



# PUBLIC WORKS COMMITTEE MEETING

TUESDAY, JANUARY 4, 2022 | 6 PM

2nd committee meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.

**PUBLIC WORKS COMMITTEE MEETING  
JANUARY 4, 2022, 6PM  
CITY HALL - COUNCIL CHAMBERS  
5 E. BUTLER ROAD**

**Committee Members:** Jason Kraeling (Chair), Carol King, Michael Reynolds

- |   |                              |
|---|------------------------------|
| <b>1. <u>Call to Order</u></b>  | The Honorable Jason Kraeling |
| <b>2. <u>Public Comment</u></b>   | The Honorable Jason Kraeling |
| <b>3. <u>Reading and Approval of Minutes</u></b><br>a. Public Works Committee Meeting: December 6, 2021 [Pages 3-4]   | The Honorable Jason Kraeling |
| <b>4. <u>Reports or Communications from City Officers</u></b><br>a. Public Works Director Matt Fleahman<br>i. Budget Review<br>ii. Capital Projects Update                                    | The Honorable Jason Kraeling |
| <b>5. <u>Unfinished Business</u></b><br>There is no unfinished business.  | The Honorable Jason Kraeling |
| <b>6. <u>New Business</u></b><br>a. Resolution – Construction Manager Contract [Pages 5-39]<br>b. Amendment to the Solid Waste Ordinance [Pages 40-42]<br>c. Sewer Line Upgrade [Pages 43-44] | The Honorable Jason Kraeling |
| <b>7. <u>Public Comment</u></b>   | The Honorable Jason Kraeling |
| <b>8. <u>Committee Concerns</u></b>   | The Honorable Jason Kraeling |
| <b>9. <u>Adjournment</u></b>  |                              |

MINUTES  
PUBLIC WORKS COMMITTEE MEETING  
DECEMBER 6, 2021, 6PM  
CITY HALL - COUNCIL CHAMBERS  
5 E. BUTLER ROAD  
3<sup>rd</sup> committee meeting

Committee Members: Jason Kraeling (Chair), Carol King, Michael Reynolds

Others Present: PW Director Matt Fleahman and City Administrator Brandon Madden

1. Call to Order- Chairman Kraeling
2. Public Comment- None
3. Reading and Approval of Minutes
  - a. Public Works Committee Meeting: November 1, 2021

**Motion:** Councilwoman King made a motion to approve the minutes with Councilman Reynolds seconding.

**Vote:** The vote was unanimous (3-0).

4. Reports or Communications from City Officers
  - a. Public Works Director Matt Fleahman  
Budget Review

Mr. Fleahman reported that all of his divisions are under budget.  
He has submitted a sewer report to ReWa as part of the new technical specifications.

5. Unfinished Business- There is no unfinished business.
6. New Business

- a. Sewer Rehabilitation Program- The City of Mauldin and Frazier Engineering entered into an Agreement dated March 15, 2015 for Engineering-Construction Management Services related to the City's Sewer Rehabilitation Program. The amendments will authorize the Engineer to implement the rehabilitation work in accordance with the grant from RIA and to utilize ARPA funds to rehabilitate additional sewer mainlines.

**Motion:** Councilwoman King made a motion to send this item to Council with Councilman Reynolds seconding.

**Vote:** The vote was unanimous (3-0).

- b. Senior Center Elevator Contract- As part of the renovations at the Senior Center, the City of Mauldin installed a new Schindler elevator. All new elevators come with a 12-month maintenance contract; however, at the end of the warranty a maintenance contract is required. The maintenance contract includes preventative maintenance service, testing, and fixed rates for timely repairs. The cost associated with this five-year contract is \$4,920.00 per year.

**Motion:** Councilman Reynolds made a motion to send this item to Council with Councilwoman

King seconding.

**Vote:** The vote was unanimous (3-0).

- c. Greenville Legislative Delegation Transportation Committee (GLDTC) Participation Agreement Project # 588.01- For FY2022, Council appropriated \$243,454 for participating in the municipal match resurfacing program and GLDTC was informed of the City's participation level. The funding source for the \$243,454 is the Transportation Fund. There will be no ARPA funds used. The City available match level as determined by GLDTC was \$191,954.41.

Staff recommends adding an additional \$180,000 to its participation amount in the MMRP. The additional \$180,000 is a portion revenue lost due to the COVID-19 pandemic that was provided for via the 1st tranche of the American Recovery Plan Act funds.

Council's approval of the participation agreement is requested with the addition of \$180,000, which is the approximate value of 1.5 tax mills. This means that \$615,408.41 will be available for road paving for FY2022.

**Motion:** Councilman Reynolds made a motion to send this item to Council with Councilwoman King seconding.

**Vote:** The vote was unanimous (3-0).

- d. Trail Feasibility Study- This item is an agreement with Davis & Floyd to conduct a feasibility study for a multi-use trail along Gilder Creek.

**Motion:** Councilwoman King made a motion to send this item to Council with Councilman Reynolds seconding.

**Vote:** The vote was unanimous (3-0).

7. Public Comment- None  
8. Committee Concerns

Councilman Reynolds asked Mr. Fleahman about leaf pickup. Mr. Fleahman answered they are working diligently to pick them up even through staffing issues.

9. Adjournment- Chairman Kraeling adjourned the meeting at 6:40 pm.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

# PUBLIC WORKS COMMITTEE

## AGENDA ITEM SUMMARY

**MEETING DATE:** January 4, 2022

**AGENDA ITEM:** 6a

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**TO:** Public Works Committee  
**FROM:** City Administrator Brandon Madden  
**SUBJECT:** Resolution – Construction Manager Contract

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### **REQUEST**

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Approval of a Resolution to approve a contract with the Cely Construction to serve as Construction Manager for the design/construction of an entryway for the multi-use trail that will connect to the pedestrian bridge across I-385.

### **HISTORY/BACKGROUND**

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On October 5, 2021, the City advertised Request for Qualifications No. 2021 – 09 Design Build Services (“RFQ”), soliciting proposals from experienced and qualified firms to provide design-build services for the construction of an entryway to the City’s .25 recreational trail-head located on E. Butler Road, across from Mauldin High School.

