

### **Board of Commissioners Meeting**

Westminster Historic Railroad Depot 129 Main Street, Westminster, South Carolina January 6, 2025 at 4:00 p.m.

The OJRSA Board of Commissioners Meeting will be held at the Westminster Depot prior to the Annual Members' Meeting

OJRSA commission and committee meetings may be attended in person at the address listed above. The OJRSA will also broadcast meetings live on its YouTube channel at <a href="www.youtube.com/@OconeeJRSA">www.youtube.com/@OconeeJRSA</a> (if there is a technical issue preventing the livestreaming of the meeting, then a recording will be published on the channel as soon as possible). For those not able to attend in person, then the OJRSA Board or Committee Chair will accept public comments by mail (623 Return Church Rd, Seneca, SC 29678) or at <a href="info@ojrsa.org">info@ojrsa.org</a>. Comments must comply with the public session instructions as stated on the meeting agenda and will be received up until one hour prior to the scheduled meeting. If there is not a public session scheduled for a meeting, then comments shall not be accepted.

### Agenda

- A. Call to Order Brian Ramey, Board Chair
- B. Swearing in of New Commissioners Larry Brandt, OJRSA Attorney
  - Laramie Sterling Hinkle to be sworn in to represent Walhalla (Seat 6). Mr. Hinkle is replacing Scott Parris for the term expiring December 31, 2027.
  - Jeffrey Scott Parris to be sworn in to represent Westminster (Seat 7). Mr. Parris is replacing Brian Ramey for the term expiring December 31, 2027.
- C. Invocation and Pledge of Allegiance Led by Commissioner Scott Moulder
- D. Action Item
  - Receive nominations and elect a Board Chair to serve the remainder of the term, which expires upon
    election of new Chair at the January 2026 Board meeting. The Board Chair shall also serve as Chair of
    the Executive Committee. Bob Faires, Vice Chair

### NEWLY ELECTED CHAIR WILL PRESIDE OVER REMAINDER OF MEETING

- E. Recognition of Brian Ramey for His Contributions to the OJRSA as a Commissioner and Board Chair Led by Board Chair
  - Brian Ramey was appointed to represent the City of Westminster on two occasions: March 2016 through March 2021 and March 2022 until January 2024. Mr. Ramey served the agency as the Board Chair (May 2022-January 2024) and served on the following committees: (1) Facilities & Administrative, (2) Operations & Planning, (3) Ad Hoc Impact Fee Program Review, (4) Executive Committee, (5) Finance & Administration Committee, and (6) Operations & Planning Committee.
- **F. Public Session** Receive comments relating to topics that may or may not be on this agenda. Session is limited to a maximum of 30 minutes with no more than 5 minutes per speaker.
- G. Approval of Minutes
  - Board of Commissioners Meeting of November 4, 2024
  - Board of Commissioners Meeting of December 2, 2024 Canceled by Board
- H. Committee and Other Meeting Reports
  - Operations & Planning Meeting of November 20, 2024 Canceled due to lack of agenda items
  - Finance & Administration Meeting of November 26, 2024 Canceled at request of Committee
  - Sewer Feasibility Implementation Meeting of December 2, 2024 Chris Eleazer, Director and Lynn Stephens, Secretary/Treasurer *Minutes to be considered at the February 3, 2024 board meeting*
  - Finance & Administration Meeting of December 17, 2024 Celia Myers, Committee Chair
  - Operations & Planning Meeting of December 18, 2024 Bob Faires, Committee Chair
- I. Secretary/Treasurer's Report (Exhibit A) Lynn Stephens, Secretary/Treasurer

- J. Oconee County Government Update Regarding Matters Involving Wastewater Oconee County Administrator or Appointed County Representative
- K. Presentation and Discussion Items [May include vote and/or action on matters brought up for discussion]
  - Sewer South Phase II update Chris Eleazer, Director

### L. Action Items

- 1. Approve 2025 OJRSA Board and Committee meeting schedule (Exhibit B) Chris Eleazer, Director
- 2. Approve extension through March 31, 2025 to continue acceptance of hauled portable toilet waste from outside the area to assist with Tropical Storm Helene recovery efforts Chris Eleazer, Director
- 3. Consider award of OJRSA Project #2025-05 General Water Reclamation Facility Installation Projects in amount of \$362,100 to Cove Utility LLC (Exhibit C) Chris Eleazer, Director
- 4. Approve Executive Director to execute agreement with Harper General Contractors, Incorporated in the amount of \$99,750 for the release of screw press submittals as a function of OJRSA Project #2023-06 as recommended by KCI Technologies if necessary due to project scheduling (Exhibit D) – Chris Eleazer, Director
- 5. Approve November and Year-to-Date Financial Reports (Exhibit E) Chris Eleazer, Director and Lynn Stephens, OJRSA Secretary/Treasurer and Office Manager
- 6. Approve Executive Director to execute agreement with CE Bourne and Company, Incorporated in the amount of \$110,145 and preauthorize an owner contingency amount not to exceed \$15,000 to perform roof and building envelope replacement and repairs for the Chlorine and Operations & Administration buildings (Exhibit F) Chris Eleazer, Director
- 7. Actions related to other OJRSA Commissioner duties (Exhibit G):
  - If necessary, accept nominations and elect the Vice Chair for the OJRSA Board of Commissioners for the remainder of the current term. Position must be held by a current Commissioner. – Board Chair
  - b. Board Chair to consider appointments to the Finance & Administration (F&A) Committee for the remainder of the current term [Maximum of four members. It is recommended that no Member City have no more than two seats on the Committee] Board Chair
  - c. Board Chair to consider appointments to the Operations & Planning (O&P) Committee for the remainder of the current term [Maximum of four members. It is recommended that no Member City have no more than two seats on the Committee] Board Chair
  - d. The members of the F&A Committee shall elect a Committee Chair, who will also serve on the Executive Committee Board Chair
  - e. The members of the O&P Committee shall elect a Committee Chair, who will also serve on the Executive Committee Board Chair

### M. Executive Director's Discussion and Compliance Matters – Chris Eleazer, Director

- 1. Environmental and regulatory compliance matters
- 2. Sewer Feasibility Implementation Committee
- 3. Sewer Feasibility Implementation Rate and Cost of Service Study
- 4. Miscellaneous (if any)

### N. Commissioners' Discussion – Led by Board Chair

Discussion can be related to matters addressed in this meeting or for future consideration by the Board or Committee. Voting is not permitted during this session.

- **O. Upcoming Meetings** All meetings to be held in the OJRSA Lamar Bailes Board Room unless noted otherwise.
  - Annual Members' Meeting January 6, 2025 at 5:00 p.m. Westminster Historic Railroad Depot, 129
     Main Street, Westminster
  - Sewer Feasibility Implementation Ad Hoc Committee January 9, 2025 at 9:00 a.m.
  - Operations & Planning Committee January 15, 2025 at 8:30 a.m.
  - Finance & Administration Committee January 28, 2025 at 9:00 a.m.
  - Board of Commissioners February 3, 2025 at 4:00 p.m.

### P. Adjourn



# Secretary/Treasurer's Report for Board of Commissiners

	ICTED FUNDS CASH			
Account/Fund		Cash (\$)	Investments (\$)	Total (\$)
Wholesale Operations & Mair		495,378	2,450,000	2,945,378
Retail Operations & Maintena		3,135,152	245,000	3,380,152
TOTAL	UNRESTRICTED FUNDS	3,630,530	2,695,000	6,325,530
RESTRIC	TED FUNDS CASH	AND INVESTIV	IENTS SUMMAR	Υ
Account/Fund	l Name	Cash (\$)	Investments (\$)	Total (\$)
Projects and Contingency (PCI	F)	876,014		876,014
Wholesale Impact Fund (WIF)		235,641	5,082,000	5,317,641
Retail Impact Fund (RIF)		0		0
тот	AL RESTRICTED FUNDS	1,111,655	5,082,000	6,193,655
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### **INVESTMENTS UPDATE**

Maturing Investment	%age Rate	<b>Fund Code</b>	<b>Maturity Date</b>	Amount (S)	To Be Rein	vested?
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	I Italian II ana		Carried a Park	26.72	YES	NO
					YES	NO
	7.		ALCO DESCRIPTION	nga iru o ibiris	YES	NO
					YES	NO
	71	1	A CALLY LOS	A The Land A Park	YES	NO
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	1 1 1 2 5		- 12-360 - 12-2	estates enui-	YES	NO
			Line Line		YES	NO
The state of the state of	L DEC	20	1997, 1817, 1615	MINISTALOA	YES	NO
					YES	NO
£ st-chkhlatter tiet €	FAPRICE A	At 18 1 534	ALI THALLY	a Falk Mary	YES	NO

See additional sheets for investment information and trends

By my signature, to the best of my knowledge, I certify this report is accurate.

Lynn Stephens

OJRSA Secretary/Treasurer

### 2025 OJRSA Public Meeting Schedule

SC Code of Law Section 30-4-80(a) requires public bodies to publish all scheduled meetings at the beginning of each calendar year. Executive Committee, ad hoc committee(s), or other meetings may be scheduled during the year as necessary. Meeting dates, times, and locations are subject to change or cancellation.

All meetings are held in the Lamar Bailes Board Room at the OJRSA Operations & Administration Building, 623 Return Church Road, Seneca, South Carolina unless otherwise noted below. Call the OJRSA at 864-972-3900 for updates.

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Operations & Planning Committee Meeting 8:30 am

Finance & Administration Committee Meeting 9:00 am

Board of Commissioners Meeting 4:00 pm & Annual Members' Meeting 5:00 pm. Both meetings at Westminster Historic Railroad Depot, 129 Main Street, Westminster

Weekend (Office Closed)

### **Board and Committee Meeting Dates**

Commissioners (4:00 pm) & Annual Members' (5:00 pm): Jan 6 at Westminster Historic Railroad Depot, 129 Main Street, Westminster

Commissioners (4:00 pm): Feb 3, Mar 3, Apr 7, May 5, June 2, July 7, Aug 4, Sept 8\*, Oct 6, Nov 3, Dec 1

Finance & Administration (9:00 am): Jan 28, Feb 25, Mar 25, Apr 22, May 27, June 24, July 22, Aug 26, Sept 23, Oct 28, Nov 25, and Dec 16\*

Operations & Planning (8:30 am): Jan 15, Feb 19, Mar 19, Apr 16, May 21, June 18, July 16, Aug 20, Sept 17, Oct 15, Nov 19, and Dec 17

<sup>\*</sup> Rescheduled due to holiday



### **Oconee Joint Regional Sewer Authority**

623 Return Church Road Seneca, South Carolina 29678 Phone (864) 972-3900 www.ojrsa.org

### **MEMORANDUM**

TO: Chris Eleazer, Executive Director

FROM: Kyle Lindsay, Operations Director

CC:

DATE: December 12, 2024

SUBJECT: Budget for Project #2025-05

The budgeted cost for the WRF equipment installs included the replacement of a new utility water pump with associated valves, a RAS and WAS pump with associated valves and a new day tank flow control valve and mag meter. The total budgeted price was \$308,250. The low bid from Cove Utility came in at \$362,500 with a difference of \$54,250.

We had also budgeted for a new mixer gear drive on the chlorine mix tank and a gear drive for one of the oxic mixers. The budgeted price for those was \$145,750. The actual price for these gear drives when ordered was \$90,949 with a difference of \$54,801.

