



City of Charleston
South Carolina
Department of Public Service

JOHN J. TECKLENBURG
Mayor

THOMAS F. O'BRIEN
Director
of Public Service

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Monday, March 8, 2021 to begin at 4:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

February 8, 2021 - Deferred

C. Request to Set a Public Hearing

None

D. Old Business

None

E. Acceptance and Dedication of Rights-of-Way and Easements

None

**F. Temporary Encroachments Approved by The Department of Public Service
(For information only)**

1. **64 Rebellion Rd.** - Installing salt void driveway encroaching within the City right of way. This encroachment is temporary. **Approved February 26, 2021**
2. **64 Rebellion Rd.** - Installing 3 irrigation sprinkler heads encroaching within the City right of way. This encroachment is temporary. **Approved February 26, 2021**

3. **98 N. Market St.** – Replacing current awning encroaching above the City right of way. This encroachment is temporary. **Approved February 26, 2021**
4. **145 Nobels Point St.**- Installing 6 irrigation sprinkler heads encroaching in the City right-of-way. This encroachment is temporary. **Approved February 26, 2021**
5. **1009 Striped Ln.** - Installing 4ft wood fence encroaching in the City drainage easement. This encroachment is temporary. **Approved February 26, 2021**
6. **1235 Captain Rivers Dr.** - Installing 6ft wood fence encroaching in the City drainage easement. This encroachment is temporary. **Approved February 26, 2021**
7. **1435 Rivers Cotton Rd.** - Installing 4 irrigation sprinkler heads encroaching in the City right-of-way. This encroachment is temporary. **Approved February 26, 2021**

G. Public Service Department Update

Not at this time.

H. Stormwater Management Department Update

1. Spring/Fishburne US17 Drainage Improvement Project Phase 4 – Approval of Change Order #6 to the Construction Contract with Conti Enterprises, Inc., for \$427,168.75 with the funds coming from the contract's Owner's Contingency Cash Allowance (OCCA) resulting in a \$0.00 change order and no impact on the project budget as a whole. Change Order #6 is for a claim resolution for soils disposal costs and a \$100,000.00 credit for a reduction in outfall H-pile length. Approval of Change order #6 will obligate \$0.00 of the project budget. Costs for the Change Order (\$427,168.75) will come out of the contract OCCA of \$2,000,000.00 (balance of OCCA for the project is \$1,395,590.21).
2. Small Projects Allocation - Discussion of Project Options
3. Project Updates

I. Approval of the USACE Letter of Interest regarding Feasibility Study for Flooding in the City of Charleston

Councilmember Keith Waring,
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Steve Kirk / Stacy Willis DEPT. Stormwater Management
SUBJECT: SPRING/FISHBURNE DRAINAGE IMPROVEMENT PROJECT PHASE 4 WETWELL AND OUTFALL - CHANGE ORDER #6
REQUEST: Approval of Change Order #6 to the Construction Contract with Conti Enterprises, Inc., for a resolution to a claim that Conti submitted for soils disposal resulting in a net cost of \$427,168.75, which will result in a \$0.00 change order using the Owner's Cash Contingency Allowance. This change order also includes a \$100,000 credit for a reduction in outfall H-pile length.

COMMITTEE OF COUNCIL: Wayne Means **DATE:** March 9, 2021
~~February 24, 2021~~

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div SW Mgmt-Project Mgmt Acct # 050358-58240

Balance in Account \$0.00 Amount needed for this item \$0.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of Change Order #6 will obligate \$0.00 of the project budget. Costs for the Change Order (\$427,168.75) will come from the approved OCCA of \$2,000,000.00 (balance of OCCA for the project is \$1,395,590.21).

Mayor's Signature: [Signature]
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

**City of Charleston
Construction Change Order**

PROJECT: SPRING/FISHBURNE US 17 DRAINAGE IMPROVEMENT PROJECT DIVISION II- PHASE 4

CONTRACTOR: CONTI ENTERPRISES, INC.