### **ANALYSIS or STAFF FINDINGS**

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Cely Construction was the sole bidder on the RFQ, was determined by the City, based upon its proposal, qualifications and references to be the most advantageous to the City in the procurement of the Project.

Staff negotiated the attached contract for Cely Construction to serve as Construction Manager.

### **FISCAL IMPACT**

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City Council allocated \$50,000 for the design/construction of the entryway.

### **RECOMMENDATION**

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Staff recommends approval of the Resolution and contract.

### **ATTACHMENTS**

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Resolution  
Contract

**RESOLUTION 2022- \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
CELY CONSTRUCTION COMPANY, INC. (“CELY”)**

**WHEREAS**, the City of Mauldin (“City”) desires to enter into an Agreement with Cely Construction Company, Inc. (“Cely”) to provide design-build services for the construction of an entryway to the City’s recreational trail-head at the I-385 pedestrian bridge (“Project”); and,

**WHEREAS**, the City and Cely have negotiated an Agreement for the Project attached hereto as Exhibit “A” (“the Agreement”); and,

**WHEREAS**, the City finds and detemines that the Project is vital to the development of Bridgeway Station and is in the best interests of the City.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Members of Council of the City of Mauldin, as follows:

**Section 1.** The Agreement between the City of Mauldin and Cely Construction Company, Inc. is hereby approved, and the Mayor is authorized to execute and deliver the Agreement and any related documents on behalf of the City.

ADOPTED this \_\_\_\_\_ day of January, 2022.

CITY OF MAULDIN

BY: \_\_\_\_\_  
Terry Merritt, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF MAULDIN PROFESSIONAL SERVICES AGREEMENT  
(RFQ No. 2021-09; Design Build Services for Construction of Trail Entryway)**

**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made and entered into this day of \_\_\_\_\_, 2021 by and between the **City of Mauldin**, a South Carolina municipal corporation, located at 5 E. Butler Road, Mauldin, SC (“**City**”) and **Cely Construction Company, Inc.**, a South Carolina Profit Corporation organized and existing under the laws of the State of South Carolina, having its principal business office at 800 S. Washington Avenue, Greenville, SC 29611 (“**Contractor**”). The City and Contractor shall collectively be referred to as the “**Parties**”, and each may individually be referred to as a “**Party**”.

**WHEREAS**, the City desires to construct an entryway for a trail that will connect to the pedestrian bridge across I-385 ; and

**WHEREAS**, on October 5, 2021, the City advertised Request for Qualifications No. 2021 – 09 Design Build Services (“**RFQ**”), soliciting proposals from experienced and qualified firms to provide design-build services for the construction of an entryway to the City’s .25 recreational trail-head located at the approximate location shown on **Exhibit A** attached hereto, in accordance with the terms, conditions and specifications contained in the RFQ attached hereto as **Exhibit B**, the terms of which are incorporated herein (“**Project**”); and

**WHEREAS**, in response to the RFQ, the Contractor’s timely submitted Proposal was determined by the City, based upon its proposal, qualifications and references to be the most advantageous to the City in the procurement of the Project; and

**WHEREAS**, the Contractor has expressed the capability, willingness and expertise to perform the Project; and

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. *Contractor Commitments:* The Contractor shall be responsible for the design and construction of the Project which work shall be performed by licensed architects and contractors engaged by the Contractor.

2. *City Contributions and Commitments:*

(a) *Project Participation.* Subject to Paragraph 2(b) below, the City will pay the Contractor for the actual substantiated cost of the design and construction of the Project in an amount not to exceed Forty Thousand and No/100 (\$40,000.00) (“*Payment*”).

(b) *Payment Contingencies.* No Payment shall be provided to the Contractor without detailed substantiation of the actual costs incurred for the design and construction of the Project. Final payment for the Project shall not be due until the Project is completed and accepted in writing by the City. At a minimum, such detail shall

include the schedule of values submitted to the Contractor by any design professional and by any other contractor performing design, construction or other services necessary for the completion of the Project. The submitted substantiation of costs shall solely be for this Project. No other improvements shall be subject to Payment under this Agreement without the written authorization of the City Administrator upon its providing a written finding that the improvement complies with the provisions of the Agreement. Contractor shall be permitted to submit monthly draw requests to the City under this Agreement which the City will pay within fifteen (15) days of the submission of each draw request. The monthly draw requests must be accompanied by a detailed substantiation of actual costs as described above, and is subject to the City's approval.

- (c) *Project Administrator.* The City will assign a project Administrator to assist in the Contractor's construction of the Project, to include permitting processes for such activities requiring City permits. The assigned project Administrator shall serve as a liaison between the Contractor and the City. The City and the Contractor shall use its best efforts to work with other public agencies and utilities to foster and promote a coordinated and supported effort for completion of the Project.
- (d) *City Maintenance Obligations.* Upon completion and acceptance, the City shall maintain the completed Project or entryway.

3. *Payment Subject to Standard of Reasonableness.* Those costs which are to be paid as consideration by the City must be reasonably incurred and substantiated in accordance with the City of Mauldin Procurement Procedure set forth in **Exhibit C**, attached hereto and incorporated herein, applicable to public private partnerships. The Contractor's procurement practices therefore shall adhere to principles of fairness, efficiency, and value for the use of public funds, and must provide for competitiveness, even though bids may not be necessary.

4. *Compliance with Law.* Design, construction and operation of the Project shall be performed in a good, safe and workmanlike manner and in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the development, use or condition of the Property and any improvements constructed thereon including, without limitation, Titles II and III of the Americans with Disabilities Act (as amended), all building code and zoning requirements then in effect.

5. *Assignment.* The Contractor is not authorized to assign its rights and obligations under the Agreement to third parties without first having received from the City a written consent, which consent shall not be unreasonably withheld, executed with the same formality of the Agreement; provided, however, the Contractor shall be entitled to assign its rights and obligations under the Agreement without further consent to one or more Affiliates of Contractor. For purposes of this Agreement, "Affiliate" shall mean an entity that: (a) controls the Contractor; (b) is under common control with the Contractor; or (c) is controlled by the Contractor or is under the common control of the Contractor and Contractor's joint venture partner. The Contractor shall provide written notification to the City of any such assignment to an Affiliate and, further shall supply reasonable documentation of Affiliate status.