So, the excess cost of the WRF equipment install should be covered by the difference in the mixer gear drives final cost.

This is a compliance matter that can affect the operations and treatment of the facility.

Please let me know if you have any questions.

Kyle Lindsay, Operations Director

Kyl Lasay



# Oconee Joint Regional Sewer Authority 623 Return Church Road

623 Return Church Road Seneca, South Carolina 29678 Phone (864) 972-3900 www.ojrsa.org

## **Competitive Sealed Bids**

RFB Project	Name & Number: Projec	t #2025-0	5 WRF	General Equ	ipment l	nstalls	
Work Orde	r Number (if applicable):						
Account Co	oding: 701-03000						
	present when bids are opened	d and presente	ed (there m	nust be at least thro	ee member	s present):	
	OJRSA Witness #1	(	DJRSA Witr	ness #2	OJRSA	A Witness	#3
Print:	Kyle Lindsay		gr Ele	iare _	Amare	da L	Kelley
Signature:	KyleLeSon	/	bhly		lmoenc	la Zi	Telle
	Bidder Name	Date Received	Time Received	Amount (\$)	Included Al		✓ Low Ø
Pore 1	1 Silih	12/11/2024	1357	362,100.00	_/	□ No	
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	otes (if necessary):						



OCONEE JOINT REGIONAL SEWER AUTHORITY
Department of Administration and Finance

### RFB/RFP/RFQ Receipt Documentation

Project Name: 2025-05 General WRF In	stallation Proje	ects RFB	
Sheet Number <u>1</u> of <u>1</u>			
Consultant or Company Name	Date Received	Time Received	OJRSA Recipient's Signature
Coveletility	12/11/24	1:57	Clourdo Kelley
J			

### Attachment A - WRF Project #2025-05 Cost Sheet

Submitting Company Name: Cove Utility LLC

Address: 107 W Montclair Ave, Greenville, SC 29609 Phone: (864) 505-5017

Services to provide per the project:

Day Tank Control Valve	Cost
Modulating Valve	\$ 12,200
Flow Meter	\$ 19.000
Piping & Fittings	\$ 12.000
Miscellaneous Costs (e.g., Flange kits)	\$ 2,500
Labor	\$ 20.000
SUBTOTAL	\$ 76,500

Return Activated Sludge	Cost
T-10 RAS Pump with Air Relief & Check Valve	\$ 61,300
Three Rising Stem Valves	\$ 14,000
Piping & Fittings (OJRSA Mag Meter to be reduced down to 8")	\$ 22,000
Miscellaneous Costs (e.g., Flange kits)	\$ 9,000
Insulation	\$ 10,000
Labor	\$ 20,000
SUBTOTAL	\$ 138,300

Waste Activated Sludge	Cost
V-3 WAS Pump with Air Relief & Check Valve	\$ 36,900
Three Rising Stem Valves (Two 3" & One 4"-to-3")	\$ 2,500
Piping & Fittings (OJRSA Mag Meter)	\$ 8,000
Miscellaneous Costs (e.g., Flange kits)	\$ 7,500
Insulation	\$ 6,000
Labor	\$ 15,000
SUBTOTAL	\$ 81,900

Utility Water Pump	Cost
Utility Water Pump	\$ 33,000
Four Valves	\$ 8,500
Check Valve	\$ 2,00
Piping & Fittings	\$ 4,000
Miscellaneous Costs (e.g., Flange kits)	\$ 7.530
Labor	\$ 15,400
SUBTOTAL	\$70,400

TOTAL FOR PROJECT \$ 362,100 \*

\*See attached bid clarification letter

Page 12 of 22

Reference #1 (M	andatory – Must Be A	Applicable Experier	nce to this RF	B) (No Duplicate References)	
Company Name:	See attached of	qual package	Calendar Yea	ar(s) Work Performed:	
Contact Name:		Phone:		Email:	
Reference #2 (M	andatory – Must Be A	Applicable Experier	nce to this RF	B) (No Duplicate References)	
Company Name:	See attached o	qual package	Calendar Yea	ar(s) Work Performed:	
Contact Name:		Phone:		Email:	
Reference #3 (M	andatory – Must Be A	Applicable Experier	nce to this RF	B) (No Duplicate References)	
Company Name:	See attached o	qual package	Calendar Yea	ar(s) Work Performed:	
Contact Name:		Phone:		Email:	
05 General Water		Installation Projects	RFB. I also co	nation contained in the OJRSA Project #2 onfirm this bid represents the submitte ompany's behalf.	
Signature:	9///			Date: 12/11/24	
Name (Print):	Jeff Caffery		Email:	jeff@coveutility.com	
Title:	President				



December 11, 2024

Oconee Joint Regional Sewer Authority ATTN: Kyle Lindsay

# Bid Clarification for PROJECT #2025-05 General Water Reclamation Facility Installation Projects RFB

### A. Narrative:

Cove Utility has substantial experience working on, rehabbing and replacing wastewater treatment plant systems at facilities that very similar to what the owner currently operates. Cove offers the below scope of work as a more specific and detailed approach to the necessary work than what is briefly summarized in the bid proposal documents. Please don't hesitate to reach out with any questions, or if Cove Utility can provide references and qualifications for our expertise.

### B. Scope of Work:

### Day Tank

- OJRSA to divert plant influent flow to EQ lagoon to allow for a 10-hour shut down of the plant raw
  influent line (from existing day EQ tank). OJRSA to isolate line prior to mobilization.
- Dismantling of piping in influent meter vault and removal of existing 16" plug valve & 12" mag meter.
- Supply of a new 16" plug valve with a Auma SQR14.2 modulating electrical motor operator.
  - o Actuator is rated for modulating duty and can be set at variable open states across the range.
  - o Actuator can be locally adjusted on the EMO interface panel in the vault
- Supply of a new 12" Siemens SITRANS FM MAG 5100 W magnetic flow meter.
  - o Includes local transmitter in a NEMA 4X enclosure mounted on top of the vault.
- Installation of power and control wire back to the headworks. Control to tie into the headworks missions control RTU. Electrical hook up of new EMO & mag meter.
  - OJRSA to excavate and backfill the duct bank trench.
- Includes provided a new 12" DIP flanged spool piece to make up for new meter lay length.
- Reusing existing piping and dismantling joint in vault. Includes new gaskets and hardware for
  existing piping removed to accommodate installation.
- Manufacturer representative startup services for actuator and mag meter.
- Visual leak test of new piping when owner returns pump station to service.
- All management, supervision, and general conditions
- All construction & safety equipment as required to perform scope of work



### **RAS Pump**

- Below scope for 1ea RAS pump replacement
- OJRSA to influent & effluent flow off of pump station. OJRSA isolate line prior to mobilization.
- Dismantle current equipment and insulation.
- Supply and install 1ea Gorman Rump T-10 pump with internal heater, pressure gauges (in psi), and ARV.
- Install three (3) ten inch (10 in.) rising stem gate valves and one (1) ten inch (10 in) Val-matic Swing Flex check valve.
  - o Does not include replacement of existing piping except as necessary for new install.
- Install one (1) eight inch (8 in.) mag meter. (Owner has the meter)
- Reinstall/replace pipe insulation to restore to condition at the start of the project.
- Electrical disconnect & reconnect of new pump. No replacement of power supply/control panel components, assumes electrical like for like replacement and existing are in serviceable condition.
- Manufacturer representative to perform/oversee startup services for pump.
- 0
- Visual leak test of new piping when owner returns pump station to service.
- All management, supervision, and general conditions
- All construction & safety equipment as required to perform scope of work

### **WAS Pump**

- Below scope for 1ea WAS pump replacement
- OJRSA to influent & effluent flow off of pump station. OJRSA isolate line prior to mobilization.
- Dismantle current equipment and insulation.
- Supply and install 1ea Gorman Rump V-3 pump with internal heater, pressure gauges (in psi), and ARV
- Install two (2) three inch (3 in.) rising stem valves and one (1) 3 inch (3 inc) Val-matic Swing Flex check valve.
- Install one (1) three inch (3 in.) mag meter with new three inch (3 in.) DIP to connect to existing piping as necessary. (Owner has the meter)
  - o Does not include replacement of existing piping except as necessary for new install.
- Install one (1) rising stem valve after flow meter (four inch (4 in.) reduce to three inch (3 in.).
- Reinstall/replace pipe insulation to restore to condition at the start of the project.
- Electrical disconnect & reconnect of new pump. No replacement of power supply/control panel components, assumes electrical like for like replacement and existing are in serviceable condition.
- Manufacturer representative to perform/oversee startup services for pump.
- 0
- Visual leak test of new piping when owner returns pump station to service.
- All management, supervision, and general conditions
- All construction & safety equipment as required to perform scope of work



### Utility Water Pump

- Below scope for 1ea non potable water pump replacement
- OJRSA to influent & effluent flow off of pump station. OJRSA isolate line prior to mobilization.
- Dismantle current equipment.
- Supply and install 1ea four inch (4 in.) in-line centrifugal pump—two hundred gallons per minute (200 gpm) at two hundred thirty-one feet total dynamic head (231 ft TDH) with a twenty-five horsepower (25 hp) drive.
- Install one (1) four inch (4 in) Val-matic Swing Flex check valve and four (4) four inch (4 in) rising stem gate valves.
- Electrical disconnect & reconnect of new pump. No replacement of power supply/control panel components, assumes electrical like for like replacement and existing are in serviceable condition.
- Manufacturer representative to perform/oversee startup services for pump.



- Visual leak test of new piping when owner returns pump station to service.
- All management, supervision, and general conditions
- All construction & safety equipment as required to perform scope of work



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· Rense existing equipment pads

- Assumes existing wastewater treatment plant components not called for replacement are in serviceable condition for reuse.
- New piping includes new hardware and gaskets.
- Pipe painting to be by others. Or added via CO if desired.

### D. Exclusions:

- · New pipe supports
- Replacement or repair of unknown damaged materials not listed above or discovered during work.
- Pipe painting.
- Engineering and/or design work
- Treatment process performance guarantees
- Existing structure condition guarantees
- Electrical, SCADA, controls and/or integration work
- Permitting and/or DHEC compliance
- Performance and Payment bond

### E. Furnished by Others:

Operation of treatment plant, flow management, bypass pumping, etc. as necessary.

I and everyone at Cove Utility sincerely thank you for giving us the opportunity to submit this proposal. We look forward to discussing this proposal with you further and answering any questions you may have.

	Signature	Name	Date	
Submitted By: X				
Jeff Caffery Cove Utility jeff@coveutility.com (864) 505-5017				
Respectfully,				



December 11, 2024 OJRSA

### Statement of Qualifications

Subject: OJRSA WWTP Automation - Cove Utility Qualifications

I and everyone at Cove Utility sincerely look forward to the opportunity to work with Oconee Joint Regional Sewer Authority on the General Water Reclamation Facility Installation project for which we have submitted a construction bid for. Below and attached you will find a brief summary of our experience, qualifications and references that I believe you will find more than adequate for this project. And while Cove Utility is a relatively young organization with primarily smaller projects on it's resume, I assure you that our employees possess ample experience with water & wastewater projects that are similar and larger/more complex in nature.

