



Board of Commissioners Meeting
OJRSA Operations & Administration Building
Lamar Bailes Board Room
April 1, 2024 at 4:00 p.m.

Agenda

- A. Call to Order** – Brian Ramey, Board Chair
- B. Invocation and Pledge of Allegiance** – Led by Commissioner Scott Moulder
- C. Special Recognition** – Presentation by Kyle Lindsay, OJRSA Operations Director
2023 SCDHEC Facility Excellence Award – Recognition by SCDHEC for National Pollutant Discharge Elimination System (NPDES) or No Discharge (ND) permitted facilities that met or exceeded requirements for environmental protection and customers' expectations.
- D. 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.
- E. Approval of Minutes**
- Board of Commissioners Meeting of March 4, 2024
- F. Committee and Other Meeting Reports**
- Operations & Planning Meeting of March 20, 2024 – Bob Faires, Committee Chair
 - Finance & Administration Meeting of March 26, 2024 – Celia Myers, Committee Chair
- G. Secretary/Treasurer's Report** (Exhibit A) – Lynn Stephens, Secretary/Treasurer
- H. Oconee County Government Update Regarding Matters Involving Wastewater** – Oconee County Administrator or Appointed County Representative
- I. Presentation and Discussion Items** *[May include Vote and/or Action on matters brought up for discussion]*
1. Consider Grant Close, III with Maynard Nexsen for OJRSA employment and labor counsel as a result of the retirement of Linda Edwards and Steve Savitz (Exhibit B) – Chris Eleazer, Director
 2. Dates for presentations of the Feasibility and Central County Sewer studies – Chris Eleazer, Director
- J. Action Items**
1. Execute agreement between the OJRSA and Fountain Residential Partners regarding a capital contribution in lieu of payment of impact fees (Exhibit C) – Chris Eleazer, Director and Brent Little, Fountain Residential Partners
 2. Execute contract Amendment 1 with KCI Technologies, Inc. in the amount of \$367,100; which includes an OJRSA-controlled contingency amount of \$20,000, to complete Phase II of the SCIIP-funded Dewatering Equipment Upgrades at Coneross Creek Water Reclamation Facility (OJRSA Project #2024-06) (Exhibit D) – Chris Eleazer, Director and Steve Barbian, KCI Technologies
- K. Executive Director's Discussion and Compliance Matters** – Chris Eleazer, Director
1. Environmental and regulatory compliance
 2. Sewer South update (Handout 1)
 3. Miscellaneous *(if any)*
- L. Commissioners' Discussion** – Brian Ramey, 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.
- M. Upcoming Meetings** *All meetings to be held in the Lamar Bailes Board Room unless noted otherwise.*
- Operations & Planning Committee – April 17, 2024 at 8:30 a.m.
 - Finance & Administration Committee – April 23, 2024 at 9:00 a.m.
 - Board of Commissioners – May 6, 2024 at 4:00 p.m.
- N. Adjourn**



Secretary/Treasurer’s Report for Board of Commissioners

Prepared for the April 1, 2024 OJRSA Board of Commissioners Meeting

Cash and investment information stated herein come from bank and other financial records as of: March 29, 2024

UNRESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Wholesale Operations & Maintenance (O&M)	388,967	1,225,000	1,613,967
Retail Operations & Maintenance (RO&M)	808,801	735,000	1,543,801
TOTAL UNRESTRICTED FUNDS	1,197,768	1,960,000	3,157,768

RESTRICTED FUNDS CASH AND INVESTMENTS SUMMARY

Account/Fund Name	Cash (\$)	Investments (\$)	Total (\$)
Projects and Contingency (PCF)	197,738	1,225,000	1,422,738
Wholesale Impact Fund (WIF)	252,442	3,640,000	3,892,442
Retail Impact Fund (RIF)	0	0	0
TOTAL RESTRICTED FUNDS	450,180	4,865,000	5,315,180

Combined Total for All Funds

Cash Investments Combined

See additional sheets for investment information

Account Notes:

Cash is based on Wells Fargo numbers as of morning of 3/29/24 and not the usual end of the month balances.

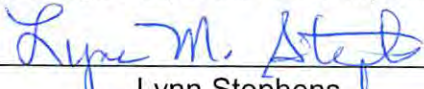
INDEPENDENT RECONCILIATION OF ACCOUNTS

All transactions for all funds have been satisfactorily reconciled by an independent accounting firm for the month of February 2024: YES NO

See attached document from independent accountant.

Reconciliation Notes:

