards funds to the above named Grantee, in the amount shown above, for the activities specified in the application and within the purposes and categories authorized. The acceptance of this award creates a contract between the State of South Carolina and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement. Contracts to be paid in whole or in part with funds from this grant must be submitted to Grants Administration for approval prior to execution. The special conditions for this grant, if any, are as follows:

See attached Special Condition(s) for Community Development Block Grant (CDBG) # 4-CI-23-008.

This contract shall become effective, as of the date of award, upon return of two copies of this grant award which have been signed in the space provided below. Both copies must have original signatures and must be returned within 15 days from the date above.


Caroline S. Griffin, Deputy Director
Business Incentives & Community Development

ACCEPTANCE FOR THE GRANTEE:

Signature of Official with authority to execute this contract

Date

Typed or Printed Name and Title of Authorized Official

ATTEST:

Signature of Elected City or County Council Member

Signature of Elected City or County Council Member

CFDA: 14.228

Community Development Block Grant (CDBG) Special Conditions

Grantee: City of Orangeburg - Grant #4-CI-23-008

- 1) The Grantee must submit any revised application information required by Grants Administration within fifteen (15) days of the date of notification.
- 2) Where reconnections are necessary, CDBG funds may only be used to reconnect occupied housing units (no vacant homes or businesses).
- 3) CDBG funds cannot be used for service lines on vacant or non-residential private property or private property occupied by non-LMI households.
- 4) A technical assistance visit must be conducted with the grant administrator, local government officials, and subrecipient (if applicable) within 120 days of grant award.
- 5) The CDBG Program Start-up Checklist must be completed and submitted to Grants Administration within 120 days.
- 6) The project must be substantially underway within 6 months of grant award. The Grantee must take appropriate administrative actions to implement the project in a timely manner to ensure that the project is programmatically closed within 36 months of grant award. Failure to begin the project or implement it in a timely manner may result in grant termination.
- 7) This award is made for the project as described in the approved application. Any deviations from the approved application scope must be reviewed and approved by Grants Administration in advance. Significant scope deviations may result in grant termination.
- 8) The Grantee must take appropriate actions to ensure that the local matching funds are documented as expended prior to or prorata with the drawdown of CDBG funds, unless otherwise approved by Grants Administration. CDBG funds may be held if all of the match cannot be documented prior to the final 10% of CDBG funds being drawn.
- 9) Cost savings should be prorated among the funding sources, unless otherwise approved. Cost overruns will be a local responsibility.
- 10) Grants Administration recommends sending the CDBG administrator, rehabilitation inspector or other appropriate personnel to CDBG Implementation and Compliance training sponsored by Grants Administration.

Unless otherwise specified, the Grantee must submit all required information set forth above to Grants Administration within 120 days of grant award.