



WILLIAM S. COGSWELL, JR
Mayor

*City of Charleston
South Carolina*

MANDI HERRING
Interim Section Chief –
Planning, Permitting, and
Engineering
ROBERT SOMERVILLE
Section Chief – Public Works

Chair: Keith Waring
Vice Chair: William Dudley Gregorie
Members: Boyd Gregg, Michael Seekings, Caroline Parker

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on October 27, 2025 to begin at 5:00 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

September 22, 2025

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 Development Services (For information only)

1. **40 Line St.** - Installing two blade signs encroaching into City right of way. This encroachment is temporary.
2. **32 Cumberland St** – Installing blade sign encroaching into City right of way. This encroachment is temporary.
3. **185 Saint Philip St.** – Installing sign encroaching into City right of way. This encroachment is temporary.
4. **425 Meeting St.** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
5. **559 Old Compass Rd.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
6. **2011 Bees Ferry Rd.** – Installing temporary erosion controls into City maintained right of ways. These encroachments are temporary.

G. Request for Permanent Encroachments

1. None

H. Public Service Department Update

I. Department of Development Services Update

J. Stormwater Management Department Update

1. Cooper/Jackson Drainage Project – Discussion regarding application for a U.S. Economic Development Administration Public Works Grant for installation of drainage improvements in the area of Morrison Drive at Grace Bridge St.
2. Spring/Fishburne Project – Approval of Change Order No.1 to the Lockwood Drive PS Maintenance Service Agreement with Harper General Contractors, Inc. in the amount of \$500,020.96 for sediment removal from the Pump Station shaft in preparation of the main pump commissioning. Funding is available within the Project Budget.

K. Miscellaneous Business

None

City of Charleston
Maintenance Services Agreement Change Order

PROJECT: N/A
(NUMBER)

LOCKWOOD DRIVE PS MAINTENANCE SERVICE AGREEMENT
(PROJECT NAME)

CONTRACTOR: HARPER GENERAL CONTRACTORS, INC.

CHANGE ORDER NO.: 01

1. Description of the Change Order:
(Reference any attachments by name and date)

This Change Order authorizes Harper General Contractors, Inc. to perform sediment removal from the Spring-Fishburne Pump Station shaft that accumulated during the construction and commissioning of the surface collection and deep tunnel systems in preparation of the main pumps' commissioning, more fully set forth in Exhibit A to this Change Order ("Work"). The Work is not on-going work. Portions of this Work may be completed in 2025 and 2026.

This Change Order modifies the Maintenance Services Agreement dated October 25, 2023 to add this Work to the Scope of Work under the Maintenance Services Agreement.

This Work performed under this Change Order is based on Time and Materials rate, attached as Exhibit B. The annual Not-to-Exceed amount of \$400,000.00 does not apply to this Work so long as this Work does not exceed the amount of this Change order and is completed within the City's 2025 and 2026 fiscal years.

All invoices submitted pursuant to this Change Order shall be submitted separately from the MSA.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$	<u>NTE 400,000.00 per fiscal year</u>
Change by Previously Approved Change Orders.....	\$	<u>0.00</u>
Contract Amount prior to this Change Order	\$	<u>NTE 400,000.00 per fiscal year</u>
Amount of this Change Order	\$	<u>500,020.96 (one time)</u>
New Contract Amount, including this Change Order	\$	<u>900,020.96 distributed over City's FY2025 and FY2026 only.</u>

3. Adjustments in Contract Time:

Original Date for Substantial Completion	<u>N/A</u>
Change in Calendar Days by Previously Approved Change Orders..	<u>N/A</u>
Change in Calendar Days for this Change Order	<u>N/A</u>
New Date for Substantial Completion	<u>N/A</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 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 change 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.

<u>N/A</u> Engineer	<u>Harper General Contractors, Inc.</u> Contractor	<u>City of Charleston</u> Owner
<u>N/A</u> Address	<u>35 West Court St., Suite 400</u> <u>Greenville, SC 29601</u> Address	<u>2 George St</u> <u>Charleston, SC 28401</u> Address
<u>N/A</u> Signature	 Signature	 Signature
By: _____	By: <u>Michael Odom</u>	By: _____
Date: _____	Date: <u>10/10/29</u>	Date: _____