CHANGE ORDER NO.: 06

1. Description of the Change Order:

1. OCCA #6 dated 19 Feb 2021 with a net increase of \$427,168.75.

a. Excavated Materials Disposal

i. The Measurement and Payment description for Pay Item #17 (Contaminated Waste Disposal) is changed pursuant to the attached document, titled "Measurement and Payment." The unit rate remains unchanged and the contract quantity is reduced to 100 tons.

ii. Pay Item #18 (Soils Disposal) shall be amended to read as follows:

1. The title is changed to Excavated Materials Disposal and covers all costs, including but not limited to, testing, excavation, loading, hauling, disposal, and all other associated costs of any and all material required to be excavated from the project site and requiring offsite disposal up to a maximum of 49,000 tons, excluding excavated material required to be disposed in a Subtitle C Hazardous Waste Landfill (Pay Item #17). Pay Item #18 (Excavated Material Disposal) is a lump sum payment of \$1,425,000.00. All previous payments to the Contractor under Pay Item #17 and Pay Item #18 are to be deducted from Pay Item #18. Upon execution of this change order, the Contractor retracts its Notice of Claim – Contaminated Waste Disposal against the Owner in Letter CON-COC-001. The quantities (45,125 tons) and unit rate (\$14.25/ton) for Pay Item #18 stated in the contract are no longer valid.

2. The Measurement and Payment description for Pay Item #18 (Excavated Material Disposal) shall be amended pursuant to the attached document, titled "Measurement and Payment."

b. A deductive modification of \$100,000.00 to Pay Item #3 (Outfall Piles) shall be made to account for the reduction in required length of the Outfall H-piles. The new Lump Sum payment for Pay Item #3 is \$2,650,00.00.

c. Contractor shall submit an updated Schedule of Values per Section 01320 of the Contract to reflect cost modifications contained herein.

d. Contractor shall be permitted to perform a limited number of Extra Shifts in accordance with the letter from the City of Charleston titled "Permission to Perform Temporary Extra Shift Work" dated 17 February 2021. The Contractor shall abide by all the requirements as stated in the letter or permission to perform the Extra Shift work may be revoked by the Owner at the Owner's sole discretion.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$ <u>51,933,757.00</u>
Change by Previously Approved Change Orders	\$ <u>0.00</u>
Contract Amount prior to this Change Order	\$ <u>51,933,757.00</u>
Amount of this Change Order	\$ <u>0.00</u>
New Contract Amount, including this Change Order	\$ <u>51,933,757.00</u>

3. Adjustments in Contract Time:

Original Date for Substantial Completion	<u>25 June 2022</u>
Change in Calendar Days by Previously Approved Change Orders.....	<u>67 Days</u>
Change in Calendar Days for this Change Order	<u>0 Days</u>
New Date for Substantial Completion	<u>31 August 2022</u>
No Excuse Bonus Completion Date	<u>25 June 2022</u>

4. Amount of this Change Order performed by MBE.....\$ 0

5. By executing this Change Order, the City of Charleston and the CONTRACTOR agree that the above items will be incorporated into the work at the price as noted above. The CONTRACTOR further agrees that the price quoted above includes all costs, both direct and indirect, and that the CONTRACTOR, in accordance with the terms of the Contract, specifically waives its right, if any, to any additional adjustments, including but not limited to, adjustment arising out of delays or disruptions or both caused by this change. This Change Order shall not alter any other provisions of the contract documents except as stated above. The City of Charleston and the CONTRACTOR recognize that this Change Order results from the compromise of a dispute regarding the interpretation and application of the Contract to the scope of work

described herein. The City of Charleston and the CONTRACTOR are hereby entering into this Change Order to avoid further negotiation and/or litigation of the dispute. As such, this Change Order shall not be an admission with respect to either party of the proper interpretation or application of the Contract to future disputes between them, if any. Nothing in this Change Order shall establish a course of performance of the Contract or be utilized in interpreting the remainder of the contract documents.

Davis & Floyd
Engineer

Conti Enterprises, Inc.
Contractor

City of Charleston
Owner

3229 W. Montague Ave.
North Charleston, SC 29418
Address

135 Lockwood Dr.
Charleston, SC 29403
Address

2 George St
Charleston, SC 28401
Address


Signature


Signature

Signature

By: Michael Sutton

By: Kerry D. Kennedy

By: _____

Date: 2/25/2021

Date: 02/23/2021

Date: _____

Measurement and Payment

Paragraph 2.18 from Section 01025, Measurement and Payment, is deleted in its entirety and is replaced with the following:

2.18 (Pay Item 17) Contaminated Waste Disposal:

The Unit Price Bid for Contaminated Material Disposal shall include the costs associated with the additional work specified for excavation, dewatering, hauling in approved vehicles, temporary stockpiling, ground and stockpile covering, protecting uncontaminated materials on the site, sampling, and testing of materials to be removed from areas designated as containing materials requiring disposal in a Subtitle C Hazardous Waste Landfill as per SCDHEC regulations.