6. *Default by the Contractor.*

(a) There shall be an "event of default" by the Contractor upon the occurrence of anyone or more of the following after the Effective Date of this Development Agreement:

i. The Contractor shall fail to perform or comply with any material provision of this Agreement applicable to it within the time prescribed therefore after receipt of a notice from the City; or

ii. The Contractor shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Contractor or any material part of such entity's properties; or

iii. Within sixty (60) days after the commencement of any proceeding by or against the Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed or otherwise terminated, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Contractor of any trustee, receiver or liquidator of any of such entities or of any material part of any of such entity's properties, such appointment shall not have been vacated; or

(b) If an event of default by the Contractor described in subsection (a) above shall occur, the City shall provide written notice thereof to the Contractor, and, if such event of default shall not be cured by the Developer within thirty (30) days after receipt of the written notice from the City specifying in reasonable detail the event of default by the Contractor, or if such event of default is of such nature that it cannot be completely cured within such time period, then if the Contractor shall not have commenced to cure such default within such thirty (30) day period and shall not diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary (provided, however, if the Contractor is proceeding diligently and in good faith, the curative period shall be extended for a period of not exceeding three (3) months without any approval or consent of the City being required, but such approval will be required if the curative period is to be extended beyond three (3) months) then, in addition to any remedy available to it, the City may terminate this Agreement or pursue any and all legal or equitable remedies to which the City is entitled; provided, however, if the Contractor shall fail to cure such event of default within said thirty (30) day or longer period or ceases to proceed diligently to timely cure such event of default, then the City may proceed to enforce other available remedies without providing any additional notice to the Contractor.

(c) Under this Agreement, all plans and specifications, working drawings, construction contracts, contract documents, building permits, permits, management agreements, and financial commitments (all only to the extent assignable) with respect to the Project shall, if such default has not been previously cured, on the day following receipt by the Contractor of notice from the City of its election to terminate, be deemed then assigned to the City making said election, without necessity of any other action being taken or not taken by any party hereto. The Contractor shall transfer and deliver to the City upon making said election, all assignable plans and specifications,

working drawings, construction contracts, contract documents, financial commitments, management agreements, and all permits.

(d) In the event of a termination of this Agreement the Contractor shall not be entitled to any reimbursement from the City for costs incurred by the Contractor which have not already been paid or owing at the time of such termination.

7. *Indemnification by Contractor.*

The Contractor shall indemnify and hold the City, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any negligent or intentional act or omission of the Contractor, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (the Contractor's employees included) or any other element of damage of any kind or nature, to the extent relating to or connected with the Project or to the extent arising from the activities contemplated under this Agreement, save and except claims for damages arising through the gross negligence or willful misconduct of the City. The Contractor shall defend, at its expense, including attorneys' fees, the City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The City may in its discretion participate in the defense of any such legal action.

8. *Environmental Indemnification by Contractor.*

The Contractor shall indemnify and hold the City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of the Contractor, its officers, agents, employees, contractors, subcontractor and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to hazardous or toxic materials, industrial hygiene, or environmental conditions created by the Contractor or its officers, agents, employees, contractors, subcontractors and independent contractors after the Effective Date on, under or about the Project that Contractor owns or controls at the time of occurrence under this section, including, but not limited to, soil and groundwater conditions, and the Contractor shall defend, at its expense, including attorneys' fees, the City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. For purposes of this Section, Contractor shall not be deemed to own or have control of City Property until title to the Property has been transferred to Contractor. The City may in its discretion participate in the defense of any such action.

9. *Modification.* No modification, amendment or waiver of any provision of the Agreement shall be binding upon the parties unless the same is first reduced to writing in a document having the same formality as the Agreement and executed by the duly authorized officer for each party. Minor modifications can be made by the City Administrator on behalf of the City, it being agreed that reasonable extensions of time may be granted without City Council approval.

10. *Merger of Negotiations.* This Agreement constitutes the entire agreement between the parties. All prior negotiations and representations of both parties with respect to the Project are merged into the Agreement, and no prior statement, whether written or oral, with respect to the Project shall be binding upon either party unless reduced to writing and contained in the Agreement.

11. *Applicable Law.* The Agreement shall be subject to, and interpreted under, the laws of the State of South Carolina. Any dispute arising out of, or related in any manner to the Agreement or the Project must be brought in the Greenville County Court of Common Pleas following the exhaustion of any and all available administrative remedies.

12. *Execution Required.* This Agreement shall be null and void if not executed by the Contractor and presented to the City within ninety (90) days of passage of the adopting ordinance.

13. *No Joint Venture.* The parties acknowledge the City is acting solely in a governmental capacity in expanding/enhancing the City's public infrastructure and spaces, in approving the Agreement and in providing any other approvals related to the Project. Accordingly, the parties further acknowledge that no joint venture is intended or created between the Contractor (or Affiliate of the Contractor) and the City, and the parties expressly disclaim the same.

14. *Notice.* All notices and communications hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows:

CITY:

City of Mauldin  
Attention: City Administrator  
5 East Butler Road  
Mauldin, SC 29662

CONTRACTOR:

Cely Construction Company, Inc.  
800 S. Washington Avenue  
Greenville, SC 29611  
Attention: Kevin Talbott

15. *Miscellaneous.* If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement. The waiver of a breach of this Agreement by either party shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach. Headings are inserted for convenience only and shall not be considered for any other purpose. All exhibits referenced above (including all attachments thereto) are attached hereto and incorporated herein as part of the Agreement.

16. *Survival.* Any provision herein contained which by its nature and effect is required to be observed, kept or performed after the completion and acceptance of the Project by the City, shall survive and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. *Dispute Resolution.* In the event of a dispute between the parties regarding this Agreement, the parties agree to submit the dispute to mediation pursuant to the South Carolina of Alternative Dispute Resolution with the parties bearing their own attorney's fees and costs

related thereto. If the dispute cannot be resolved through mediation, and the dispute is litigated, the parties consent to jurisdiction in the Greenville County Court of Common Pleas. The parties further agree that the prevailing party in litigation shall be entitled to recover its attorney's fees and costs from the non-prevailing party.