I would ask that you not let our status as a small & growing local business impact your selection, what we lack in size and geographic reach we more than make up for with personal attention, communication and hand-selected, experienced water & wastewater professionals. While in the interest of brevity we have only detailed the leaders of our organization, we do employ our own experienced field craft workers to self-perform all the work on this project. And I'm pleased to report that our leadership team and field foreman teams currently employed have on average, 15-years' experience in water & wastewater treatment plant construction specifically which I believe is something that sets us apart from our competition, small and large alike.

- List sample of some completed projects by Cove Utility
- Resume of Operations Manager, Paul Laughlin, who will serve as Superintendent on this project.
  - o Includes sampling of work experience previous to Cove Utility
- Resume of Director of Project Management, Wes Bratton, who will serve as Project Manager on this project.
  - Includes sampling of work experience previous to Cove Utility
- Resume of President, Jeff Caffery, who will serve as Project Executive on this project.
  - Includes sampling of work experience previous to Cove Utility
- Industry References
  - o Scott Barnes, Wastewater Treatment Superintendent, Easley Combined Utilities
    - (864) 442-3292 sbarnes@easleyutilities.com
  - o Kyle Lindsay, Operations Director, Oconee Joint Regional Sewer Commission
    - (864) 973-1016 kyle.lindsay@ojrsa.org
  - Dave DeSousa, Project Coordinator Water & Wastewater, SC Department of Corrections
    - (803) 995-1030 <u>desousa.david@doc.sc.gov</u>
  - Tony Reid, Project Manger Engineering, Goodwyn Mills & Cawood
    - (251) 689-3247 tony.reid@gmcnetwork.com
  - o Kevin Strickland, Water & Sewer Operator, Town of Williamston, SC
    - (864) 934-2983 kevin@williamstonsc.us

### ISO 9001:2015 CERTIFIED

ENGINEERS · PLANNERS · SCIENTISTS · CONSTRUCTION MANAGERS

106 Clair Drive • Piedmont, SC 29673 • Phone 864-269-0890

November 12, 2024

Mr. Chris Eleazer Executive Director, Oconee Joint Regional Sewer Authority 623 Return Church Road Seneca, South Carolina 29678

Re: Recommendation of Award

Early Equipment Selection and Submittals

OJRSA Coneross Creek WRF Dewatering Equipment Upgrades

Project #2023-06 Phase II – SCIIP Grant #A-23-C153 – KCI Project No. 00006285 (962308802)

Dear Mr. Eleazer:

Harper and KCI have received 11 screw press equipment proposals and 4 centrifuge equipment proposals for the dewatering equipment as part of the Coneross Creek Water Reclamation Facility Dewatering Equipment Upgrades Project. The screw presses and centrifuges had a wide range of dewatering capacities and equipment costs.

KCI, Harper, and OJRSA staff worked together to score the equipment submittals based on the rubric provided in the RFP. The scoring rubric for the dewatering equipment is attached. Based on the scores compiled, KCI recommends selection of two Schwing FSP 903 Screw Presses for the price of \$1,112,600. This price will be included in the full GMP developed by Harper as the CMAR contractor and included in the CMAR construction contract.

As part of the proposal, Harper asked the vendor to break out the cost for submittals so that submittals may be released ahead of the full GMP approval. The cost for submittals is \$99,750. This price for submittals will be paid under a stand-alone contract with Harper. This is necessary to meet the RIA project completion deadline. Upon approval of the GMP, the submittal cost will be included in CMAR contract and will be reimbursed by RIA.

In the event the GMP is not approved and the project does not move forward, it is anticipated that KCl's contract would be terminated for OJRSA's convenience. In such a termination, the following budgeted amounts would not be paid:

- \$72,800 for Construction Administration
- \$64,500 for Resident Project Representative
- \$12,900 for Project Close Out

A total of \$150,200 of budgeted local match funds would become available if the project does not move into construction.

Item 11 in the General Provisions of the engineering contract signed December 19, 2023 and amended April 4, 2024 states that: "Upon thee (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole

Mr. Chris Eleazer, Executive Director OJRSA Coneross Creek WRF Dewatering Equipment Upgrades November 12, 2024

discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination."

KCI has the opinion that this scenario effectively eliminated OJRSA's risk in executing the contract to cover submittal costs prior to obtaining an approved GMP.

KCI recommends award to Schwing in the amount of \$99,750 for submittal development. A construction contract will be awarded based on acceptance of the guaranteed maximum price (GMP).

Should you have any questions, please call.

Sincerely,

KCI Technologies, Inc.

Steven Barbian, P. E.

Project Manager

Attachments – Proposal Scoring Matrix

St & Bri

Project: Scope: Client/Engineer: Revision: OJRSA Coneross Creek WRF - Dewatering Equipment Upgrades Evaluation Criteria OJRSA/KCI Early Selection Equipment RFP

						SCREW	PRESSES						
Criteria	Score	Premier	Water/Huber	Heyw	ard/Ishigaki	Combs and A	ssociates/Charter	Clea	rwater/BDP	E	W2/Andritz	Combs and	Associates/Schwing
Criteria	Score	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	3	\$1 M	3	\$1 M	3	\$1 M	3	\$1 M	4	\$700 K	4	\$700 K
Estimated Operation and Maintenance Costs	20%	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison
Delivery Schedule	15%	4	6-8 wks and 28-34 wks	1	4-8 wks and 40-50 wks	5	2-4 wks and 28-35 wks	1	8-10 wks and 40-50 wks	5	4-6 wks and 28-34 wks	1	12-16 wks and 38-46 wks
Ease of Maintenance	5%	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison
Flexibility of Operation	5%	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit	2	will require future 3rd unit
Owner Preference	30%	3	Pilot Tested and trusted, desire to dewater full plant capacity	1	desire to dewater full plant capacity	2	desire to dewater full plant capacity	2	desire to dewater full plant capacity	2	desire to dewater full plant capacity	2	desire to dewater full plant capacity
Final Scores	100%	66%		45%		63%		51%		68%		56%	

					SCREW PRESSES -	FULL CAPACITY					
Criteria	Score	Heywa	ard/Ishigaki	Combs and	Associates/Charter	EW2	2/Andritz	Combs and As	ssociates/Schwing	Premier W	/ater/Huber 3 presses
Criteria	score	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	2.5	\$1.2 M	2.75	\$1.2 M	4	\$840,000	3	\$1.1 M	2.25	\$1.37 M
Estimated Operation and Maintenance Costs	20%	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison	4	minimal data for comparison
Delivery Schedule	15%	1	4-8 wks and 40-50 wks	5	2-4 wks and 28-35 wks	4	was quickest on smaller press	3	4 wks and 38-46 wks	4	6-8 wks and 28-34 wks
Ease of Maintenance	5%	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison	3	no data for comparison
Flexibility of Operation	5%	5	full capacity	5	full capacity	5	full capacity	5	full capacity	5	full capacity
Owner Preference	30%	3	unknown brand, vendor not confident	4	full capacity and known name	3	full capacity and known name, incomplete submittal	5	good references and submittal	4	desire to only have 2 presses
Final Scores	100%	58%		77%		74%		78%		71%	

				CENTR	<u>IFUGE</u>				
Criteria	Score	Premie	r Water/GEA	Clearwa	ater/Flottweg	Combs and As	sociates/Centrisys	EW2	2/Andritz
Criteria	Score	Rating out of 5	Comment						
Total Capital Cost	25%	5	497000	5	528000	5	477000	5	492000
Estimated Operation and Maintenance Costs	20%	2	generally higher than screw press	2	generally higher than screw press	2	generally higher than screw press	2	generally higher than screw press
Delivery Schedule	15%	4	6-8 wks and 32 wks	3	8 wks and 36-38 wks	4	6-8 wks and 30-35 wks	5	4-6 wks and 24-26 wk
Ease of Maintenance	5%	1	more difficult than screw press	1	more difficult than screw press	1	more difficult than screw press	1	more difficult than scre press
Flexibility of Operation	5%	5	full capacity						
Owner Preference	30%	0	Screw press prefered	0	Screw press prefered	0	Screw press prefered	0	Screw press prefere
									·
Final Scores	100%	51%		48%		51%		54%	

								CC	<u>ONVEYOR</u>								
		Premier Wa	ter/Huber**	Premier \	Water/Spirac	Clearwat	ter/BDP**	Combs and A	ssociates/Charter	Combs ar	nd Associates/Schwing	Hey	ward/JMS	EW2	2/Serpentix	EW2/	Andritz
Criteria	Score	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment	Rating out of 5	Comment
Total Capital Cost	25%	5	\$226 K	3	\$303 K	1	\$446 K	4	\$255 K	2	\$397 K	2	\$404 K	2.5	\$350 K	4	\$249 K
Estimated Operation and Maintenance Costs	20%																
Delivery Schedule	15%																
Ease of Maintenance	5%																
Flexibility of Operation	5%																
Owner Preference	30%	4	with vendor, provides single source for equipment	3	separate vendor	4	with vendor, provides single source for equipment	4	with vendor, provides single source for equipment	5	with vendor, provides single source for equipment	3	separate vendor	1	want screw conveyor, not belt	4	with vendor, provides single source for equipment
Final Scores	100%	49%		33%		29%		44%		40%		28%		19%		44%	
** not able to purchase conveyor wit	thout purchasing screw pre	ss															



November 11, 2024

Oconee Joint Regional Sewer Authority 623 Return Church Road #1531 Seneca, SC 29678

Attn: Chris Eleazer

# Letter of Intent and Limited Authorization to Proceed - Early Submittal Procurement for the Coneross Creek WRF Dewatering Upgrades

Project Name: OJRSA Coneross Creek WRF Dewatering Upgrades CMAR

Proposal Number: 24-595-615

Project Address: 623 Return Church Road #1531, Seneca, SC 29678

The Oconee Joint Regional Sewer Authority ("Owner") and Harper General Contractors, Inc. ("Harper") have entered into a separate written agreement for Harper's performance of certain preconstruction services in connection with the above-referenced project (the "Project"). Owner and Harper anticipate and intend that, when the design for the construction of the Project has been sufficiently completed by the design professional engaged by the Owner, the Owner and Harper will use good faith efforts to negotiate, agree upon and enter into a contract for Construction Manager at Risk (CMAR) services which include the construction of the Project by Harper as CMAR (the "Prospective CMAR Contract"). However, nothing stated herein requires the Owner or Harper to enter into the Prospective CMAR Contract with one another.

In the interim, the Owner requests that Harper provide the limited early submittal procurement services identified herein pursuant to, and in accordance with, the terms of this Letter of Intent and Limited Authorization to Proceed (the "Letter Agreement"), which shall be binding upon the Owner and Harper as further provided herein.

### A. Basis for Pricing and Payment Terms:

- Exhibits: Proposal and Bid Form from Schwing Bioset (Manufacturer)
- Payment for the submittals will be based on the negotiated value discussed by email with the manufacturer plus Harper's fee (5%).
- Payment terms are 100% (one-invoice) net 30-days from invoicing after submittals are handed over to OJRSA and its engaged design professional.

### B. Scope of Supply:

- This procurement package consists of the generation and provision of submittals for the screw presses.
- Harper will work with the selected equipment manufacturer to develop complete submittal packages for each selected piece of equipment.
- This Letter Agreement does not provide or include provisions to order any materials for fabrication and delivery it is for submittal generation only.



### C. Exclusions:

- Material/Equipment fabrication and delivery.
- Warranties.
- Permitting.
- Performance and Payment bond.