This unit price shall also include the costs associated with the disposal of all materials classified as requiring disposal in a Subtitle C Hazardous Waste Landfill as per SCDHEC regulations and as specified or directed and includes loading; hauling the contaminated material in approved vehicles; disposing of it at an approved Subtitle C Hazardous Waste Landfill; and all materials, labor, equipment, tools, supplies, and incidentals necessary to complete the work in accordance with the Plans and Specification, the approved US Army Corps of Engineers permit, the approved US Army Corps of Engineers Work Plan, and other terms of the Contract.

Measurement of the Contaminated Waste Disposal pay item shall be in tons as measured by lift tickets from certified scales provided by the permitted disposal site. Contractor shall ensure trucks are completely emptied of all excavated material placed in the truck at the permitted disposal site prior to leaving the permitted disposal site. Excavated material remaining in the trucks upon leaving the permitted disposal site will not be paid for.

Paragraph 2.19 from Section 01025, Measurement and Payment, is deleted in its entirety and is replaced with the following:

2.19 (Pay Item 18) Excavated Material Disposal:

Payment for Excavated Material Disposal shall be a Lump Sum based on the negotiated rate in Change Order #6 and shall include the costs associated with the additional work specified for excavation, dewatering, hauling in approved vehicles, temporary stockpiling, ground and stockpile covering, protecting uncontaminated materials on the site from contaminated materials, sampling, and testing of any and all excavated materials to be removed from the project site not requiring disposal in a Subtitle C Hazardous Waste Landfill as per SCDHEC regulations.

This lump sum price shall also include the costs associated with the disposal of all materials not requiring disposal in a Subtitle C Hazardous Waste Landfill as per SCDHEC regulations and as specified or directed and includes loading; hauling the material in approved vehicles; disposing of it at an approved site; and all materials, labor, equipment, tools, supplies, and incidentals necessary to complete the work in accordance with the Plans and Specification, the approved US Army Corps of Engineers permit, the approved US Army Corps of Engineers Work Plan, and other terms of the Contract.

Measurement of the Excavated Material Disposal shall be in tons as measured by lift tickets from certified scales provided by the permitted disposal site. Contractor shall ensure trucks are completely emptied of all excavated material placed in the truck at the permitted disposal site prior to leaving the permitted disposal site. Excavated material remaining in the trucks upon leaving the permitted disposal site will not be paid for.

Project: Spring/Fishburne US 17 Drainage Improvement Project Division II (Phase 4)

Contract Date: February 12, 2019

Owner Project Number: NA

NATURE OF THE CHANGES

Contract Change

Description: Pay Item #3 has been reduced by \$100,000.00 to account for a reduction in H-pile length required to be installed. Pay Item #17 (Contaminated Water Disposal) has been reduced in quantity. Pay Item #18 (Soils Disposal) has been changed to a lump payment of \$1,425,000.00 for up to 49,000 tons of material.

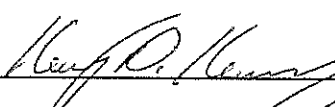
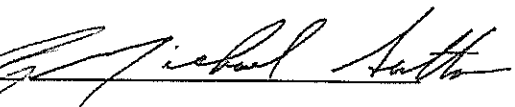
SUMMARY OF COSTS

Labor:	<u>\$0.00</u>	Material:	<u>\$0.00</u>	Equipment:	<u>\$0.00</u>
Insurance & Bonds:	<u>\$0.00</u>	Sub ():	<u>\$0.00</u>	Utility ():	<u>\$0.00</u>
Engineering:	<u>\$0.00</u>	Contractor Fee:	<u>\$427,168.75</u>	Total:	<u>\$427,168.75</u>

CHANGES TO OWNER'S CONTINGENCY CASH ALLOWANCE

Owner's Contingency Cash Allowance, Bid Item 3, Original Amount:	<u>\$2,000,000.00</u>
Previously Approved OCCA to Date:	<u>\$177,241.04</u>
Approved OCCA with this Form:	<u>\$427,168.75</u>
Remaining OCCA:	<u>\$1,395,590.21</u>
Additional Pending OCCA Items:	<u>\$0.00</u>

Not valid until signed by the Owner, Contractor, and Engineer.