## **SCHEDULE OF EXHIBITS**

- A. Property Location
- B. Request for Quote
  
- C. City of Mauldin Procurement Procedures for Public/Private Partnerships

**EXHIBIT A**  
**PROPERTY LOCATION**



Location of entryway to the existing trail



**EXHIBIT B**

**Request for Qualifications**



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# CITY OF MAULDIN REQUEST FOR QUALIFICATIONS (RFQ: 2021–09)

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## Design Build Services

**Issue Date:** October 5, 2021

**Submittals Due:** November 5, 2021 by Noon, 12pm EST

**Contact:** Brandon Madden, City Administrator

**E-mail:** [bmadden@mauldincitysc.com](mailto:bmadden@mauldincitysc.com)

**Phone:** (864) 289-8890

**CITY OF MAULDIN**  
5 E. Butler Road, Mauldin, SC 29662

## **1. Instructions**

### **1.1. Submission of Proposals**

To be considered, interested parties should send one electronic (.pdf) version of a fully responsive proposal. All proposals must be received on November 5, 2021 by noon (closing date and time) at which time they will be opened in the upstairs conference room at City Hall.

Proposals can be emailed to [bmadden@mauldincitysc.com](mailto:bmadden@mauldincitysc.com) or mailed to the following address:

City of Mauldin  
Brandon Madden  
5 East Butler Road  
PO Box 249  
Mauldin, SC 29662

Offerors wishing to make changes to their proposals after submission but prior to noon may do so by submitting the revisions by fax, email or hard copy. It is the Offeror's sole responsibility to ensure the revisions are received by the City prior to the closing date and time. Proposals received after the closing date and time may not be accepted or considered.

Responses to this request for proposals will allow the City to rank the Offerors and enter negotiations with the Offeror whose proposal is deemed most advantageous to the City with price and other factors considered.

## **2. Introduction**

### **2.1. Purpose**

The City is seeking one qualified firm/contractor ("Contractor"), to provide design-build services for the construction of an entryway to the City's .25 recreational trail-head. The City recently completed the construction of a .25 recreational trail off of E. Butler Road and this project is to design and construct an entryway to the trail. The submitted proposal should include the firm's qualifications, project team, and services required to fulfill the requirements of this project.

## **3. Scope of Work**

The selected Contractor is expected to design and construct a brick and/or stone entryway for accessing the recently constructed .25 mile trail. The Contractor will name a Project Manager who will be a single point of contact for City staff. The Project Manager will be ultimately responsible for, but not limited to, the coordination, quality control, invoicing, and successful completion of the project. The Project Manager shall also be responsible for efficiently coordinating the Program Team (utility coordination, right-of-way management, construction teams, etc.), furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the project in accordance with the Plans, Specifications and terms of the Contract. The Project Manager shall ensure the performance of all services required by this document, within budget and the scheduled completion dates. It shall be agreed and understood that all services performed shall be performed in the most highly professional and ethical manner and each project shall be in accordance with the highest industry standards.

### **3.1. Location**

The entryway will need to be constructed at the beginning of the trail which is located off of E. Butler Rd. in Mauldin and its directly adjacent to the Mauldin High School student parking lot as illustrated in Attachment A.

### 3.2. Contractor Requirements

The Contractor must be a licensed general contractor in the State of South Carolina. Reference: South Carolina Department of Labor, Licensing and Regulation, and South Carolina Contractors Licensing Board.

The Contractor may work any weekday that weather permits. Saturday and holiday work is not guaranteed, the City Point of Contact (POC) is to receive notification / schedule of intent to work. Work on Sundays is not allowed. The Contractor shall develop and maintain a proposed schedule of work to be submitted to the City. The schedule shall be provided in a bar-chart format listing the sequence of work within the contract time frame. As a minimum, construction schedules shall be updated bi-weekly and submitted to the City of Mauldin. Changes in the schedule must be reviewed and approved by the POC.

### 3.3. Proposal Guarantees, Warranties and Schedule

Contractor shall provide a minimum one-year warranty for all material and workmanship and submit Attachment E with its proposal.

## 4. Proposal Submission

The Statement for Qualifications (SOQ) page count shall not exceed thirty (30) pages. The page count shall include typed text, graphics, charts and photographs but does not include the cover page, back page, table of contents, binding materials such as folder or three ring notebook, or tabbed separators. Please attach a cover letter (included in page limitation) including the company name, contact person and title, address, telephone and fax numbers, and email address.

All proposals should include the following sections:

Section	Section Title	Page Limit(s)
4.1.	Cover Page	1 page
4.2.	Proposal Narrative	30 pages

#### 4.1. Cover Page

Include company name, address, phone number, website and federal tax identification number, as well as the name, phone number, email, and electronic signature for the person authorized to negotiate the contract and make decisions for the organization.

#### 4.2. Proposal Narrative

The written narrative portion of the request for proposal cannot exceed 30 double-spaced pages. Content beyond the 30-page limit will be removed before proposals are evaluated. Proposals that do not include a proposal narrative will be disqualified and will not be considered for funding. Offeror(s) must address the following sections in the proposal narrative:

##### 4.2.1. Organizational Qualifications and References (60 points)

Please provide an overview of your organization and your organization's experience and qualifications for similar sized projects; includes demonstrating that your organization has sufficient size and depth of management, financial strength, resources and services to support the need.

- a. History of the firm’s experience providing design and construction services
- b. Experience of the firm’s local office in providing design and construction including the number of such projects completed in the last three (3) years.
- c. Experience working with SC Department of Transportation on similar projects.
- d. Describe the firm’s in-house capabilities and indicate services which may be sub-contracted in order to complete project activities.
- e. Include, if applicable, the firm’s knowledge of the City of Mauldin, including redevelopment goals and initiatives and prior projects completed in and around Mauldin.