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



 Lynn Stephens
 OJRSA Secretary/Treasurer

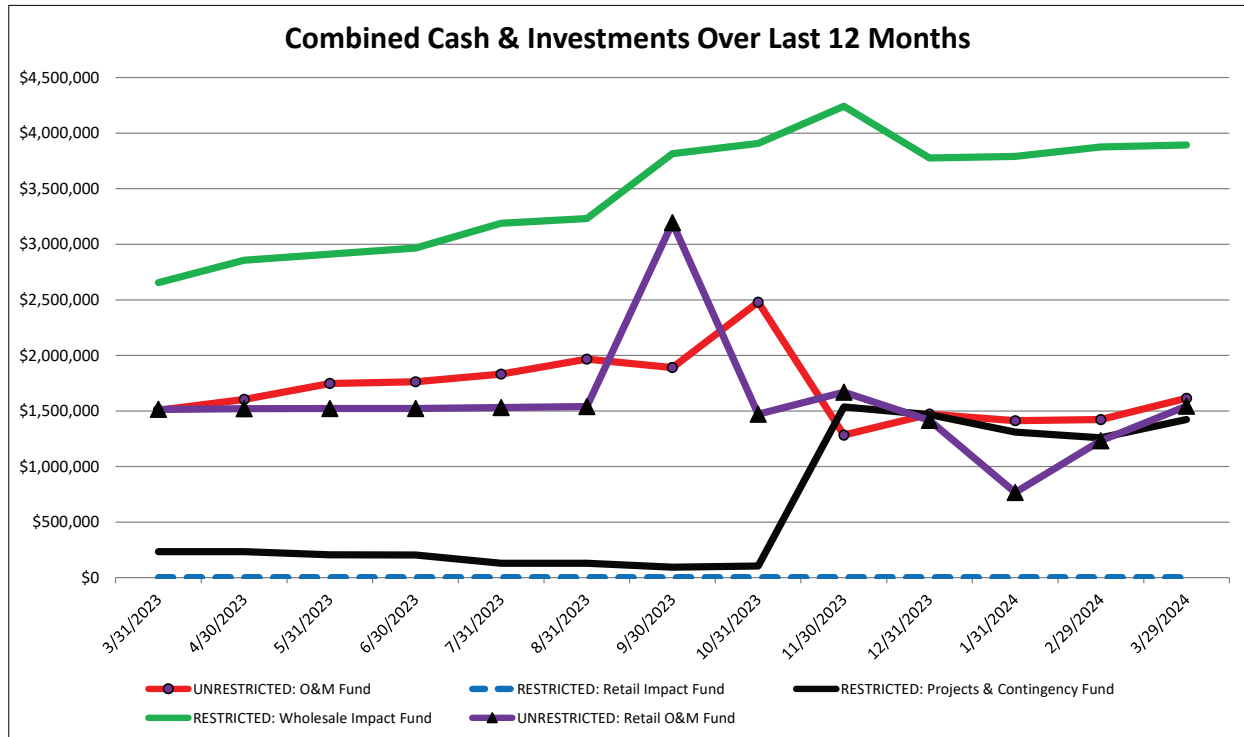
INVESTMENTS UPDATE

Maturing Investment	Fund Code	Maturity Date	Amount (\$)	To Be Reinvested?	
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No
				Yes	No

See additional sheets, if necessary

Investment Notes:

See additional sheets for 12-month cash and investment trends and other information.



Year-to-Date Budget vs. Actual information for OJRSA funds is not provided this month due to the final day of the month falling on a weekend or holiday. Data can be obtained at the following Finance & Administration Committee Meeting or at the next Board of Commissioners Meeting.



STANCIL
COOLEY ESTEP
& STAMEY, LLP

*Certified Public
Accountants*

631 ByPass 123
P. O. Drawer 1279
Seneca, SC 29679

(864) 882-3048
Fax 882-7489

602-5 College Avenue
Clemson, SC 29631

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March 29, 2024

Lynn Stephens
Oconee Joint Regional Sewer Authority
623 Return Church Road
Seneca, SC 29678

RE: Bank Reconciliations for OJRSA February 2024

Dear Lynn,

We have completed the bank reconciliations for the Oconee Joint Regional Sewer Authority for the month ending February 29, 2024. Copies of the bank reconciliations are attached for your review. Please contact me if you have any questions.

Sincerely,

Susan M. Stamey, CPA
Enclosures

From: [bookkeeping](#)
To: [Lynn Stephens](#)
Subject: Feb 2024 Bank Reconciliations
Date: Monday, March 4, 2024 10:54:36 AM
Attachments: [Feb 2024 Bank Reconciliations.pdf](#)

Good morning,

I hope you had a good weekend. Please see attached bank reconciliations for February 2024. All accounts reconciled with no issues. The Retail Impact Fund account reconciled with a zero balance. Please let me know if you have any questions or concerns.

Thank you,

Jared Williams
Stancil Cooley Estep & Stamey, LLP
Bookkeeper
Phone : (864) 882-3048



L. Grant Close, III

SHAREHOLDER

t. 864.282.1102
GClose@maynardnexsen.com



Suite 900
104 South Main Street
Greenville, SC 29601

Practices

Litigation
Employment & Labor Law

Education

Charleston School of Law
(2007, J.D.)

Wofford College
(2004, B.A., *magna cum laude*)

Admissions

State Bar: South Carolina

Grant Close is a Shareholder in our Greenville, South Carolina office, where he helps employers navigate employment and labor laws. Grant is experienced in defending employers against federal and state court lawsuits involving wage and hour matters, non-compete agreements, leave laws, employment contracts, and discrimination and harassment lawsuits. Grant has represented companies in class and collective actions claiming unpaid overtime wages.

Grant advises employers on compliance with the Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act, and other workplace laws.

Grant has experience in various industries, including higher education, construction, health care, home health, retail, special purpose districts, and non-profit.

Grant also advises clients on Form I-9 and E-Verify compliance and audits by U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), and the U.S. Department of Justice's Civil Rights Division.