### D. Schedule:

Harper and the equipment manufacturer will provide submittals to OJRSA and its engaged design
professional, KCI, within the timeline included in the Manufacturer's RFP response (attached);
 Submittal preparation from the Manufacturer is anticipated to take 4 weeks to complete based on
the attached Manufacturer's RFP response.

### E. Additional Terms

- 1. This Letter Agreement may only be modified or amended by written agreement signed by both the Owner and Harper. In the event the Owner and Harper enter into the Prospective CMAR Contract in connection with the Project, the parties may amend, alter, incorporate in whole or in part, or otherwise modify or include any of the terms of this Letter Agreement within the Prospective CMAR Contract.
- 2. The Owner may terminate this Letter Agreement for any reason upon providing written notice to Harper at least 7 days prior to the effective date of termination. Either party may terminate this Letter Agreement due to the other party's failure to comply with a material term of this Letter Agreement by providing written notice of such termination at least 7 days prior to the effective date of termination, unless the defaulting party cures its default within such 7-day period. In the event of termination of this Letter Agreement by either party prior to the full performance of the submittal procurement services identified herein and the full payment for same, Harper shall be entitled to be paid for all services performed or provided prior to the date of termination, which payment shall not be less than the compensation due to the Manufacturer for its services performed or provided prior to the date of termination, as is consistent with the attached Manufacturer's proposal response, plus Harper's fee thereon.
- 3. The Owner and Harper waive claims against each other for consequential damages arising out of or relating to this Letter Agreement. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Letter Agreement as provided herein.
- 4. Harper shall not be responsible for any delay, damage, or failure caused by or occasioned by a Force Majeure Event; provided, however, that Harper shall give five (5) days' written notice and full particulars of the Force Majeure Event to the Owner after such occurrence of a Force Majeure Event. "Force Majeure Event" shall mean act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, or any other causes beyond the control of Harper. Delays due to any of the above causes shall not be deemed to be a breach of, or failure, to perform under this Letter Agreement. Any delay in performance by Harper pursuant to this

# HARPER | GENERAL CONTRACTORS Environmental Systems

paragraph will continue only for so long as the Force Majeure Event continues, and only to the extent that Harper is so prevented or delayed.

- 5. <u>Dispute Resolution</u> All claims, disputes, and other matters in question between Harper and Owner arising out of or related to this Letter Agreement, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining at the sole option of Harper. Harper may, at its option, join or consolidate arbitration with the Owner, Architect/Engineer, Construction Manager, and other Subcontractors, Suppliers, Manufacturers or any other party having an interest in the proceeding. Notwithstanding any other choice of law provisions, if any, the parties acknowledge that the Project affects interstate commerce and that this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The prevailing party in any dispute arising out of or relating to this Letter Agreement that is resolved by arbitration shall be entitled to recover from the other party the reasonable attorney's fees incurred by that party in connection with such arbitration.
- 6. Neither party may assign this Letter Agreement or the party's rights or obligations under this Letter Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.
- 7. This Letter Agreement will be interpreted, construed and enforced according to the laws of the State of South Carolina.
- 8. This Letter Agreement may be executed in any number of counterparts, transmitted, and stored electronically. The sum of the executed counterparts transmitted electronically between and among Harper and the Owner shall be deemed the original Letter Agreement.

TOTAL COST: \$99,750.00

Pricing will be valid for thirty (30) days from date listed on page one (1) of this proposal. The scope of supply is provided as explicitly stated and does not include additional work or supply. Proposal is provided per Harper's Standard Terms and Conditions which are found in the following pages.

I and everyone at Harper General Contractors sincerely thank you for giving us the opportunity to submit this proposal. We look forward to discussing this proposal with you further and answering any questions you may have. Please confirm your acceptance of the terms and conditions of this Letter Agreement by signing below where indicated and returning the executed copy to my attention.

Respectfully,

Justin Jones
Director of Preconstruction
Harper General Contractors
Environmental Systems Division
justinj@harpergc.com
(843) 637-7815

# HARPER | GENERAL CONTRACTORS Environmental Systems

Accepted By: X			
	Signature	Print	Date
Harper Approval: X			
	Signature	Print	Date

EXHIBIT E - Board Meeting 01/06/2025 010 OJRSA FUND								Page 1 of 5
004 REVENUE		Reve	nue Report				Oc	onee Joint Rsa
00401 REVENUE		Level 4 Summa	ry for November 202	4				Page 1 of 1
	Budget	Supplemental	Adjusted	Current Pd	Curr	Year To Date	YTD	Budget
Accounts	Appropriation	Appropriation	Budget	Revenue	Pct	Revenue	Pct	Balance
010 OJRSA FUND								
004 REVENUE								
00401 REVENUE								
01770 CONNECTION FEES	\$0.00	\$0.00	\$0.00	\$1,755.60	0	\$3,552.20	0	(\$3,552.20)
01790 UNRESTRICTED INTEREST	\$25,000.00	\$0.00	\$25,000.00	\$4,946.07	20	\$58,528.80	234	(\$33,528.80)
01820 GRANTS	\$0.00	\$0.00	\$0.00	\$201,489.94	0	\$1,304,579.59	0	(\$1,304,579.59)
01830 HAULED WASTE SVCES	\$213,308.00	\$0.00	\$213,308.00	\$16,615.00	8	\$83,947.30	39	\$129,360.70
01840 OTHER REVENUE	\$158,622.00	\$0.00	\$158,622.00	\$2,373.37	1	\$5,798.64	4	\$152,823.36
01880 CAPACITY FEES	\$0.00	\$0.00	\$0.00	\$0.00	0	(\$3,400.00)	0	\$3,400.00
01910 USER FEES	\$5,717,028.00	\$0.00	\$5,717,028.00	\$480,427.67	8	\$2,618,501.97	46	\$3,098,526.03
Total Revenue	\$6,113,958.00	\$0.00	\$6,113,958.00	\$707,607.65	12	\$4,071,508.50	67	\$2,042,449.50
00801 PRETREATMENT								
01850 INDUSTRIES	\$174,852.00	\$0.00	\$174,852.00	\$40,869.14	23	\$90,770.38	52	\$84,081.62
Total Pretreatment	\$174,852.00	\$0.00	\$174,852.00	\$40,869.14	23	\$90,770.38	52	\$84,081.62
01101 IMPACT FEES								
01780 RESTRICTED INTEREST	\$100,000.00	\$0.00	\$100,000.00	\$7,033.18	7	\$107,721.92	108	(\$7,721.92)
01880 CAPACITY FEES	\$1,000,000.00	\$0.00	\$1,000,000.00	\$26,700.00	3	\$288,300.00	29	\$711,700.00
01930 UNUSED CAPACITY FEES	\$150,000.00	\$0.00	\$150,000.00	\$28,740.75	19	\$58,800.22	39	\$91,199.78
Total Impact Fees	\$1,250,000.00	\$0.00	\$1,250,000.00	\$62,473.93	5	\$454,822.14	36	\$795,177.86
01201 CONTRACT OPERATIONS								
01900 INTERGOV. REIMBURSEMENT	\$44,072.00	\$0.00	\$44,072.00	\$0.00	0	\$25,147.20	57	\$18,924.80
<b>Total Contract Operations</b>	\$44,072.00	\$0.00	\$44,072.00	\$0.00	0	\$25,147.20	57	\$18,924.80
01301 RETAIL SERVICES								
01780 RESTRICTED INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	0	\$5,924.97	0	(\$5,924.97)
01821 GRANTS - SEWER SOUTH	\$0.00	\$0.00	\$0.00	\$0.00	0	\$2,411,022.50	0	(\$2,411,022.50)
01900 INTERGOV. REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	0	\$66,693.24	0	(\$66,693.24)
Total Retail Services	\$0.00	\$0.00	\$0.00	\$0.00	0	\$2,483,640.71	0	(\$2,483,640.71)
Total REVENUE	\$7,582,882.00	\$0.00	\$7,582,882.00	\$810,950.72	11	\$7,125,888.93	94	\$456,993.07
Total OJRSA FUND	\$7,582,882.00	\$0.00	\$7,582,882.00	\$810,950.72	11	\$7,125,888.93	94	\$456,993.07