**4.2.2. Key Personnel (20 points)**

- a. Provide a description of the firm’s key personnel who will be assigned to the project. Indicate the project manager who will be responsible for ensuring project success. Provide the names and experience of key personnel, including education, billable rate, and professional registrations.
- b. Include resumes of key personnel as an attachment. Please provide no more than eight (8) resumes.

**4.2.3. References (20 points)**

- a. Include three (3) references for which the firm has similar projects. References should include two (2) public entities (municipalities, counties, etc.) and one (1) private entity. Please include descriptions and dates of the services provided, reference name, phone number, and email address.

**5. Evaluation Criteria and Contract Award**

The City’s RFQ Evaluation Committee (Evaluation Committee) will review, score and rank all proposals and make a recommendation to City Council on who will best serve the City. City Council will make the final decision on selecting a Firm. The following details the points assigned per section:

Proposal Section	Point Value
<b>4.2.1. Organizational Qualifications and References</b>	<b>60</b>
<b>4.2.2. Key Personnel</b>	<b>20</b>
<b>4.2.3. References</b>	<b>20</b>
<b>Total Points</b>	<b>100</b>

During the evaluation process, the Evaluation Committee and the City reserve the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions

**6. Negotiation/Contract**

It is anticipated that the ranking of the top proposals will be completed by November, 2021. The City shall negotiate in good faith with the Offeror as ranked. If negotiations with the top responder are not successful then the City will move on to the next proposer until the City has made a final selection and successfully negotiated and approved a contract agreement for services.

The Offeror’s designated authorized negotiator must be empowered to make binding commitments for the successful Offeror and its subcontractors, if any. The City reserves the right to negotiate the final terms of the contract agreements with the successful Offeror. Items that may be negotiated

include, but are not limited to, the scope of work, the implementation schedule, and the final award amount.

The City reserves the right to retain all proposals submitted and to use any idea(s) or concepts in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in the request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the City and the Firm selected. Award will be made to the highest ranked Offeror deemed most advantageous to the City.

## **7. Questions**

The Offeror shall carefully examine the RFQ documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their proposal submission. No consideration will be given after submission of a proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Offerors finding discrepancies or omissions in the RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed contact. If there are any changes, additions, or deletions to the proposal scope, conditions, or closing date, all Offerors will be advised by means of an Addendum issued by the City. All Addenda are to become part of the proposal documents and receipt of Addenda should be acknowledged by the Offeror in the submission.

The City reserves the right to accept one or more proposal and to reject any or all proposals submitted as it deems appropriate and in the best interest of the City. The City also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

## **8. Submittal Process**

### **8.1. Proposal Preparation Cost**

All expenses incurred by the Offerors in preparation and submission of this proposal are to be borne by the Offerors, with the express understanding that no claims for reimbursements against the City will be accepted. The City shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

### **8.2. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the Firm of the conditions contained in this request for qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Firm selected. The City reserves the right with prejudice to reject any or all proposals as it deems necessary.

## **9. General Conditions**

### **9.1. Competition**

It is the intent and purpose of the City that this solicitation permits competition. It shall be the Offeror's responsibility to advise the City in writing if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by City Hall at least ten (10) calendar days prior to proposals receipt date. A review of such notification shall be made.

## **9.2. Confidentiality and Proprietary Information**

All submissions become the property of the City and will not be returned to the Offeror. The City will consider all proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants. Offerors should be aware that the City of Mauldin is a “public body” as defined in and subject to the provisions of the Freedom of Information Act.

## **9.3. Conflict of Interest**

The Offeror shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the City of Mauldin, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. Offeror certifies by submission of proposal that neither it nor its principals, nor its perspective subcontractors are presently debarred, suspended, or proposed for debarment by the City of Mauldin or any state or federal department or agency.

## **9.4. Compliance, Assurance, and Non-collusion**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Offeror has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. By responding to this RFQ, the Offeror agrees that there is no collusion or arrangement between the Offerors and any other actual or prospective Offerors in connection with proposals submitted for this project and the Offeror has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

During the period between publication of the solicitation and award, you must not communicate, directly or indirectly, with the using department, its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing to the City’s designated point of contact for this RFQ.

Each Offeror shall comply with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies. Offerors will submit the Statement of Assurance, Compliance and Non-collusion with its proposal submittal which is enclosed as Attachment B.

## **9.5. Drug-Free Workplace**

Offeror(s) will submit the Drug-Free Workplace Certification with its proposal submittal which is enclosed as Attachment C.

## **9.6. Insurance**

The Offeror shall procure and maintain for the duration of the contract all such insurance, as required by the laws of the State of South Carolina, against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the Offeror or its individuals, Firms, agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed. A breach of the insurance requirements shall be material. Offerors will submit and minimally the below listed insurance. The Offeror will submit the Insurance Certification with its proposal submittal which is enclosed as Attachment D.