Grant also represents clients in audits and investigations by other government agencies including the U.S. Department of Labor (DOL), Equal Employment Opportunity Commission (EEOC), South Carolina



Human Affairs Commission (SCHAC) and the Department of Labor, Licensing and Regulation (LLR).

Before joining the firm, Grant was a Partner with a national labor and employment law firm's Spartanburg, South Carolina office, where he practiced for more than a decade.

Grant received his Bachelor of Arts, *magna cum laude*, from Wofford College before receiving his J.D. from the Charleston School of Law

Recognitions

- "Strong Foundations Award" by Habitat for Humanity of Greenville County, 2020
- "South Carolina Rising Stars" by *Super Lawyers* magazine, 2014-2021
- Graduate of Leadership Spartanburg
- Listed in *Best Lawyers in America* for Litigation - Labor and Employment (2023-present) and Employment Law (2024)
- Recognized by *TALK Greenville Magazine*, Top Lawyers, 2023

Community & Professional

- South Carolina Bar Association
 - Young Lawyers Division, Circuit Representative
- American Bar Association
- Blue Key National Honor Society
- Spartanburg Methodist College Board of Trustees, 2023

Speaking Engagements

12.01.2021

Maynard Nexsen Employment Law Certificate Series: The Biden Administration: Recap of the First Year

12.10.2020

South Carolina Association of CPAs: Employment Law Issue Spotting for CPAs

06.09.2020

South Carolina Association of CPAs Spring Splash: Employment & Labor Law in the Year of the Covid-19 Pandemic

- "Marijuana in the Workplace," Maynard Nexsen's Employment Law Briefing - Greenville, October 31, 2019

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE) AGREEMENT

THIS AGREEMENT is hereby entered into this ____ day of April, 2024, by and between the Oconee Joint Regional Sewer Authority, hereinafter referred to as “OJRSA,” and Fountain Residential Partners, hereinafter referred to as “FRP.”

WITNESSETH:

NOW, THEREFORE, OJRSA and FRP, for and in consideration of the mutual promises and obligations set forth herein, agree as follows:

1. OJRSA shall oversee the construction and thereafter furnish wastewater collection services to FRP by way of the Seneca Creek Force Main Replacement Project for up to two (2) FRP projects commonly referred to as the “Paws Diner Project,” and the “TDC/Greenfield Project.” The “Paws Diner Project” is located on tax map parcel numbers 241-02-03-005, 241-02-03-007, 241-02-03-012, 241-00-02-105, and 241-00-02-013 and the “TDC/Greenfield Project” is located on tax map parcel numbers 226-00-04-020 and 226-00-04-024.
2. FRP shall fully fund the installation of the force main required for the projects at no expense to OJRSA pursuant to the minimum design and construction standards of OJRSA based on sound wastewater design principles approved by both the OJRSA and FRP.
3. FRP shall select and enter into a bonded contract with a qualified contractor approved by OJRSA to perform the construction of the projects.
4. OJRSA shall administer and periodically inspect the projects as necessary and shall be paid by FRP for GMC (Goodwyn Mills Caywood) construction administration and inspection services pursuant to a fee schedule to be agreed upon by the parties prior to work on the projects commencing. Thereafter, if any changes are necessary regarding services to be provided by GMC, such changes shall be approved by both OJRSA and FRP in advance of executing any change orders, task changes, etc. All fees for GMC construction administration and inspection services shall be paid to OJRSA by FRP within fifteen (15) days of receiving an invoice from OJRSA.
5. OJRSA shall waive any and all impact fees to serve up to a total of one hundred thousand (100,000) gallons per day for up to two (2) FRP projects that shall be served by the Seneca Creek Force Main Project provided that a SCDHEC issued wastewater construction permit is issued for the FRP onsite sewer systems within three (3) years from the issuance of the SCDHEC permit to operate to the OJRSA for the Seneca Creek Force Main Replacement Project. If the systems on either of the above referenced FRP projects have not been issued a SCDHEC wastewater construction permit within the

three (3) year period following completion of project, the capacity for these site projects shall be returned to OJRSA for allocation to other developments and thereafter FRP shall pay impact fees at the then established rates for projects to be located at or on either of the two (2) referenced sites.

- 6. It is further specifically understood and agreed that this agreement may be assigned by FRP to other developers or development entities approved by OJRSA prior to the start of construction on each of the properties (projects) set forth above; however, approval by OJRSA shall not be unreasonably withheld.

IN WITNESS WHEREOF, we have hereunto placed our hands and affixed our seals, this _____ day of April, 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Fountain Residential Partners (FRP)

Witness

By: _____
Brent Little, President and CEO

Witness

Oconee Joint Regional Sewer
Authority (OJRSA)

Witness

By: _____
Chris Eleazer, Executive Director

Witness

DRAFT For Consideration by OJRSA Board

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT
(AS TO FRP)

I, the undersigned, being a Notary Public for the State of _____, hereby certify that Brent Little, President and CEO of Fountain Residential Partners personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal this _____ day of _____, 20_____.

