

1. Remote Participation And Viewing

Public Comments can be made in two ways:

1. In person during the appropriate point(s) of the meeting
2. [VIA THE MYCIVIC APP](#) up to 2pm the day of the meeting.

Public Meetings are livestreamed and recordings are archived on the [CITY OF CLEMSON YOUTUBE PAGE](#).

2. Agenda

Documents:

[2025_04_21AGENDA.PDF](#)

3. Meeting Materials

Documents:

[2025_04_07MINUTES.PDF](#)
[2025_04_21PAGEANT.PDF](#)
[2025_04_21TRANSIT.PDF](#)
[2025_04_21CCRC.PDF](#)
[2025_04_21OCCUPANT.PDF](#)
[2025_04_21RECREATION.PDF](#)
[2025_04_21PUBLICCOMMENTS.PDF](#)
[2025_04_21RZNE.PDF](#)
[2025_04_21PARKS.PDF](#)
[2025_04_21ABERNATHY.PDF](#)
[2025_04_21RESURFACING.PDF](#)
[2025_04_21SIDEWALK.PDF](#)
[2025_04_21ENGINEERING.PDF](#)
[2025_04_21MONITORING.PDF](#)



CITY OF Clemson SOUTH CAROLINA

Agenda, Clemson City Council
April 21st, 2025
Council Chamber, Clemson City Hall

6:30 p.m. Call To Order: Regular Council Meeting

Invocation and Pledge of Allegiance: Council Member Evans

Oath of Office: Lt. Davis, Ofc. Moore

Public Session: (3-minute limit per speaker)

Approval of Minutes: April 7th, 2025

Reports/Discussion

- a. Receive a report from Robbin Gilbert of the Miss Clemson Pageant Board of Directors. - Mayor Halfacre
- b. Discuss updating the CATbus Agency Safety Plan to include FTA required updates. - Transit Administrator Brian Fisher
- c. Discuss selecting a date for CCRC joint budget work session with the Town of Central (May 12, 19, or 26) at 5:30pm. – City Administrator Andy Blondeau
- d. Discuss a proposed ordinance change to match the definition of "Occupant" in Section 13-55 of our Rental Housing Regulations to the definition found in section 19-107 of the City's Zoning Code. - Zoning and Codes Administrator Jacob Peabody
- e. Discuss requesting the Parks, Recreation, Arts, Culture and Tourism Committee to study the feasibility of allowing Town of Pendleton residents to be considered in town participants. – Council Member Jones
- f. Staff Reports

Policy Action (2-minute limit per speaker)

- a. Consider 2nd Reading of an amendment to Chapter 2-44 (c) regarding public comments at meetings. – Council Member Boatwright
- b. Consider 2nd Reading of proposed map amendment (rezoning) RZNE-000406-2025 Hwy 93 Parcels. – Planning and Development Director Nathan Woods

Other Policy Items

- a. Consider the addition of the Lawrence Road (One Clemson) property to the Parks Master Plan. – Parks and Recreation Director Jay Bennett
- b. Consider awarding the conceptual design and construction documents contract for the Abernathy Park Redevelopment project to MKSK, Inc. in the amount of \$236,100.00 for conceptual design and a flat fee of 8% the estimated project construction cost for construction documents. – City Engineer Nathan Hinkle

- c. Consider awarding the base bid and all five (5) bid alternates of the 2025 road resurfacing project to Kings Asphalt Inc. for \$1,583,281.00. – City Engineer Nathan Hinkle
- d. Consider awarding the Abel Road/Curtis Circle Sidewalk Improvement project to Trae's Clearing & Grading for \$864,998.00, with a contingency not to exceed \$80,000.00. – City Engineer Nathan Hinkle
- e. Consider awarding a contract for the development of an Engineering Design Manual to Weston & Sampson in the amount of \$86,900.00. - City Engineer Nathan Hinkle
- f. Consider approving a contract for the Downtown environmental monitoring contract to Rogers & Callcot (now Alliance Technical Group) for \$117,000.00. - City Engineer Nathan Hinkle

Mayor-Council reports/comments/new business

Executive Session

- a. Consider Appointments to the Police Advisory Board; SC Code Section 30-4-70 (a)(1)

Note: Upon returning to open session, Council may take action on matters discussed in Executive Session.

Adjourn

Regular Council Meeting
April 7th, 2025
Council Chamber – Clemson City Hall

Public Hearing 5:30 PM: Discuss the proposed City Ordinance to regulate the use of golf carts in the City.

Call to Order: Mayor Robert Halfacre at 6:35 p.m.

Invocation and Pledge of Allegiance: Council Member Smith

Proclamations: Child Abuse Prevention Month, Crime Victims' Rights Week, National Public Safety Telecommunicators Week

Members present: Mayor Halfacre presiding, Council Members Boatwright, Fulmer, Evans, Jones, and Sherrill. Council Member Smith arrived at 5:38 pm.

Absent: None

Notification emailed: April 3rd, 2025 to the Greenville News, the Journal, the Independent Mail, the Post and Courier, the Pickens Sentinel, the Easley Progress; WSNW Radio, WYFF, WSPA, and Fox Carolina.

Public Session: Mayor Pro Tem Boatwright presiding. Comment from Stephanie Platt, 103 Mountain View Lane, regarding the discontinuation of Conversations with Council. Comment from Joanna Schuman, 107 Wescott Drive, regarding appointing a poet laureate for the City of Clemson.