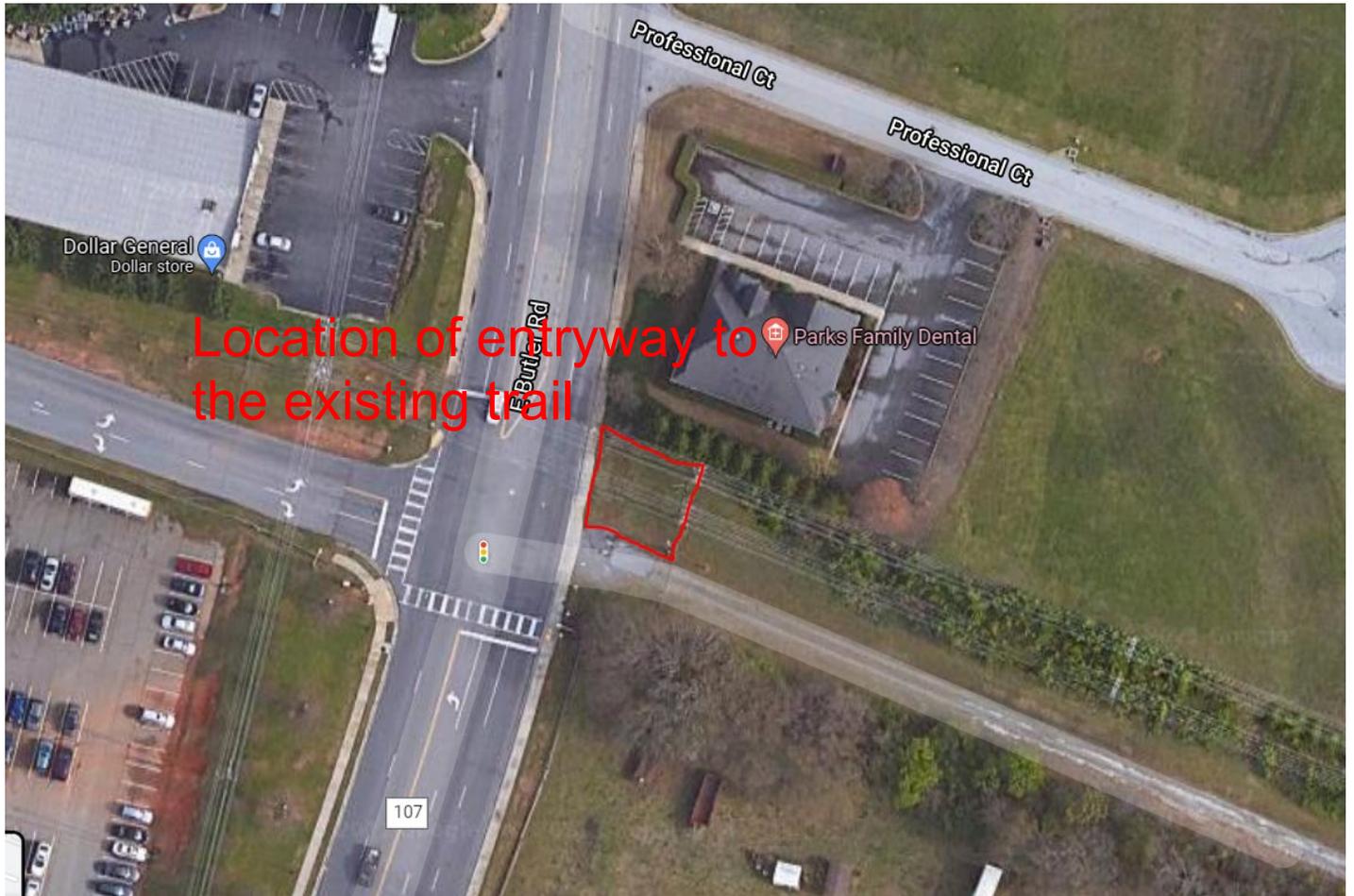
**9.7. Litigation**

Offerors who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the City in connection with any contract for works or services, may be considered ineligible. Receipt of proposals from such Offerors may be disqualified from the evaluation process.

**9.8. No Contract**

This RFQ is not a tender and does not commit the City in any way to select a preferred Offeror. By submitting a proposal and participating in the process as outlined in this RFQ, Offerors expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the City of Mauldin by this RFQ or submissions prior to the completed execution of a formal written Contract.

# ATTACHMENT A – LOCATION OF PROPOSED ENTRYWAY



Location of entryway to the existing trail



**ATTACHMENT B – COMPLIANCE,  
ASSURANCE AND NON-COLLUSION**

**Statement of Assurance, Compliance and Non-collusion**

State of \_\_\_\_\_

County of \_\_\_\_\_

City of \_\_\_\_\_, being first duly sworn, deposes and says that:

1. The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
2. The Vendor hereby provides assurance that the Firm represented in this Submittal:
  - a. Will comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
  - b. Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, scope of work etc. relating to this solicitation; and
  - c. Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
  - d. No person associated with Vendor's Firm is an employee of the City of Mauldin. Should Vendor, or Vendor's Firm have any currently existing agreements with the City, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - e. That such agent as indicated below is officially authorized to represent the Firm in whose name the Submittal is submitted.

<b>Company name:</b>	
<b>Name of Agent (Print or Type):</b>	
<b>Title:</b>	<b>Date:</b>
<b>Signature of Agent:</b>	
<b>Telephone #</b>	<b>Fax #:</b>
<b>Federal Identification Number:</b>	
<b>Email address:</b>	
<b>Subscribed and sworn to me this            day of</b>	
<b>my commission expires:</b>	<b>Title:</b>

**(Must be notarized by a Notary Public)**

**SEAL**

# ATTACHMENT C – DRUG-FREE WORKPLACE CERTIFICATION

**DRUG-FREE WORKPLACE CERTIFICATION**

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the Firm of (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abused in a workplace;
  - b. The person’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug violations;
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
4. Notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying the City of Mauldin within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

<b>Company name:</b>	
<b>Name of Agent (Print or Type):</b>	
<b>Title:</b>	<b>Date:</b>
<b>Signature of Agent:</b>	
<b>Telephone #</b>	<b>Fax #:</b>
<b>Federal Identification Number:</b>	
<b>Email address:</b>	
<b>Subscribed and sworn to me this            day of</b>	
<b>my commission expires:</b>	<b>Title:</b>

*(Must be notarized by a Notary Public)*

**SEAL**

# ATTACHMENT D – INSURANCE

## **INSURANCE – PROFESSIONAL SERVICES**

The Offeror shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the Firm, his agents, representatives, or employees. The cost of such insurance shall be included in the fee proposed.

For the purpose of this clause, the term "professional individual or Firm" shall also include the individual's or Firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

### **A. Minimum Scope and Limits of Insurance**

1. Broad Form Comprehensive General Liability  
\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, to include products and any completed operations.
2. Automobile Liability  
\$1,000,000 combined single limit per occurrence for bodily injury and property damage
3. Umbrella Liability  
\$1,000,000 per occurrence, following form.
4. Workers' Compensation  
Limits as required by State of South Carolina.
5. Employers' Liability
  - \$100,000 each accident
  - \$500,000 disease/policy limit
  - \$100,000 disease/each employee
6. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two years following contract completion.)
  - \$1,000,000 per occurrence
  - \$2,000,000 aggregate
7. Personal Property Coverage  
Adequate insurance to cover the value of personal property belonging to the Vendor while located on City of Mauldin property, while in use or in storage, for the duration of the contract.
8. Liability (General, Automobile, Professional) Coverage;
  - a. "The City of Mauldin and its respective officers, agents, officials, employees, volunteers, boards and-commissions" are to be named as additional insured's with regards to liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City.