(Signature of Notary Public) (SEAL)

(Print name of Notary Public)

Notary Public for State of _____
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT
(AS TO OJRSA)

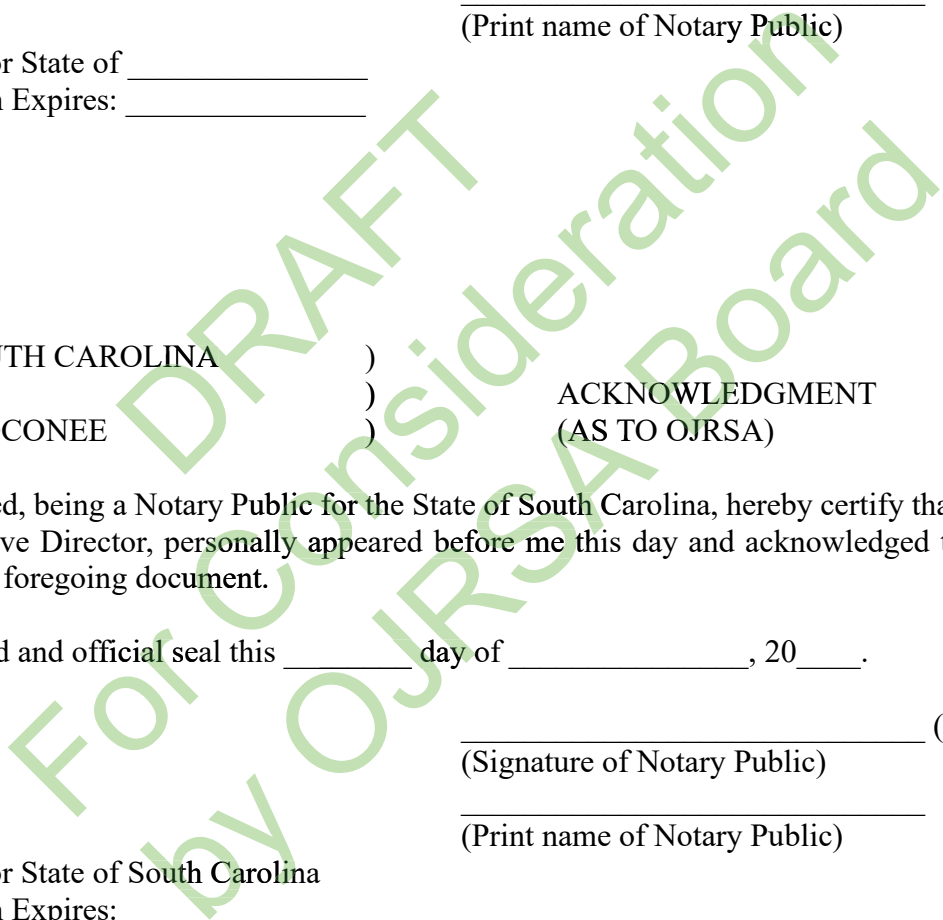
I, the undersigned, being a Notary Public for the State of South Carolina, hereby certify that Chris Eleazer, Executive Director, personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal this _____ day of _____, 20_____.

(Signature of Notary Public) (SEAL)

(Print name of Notary Public)

Notary Public for State of South Carolina
My Commission Expires: _____



AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
KCI Project No. 962309159

THIS AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT (“**Amendment**”) is entered into as of the date of last signature **December 19, 2023** between KCI Technologies, Inc.] (“**KCI**”) and Oconee Joint Regional Sewer Authority (“**Client**”), hereinafter referred to jointly as the “**Parties**” or singularly as the “**Party**”.

1. **Amendment to the Agreement.** The following section[s] of the Professional Services Agreement dated December 4, 2023 (“**Agreement**”) is hereby amended by mutual agreement of the Parties as of the Effective Date:

a) The SCOPE OF SERVICES section of the Agreement is amended by inserting at the end of the section the following:

KCI’s Services, including deliverables, shall also include those services detailed as follows:

Task 4: Preliminary Design

Preliminary Design will take the selected alternatives from the alternatives analysis and PER and complete the 30% stage. It is understood that the project will be delivered with a CMAR Contractor, and the CMAR will be providing input and review of the construction plans and specifications as well as providing Guaranteed Maximum Price (GMP) updates at each design stage. KCI will perform the following Preliminary Design tasks:

- Site survey
- Detailed equipment selection and layout
- 30% design plans and specifications including site plans, mechanical plans, and limited structural and electrical plans
- 30% design review meeting
- 30% GMP review meeting

Task 5: Final Design

Final Design will complete the 60%, 90% and Issued for Construction (IFC) design stages. KCI will perform the following Final Design tasks:

- 60% and 90% design plans and specifications including site, mechanical, structural and electrical design
- 60% and 90% design review meetings
- 60% and 90% GMP review meetings
- Following acceptance of the final GMP by OJRSA Board, prepare IFC plans and specifications.
- It is assumed that design review meetings will be held on-site with the CMAR contractor and the GMP review meetings will be conducted virtually.