\$456,993.07

94

\$7,125,888.93

Revenue Report Page 1 of 1 1/3/2025

\$7,582,882.00

\$810,950.72

11

\$0.00

\$7,582,882.00

**TOTAL ALL FUNDS** 

Page 2 of 5

**Expenditure Report** 

005 EXPENSES 00501 ADMINISTRATION

### Level 4 Summary for November 2024

Oconee Joint Rsa Page 1 of 4

		Level 4 Summa	ary for November 2	2024				Page	1 01 4
	Budget	Supplemental	Current Pd	Curr	Year To Date	YTD	Encumbered	Unencumbered	Une
Accounts	Appropriation	Appropriation	Expenditures	Pct	Expenditures	Pct	Balance	Balance	Pct
010 OJRSA FUND									
005 EXPENSES									
00501 ADMINISTRATION									
01140 100% DEPRECIATION EXPENSE	\$1,222,487.00	\$0.00	\$101,873.92	8	\$509,369.60	42	\$0.00	\$713,117.40	58
01300 PAYROLL: SALARIES	\$1,154,105.00	\$0.00	\$84,083.24	7	\$480,717.29	42	\$0.00	\$673,387.71	58
01310 OVERTIME	\$41,194.00	\$0.00	\$2,651.42	6	\$15,474.01	38	\$0.00	\$25,719.99	62
01350 PAYROLL: FICA/MEDICARE WH	\$97,367.00	\$0.00	\$6,889.09	7	\$39,335.53	40	\$0.00	\$58,031.47	60
01380 PAYROLL: RETIREMENT	\$221,848.00	\$0.00	\$20,928.74	9	\$89,783.61	40	\$0.00	\$132,064.39	60
02200 COMMISSIONER EXPENSES	\$13,680.00	\$0.00	\$900.00	7	\$4,680.00	34	\$0.00	\$9,000.00	66
02220 GROUP INSURANCE	\$215,280.00	\$0.00	\$19,840.00	9	\$76,943.36	36	\$0.00	\$138,336.64	64
02240 WORKERS' COMPENSATION	\$20,791.00	\$0.00	\$10,922.00	53	\$10,922.00	53	\$0.00	\$9,869.00	47
02250 INSURANCE-PROPERTY/GENERAL	\$81,363.00	\$0.00	\$0.00	0	\$291.74	0	\$0.00	\$81,071.26	100
02260 EMPLOYEE WELLNESS	\$2,600.00	\$0.00	\$3,445.00	133	\$4,835.98	186	\$0.00	(\$2,235.98)	(86)
02270 UNIFORMS	\$31,475.00	\$0.00	\$1,794.89	6	\$8,821.68	28	\$0.00	\$22,653.32	72
02280 TRAVEL & POV MILEAGE	\$8,650.00	\$0.00	\$0.00	0	\$210.00	2	\$0.00	\$8,440.00	98
02290 AGENCY MEMBERSHIPS	\$11,715.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$11,715.00	100
02300 LICENSES/CERTIFS/MEMBERSHIPS	\$4,563.00	\$0.00	\$0.00	0	\$1,011.00	22	\$0.00	\$3,552.00	78
02310 SEMINARS/WKSHOPS & TRAINING	\$42,020.00	\$0.00	\$4,719.72	11	\$11,558.48	28	\$0.00	\$30,461.52	72
02320 EVENTS & MEETING EXPENSES	\$4,300.00	\$0.00	\$1,030.45	24	\$1,623.19	38	\$0.00	\$2,676.81	62
02340 PUBLIC RELATIONS & ADVERTISING	\$16,250.00	\$0.00	\$817.00	5	\$4,042.53	25	\$0.00	\$12,207.47	75
02360 MAILING/SHIPPING	\$750.00	\$0.00	\$337.92	45	\$337.92	45	\$0.00	\$412.08	55
02370 SAFETY EQUIPMENT	\$33,050.00	\$0.00	\$3,092.50	9	\$27,698.74	84	\$0.00	\$5,351.26	16
02380 OFFICE SUPPLIES	\$79,822.00	\$0.00	\$13,108.04	16	\$25,006.37	31	\$0.00	\$54,815.63	69
02410 TECHNOLOGY: PHONES/INTERNET/TV	\$14,436.00	\$0.00	\$1,445.63	10	\$7,291.99	51	\$0.00	\$7,144.01	49
02420 ADMINISTRATION SERVICES	\$237,823.00	\$0.00	\$48,647.14	20	\$154,344.97	65	\$0.00	\$83,478.03	35
02440 O&M CONTINGENCY	\$150,000.00	\$0.00	\$16.26	0	\$16.26	0	\$0.00	\$149,983.74	100
02520 FUEL: VEHICLES & EQUIPMENT	\$37,250.00	\$0.00	\$3,830.52	10	\$15,184.32	41	\$0.00	\$22,065.68	59
02530 R&M: VEHICLES/TRAILERS/EQUIP	\$38,500.00	\$0.00	\$2,568.64	7	\$21,559.69	56	\$215.41	\$16,724.90	43
02560 FEES & PENALTIES	\$4,487.00	\$0.00	\$104.00	2	\$750.00	17	\$0.00	\$3,737.00	83
Total Administration	\$3,785,806.00	\$0.00	\$333,046.12	9	\$1,511,810.26	40	\$215.41	\$2,273,780.33	60
00601 CONVEYANCE SYSTEM									
02400 SUPPLIES/TOOLS	\$15,000.00	\$0.00	\$1,142.65	8	\$8,705.78	58	\$1,011.26	\$5,282.96	35
02401 MAINTENANCE TOOLS & SUPPLIES	\$13,000.00	\$0.00	\$688.45	5	\$7,834.82	60	\$103.78	\$5,061.40	39
02411 TECHNOLOGY: SCADA	\$22,100.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$22,100.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$476,110.00	\$0.00	\$8,602.50	2	\$27,250.45	6	\$0.00	\$448,859.55	94
02450 CHEMICALS: SODIUM HYPOCHLORITE	\$35,834.00	\$0.00	\$3,324.16	9	\$10,078.48	28	\$0.00	\$25,755.52	72
02455 CHEMICALS: HERBICIDE/PESTICIDE	\$1,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,500.00	100
02490 ELECTRICITY	\$266,700.00	\$0.00	\$19,891.76	7	\$95,107.55	36	\$0.00	\$171,592.45	64
02500 WATER	\$8,950.00	\$0.00	\$824.58	9	\$3,936.03	44	\$0.00	\$5,013.97	56
02521 FUEL: GENERATORS	\$6,800.00	\$0.00	\$0.00	0	\$5,843.20	86	\$0.00	\$956.80	14
02540 EQUIPMENT RENTALS	\$12,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,000.00	100
02550 BUILDINGS & GROUNDS	\$5,500.00	\$0.00	\$302.07	5	\$551.75	10	\$61.69	\$4,886.56	89
52500 BOILDINGS & ONCONDO	+-,000.00	Ψ0.00	4002.01	ū	<b>400</b> 0	. •	Ψ000	÷ .,555.50	

**005 EXPENSES** 

00601 CONVEYANCE SYSTEM

EXHIBIT E - Board Meeting 01/06/2025 010 OJRSA FUND

### **Oconee Joint Rsa Expenditure Report**

**Level 4 Summary for November 2024** 

	Budget	Supplemental	Current Pd	Curr	Year To Date	YTD	Encumbered	Unencumbered	Une
Accounts	Appropriation	Appropriation	Expenditures	Pct	Expenditures	Pct	Balance	Balance	Pct
02590 ROLLING STOCK & EQUIPMENT	\$275,080.00	\$0.00	\$0.00	0	\$265,493.50	97	\$0.00	\$9,586.50	3
04000 FLOW MONITOR STAS	\$16,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$16,500.00	100
04010 FLOW MONITOR STAS: COL'S FORK	\$0.00	\$0.00	\$0.00	0	\$13.03	0	\$0.00	(\$13.03)	0
05000 PUMP STATIONS	\$228,450.00	\$0.00	\$1,620.36	1	\$7,030.08	3	\$0.00	\$221,419.92	97
05010 PUMP STATIONS: CANE PS	\$0.00	\$0.00	\$145.00	0	\$145.00	0	\$0.00	(\$145.00)	0
05020 PUMP STATIONS: CHOESTOEA PS	\$0.00	\$0.00	\$0.00	0	\$10,465.84	0	\$0.00	(\$10,465.84)	0
05030 PUMP STATIONS: CONEROSS PS	\$0.00	\$0.00	\$52.96	0	\$52.96	0	\$0.00	(\$52.96)	0
05040 PUMP STATIONS: CRYOVAC PS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05050 PUMP STATIONS: DAVIS CRK 1 PS	\$0.00	\$0.00	\$1,350.00	0	\$1,355.54	0	\$146.43	(\$1,501.97)	0
05060 PUMP STATIONS: DAVIS CRK 2 PS	\$0.00	\$0.00	\$6,183.79	0	\$6,609.75	0	\$0.00	(\$6,609.75)	0
05080 PUMP STATIONS: HALFWAY BR PS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05090 PUMP STATIONS: ISS PS	\$0.00	\$0.00	\$0.00	0	\$20.17	0	\$0.00	(\$20.17)	0
05100 PUMP STATIONS: MARTIN CREEK PS	\$0.00	\$0.00	\$0.00	0	\$35,488.39	0	\$0.00	(\$35,488.39)	0
05110 PUMP STATIONS: MILLBROOK PS	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0
05120 PUMP STATIONS: PELHAM CREEK PS	\$0.00	\$0.00	\$16.51	0	\$16.51	0	\$0.00	(\$16.51)	0
05130 PUMP STATIONS: PERKINS PS	\$0.00	\$0.00	\$4,914.21	0	\$5,014.73	0	\$150.85	(\$5,165.58)	0
05140 PUMP STATIONS: SENECA PS	\$0.00	\$0.00	\$886.68	0	\$1,041.33	0	\$0.00	(\$1,041.33)	0
05160 PUMP STATIONS: WEXFORD PS	\$0.00	\$0.00	\$0.00	0	\$5,701.93	0	\$0.00	(\$5,701.93)	0
05210 DUCK POND ROAD PS	\$0.00	\$0.00	\$49.78	0	\$1,770.66	0	\$0.00	(\$1,770.66)	0
05230 GRAVITY SEWER & FORCE MAINS	\$130,000.00	\$0.00	\$15,365.90	12	\$60,368.46	46	\$83.52	\$69,548.02	53
Total Conveyance System	\$1,513,524.00	\$0.00	\$65,361.36	4	\$559,895.94	37	\$1,557.53	\$952,070.53	63
00701 WRF OPERATIONS									
02400 SUPPLIES/TOOLS	\$12,000.00	\$0.00	\$355.43	3	\$4,222.34	35	\$55.06	\$7,722.60	64
02411 TECHNOLOGY: SCADA	\$12,500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$12,500.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$18,102.00	\$0.00	\$0.00	0	\$31,820.00	176	\$0.00	(\$13,718.00)	(76)
02451 CHEMICALS: CHLORINE	\$60,242.00	\$0.00	\$0.00	0	\$19,835.47	33	\$9,913.76	\$30,492.77	51
02452 CHEMICALS: POLYMER	\$66,450.00	\$0.00	\$3,029.40	5	\$24,051.18	36	\$0.00	\$42,398.82	64
02454 CHEMICALS: SODIUM BISULFITE	\$21,474.00	\$0.00	\$5,691.80	27	\$5,691.80	27	\$0.00	\$15,782.20	73
02457 CHEMICALS: OTHER	\$6,000.00	\$0.00	\$0.00	0	\$1,380.12	23	\$0.00	\$4,619.88	77
02470 GARBAGE	\$2,067.00	\$0.00	\$27.75	1	\$138.75	7	\$0.00	\$1,928.25	93
02480 NATURAL GAS	\$1,855.00	\$0.00	\$117.95	6	\$338.00	18	\$0.00	\$1,517.00	82
02490 ELECTRICITY	\$336,000.00	\$0.00	\$25,364.67	8	\$126,890.27	38	\$0.00	\$209,109.73	62
02500 WATER	\$3,710.00	\$0.00	\$1,666.46	45	\$9,249.86	249	\$0.00	(\$5,539.86)	(149)
02510 SLUDGE DISPOSAL	\$319,289.00	\$0.00	\$9,009.15	3	\$47,082.35	15	\$0.00	\$272,206.65	85
02521 FUEL: GENERATORS	\$4,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,000.00	100
02540 EQUIPMENT RENTALS	\$5,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00	100
02550 BUILDINGS & GROUNDS	\$83,400.00	\$0.00	\$1,331.89	2	\$8,137.67	10	\$240.50	\$75,021.83	90
03000 WATER RECLAMATION FACILITY	\$619,450.00	\$0.00	\$139.78	0	\$24,398.61	4	\$0.00	\$595,051.39	96
Total Wrf Operations	\$1,571,539.00	\$0.00	\$46,734.28	3	\$303,236.42	19	\$10,209.32	\$1,258,093.26	80
00801 PRETREATMENT									
01300 PAYROLL: SALARIES	\$77,472.00	\$0.00	\$6,115.38	8	\$32,683.47	42	\$0.00	\$44,788.53	58
01380 PAYROLL: RETIREMENT	\$14,379.00	\$0.00	\$1,078.47	8	\$5,999.70	42	\$0.00	\$8,379.30	58

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EXHIBIT E - Board Meeting 01/06/2025 010 OJRSA FUND 005 EXPENSES 00801 PRETREATMENT