- b. The Vendor's insurance coverage shall be the primary insurance as regards to this contract with the City. Any insurance or self-insurance maintained by the City shall be in excess of the Vendor's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City.
- d. Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

9. Workers' Compensation and Employer's Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against City of Mauldin for losses arising from the work performed by the Vendor for the City.
- b. If State statute does not require the Vendor to obtain Workers' Compensation insurance, then the Vendor shall furnish the City with adequate proof of the self-employment status. The Vendor agrees to waive all rights of claims against the City for losses arising from the work performed by the Vendor. In the event that during the contract this self-employment status should change, the Vendor shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained in the correct amounts by the Auditor as required by this Exhibit.

10. Acceptability of Insurers

- a. Insurance is to be placed with insurers which have a Best's rating of at least A.
- b. Insurance companies must either be licensed to do business in the State of South Carolina or be deemed to be acceptable by the City Administrator.

11. Verification of Coverage

The Vendor shall furnish the City with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City Administrator before work commences. Renewal of expiring certificates shall be filed thirty days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time.

B. Aggregate Limits

Any aggregate limits must be declared to and be approved by the City of Mauldin.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and be approved by the City in writing. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as regards the City or the Vendor shall procure a bond which guarantees

payment of the losses and related investigations, claims administration and defense expenses. At no time will the City be responsible for the payment of deductibles or self- insured retentions.

**D. Notice of Cancellation or Non-renewal**

Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

All insurance documents required by this Exhibit shall be mailed to Brandon Madden, PO Box 249 Mauldin SC 29662.

<b>Company name:</b>	
<b>Name of Agent (Print or Type):</b>	
<b>Title:</b>	<b>Date:</b>
<b>Signature of Agent:</b>	
<b>Telephone #</b>	<b>Fax #:</b>
<b>Federal Identification Number:</b>	
<b>Email address:</b>	
<b>Subscribed and sworn to me this            day of</b>	
<b>my commission expires:</b>	<b>Title:</b>

*(Must be notarized by a Notary Public)*

**SEAL**

# ATTACHMENT E – PROPOSAL GUARANTEES, WARRANTIES AND SCHEDULE

**PROPOSAL/PROPOSER GUARANTEES, WARRANTIES AND SCHEDULE**

**Proposer Guarantees**

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in this RFQ.

**Proposer Warranties**

1. Proposer warrants that it is willing and able to comply with State of South Carolina laws with respect to foreign (non-state of South Carolina) corporations.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission and consent of the City of Mauldin.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

**Proposer Schedule**

The Offeror also understands by executing and dating this document their proposed prices/costs shall hold Firm for a period of not less than *ninety (90)* calendar days after the date of the solicitation award.

<b>Company name:</b>	
<b>Name of Agent (Print or Type):</b>	
<b>Title:</b>	<b>Date:</b>
<b>Signature of Agent:</b>	
<b>Telephone #</b>	<b>Fax #:</b>
<b>Federal Identification Number:</b>	
<b>Email address:</b>	
<b>Subscribed and sworn to me this            day of</b>	
<b>my commission expires:</b>	<b>Title:</b>

**(Must be notarized by a Notary Public)**

## EXHIBIT C

### CITY OF MAULDIN PROCUREMENT PROCEDURES FOR PUBIC/PRIVATE PARTNERSHIPS

**Development Agreements.** Whenever the city enters into a development agreement with a private developer, private property Contractor, or other private party or entity (hereinafter "private developer") which involves the installation of public infrastructure improvements or public services or a combination thereof then, in order to achieve efficiencies for such projects and to avoid delay in the completion of the respective projects, the city may enter into a written agreement with a private developer which permits the private developer's procurement practices to be utilized to procure the public infrastructure and/or public services to be provided by the city provided that the procurement practices ensure that the costs to the city are reasonable. Any such arrangement must be designed to secure the greatest value with the most efficient means available in accordance with reasonable business standards in order to ensure that the public investment associated with the project is reasonable and benefits the public, the city, its citizens and the private developer. Any written agreement relating to such projects must provide for the city's consent and approval of the procurement practices for the infrastructure, materials, or services to be paid for by the city and be subject to audit by the city. Such practices must assure adherence to principals of fairness, efficiency, and value for the use of public funds to benefit the public. The procurement process utilized by the private developer must include a competitive bid procedure which will ensure that the costs to the city are reasonable and will secure the greatest value for the public investment. The city will designate a representative to participate in the procurement process from its inception until the conclusion of the project. In this respect, the city shall retain the right to reject any proposals obtained for the infrastructure, materials, or services to be provided by the city. To the extent performance bonds or payment bonds are required by the general law of this state for public subdivisions, these practices shall assure their use for public improvements funded by the city.

# PUBLIC WORKS COMMITTEE

## AGENDA ITEM

**MEETING DATE:** January 4, 2022  
**AGENDA ITEM:** 6b

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**TO:** Public Works Committee  
**FROM:** Public Works Director, Matthew Fleahman  
**SUBJECT:** Amendment to the Solid Waste Ordinance

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### REQUEST

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To request that the Public Works Committee and City Council adopt a revision to the Solid Waste Ordinance which requires contractors to haul off leaves from contracted landscaping jobs.

### HISTORY/BACKGROUND

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The City of Mauldin Public Works Department as part of its service portfolio picks up leaves, yard trimmings, and grass clippings (if bagged) around the City on a four week cycle. Section 34-9(b) of the Solid Waste Ordinance mandates that contractor work for trees, "...shall be disposed by the contractor." No provision for contractor work on grass or leaves is included in the Solid Waste Ordinance. A copy of this section of the Ordinance is attached.

### ANALYSIS or STAFF FINDINGS

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During leaf season, the Public Works Department collects and disposes of a significant amount of leaves in a very compressed period of time. During November/December the Department staff works over during the week and over the weekends to collect leaves in an effort to adhere to the citywide collection schedule. The volume of leaves slated for collection and disposal during those months can overwhelm the Department.