Task 6: Permitting and Funding Assistance

Permitting and Funding Assistance will occur concurrently with the design and construction phases. KCI will perform the following Permitting and Funding Assistance Tasks:

- Preparation of DHEC Construction Permit Application. The application will be submitted at the 60% design stage if the plans and specs for permitting have reached adequate completion. If not, the application will be submitted at the 90% design stage.
- Submission of plans and specifications for RIA/SCIIP funding agency review
- Submission of CMAR construction contract for RIA/SCIIP funding agency review

Task 7: Construction Administration

Construction Administration is anticipated to take 14 months to complete. It is assumed that at least 6 months of the construction phase will be minimal activity on-site and not require site visits. KCI will perform the following Construction Administration tasks:

- Upon acceptance of the GMP and authorization to award the construction project, prepare and coordinate the completion and execution of the contract documents. It is anticipated that the project will consist of one prime CMAR construction contract.
- Schedule and conduct a pre-construction conference.
- Shop Drawings:
 - Establish and administer a procedure for receiving and tracking all submittals made by the Contractor.
 - Review, approve, or take other appropriate action in respect to Shop Drawings, Samples, and other data in which Contractor is required to submit, but only for conformance with the requirements set for the in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Such reviews, approvals, or other actions will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
 - KCI shall meet the review schedule as required by the Contract Documents.
- Construction Site Visits
 - Make periodic site visits to the construction site to confirm that design is completed in accordance with the design documents.
 - Visits shall be appropriate to the various stages of construction, and may include attendance at critical activities such as concrete pours.
 - A total of eight (8) visits is included in the scope. Note that these site visits are exclusive of the routine construction observation included in Task 8 (Resident Project Representative).
- Schedule, prepare for, attend, and conduct progress meetings at the project site to include Client staff and Contractor's representative(s). These meetings will normally be held on a monthly basis. Prepare and distribute meeting minutes to all attendees and key team members. A total of eight (8) on-site progress meetings is assumed in the scope, plus six (6) remote meetings during mobilization, demobilization, or other low activity periods.
- Recommend to the Client that Contractor's Work be rejected while it is in progress if, on the basis of the KCI's observations, KCI believes that such Work will not produce a

completed project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.
- Should the Contractor submit claims related to the project and/or modifications become necessary to meet the Client's needs for the project, KCI shall review the claims and/or proposed modifications and advise the Client on the approach for resolution of the related issues. KCI shall review justification for all claims for modifications to the project cost and/or schedule and develop recommendations to the Client for the fair and equitable resolution of such claims. This will include the review and preparation of Change Orders to the Contract.
- Receive and review certificates of inspections, tests, and approvals required by the Contract Documents. KCI's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. KCI shall be entitled to rely on the results of such tests.
- Pay Request Review
 - Determine the amounts that KCI recommends the Contractor be paid, based on such observations and review, that, to the best of KCI's knowledge, information, and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is KCI's responsibility to observe Contractor's Work.
 - By recommending any payment, KCI shall not thereby be deemed to have represented that observations made by KCI to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to KCI in this Agreement and the Contract Documents. Neither KCI's review of Contractor's Work for the purposes of recommending payments nor KCI's recommendation of any payment including final payment will impose on KCI responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on KCI to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- Receive, review, and transmit to the Client maintenance and operating manuals, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and

other data approved as described above.

- Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the Client and the Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of the Client, KCI considers substantially complete, KCI shall deliver a letter certifying the date of the Substantial Completion to the Client and Contractor.
- Prepare a punch list of items for the Contractor to address, assist in resolving punch list items with the Contractor, and perform follow-up visits to verify the satisfactory resolution of all punch list items.
- In company with the Client's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that KCI may recommend, in writing, final payment to Contractor.
- Startup Services
 - Prior to final acceptance, oversee operational testing of the new biosolids components including: digested sludge pumps, polymer system, new presses, and truck loading conveyors. A total of three (3) startup site visits of a maximum of one day each are included in the scope.

Task 8: Resident Project Representative (RPR)

The project construction phase is anticipated to take 14 months to complete. It is assumed that at least 6 months of the construction phase will be minimal activity on-site and not require site visits. KCI will perform the following Resident Project Representative tasks:

- Provide observations services by a Resident Project Representative (RPR) during construction of the work to ascertain the progress of the work and to ensure general compliance with the contract documents. Observation services shall include an average of 12 hours per week including travel time (during the active construction periods) by a qualified project representative. Additional visits will be provided as required during concrete placement, pump station and equipment start-ups, testing activities, and coordination of critical WRF tie-ins.
- Completion time for all construction activities is anticipated within 426 days (14 months) of the issuance of a Notice to Proceed.
- Provide a Resident Project Representative (RPR) to be periodically present at the project site to observe and document quality and progress of construction. RPR tasks are inclusive but not limited to the following:
- Report to the Client whenever Resident Project Representative (RPR) believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- Inspections, Tests, and System Start-ups:
 - Consult with the Client staff in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Engineer's personnel, and that Contractor maintains adequate records thereof.

- Observe, record appropriate details relative to the test procedures and systems start-ups.
- Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, and record the results of these inspections.
- Records:
 - Prepare a report (for each site visit) recording Contractor's hours on the site, subcontractors present at the site, weather conditions, data relative to questions of change orders, work change directives, or changed conditions, site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - Photograph (or video when practical) work in progress or site conditions.
- Reports:
 - Furnish to the Client periodic reports (monthly) of the progress of the work and of Contractor's compliance with the progress schedule.
 - Furnish to the Client copies of inspection, test, and system start-up reports.
 - Review applications for payment with Contractor for compliance with the contract documents and progress of work.
- Completion:
 - Participate in visits to the site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - Participate in the visit to the site in the company of Engineer and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Task 9: Project Close Out

- Based on "as-built" drawings provided by the contractor, prepare final "Record Drawings" and provide to City both a digital PDF copy and one (1) hard copy.
- Apply for Certificate to Operate with SC DHEC.
- Arrange for the final inspections with appropriate representatives of the Contractor(s), Client, SC DHEC, funding agency, and other appropriate parties.