Exhibit A
Scope of Work under this Change Order

A. Scope of Work:

- Contractor shall perform and furnish the construction services, labor, materials, and equipment (the "Work") for the Project in accordance with the Contract Documents furnished by Owner ("Contract Documents").
 - i. Attachment 001: Time and Materials Cost Estimate
 - ii. Attachment 002: Davis & Floyd Piping Modifications
 - iii. Attachment 003: Davis & Floyd Grating and Handrail Modifications
 - iv. Attachment 004: Godwin Pump Proposals
 - v. Attachment 005: Ferguson Pipe Modifications Proposal
- The Work is a Time and Materials estimate based on 20 working days, but final billing will reflect actual Time and Materials spent based on the Master Services Agreement.
- The Work shall include the following:
 - i. Modifications to the 4" DIP (agitation system) and 6" DIP (discharge force main) as detailed by Davis & Floyd.
 - ii. Modifications to the lower platform grating and handrail as detailed by Davis & Floyd.
 - iii. Sediment removal and disposal of approximately 40cy from pump station sump utilizing (2) 60-ton RT Cranes, (1) 6-inch Hydraulic Submersible Pump, and (1) 6-inch Electric Submersible Pump as a backup pump.
 - iv. Installation of MP2 and SDP1 to include all electrical terminations.
 - v. All management, supervision, and general conditions as required to perform the Work.
 - vi. All construction equipment as required to perform scope of Work.
 - vii. All safety equipment as required to perform scope of Work. Includes preparation and enforcement of site-specific safety plan.
- The scope of Work is further clarified by and subject to the following clarifications.
 - i. Material lead time is approximately 8 weeks from approved submittals.
 - ii. Pricing assumes a dive crew for approximately 3-4 days.
 - iii. The Contract includes the one-year warranty for correction of defects in the Work due to faulty materials or workmanship as set forth in the HarperXS Standard Terms and Conditions.
 - iv. Contractor is not a licensed design professional. Contractor will not and shall not be required to perform or provide design services or design documents in connection with the Work. Contractor will not and shall not be required to retain any third party to perform or provide design services or design documents in connection with the Work. All design services or design documents to be performed or provided in connection with the Work (if any) shall be provided by Owner or a third party separately employed or retained by Owner, and Owner shall be fully responsible for the adequacy and completeness of any such design services or design documents.
- The scope of Work is further clarified by and subject to the following exclusions.
 - i. Removal and maintenance of MP1.
 - ii. Pressure testing of the 4" and 6" DIP modifications.
 - iii. Treatment process performance guarantees.

- iv. Existing structure condition guarantees.
- v. Electrical, SCADA, controls and/or integration work (unless specifically stated otherwise herein).
- vi. Permitting (including obtaining or paying for building permit) and/or DHEC compliance
- vii. Material and/or geotechnical testing.
- viii. Performance and Payment Bond.
- ix. Any work not explicitly described above as being included in the scope of Work.

B. Schedule:

- 1. Contractor shall complete the Work within a reasonable time under the circumstances. Liquidated damages, or other penalties associated with delivery times are not applicable to this agreement.
- 2. This proposal is based on the estimate of 20 working days.
- 3. Mobilization is tentatively scheduled for January 2026.

C. Compensation to Contractor for Performance of the Work – Time and Materials Basis

- 1. Pricing provided in this proposal is valid for a period of 10 business days from the date distributed.
- 2. The estimated Time and Materials amount is \$500,020.96
- 3. Time and Materials billing will be in accordance with the Master Services Agreement between Harper General Contractors and the City of Charleston.

D. Harper General Contractors: Licensed, Bonded, & Insured

- Licensed in:
 - SC: Unlimited Building (BD5), Water/Waste Plant (WP5) & Water/Sewer Lines (WLS)
 - NC: Unlimited Building (BD), Water/Waste Plant & Lines (PU)
 - GA: Unlimited Building (GC), Utility Contractor (UC)
- Bonded: 45+ year with Chubb Surety, A++ rating
- Insured: Workman's Comp, General Liability, Auto, Umbrella, Pollution Liability

Exhibit B

Billing Breakdown

PROJECT: MP2 and SDP1 Install (Mobilization TBD)
Date: 9/23/2025

Harper All-In Labor *See attached Rate Schedule A (rates include OH&P)*

Employee	Position	Total Hours	Rate	Extended Cost
Randall Smith	Maintenance Journeyman	160	\$ 134.42	\$ 21,507.20
Mike Baker	Maintenance Apprentice	160	\$ 94.10	\$ 15,056.00
TBD	Maintenance Apprentice	160	\$ 94.10	\$ 15,056.00
TBD	Maintenance Apprentice	160	\$ 94.10	\$ 15,056.00
TBD	Maintenance Apprentice	160	\$ 94.10	\$ 15,056.00
Joe Capriola	Project Manager	200	\$ 149.41	\$ 29,882.00
Mitch Crowdus	Maintenance Apprentice	80	\$ 94.10	\$ 7,528.00
Leigh Greene	Administrative Support	8	\$ 91.29	\$ 730.32
Kendall Wilkerson	Billing and Accounting	8	\$ 103.56	\$ 828.48
Joe Kidd	Safety Coordinator	32	\$ 112.95	\$ 3,614.40
1288.00			Subtotal	\$ 139,370.40

Materials

Company	Item	Cost
Hotels	\$239 per room per night	\$ 38,240.00
Per diem	\$35 per day per person	\$ 5,600.00
Misc Metals	SSTL Handrail Mods	\$ 15,000.00
TBD	Temp Platforms	\$ 6,000.00
TBD	Pipe Supports	\$ 30,000.00
Ferguson	Pipe Modifications	\$ 18,000.00
Ferguson	Temp Connections	\$ 2,500.00
		Subtotal \$ 115,340.00

Subcontract

Company	Item	Cost
Superior Crane	Cranes	\$ 100,000.00
Salmons	Divers	\$ 50,000.00
HEC	Electrician	\$ 7,500.00
		Subtotal \$ 157,500.00

Rental

Company	Item	Cost
Equipment Share	Dump Truck	\$ 5,640.99
Godwin	Electric Pump	\$ 18,000.00
Godwin	Hydraulic Pump	\$ 16,000.00
	20% Fuel Charge	\$ 1,128.20
		Subtotal \$ 40,769.18

Final Cost

GRAND TOTAL

Item	Subtotal Cost
Materials	\$ 115,340.00
Subcontract	\$ 157,500.00
Rental	\$ 40,769.18
15% Markup (mat, sub & rent)	\$ 47,041.38
Harper Labor (w/ OH&P)	\$ 139,370.40
Total \$ 500,020.96	