Signed		
Print	Kerry D. Kennedy	Michael Sutton
Title	Regional Manager	Project Manager
Date	02/23/2021	2/25/2021

Owner	Contractor	Engineer
City of Charleston	Conti Enterprises, Inc.	Davis & Floyd
2 George St, Suite 2100	135 Lockwood Blvd	3229 W Montague Ave
Charleston, SC 29401	Charleston, SC 29403	North Charleston, SC 29418



JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Stormwater Management

MATTHEW FOUNTAIN, PE, PG
Director

Kerry Kennedy
Conti Enterprises, Inc.
135 Lockwood Drive
Charleston, SC 29403

17 February 2021

RE: Permission to Perform Temporary Extra Shift Work

Mr. Kennedy:

In recognition of the negotiated settlement between the City of Charleston (Owner) and Conti Enterprises, Inc. (Contractor) of the disputed soil disposal costs, and to clarify and improve the scheduled Substantial Completion date of the Work, the Owner and the Contractor have determined that the Contractor will be permitted to perform Extra Shifts for a finite period of time, as defined below, with the Owner paying the costs of the additional necessary inspections. The Contractor recognizes that the Owner will be incurring costs above and beyond those anticipated had the Contractor confined the work hours to those stated in the contract documents, but that the additional work hours and costs are for the benefit of the project.

The permission to perform Extra Shift work is contingent upon the Contractor's signature on the final Change Order #6 document.

The below items have been agreed to by both parties.

Work Shifts:

- The first shift shall continue to be Monday through Friday, 7:00 AM to 5:30 PM.
- The second shift shall be Monday through Friday
 - 8:00 PM to 6:30 AM or
 - 6:00 PM to 4:30 AM

- The time of the second shift will be dependent on the nature of the work as determined by the most recent 4 Week Look Ahead schedule, subject to proper written or electronic notification by the Contractor to the CEI team (see Inspection Scheduling and Notification section below).
- The Saturday shift shall be 8:00 AM to 4:30 PM, hours subject to adjustment by the Owner due to responses (or lack thereof) from citizens, at the Owner's sole discretion.
- The second shifts and Saturday shifts shall be collectively known as Extra Shifts.
- No Sunday work, either production work or maintenance work, will be permitted.
- No production work or Extra Shifts on City-designated Holidays will be permitted.
- Starting 5 April 2021, the Contractor will be allowed to start Extra Shift work.
- The Owner has agreed to pay for the inspection work for 120 Extra Shifts.
 - Extra Shifts shall only be for work in the Wetwell/Headbox/Pump Station area.
 - Any work in the Outfall outside of the first shift work hours (7AM to 5:30PM), not including large concrete placements, shall be negotiated separately and approved on a case-by-case basis.
- It is expected that the Contractor will work the 120 Extra Shifts consecutively, within reason.
- Contractor acknowledges that Extra Shifts shall only be used prior to the Contractual Substantial Completion date and no contract extensions will be granted as a result of these Extra Shifts.

Anticipated work:

- The following work activities are permissible activities as part of this agreement. Additional constraints as stated in this and other sections shall apply to these and all other activities:
 1. Installation of concrete forms
 2. Stripping of concrete forms
 3. Installation of rebar
 4. Placement of concrete
 5. Materials handling and staging as directly related to the activities stated above, with exceptions noted for use of equipment and working hours
 6. Removal of wetwell bracing, with exceptions noted for use of equipment
- The following work activities will be determined on a case-by-case basis, at the Owner's sole discretion, and will be continually evaluated. Additional constraints as stated in this and other sections shall apply to these and all other activities:
 1. Work within the Lockwood Drive Access Shaft
 2. All work at the surface that produces loud noises and requires the use of equipment (other than the Sany crane and light plants). At a minimum, this work shall be concluded by 9:00 PM and cannot be restarted until the beginning of the next scheduled day (first) shift or Saturday shift.
 3. Backfilling operations

Inspection Scheduling:

- Inspectors shall be required onsite for all Extra Shift work to monitor Contractor activity and document noise and lighting.
- Inspector time will be debited as one full Extra Shift.