Contingency: Client Directed Engineering Contingency

The client directed engineering contingency is a separate line item to cover unforeseen conditions, additional scope, or other changes in the scope as authorized by the Client. Authorization must come in writing for use of this contingency.

Deliverables Summary:

- Task 4 – Preliminary Design
 - 30% Plans
- Task 5 – Final Design
 - 60% Plans and Specifications
 - 90% Plans and Specifications
 - For Construction Plans and Specifications
- Task 6 – Permitting and Funding Assistance
 - DHEC Authorization to Construct Permit Application Package
- Task 7 – Construction Administration
- Task 8 – Resident Project Representative
 - Monthly Construction Progress Reports
- Task 9 – Project Close Out
 - Project Record Drawings
 - Application Package for DHEC Certificate to Operate

b) The FEES AND PAYMENTS section of the Agreement is amended as follows:

Task No	Task Description	Fee Type Lump Sum / T&E	Estimated Fee
4	Preliminary Design	Lump Sum	\$27,800
5	Final Design	Lump Sum	\$158,900
6	Permitting and Funding Assistance	Lump Sum	\$10,200
7	Construction Administration	Lump Sum	\$72,800
8	Resident Project Representative (RPR)	Lump Sum	\$64,500
9	Project Close Out	Lump Sum	\$12,900
Contingency	Client Directed Contingency	As Authorized	\$20,000
Total			\$367,100

Agreement Summary:

Original agreement amount:	\$73,200
Net change of prior amendments:	\$0
This amendment amount:	\$367,100
Adjusted Agreement amount:	\$440,300

2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
3. **Agreement Remains in Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each

reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

- 4. **Counterparts.** This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed. Each Party warrants and represents that its respective signatories are duly authorized to execute this Amendment.

KCI:

KCI Technologies, Inc.

BY:



Signature

David J. DePratter, PE
Name

W/WW Regional Practice Leader
Title

3-27-2024
Date

CLIENT:

Oconee Joint Regional Sewer Authority

BY:

Signature

Name

Title

Date

DRAFT
For Consideration
by OURSA Board

I-85 CORRIDOR SEWER EXPANSION PROJECT-OJRSA

CONTRACTOR: MOORHEAD CONSTRUCTION COMPANY ENGINEER: DAVIS & FLOYD, INC.

DATE: MARCH 29, 2024

COUNCIL BRIEFING/UPDATE -

CONTRACTOR CONTINUES LAYING 18" GRAVITY SEWER ALONG SC HWY. 59, WITH APPROXIMATELY 850 LF REMAINING TO BE INSTALLED. APPROXIMATELY 20 SEWER SERVICES HAVE BEEN INSTALLED, AS WELL.

THE 12" FORCE MAIN FROM BROOMWAY PUMP STATION SITE HAS BEEN SUCCESSFULLY PRESSURE-TESTED. THE FORCE MAIN FROM WELCOME CENTER PUMP STATION IS CURRENTLY BEING FILLED AND PREPPED FOR PRESSURE TEST. A PORTION OF GRAVITY SEWER TESTING HAS ALSO BEEN PERFORMED, WITH ADDITIONAL TESTS PENDING.

INSTALLATION OF NEW PUMP STATIONS AT THE WELCOME CENTER AND BROOMWAY LANE CONTINUES, WITH ALL CONCRETE STRUCTURES IN PLACE AND PIPE INSTALLATION ONGOING.

ORIGINAL CONTRACT AMOUNT: \$12,311,447.00

ISSUED CHANGE ORDER NO. 1: (\$467,994.79)

CURRENT CONTRACT AMOUNT: \$11,843,452.21

APPROXIMATE VALUE OF WORK INSTALLED TO DATE: \$7,545,401.92 OR 64% OF CURRENT CONTRACT AMOUNT.

THEY APPEAR TO BE ON SCHEDULE WITH THIS WORK. DEPENDING UPON FINAL DELIVERY SCHEDULES FOR THE PUMPS, THE PROJECT IS CURRENTLY SCHEDULED TO BE COMPLETED IN THE EARLY SUMMER OF 2024.