### Oconee Joint Rsa Expenditure Report

Level 4 Summary for November 2024

	Budget	Supplemental	Current Pd	Curr	Year To Date	YTD	Encumbered	Unencumbered	Une
Accounts	Appropriation	Appropriation	Expenditures	Pct	Expenditures	Pct	Balance	Balance	Pct
02220 GROUP INSURANCE	\$7,522.00	\$0.00	\$629.86	8	\$2,519.44	33	\$0.00	\$5,002.56	67
02300 LICENSES/CERTIFS/MEMBERSHIPS	\$425.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$425.00	100
02310 SEMINARS/WKSHOPS & TRAINING	\$2,975.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,975.00	100
02380 OFFICE SUPPLIES	\$3,700.00	\$0.00	\$3,796.11	103	\$4,036.80	109	\$0.00	(\$336.80)	(9)
02410 TECHNOLOGY: PHONES/INTERNET/TV	\$748.00	\$0.00	\$53.55	7	\$321.13	43	\$0.00	\$426.87	57
02430 SERVICES: PROFESSIONAL/CONSULT	\$38,489.00	\$0.00	\$1,479.00	4	\$11,993.72	31	\$0.00	\$26,495.28	69
Total Pretreatment	\$145,710.00	\$0.00	\$13,152.37	9	\$57,554.26	39	\$0.00	\$88,155.74	61
00901 LABORATORY									
02400 SUPPLIES/TOOLS	\$6,000.00	\$0.00	\$2,030.70	34	\$2,787.11	46	\$0.00	\$3,212.89	54
02430 SERVICES: PROFESSIONAL/CONSULT	\$73,377.00	\$0.00	\$4,392.75	6	\$12,433.35	17	\$0.00	\$60,943.65	83
02456 CHEMICALS: LABORATORY	\$5,000.00	\$0.00	\$375.71	8	\$1,582.05	32	\$0.00	\$3,417.95	68
Total Laboratory	\$84,377.00	\$0.00	\$6,799.16	8	\$16,802.51	20	\$0.00	\$67,574.49	80
01201 CONTRACT OPERATIONS									
02411 TECHNOLOGY: SCADA	\$625.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$625.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$20,610.00	\$0.00	\$0.00	0	\$485.00	2	\$0.00	\$20,125.00	98
02500 WATER	\$1,365.00	\$0.00	\$73.86	5	\$226.06	17	\$0.00	\$1,138.94	83
02521 FUEL: GENERATORS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
02550 BUILDINGS & GROUNDS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
05170 PUMP STATIONS: GCCP-PS	\$10,500.00	\$0.00	\$0.00	0	\$1,475.75	14	\$0.00	\$9,024.25	86
Total Contract Operations	\$34,100.00	\$0.00	\$73.86	0	\$2,186.81	6	\$0.00	\$31,913.19	94
01301 RETAIL SERVICES									
02400 SUPPLIES/TOOLS	\$500.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00	100
02411 TECHNOLOGY: SCADA	\$1,250.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,250.00	100
02430 SERVICES: PROFESSIONAL/CONSULT	\$7,406.00	\$0.00	\$345.00	5	\$345.00	5	\$0.00	\$7,061.00	95
02490 ELECTRICITY	\$2,100.00	\$0.00	\$649.24	31	\$4,084.44	194	\$0.00	(\$1,984.44)	(94)
02500 WATER	\$1,050.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,050.00	100
05180 PUMP STATIONS: WELCOME CTR	\$725.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$725.00	100
05190 PUMP STATIONS: BROOMWAY LN	\$0.00	\$0.00	\$860.66	0	\$860.66	0	\$0.00	(\$860.66)	0
Total Retail Services	\$13,031.00	\$0.00	\$1,854.90	14	\$5,290.10	41	\$0.00	\$7,740.90	59
01401 CAPITAL PROJECTS									
06050 SEWER SOUTH PHASE II	\$3,700,000.00	\$0.00	\$0.00	0	\$1,696,908.87	46	\$0.00	\$2,003,091.13	54
06060 CONVEYANCE SYSTEM	\$140,000.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$140,000.00	100
Total Capital Projects	\$3,840,000.00	\$0.00	\$0.00	0	\$1,696,908.87	44	\$0.00	\$2,143,091.13	56
01501 CONTINGENCY FUND									
09005 FLAT ROCK PS UPGRADE	\$0.00	\$0.00	\$0.00	0	\$596,905.76	0	\$0.00	(\$596,905.76)	0
09007 CENTRAL OCONEE SWR MASTER PLAI	\$0.00	\$0.00	(\$50,000.00)	0	\$6,580.00	0	\$0.00	(\$6,580.00)	0
09009 COLLECTION SYSTEM REHAB	\$0.00	\$0.00	\$5,993.20	0	\$32,953.34	0	\$0.00	(\$32,953.34)	0
09010 REG SEWER FEASIBILITY STUDY	\$0.00	\$0.00	\$0.00	0	\$26,542.50	0	\$0.00	(\$26,542.50)	0
09011 DEWATERING EQUIP REPLACEMENT	\$0.00	\$0.00	\$0.00	0	\$41,266.00	0	\$0.00	(\$41,266.00)	0
09012 MARTIN CRK & WESTMINSTER CCTV	\$0.00	\$0.00	\$8,507.32	0	\$211,994.90	0	\$0.00	(\$211,994.90)	0
09013 MARTIN/PERKINS CRK FLOW STUDY	\$0.00	\$0.00	\$1,332.00	0	\$1,332.00	0	\$0.00	(\$1,332.00)	0
1/2/2025	*****	*****	, .,···	-	,	-		aditura Danart Daga	

1/3/2025

005 EXPENSES 01501 CONTINGENCY FUND Oconee Joint Rsa Expenditure Report

Level 4 Summary for November 2024

	Budget	Supplemental	Current Pd	Curr	Year To Date	YTD	Encumbered	Unencumbered	Une	
Accounts	Appropriation	Appropriation	Expenditures	Pct	Expenditures	Pct	Balance	Balance	Pct	
Total Contingency Fund	\$0.00	\$0.00	(\$34,167.48)	0	\$917,574.50	0	\$0.00	(\$917,574.50)	0	
Total EXPENSES	\$10,988,087.00	\$0.00	\$432,854.57	4	\$5,071,259.67	46	\$11,982.26	\$5,904,845.07	54	
Total OJRSA FUND	\$10,988,087.00	\$0.00	\$432,854.57	4	\$5,071,259.67	46	\$11,982.26	\$5,904,845.07	54	
TOTAL ALL FUNDS	\$10,988,087.00	\$0.00	\$432,854.57	4	\$5,071,259.67	46	\$11,982.26	\$5,904,845.07	54	

# Bid Tabulation

The BUILDING ENVELOPE ENCLOSURE

Chlorine Building (Roof Area A) and Operations and Administration Building Roofs and Exterior Walls December 17, 2024 / 2 PM

					,
Bid Submitted By:	Bid Submitted By: CE Bourne and Company, Inc.	ic.	Unit Price Items	ADD	DEDUCT
Base Bid:	\$56,950.00	2 Addenda Received Y	1. Masonry Repointing	\$15.00	\$0.00
ALT I:	\$53,195.00		2. Metal Deck Repair	\$5.00	\$0.00
			3. Metal Deck Replacement	\$12.50	\$0.00
			4.2 x 4	\$5.00	\$0.00
			5. 2 x 6	\$5.00	\$0.00
			6. TP Membrane Repairs	\$5.00	\$0.00
			7. TP Flashing Repairs	\$5.00	\$0.00
			8. Brick Replacement	\$8.00	\$0.00
Bid Submitted By:	Bid Submitted By: JA Piper Roofing Company		Unit Price Items	ADD	DEDUCT
Base Bid:	\$99,822.00	2 Addenda Received Y	I. Masonry Repointing	\$117.00	\$0.00
ALT I:	\$94,725.00		2. Metal Deck Repair	\$9.00	\$0.00
			3. Metal Deck Replacement	\$17.50	\$0.00
			4. 2 x 4	\$3.50	\$0.00
			5. 2 x 6	\$4.50	\$0.00
			6. TP Membrane Repairs	\$15.00	\$0.00
			7. TP Flashing Repairs	\$20.00	\$0.00
			8. Brick Replacement	\$274.00	\$0.00
Bid Submitted By:	Bid Submitted By: Lloyd Roofing Company, Inc.		Unit Price Items	ADD	DEDUCT
Base Bid:	\$84,439.00	2 Addenda Received Y	I. Masonry Repointing	\$25.00	\$0.00
ALT I:	\$86,701.00		2. Metal Deck Repair	\$6.00	\$0.00
			3. Metal Deck Replacement	\$39.00	\$0.00
			4. 2 x 4	\$3.00	\$0.00
			5. 2 x 6	\$4.00	\$0.00
			6. TP Membrane Repairs	\$8.00	\$0.00
			7. TP Flashing Repairs	\$15.00	\$0.00
			8. Brick Replacement	\$75.00	\$0.00
					9

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### OJRSA STANDARD SERVICES AGREEMENT

**THIS AGREEMENT** ("Agreement") is dated as of the <u>7th</u> day of <u>January</u> in the year <u>2025</u> by and between OCONEE JOINT REGIONAL SEWER AUTHORITY, a political subdivision located at 623 Return Church Road, Seneca, South Carolina 29678 (hereinafter "OJRSA") and <u>CE Bourne and Company. Inc.</u>, a corporation, having a place of business at <u>140 Industrial Drive</u>, <u>Greenwood</u>, <u>South Carolina 29649</u> (hereinafter called "SUPPLIER").

OJRSA and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - Documents Comprising Agreement**

- 1.1 This Agreement which comprises the entire agreement between OJRSA and SUPPLIER, includes the following attached hereto and incorporated herein by reference:
- 1.1.1 OJRSA Request for Bids dated November 15, 2024
- 1.1.2 Exhibit A Definitions
- 1.1.3 Exhibit B Statement of Work
- 1.1.4 Any Amendments or Change Orders to this Agreement
- 1.1.5 Addendum Number 1, dated December 4, 2024 and Addendum Number 2, dated December 12, 2024

This Agreement may not be modified by any proposal, bid, estimate, e-mail, text message, conversation, submittal, or other form of verbal or written communication before the date this Agreement is fully executed.

1.2 All materials, equipment and services that may reasonably be inferred from this Agreement as being required to produce the intended result will be supplied whether or not specifically referenced in the Agreement.

### **ARTICLE 2 - Goods and Services**

- 2.1 SUPPLIER shall furnish the Goods and Services pursuant to the terms and conditions of this Agreement. The Goods and Services to be furnished are more particularly set forth in the Statement of Work
- 2.2 In providing the Goods and Services, other than as specified in this Agreement, SUPPLIER agrees to provide at its own expense all labor, equipment, tools, materials and other items and resources necessary to perform this Agreement.

### **ARTICLE 3 – Contract Price**

3.1 OJRSA shall pay SUPPLIER for furnishing the Goods and Services and for performing other services in accordance with this Agreement. The Contract Price and the terms of payment of the Contract Price shall be as provided in the Statement of Work. The Contract Price does not include sales, consumer, use and other similar taxes, required by law to be paid in respect of the production and delivery of the Goods and the furnishing of Services. OJSRA shall be responsible for the payment of such taxes, and SUPPLIER shall include such taxes in its invoices to OJRSA.

Contract Amount: One Hundred Ten Thousand One Hundred Forty-Five Dollars and Zero Cents (\$110,145.00). This Contract is for the Base Bid and Alternate Number 1 work. See the Unit Prices Attachment.

### **ARTICLE 4 – Insurance**

4.1 The SUPPLIER, at its own expense, shall purchase and maintain in full force and effect, such insurance on an occurrence form (unless otherwise noted below) with a company or companies lawfully authorized to do business in the jurisdiction in which the project/work is located. Such policies shall protect OJRSA from claims, which may arise out of or result from the SUPPLIER'S (or anyone directly or indirectly employed by SUPPLIER) operations performed under the Agreement. SUPPLIER shall be required to provide insured endorsements, evidencing the following coverage:

### **Commercial General Liability (CGL):**

Limits:

\$1,000,000 each occurrence

### \$1,000,000 personal injury/advertising injury limit

### Coverage:

Insurance coverage should be in force and maintained on a coverage form no less restrictive than the latest edition of the Commercial General Liability policy via ISO CG 00 01

### Requirements:

- 1. Products/Completed Operations Liability shall be maintained in full force and effect for a period of three (3) years following the final completion of the work.
- 2. OJRSA be named as additional insured including coverage for products/completed operations (or blanket additional insured as required by written contract) via ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage to OJRSA.
- 3. Waiver of Subrogation with respect to General Liability
- 4. Certificate to reference specific project
- 5. Per project coverage

### Worker's Compensation and Employer's Liability Coverage:

### Limits:

Coverage A (Workers Compensation) – statutory

Coverage B (Employer's Liability) - \$500,000 per accident or disease (or sufficient to meet Umbrella requirements.)