- The Contractor shall provide a minimum 72-hour notice (not including weekends) of working Extra Shifts.
- The Contractor shall provide a minimum 24-hour cancellation (not including weekends) of work or Contractor shall be charged for the full shift time of the inspectors that were assigned, with exceptions made for inclement weather.

Noise Control:

- Both parties recognize that continued Extra Shift work will depend on, among other things, the ability to mitigate construction noise as much as practical. Minimization of noise shall be performed by the Contractor at the Contractor's expense.
- Backing up of equipment shall be minimized.
- No significant noise-producing activities such as pile driving, sheet pile removal, lift gate banging, deliveries (excluding concrete), etc. shall be permitted during the second shift.
- Contractor shall continually inspect all noise suppressing devices on equipment to ensure their proper function.
- Contractor shall address noise control nightly with crews and subcontractors during the pre-shift Take 5 meetings.

Lighting:

- Contractor shall orient and maintain all lights down toward the ground, Wetwell, or Outfall work areas; away from adjacent buildings; away from rights-of-way; and to be within the project limits.
- Light plants will be permitted at the entrance and exit only during active concrete delivery times and these shall be directed down toward the ground, away from the rights-of-way, and directly on the travel way.
- Contractor shall use hoods or other light-directing devices on the light plants to further direct the light.
- Lighting within the cofferdams is encouraged with all lighting being directed to stay within the work areas in the cofferdams.
- Lighting shall be shut down when not directly in use or when not anticipated to be used for more than an hour.

Public Outreach/Notification:

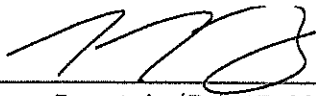
- One week prior to starting Extra Shift work, Contractor shall communicate with Charleston Fire Department and Charleston County EMS to inform them of the anticipated Extra Shift work and discuss emergency response.
- Contractor shall continue to produce and send out the bi-weekly notification emails informing local residents and businesses of the upcoming Extra Shift work. The initial notification shall be coordinated with the Owner at least one week ahead of the anticipated start date of the Extra Shift work to be able to coordinate possible communication from the Owner's Public Information Office.
- Contractor shall continue to provide a 24-hour contact number for responsible Contractor personnel in case of any complaints. All complaints shall be investigated by the Contractor and

reviewed with the Owner. The Contractor shall propose potential corrective actions to be reviewed with the Owner and implemented as directed by the Owner at the Contractor's expense.

The City of Charleston looks forward to the successful completion of this project and continued improvement to the city's drainage and flood control. If you have any questions, please contact Steve Kirk, the Senior Engineering Project Manager at kirks@charleston-sc.gov.

Respectfully,

THE CITY OF CHARLESTON



Matthew Fountain (Feb 17, 2021 14:42 EST)

Matthew Fountain, PE, PG

Director, Department of Stormwater Management

CC: Steven A. Kirk, PE, City of Charleston
Michael Sutton, PE, Davis + Floyd
Jacob Everhart, PE, Davis + Floyd
Moraud Roudsari, Conti Enterprises, Inc.






Letter FINAL extra shift work 20210217

Final Audit Report

2021-02-17

Created:	2021-02-17
By:	Steve Kirk (kirks@charleston-sc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAHAUvsrnD-mt99QZPXlld4y5Fivgql3XYE

"Letter FINAL extra shift work 20210217" History

-  Document created by Steve Kirk (kirks@charleston-sc.gov)
2021-02-17 - 5:39:54 PM GMT - IP address: 174.246.224.116
-  Document emailed to Matthew Fountain (fountainm@charleston-sc.gov) for signature
2021-02-17 - 5:40:40 PM GMT
-  Email viewed by Matthew Fountain (fountainm@charleston-sc.gov)
2021-02-17 - 7:41:02 PM GMT - IP address: 162.205.147.192
-  Document e-signed by Matthew Fountain (fountainm@charleston-sc.gov)
Signature Date: 2021-02-17 - 7:42:52 PM GMT - Time Source: server- IP address: 162.205.147.192
-  Agreement completed.
2021-02-17 - 7:42:52 PM GMT