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Agenda

■ Market Impacts

- *The Last 4 Years*
- *Current Events*

■ Construction Bidders' Concerns

■ How to Navigate the Current Market

- *Construction Method Study*
- *Project Delivery Strategies / Techniques*

■ Summary/Questions

Market Impacts

BLS PPI All Commodities

Jan 2010 – Jan 2020



9.9% Increase in 10 years

Market Impacts

The Last 4 Years

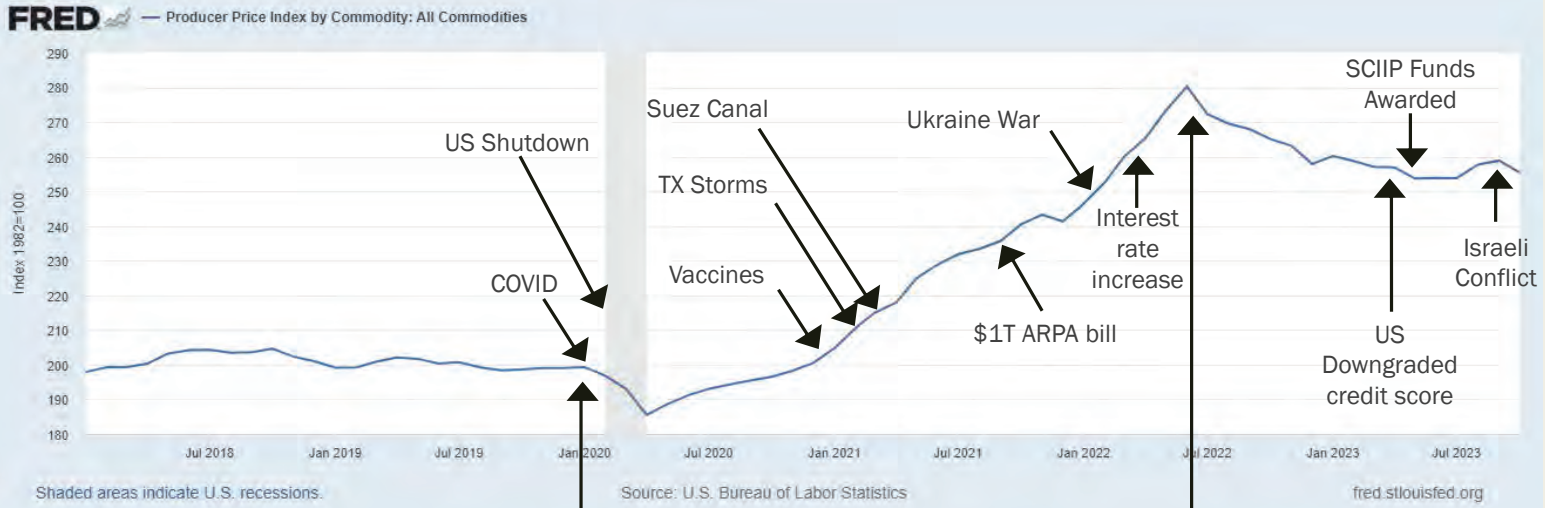


- COVID-19
- Labor Shortages
- Natural Disasters
- Political Unrest
- Back-ups at Ports Worldwide
- Growing Military Conflicts
- Nickel Shortage
- Inflation
- Fuel Pricing Increases
- Resin Shortage
- Microchip Shortage
- Downgraded Credit Rating

Market Impacts

BLS PPI All Commodities

2018-Present



Jan 2020 = 199.3

40.6% Increase in ~2.5 years

Jun 2022 (Peak) = 280.25

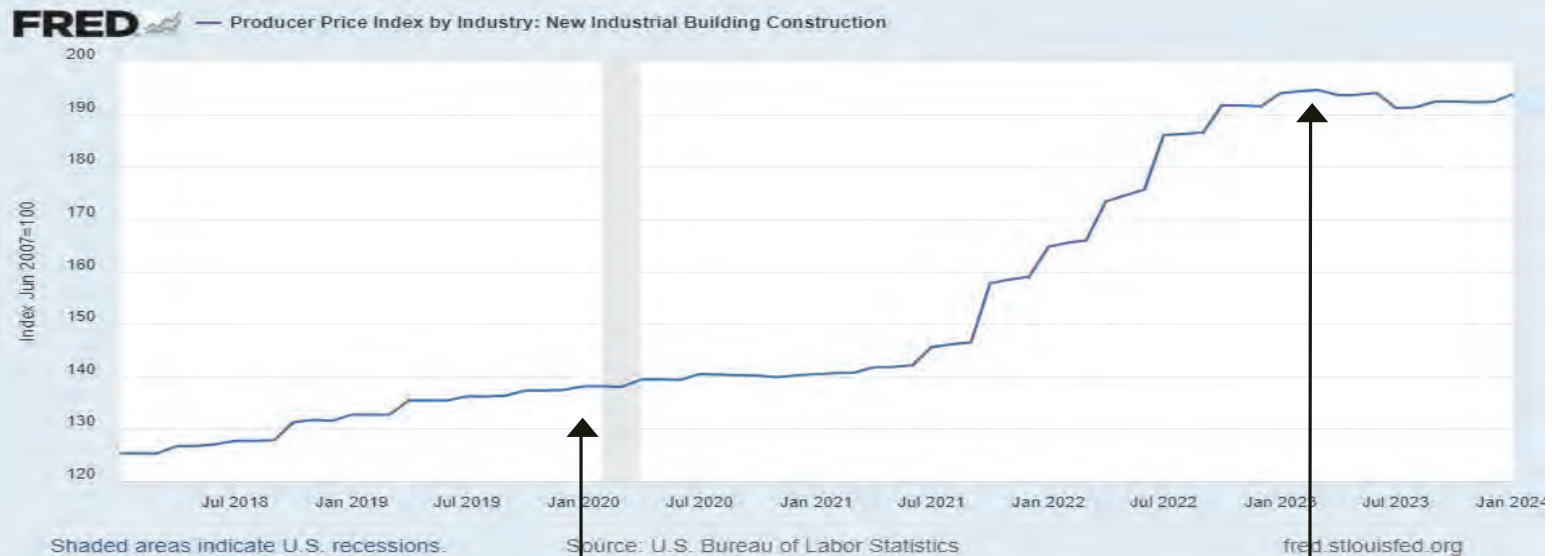
9.7% decrease since the peak

5

Market Impacts

BLS PPI Industrial Building Construction

2018-Present



Jan 2020 = 138.4

38.4% Increase in ~3 years.