During the leaf season, the leaves to be collected from residents are gathered and deposited roadside by private contractors. Public Works can spend the bulk of its leaf collection efforts picking up and disposing of leaves gathered and deposited roadside by private contractors. This can contribute to delays in leaf collection throughout the City. Amending the Solid Waste Ordinance so that leaves were addressed in the same manner as yard trimmings, can mitigate the above-mentioned issues, reduce the total cost of leaf disposal, and prompt increased efficiency of leaf collections.

### TIMELINE

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If approved, the Public Works Department would generate educational door hangers to be distributed. The Ordinance would likely not affect operations until the following leaf season.

### RECOMMENDATION

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It is recommended that the Section 34-9(c) of the Solid Waste Ordinance be revised to indicated that contractor collected leaves shall be hauled off by the contractor.

**ORDINANCE NUMBER \_\_\_\_\_-2022**  
**AN ORDINANCE TO AMEND ARTICLE I OF CHAPTER 34 (SOLID WASTE MANAGEMENT) OF THE CITY OF MAULDIN CODE OF ORDINANCES**

**WHEREAS**, the Mauldin City Council reviews its City Ordinances at various times to make necessary improvements and/or changes; and,

**WHEREAS**, Mauldin City Council wishes to amend Chapter 34, Article I of the City of Mauldin Code of Ordinances to improve enforcement of the City's Solid Waste Management Program.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Mauldin that Section 34-9 be amended as follows:

**Sec. 34-9. Collection of tree limbs, cuttings, shrubbery and leaves.**

- (a) Tree limbs, cuttings, shrubbery, etc., will be collected by the city as soon as practical; provided, however, that such limbs, cuttings, shrubbery, etc., are no longer than six feet and no more than six inches in diameter and placed on the front of the owner's or tenant's property nearest the street or public alley on the city street right-of-way adjacent to the property line. The amount collected shall be not more than four cubic yards per pickup. The city reserves the right to charge an additional fee for excessive amounts. An excessive amount is defined as more than four cubic yards of yard waste per pickup. Should the city decide to implement this fee, it shall be based on, but not limited to, twice the actual costs of the current landfill rate for disposal of such yard wastes.
- (b) Rubbish, leaves, grass clippings or any other yard debris, Trees pruned collected or produced by a contractor on behalf of an owner or occupier of property ~~or taken down by the contractor~~ shall be disposed of by the contractor.
- (c) Grass clippings and leaves will be separated from yard rubbish and other refuse. It shall be free of rocks and other extraneous material. Grass clippings will not be picked up unless they are placed in a disposable plastic bag. The plastic bag shall be tied, closed and placed on the city street right-of-way adjacent to the property.
- (d) No leaves, grass clippings, tree limbs, or debris shall be placed within six feet of any storm drainage appurtenance or catch basin.
- (e) The city administrator may relax or omit any provision(s) of this code section with the exception of size and placement location, in order to provide the highest level of collection possible in response to a storm or similar event to section 34-9 of our city Code.

(Code 1994, § 19-14; Ord. No. 487, 10-26-1998; Ord. No. 581, § 1(19-14), 6-16-2003; Ord. No. 618, 1-23-2006; Ord. No. 680, 6-16-2008; Ord. No. 759, 12-16-2013; Ord. of 3-19-2018, § 1)

Cross reference(s)—Vegetation, ch. 42.

This ordinance shall be effective immediately upon second reading approval hereof.

**CITY OF MAULDIN, SOUTH CAROLINA**

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Terry Merritt, Mayor

**ATTEST:**

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Cindy Miller, Municipal Clerk

Introduced by:

First Reading:

Second and  
Final Reading:

**Approved as to Form:**

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City Attorney

# PUBLIC WORKS COMMITTEE

## AGENDA ITEM

**MEETING DATE:** January 4, 2022

**AGENDA ITEM:** 6c

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**TO:** Public Works Committee  
**FROM:** Public Works Director, Matthew Fleahman  
**SUBJECT:** Sewer Line Upgrade

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### REQUEST

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Authorization is requested to approve an upgrade to the 15-inch sewer line at the Bridgeway Station Pedestrian Bridge.

### HISTORY/BACKGROUND

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During the design phase of the bridge construction, the City of Mauldin identified that it has a 15-inch PVC sewer trunk line which traverses the landing of the bridge on the Bridgeway Station side of I-385. The sewer line is approximately sixteen (16) feet deep; however, an additional twenty (20) feet of fill is needed to achieve final grade in the area. A total depth of thirty-seven feet is outside the design specifications for the type of PVC that the line is constructed from.

### ANALYSIS or STAFF FINDINGS

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The City of Mauldin and Frazier Engineering have evaluated the line and bridge design to determine possible solutions. Three potential solutions have been identified and will be discussed below.

Option 1 would be to reline the existing pipe with UV-Cure cast in place pipe (CIPP), at a 7 mm thickness (just slightly more than ¼-inch thick). This relining would change the 15-inch pipe inside diameter to approximately 14.5 inches. This would reduce the total amount of waste that the pipe could potentially carry. The install time on this option would be approximately two weeks (to include pre-clean/TV and set up of bypass pumping) and additional time would be needed for contracting, mobilization, scheduling.

Option 2 would be to replace the PVC line with a new ductile iron line and install it through a casing pipe. The casing would allow for the pipe to be removed in the future if any type of repair was necessary. The installation would be a direct bury and would take approximately four weeks and additional time for contracting, mobilization time, scheduling.

Option 3 would be to relocate the PVC line around the area by installing new manholes and new pipe. This option would require permitting from SCDHEC and could take upwards of twelve to fifteen weeks plus additional time would be needed for contracting, mobilization, scheduling.

## FINCANCIAL IMPACT

The costs associated with the three options are general figures and could vary based on material availability.

- Option 1 – \$24,000
- Option 2 - \$100,000
- Option 3 - \$200,000

Funding is available in the FY2022 Sewer Budget to cover the costs associated with the upgrades.

## RECOMMENDATION

Staff recommends the Public Works Committee and the City Council approve the upgrade to the 15-inch sewer line under Option 2.