### Coverage:

If applicable, statutory coverage for United States Longshoreman and Harbor Workers, and the Jones Act

### Requirements:

Waiver of subrogation with respect to Worker's Compensation

### **Comprehensive Automobile Liability:**

### Limits:

\$1,000,000 Combined Single Limit (CSL) for Bodily Injury and Property Damage.

### Coverage:

Coverage to include owned, non-owned and hired vehicles, including the loading and unloading thereof.

### Requirements:

Waiver of subrogation with respect to Auto Liability. OJRSA to be named as additional insured. In the event the SUPPLIER does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed onto the subcontractor's personal auto policy or the CGL coverage.

### **Excess Liability Umbrella Coverage**

The umbrella policies shall contain a minimum \$5,000,000 per occurrence and \$5,000,000 aggregate limit with coverage at least as broad as primary underlying insurance, covering all work performed by SUPPLIER under this contract. Coverage will follow form with underlying requirements for waiver of subrogation, additional insured requirements, and primary non-contributory language.

4.2 Prior to commencement of performance of this Agreement, the SUPPLIER shall furnish OJRSA with Certificates of Insurance for all insurance required hereunder and, for coverages where OJRSA is required to be named as an Additional Insured hereunder, SUPPLIER shall furnish copies of all Additional Insured endorsements in addition to Certificates of Insurance.

### **ARTICLE 5 - SUPPLIER's Responsibilities**

- 5.1 In addition to such other obligations under this Agreement, SUPPLIER shall competently and efficiently supervise and direct installation of the Goods and furnishing of Services and coordinate all operations required to deliver the Goods and furnish Services. Except as specifically provided in this Agreement with respect to Services or otherwise, SUPPLIER shall not be authorized to perform any work or services at the site.
- 5.2 <u>Infringement Claims</u>. SUPPLIER shall defend and fully indemnify and hold harmless OJRSA, its affiliates and their officers, directors, and employees (all referred to in this Section as "OJRSA") from and against any losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right or other intellectual property right, and (2)

- related by circumstances to the use of the Goods or the performance of the Services (an "Infringement Claim"). SUPPLIER's duty to defend and indemnify shall not apply if the Infringement Claim arises solely from SUPPLIER's adherence to OJRSA's written instructions regarding the Services or Goods required to be provided by SUPPLIER.
- If submission of Drawings is required by the Statement of Work, SUPPLIER shall submit to OJRSA's 5.6 Representative in accordance with the accepted schedule for submission of Drawings and Contract Time requirements a copy (unless otherwise specified) of all Drawings which will have been checked by SUPPLIER and have a specific notation or indication of approval of SUPPLIER. OJRSA's Representative will review and approve with reasonable promptness Drawings, but OJRSA's Representative's review and approval will be only for conformance with the design concept of the Goods and Services and for compliance with the information given in this Agreement. believes that any correction in the Drawings is necessary or required, OJRSA shall notify SUPPLIER within five (5) business days of receipt of the Drawings. If SUPPLIER agrees with OJRSA's correction, SUPPLIER shall make the correction required by OJRSA's Representative and shall return a copy of the corrected Drawings to OJRSA. If SUPPLIER does not agree with such requested correction, then SUPPLIER shall notify OJRSA's Representative within three (3) business days and OJRSA's Representative and SUPPLIER shall discuss in good faith whether any such correction is necessary. If any agreed upon correction results in an increase in the Contract Price, OJRSA and SUPPLIER shall execute a Change Order.
- 5.7 SUPPLIER shall, at its own expense, be solely responsible for protecting its employees, subcontractors, material suppliers and all other persons from risk of death, injury or bodily harm arising from, or in any way related to, the work of this Agreement, and ensuring full compliance with all government safety and OSHA rules and regulations. SUPPLIER shall have an ongoing safety program and conduct inspections to ensure that safe working conditions and equipment exist and safe practices are observed. SUPPLIER shall have a competent person on the jobsite at all times in charge of SUPPLIER'S safety program. Under no circumstances shall the actions of OJRSA in requiring implementation of a safety program be construed as OJRSA having control over SUPPLIER'S safety program. SUPPLIER shall be solely responsible for the content and implementation of its safety program which shall meet or exceed applicable legal standards. SUPPLIER shall immediately notify OJRSA's supervisors of any unsafe conditions or practices observed and promptly send OJRSA a written notice if the condition or practice is not immediately remedied. Further, SUPPLIER shall immediately notify OJRSA in writing of any accidents or injuries on the jobsite.

SUPPLIER shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to federal and state OSHA regulations. In addition to its obligations under the Indemnification section of this Agreement, SUPPLIER agrees to indemnify, defend, and hold harmless OJRSA from and against all claims, fines, penalties, damages, or expenses including attorney's fees, lawsuits, actions, causes of action, citations or work stoppages, or other litigation of every kind which arise out of or are due to any action or omission on the part of SUPPLIER, its agents, employees, or suppliers. OJRSA may deduct from any payment due to SUPPLIER amounts required to hold Contractor harmless against such claims, fines, and penalties.

5.8 SUPPLIER agrees to comply, at its own expense, with all federal, state and local laws and regulations applicable to the work covered by this Agreement and agrees to save and hold OJRSA harmless from any and all liability and damages, fines, taxes, costs and attorneys' fees incurred by OJRSA on account of SUPPLIER'S failure to comply with all laws and governmental regulations applicable to the Work of this Agreement.

### ARTICLE 6 – OJRSA's Responsibilities

- 6.1 OJRSA shall issue all communications to SUPPLIER through OJRSA's Representative.
- 6.2 OJRSA shall furnish any data required by SUPPLIER under this Agreement promptly and shall make payments to SUPPLIER when due in accordance with this Agreement.
- 6.3 OJRSA shall comply with all other obligations imposed on it under this Agreement.

### **ARTICLE 7 – DISPUTES**

OJRSA and SUPPLIER agree to work together in good faith to resolve any dispute or alleged breach of this Agreement by referral of such dispute or breach in writing to OJRSA's Representative and SUPPLIER's Representative prior to resorting to litigation. OJRSA and SUPPLIER each agree to allow thirty (30) days

after referral for the resolution of such dispute or breach.

### **ARTICLE 8 - Changes in the Goods or Services**

- OJRSA may, at any time or from time to time, order additions, deletions or revisions in the Goods or furnishing of Services, which changes may be authorized by Change Orders. Upon receipt of a Change Order, if SUPPLIER agrees in writing (including any necessary change to Contract Price), SUPPLIER shall sign a Change Order and shall proceed on the basis of the change involved.
- 8.2 In the event OJRSA and SUPPLIER are unable to agree upon a change to the Contract Price associated with OJRSA's order of a change to the scope of furnished Goods or Services hereunder, OJRSA may, at its option and in the absence of an agreement between OJRSA and SUPPLIER on the terms of a Change Order, direct SUPPLIER to proceed with the added scope of work for a reasonable increase or decrease in the Contract Price. SUPPLIER shall keep and present an itemized accounting together with appropriate supporting data all costs of labor, materials, supplies, equipment, and supervision directly attributable to the change.
- 8.3 OJRSA's Representative may authorize minor changes in the Goods or Services not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of this Agreement. These minor changes may be accomplished by a OJRSA's Representative's Change Order and will be binding on OJRSA, and also on SUPPLIER who shall perform the change promptly. If SUPPLIER believes that the minor change described in a OJRSA's Representative's Change Order justifies an increase in the Contract Price or Contract Time, SUPPLIER may make a claim therefor as provided in Article 9 or Article 10.

### **ARTICLE 9- Change of Contract Price**

- 9.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to SUPPLIER for furnishing the Goods and Services. All duties, responsibilities and obligations assigned to or undertaken by SUPPLIER shall be at its expense without change in the Contract Price.
- 9.2 The Contract Price may only be changed by Change Order or Amendment. Any claim for an increase in the Contract Price shall be based on written notice delivered to OJRSA and OJRSA's Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days after such notice is delivered to OJRSA unless OJRSA allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by OJRSA and SUPPLIER. Any change in the Contract Price resulting from any such claim shall be incorporated in an Amendment.

### **ARTICLE 10 - Change of Contract Time**

- 10.1 The Contract Time may only be changed by Amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to OJRSA and OJRSA's Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within ten (10) days after such notice is delivered to OJRSA unless OJRSA's Representative allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OJRSA's Representative if OJRSA and SUPPLIER cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in an Amendment.
- 10.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of SUPPLIER if a claim is made therefor as provided in Section 10.1. Such delays shall include, but not be limited to, delays caused by OJRSA, fires, flood, OJRSA's labor disputes, epidemics, abnormal weather conditions, laws and regulations enacted or effective after the Effective Date of this Agreement or acts of God.

### ARTICLE 11 - Warranty; Tests and Inspections, Correction, Removal or Acceptance

- 11.1 SUPPLIER expressly warrants to OJRSA that all Goods will (i) conform to any and all Drawings and the Statement of Work; and (ii) otherwise be in accordance with this Agreement; and (iii) be free from defects in materials and workmanship. SUPPLIER expressly warrants to OJRSA that all Services will (i) be performed in a good and workmanlike manner; and (ii) be in accordance with this Agreement. OJRSA will give SUPPLIER prompt notice of all observed non-conformities with the foregoing warranties.
- 11.2 Consistent with this Agreement, SUPPLIER shall give OJRSA's Representative timely notice of

readiness of the Goods and Services for all those inspections, tests, or approvals which this Agreement specifics are to be observed by OJRSA's Representative or another party prior to OJRSA's acceptance of delivery. OJRSA will give SUPPLIER timely notice of all tests, inspections and approvals of the Goods called for by this Agreement which are to be conducted at the site after such acceptance and prior to final payment. OJRSA's acceptance of any Goods shall occur only after the Goods have been fully inspected and satisfactorily performed in accordance with OJRSA's validation and/or testing procedures.

- 11.3 If at any time after delivery under Article 2, and before expiration of the correction period under Section 11.6, OJRSA or OJRSA's Representative determines that any Goods and/or Services are Non-Conforming, SUPPLIER shall, upon written notice from OJRSA or OJRSA's Representative, and without cost to OJRSA, either repair the Non-Conforming Goods or work in place, or remove such Goods or work in place and replace them with conforming Goods and/or Services. Repair or replacement of Non-Conforming Goods and/or Services shall be OJRSA's sole and exclusive remedy for breach of SUPPLIER's warranty of Goods and/or Services.
- 11.4 If SUPPLIER fails to take action as required by OJRSA's Representative in accordance with Section 11.3, OJRSA may, after fifteen (15) days' written notice to SUPPLIER, remedy any such nonconformance instead of requiring repair or replacement. In an emergency where delay would cause serious risk of loss or damage, OJRSA may take such action without notice to or waiting for action by SUPPLIER.
- 11.5 If at any time before expiration of the correction period under Section 11.6, OJRSA's Representative notifies SUPPLIER in writing that any of the Services are Non-Conforming, SUPPLIER shall promptly re-perform the Services at SUPPLIER's cost or otherwise remedy the Non-Conforming Services. If SUPPLIER fails to do so within the agreed amount of time, OJRSA may obtain the Services elsewhere.
- 11.6 SUPPLIER's responsibility for repairing or replacing Non-Conforming Goods or re-performing or remedying Non-Conforming Services will extend for a period of one (1) year after the earlier of the date on which OJRSA has placed the Goods in service or the date OJRSA has accepted the Goods and Services as provided in Section 11.2.