Mar 2023 (Peak) = 194.5

Current Events

Election Year Woes

Reduction in US Credit Rating

Semiconductor Facility in Arizona

War in Europe

War in the Middle East

Growing Tensions in South America



Construction Bidder's Concerns



- Labor Shortage
- Supply Chain Delays
- Liquidated Damages
- Interest Rates
- Material Prices
- Weather
- Market Conditions
- Politics
- Owner Requirements

Construction Bidder's Concerns

Job Shortages

>50% Increase in Construction Job Openings



Market Impacts

Labor Rate Changes

Q1 2020 Construction Wages:

National Median: \$30.83/Hr
South Carolina Median: \$26.53/Hr

Q3 2023 Construction Wages:

National Median: \$36.10/Hr
South Carolina Median: \$32.58/Hr

17.1% Increase Nationwide
in labor rates in 3.5 years.

22.8% Increase in Labor
rates in South Carolina
in 3.5 years.

72% of general contractors believe the labor shortage will be their biggest hurdle this year.

Source: Associated General Contractors of America

Construction Methods Study

- Revisiting Project Delivery Performance 1998-2018
- University of Colorado Boulder and University of Florida
- Sample Size: 212

• Which is better? Design-Build, Design-Bid-Build, or CMAR?

Performance Measure	DB vs. CMR	CMR vs. DBB	DB vs. DBB	R ²
Schedule Growth	3.9% less	2.2% more	1.7% less	21
Construction Speed	13% faster	20% faster	36% faster	88
Delivery Speed	61% faster	25% faster	102% faster	89
Unit Cost	1.9% less	1.6% more	0.3% less	99
Cost Growth	2.4% less	1.4% less	3.8% less	22

Recommendations from the Study

- Success Indicators
 - High emphasis on creating a relational culture
 - Repeated use of the same designer and/or builder
- Failure Indicators
 - Lack of experience in the Project Manager
 - Understaffing and Turnover

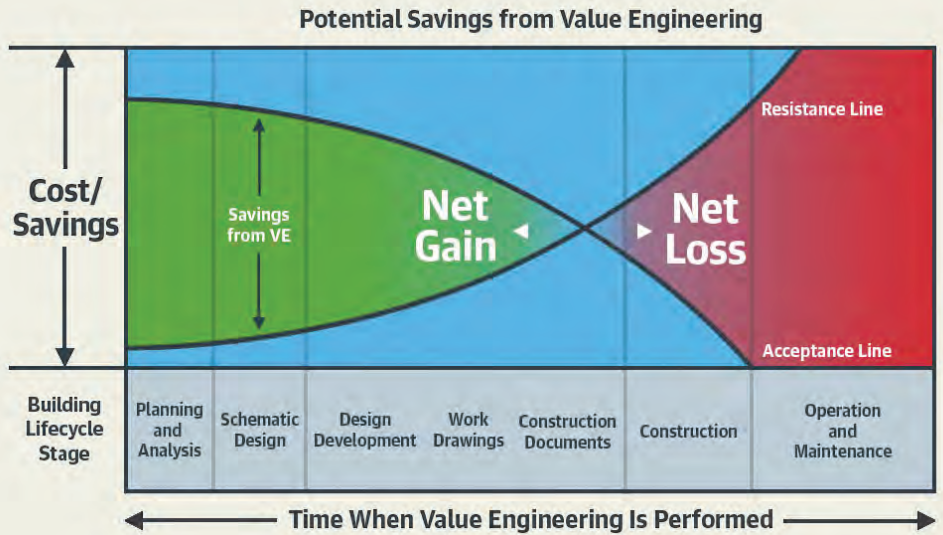


- To Improve Project Delivery Speed
 - Simpler foundation systems – slab on grade
 - Early participation of the Designer/Builder in goal setting
- To Improve Construction Speed
 - Use of DB or CMAR project delivery

Strategies to Navigate the Current Market

Cost Management

- Substitutions
 - Allow for product substitutions
- Partnering
 - Team together
- Schedule Related
 - Pre-purchasing Equipment
 - Clear procurement period
- Value Engineering
 - Design Phase
 - Post Award



Source: <https://www.gordian.com/resources/value-engineering-for-construction/>


Summary

- We will likely face a labor shortage in the next 24 months.
- Material availability continues to be an issue while material pricing appears to be stabilizing.
- Design Build is generally considered to be the most efficient project delivery method.

Questions

Jacob Allen, PE - jallen@hazenandsawyer.com

Jacob Allen is a Principal Engineer for Hazen and Sawyer, DPC an engineering firm focused on water and wastewater. Jacob has 8 years of experience managing and performing design services for various environmental infrastructure projects. In addition, he is part of Hazen's Cost Estimating Group and has extensive experience providing valuation services to large municipal clients.

The Hazen logo consists of the word "Hazen" in a white, serif font, centered within a dark blue rectangular background.