### **ARTICLE 12 - Suspension, Cancellation and Termination**

- OJRSA may suspend production of the Goods or any portion thereof or the furnishing of Services by notice in writing to SUPPLIER. Upon fifteen (15) days' written notice from OJRSA, SUPPLIER shall resume performance. SUPPLIER will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if SUPPLIER makes an approved claim therefore as provided in Articles 9 and/or 10.
- 12.2 OJRSA may terminate this Agreement through written notice to SUPPLIER, upon the occurrence of one or more of the following events:
  - 12.2.1 if SUPPLIER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect, or if SUPPLIER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
  - 12.2.2 if a petition is filed against SUPPLIER under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against SUPPLIER under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
  - 12.2.3 if SUPPLIER makes a general assignment for the benefit of creditors;
  - 12.2.4 if a trustee, receiver, custodian or agent of SUPPLIER is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of SUPPLIER is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of SUPPLIER's creditors;
  - 12.2.5 if SUPPLIER becomes unable to pay its debts generally as they become due; or
  - 12.2.6 a material breach by SUPPLIER of any material provision of this Agreement and SUPPLIER does not commence cure within seventy-two (72) hours after written notice to correct the breach from OJRSA to SUPPLIER.
- 12.3 If, through no act or fault of SUPPLIER, production of the Goods or furnishing of Services is suspended for a period of more than ninety (90) days by OJRSA or under an order of court or other public authority, or OJRSA fails to meet the agreed upon payment terms, then SUPPLIER may, upon ten (10) days' written notice to OJRSA and OJRSA's Representative, terminate this Agreement and pursue all remedies available to SUPPLIER for OJRSA's breach.

### **ARTICLE 13 - Indemnification**

In addition to other indemnity obligations under this Agreement and to the fullest extent permitted under applicable law, SUPPLIER shall defend, indemnify and hold OJRSA, its shareholders, officers, directors, employees, agents, successors, and assigns (collectively "Indemnitees") harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys' fees, expenses, judgments or damages, incurred as a result of any personal, property, or bodily injury, damage, or loss, along with third party claims or actions arising from or in connection with: (i) SUPPLIER's provision of the Goods or performance of the Services; (ii) any negligent acts or omissions or willful misconduct in connection with the provision of the Goods or Services; (iii) any breach of warranties under this Agreement; (iv) any claim of any lien, security interest or other encumbrance made by a third party as to the Goods; and (v) any violation of federal or state law, regulation, statute or ordinance. The indemnity obligations created by this Article 13 shall be proportionate to SUPPLIER's percentage of fault, as determined by a court of competent jurisdiction. SUPPLIER's indemnity obligations hereunder shall remain even in the event of concurrent negligence by OJRSA, but only to the extent of SUPPLIER's own negligence. In no event shall SUPPLIER be required to defend or indemnify OJRSA in the event of its sole negligence.

### **ARTICLE 14 - Choice of Laws and Forum**

- 14.1 <u>Governing Law</u>: To the extent permitted by applicable law, the internal substantive laws of the State of South Carolina shall govern and apply to this Agreement such that all issues concerning this Agreement (including without limitation validity, enforceability, construction, interpretation, performance, breach and remedies) shall be decided under the laws of the State of South Carolina.
- 14.2 Exclusive Forum and Consent to Personal Jurisdiction: The parties agree that the state and federal courts located in South Carolina shall be the exclusive judicial forums for the adjudication of all disputes between them arising out of or relating to this Agreement, and OJRSA and SUPPLIER each for itself consents to the exercise of personal jurisdiction over it in any such adjudication and hereby waive any and all objections and defenses to such personal jurisdiction regardless of the nature of such objection or defense.

### **ARTICLE 15 - Miscellaneous**

- 15.1 Whenever any provision of this Agreement requires the giving of written notice it shall be deemed to have been validly given if delivered to the other party's respective Representative in person, or if sent by registered or certified mail, postage prepaid, to the last business address of the other party known to the giver of the notice.
- 15.2 When any period of time is referred to in this Agreement by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- 15.3 Except for OJRSA's exclusive remedies under Sections 11.3 and 11.5, the duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, and all of the rights and remedies available to OJRSA and SUPPLIER thereunder, will be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, and the provisions of this Section shall be as effective as if repeated specifically in this Agreement in connection with each particular duty, obligation, right and remedy to which they apply.
- 15.4 SUPPLIER may not assign this Agreement, in whole or in part, without the prior written consent of OJRSA. OJRSA may assign this Agreement, in whole or in part, to any of its affiliates or as part of a sale of substantially all of its assets without the prior consent of SUPPLIER. Any attempted assignment of this Agreement not in compliance with this Section shall be of no force or effect.
- 15.5 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS OR SERVICES OR THE TERMINATION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE OR ANY STATUTORY CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO AMOUNTS PAYABLE BY SUPPLIER ARISING FROM ITS INDEMNITY OBLIGATION UNDER ARTICLE 13.

Date:

Address for giving notice:			
OJRSA: OCONEE JOINT REGIONAL SEWER AUTHORITY	SUPPLIER: CE BOURNE AND COMPANY, INC.		
Name: Christopher Eleazer	Name (print): Mike Steadman		
Title: Executive Director	Title: Vice President		
Address: 623 Return Church Rd Seneca, SC 29678	Address: 140 Industrial Dr Greenwood, SC 29649		
IN WITNESS WHEREOF, the undersigned OJRSA and duly executed this Agreement as of the date first above			
OJRSA: OCONEE JOINT REGIONAL SEWER AUTHORITY	SUPPLIER: CE BOURNE AND COMPANY, INC.		
Signature:	Signature:		
Name (print):	Name (print):		
Title:	Title:		

Date:

# **EXHIBIT A Definitions**

Wherever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Amendment** - Formal written record signed by OJRSA and SUPPLIER of any change or modification in this Agreement.

Change Order - A written order to SUPPLIER signed by OJRSA and SUPPLIER authorizing an addition, deletion or revision in the Goods or Services, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of this Agreement.

**Contract Price** - The monies payable by OJRSA to SUPPLIER pursuant to this Agreement.

**Contract Time** - The total number of days or the dates stated in this Agreement for furnishing the Goods and completing the Services.

**Delivery Date** - Delivery date shall mean the date for Goods delivery mutually agreed by the parties. If no express date is provided the Delivery Date shall be a date prior to the end of the Contract Time.

**Drawings** – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for SUPPLIER to illustrate some portion of the Goods or Services.

**Effective date of this Agreement** - The date first above written.

**Goods** - All tangible personal property, materials, equipment, or goods required to be furnished under this Agreement.

**OJRSA** – Oconee Joint Regional Sewer Authority, a political subdivision primarily located in Seneca, South Carolina.

**Non-Conforming** – Goods or Services that that do not conform to the warranties of Supplier set forth in Section 13.1 of this Agreement.

**Point Of Delivery** - The place designated in this Agreement, where the Goods are to be delivered.

**Services** - Services include all services and work to be furnished by SUPPLIER pursuant to this Agreement, including without limitation, those construction, design, engineering, installation, validation, testing or other services specified in the Statement of Work.

**Statement of Work** – Exhibit B to this Agreement that sets forth the Goods and Services to be provided by SUPPLIER under this Agreement for a specific opportunity. There will be a separate Statement of Work for every opportunity.

Specifications - Those portions of the Statement of Work consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Goods and Services, and administrative details applicable thereto as set forth in this Agreement.

**SUPPLIER** – Provider of Goods and Services as part of this Agreement.

**Term** – The Term of this Agreement will begin on the date of this Agreement and will continue until the earlier of (i) the final completion of services or (ii) termination as provided in Article 14.

**VENUE OWNER** – Owner of the venue or facility where work is to be conducted by the SUPPLIER.

# EXHIBIT B Addendum Number 1 Bid Form

The following page contains Addendum Number 1 Unit Prices Attachment.

### ADDENDUM NUMBER 1

### BID FORM

6.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):

(BIDDER shall STRIKE THROUGH "4DD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each 4lternate)

Alternate Number I work includes exterior wall ALTERNATE repairs/maintenance at the Chlorine Building and the NO. 1: Operations and Administration Building. Number I work also includes minor maintenance and repairs to the single-ply roof system on Roof Areas A. B. and C of the Operations and Administration Building. ADD 15 Calendar Days, if awarded. ADD/DEDUCT ALTERNATE (to or from BASE BID)

33,12,3,100
BASE BID)

NO. 2:		
ALTERNATE NO. 3:	N/A	
ALTERNATE NO. 4:	N/A	

ADD/DEDUCT	
(to or from BASE BID)	

ADD/DEDUCT (to or from BASE BID)

### 6.3 UNIT PRICE WORK

BIDDER offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

No.	Item	Base Bid Qty	Unit of Measure	ADD	DEDUCT
	Manage Bandinting	250	SF	15.00	0.00
	Masonry Repointing Metal Deck Repair	100	SF	5.00	0.00
	Metal Deck Replacement	50	LF	12.50	0.00
1	2 x 4	50	LF	5.00	0.00
;.	2 x 6	50	LF	5.00	0.00
6.	TP Membrane Repairs	200	SF	5.00	0.00
7	TP Flashing Repairs	200	LF	5.00	0.00
8.	Brick Replacement	15	EA	8.00	0.00



### **OJRSA Position and Committee Assignments**

### Prior to January 6, 2025

Chair: Brian Ramey Vice Chair: Bob Faires

Secretary/Treasurer: Lynn Stephens

### **Executive**

Brian Ramey, Chair	Westminster	
Bob Faires	Seneca	
Celia Myers	Walhalla	

### Finance & Administration

Celia Myers, Chair	Walhalla
Kevin Bronson	Westminster
Marty McKee	Seneca
Scott Moulder	Seneca

### **Operations & Planning**

Bob Faires, Chair	Seneca
David Dial	Wal/Westm
Scott McLane	Seneca
Scott Parris	Walhalla

	Scott Moulder	Seneca	Scott Parris	Walhalla
January 6, 2025 Assignments				
January 6, 2025 Assignments Representatives:				
Seneca Seat 1 – Bob Faires				
Seneca Seat 2 – Scott Moulder				
Seneca Seat 3 – Scott McLane				
Seneca Seat 4 – Marty McKee				
Walhalla Seat 5 – Celia Myers				
Walhalla Seat 6 – Laramie Hinkle				
Westminster Seat 7 – Scott Parris				
Westminster Seat 8 – Kevin Bronson	l D: 1			
Walhalla/Westminster Seat 9 – David	Diai			
Chair:				
Vice Chair:				
Secretary/Treasurer: Lynn Stephens				
Executive	Finance & Admi	nistration	Operations 8	k Planning
Committee Chairs:				
Executive – Board Chair				
Finance & Administration –				
Operations & Planning –	·····			