Approval of Minutes: Minutes from the Regular Council Meeting March 17th, 2025 approved as presented.

Reports/Discussion

Listen to a presentation on Clemson Homelessness. – Police Chief Jorge Campos and Clemson Community Care Executive Director Karen Carter both presented. Around 10 homeless people are in the City year round. and various amounts of transient homeless people who move through Clemson throughout the year. The closest homeless shelter is in Seneca with intake only on Wednesday. One of the biggest homeless needs are a place to bathe and use the bathroom. The City of Easley and the City of Pickens also have resources, but the issue with those locations is the lack of public transportation there. Law enforcement cannot make homeless individuals go anywhere unless they go voluntarily. Chief Campos used an example of “if you build it, they will come,” for issues that come with adding resources. Pickens County School District has a special department to help students experiencing homelessness. Chief Campos also suggested supporting other local non-profits that help the homeless as an alternative.

Update of the current status for going live with on-street metered parking. – Parking Manager Rebekah Wilbanks presented that the current goal is to go live on May 5th with on street metered parking. The current rate is \$1.50 per session with the first 30 minutes free and a limit of two hours. The marketing plan is to pass out flyers to downtown businesses, inform downtown business owners at a merchants meeting, use social media, and use television interviews to help inform the public. The first week will be warnings only, with enforcement for tickets the next week based on warning volume. Council Member Fulmer mentioned posting flyers in the windows of downtown businesses.

Discuss the addition of the Lawrence Road (One Clemson) property to the Parks Master Plan. – Parks and Recreation Director Jay Bennett presented that 3 places would need to be added in the current Parks Master Plan. Council Member Boatwright highlighted that this is part of the planned development agreement. The area is currently only grass until Parks and Recreation decides on its best future use.

Request a Public Hearing Date for 2024-R-04 proposed text amendment (Bonding Commercial in Mixed-Use). – Zoning and Codes Administrator Jacob Peabody presented that this proposal is reflective of feedback from citizens and council members to help fill vacant retail space. The current statistics for vacant retail is 9% in the City, compared to the national average of 15%. The public hearing on this issue was scheduled for 5:30 pm on May 5th.

Staff Reports: City Administrator Andy Blondeau: Clemson Music Festival is this weekend. The first meeting in June needs to move from June 2nd to June 9th due to quorum issues.

City Clerk Jeremiah Jackson: PCMA on 4/22 in Central. The Police Advisory Board opening for a high school student closes next Wednesday.

Policy Action

Consider 1st Reading of an amendment to Chapter 2-44 (c) regarding public comments at meetings. – Council Member Boatwright presented that this amendment is reflective of feedback from the last meeting. Council Members have had limited feedback from the public since the last meeting. Comment from Stephanie Platt, 103 Mountain View Lane, regarding Council Members ability to respond to members of the public during the public comment period. Council Member Jones suggested getting answers on issues brought up during public comment and posting the answers on the City website. Council Member Fulmer made a motion, seconded by Council Member Jones, to approve 1st reading of an amendment to Chapter 2-44 (c) regarding public comments at meetings. Vote on this motion was unanimous.

Consider 1st Reading of proposed map amendment (rezoning) RZNE-000406-2025 Hwy 93 Parcels. – Planning and Development Director Nathan Woods presented an update that addressed the concern of students living there was unfounded due to strict eligibility requirements of the residents. Council Member Boatwright made a motion, seconded by Council Member Fulmer, to approve 1st reading of a proposed map amendment (rezoning) RZNE-000406-2025 Hwy 93 Parcels. Vote on this motion was unanimous.

Mayor-Council reports/comments/new business

Mayor Halfacre: The Clemson Chamber has a new resource guide. He also complimented the work on the new website.

Council Member Boatwright: Complimented the beautiful new website and thanked staff including Sarah Wickham and Bree Sanders for their hard work.

Council Member Fulmer: An update on redefining the mission of EDAC is expected this summer.

Executive Session

Council Member Fulmer made a motion, seconded by Council Member Boatwright, to enter into Executive Session for discussion of negotiations incident to proposed contractual arrangements and/or proposed sale or purchase of property (SC Code Section 30-4-70(a)(2))i. Recreational Property. Receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim and/or other matters covered by the attorney-client privilege, and/or settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim (SC Code Section 30-4-70(a)(2)). i. Civil Action i. Civil Action #2024CP3900901, ii. Civil Action #2025CP3900042.

After discussion, motion was made, duly seconded, and unanimously voted to exit Executive Session and return to open session.

Following executive session, there was nothing to report.

There being no further business, a motion was made, duly seconded, and unanimously approved to adjourn the meeting at 9:34 p.m.

Respectfully submitted,

Jeremiah Jackson, MBL

Approved

By: _____
G. Robert Halfacre, Mayor



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Agenda Item Detail: (expand as necessary for clarification)



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Discuss updating the CATbus Agency Safety Plan to include FTA required updates.

Agenda Item Detail: (expand as necessary for clarification)

Per FTA requirements, an "Infectious Disease" section has been added to the Agency Safety Plan. Currently, City Council must approve any changes made to the Agency Safety Plan.



CLEMSON AREA TRANSIT

Clemson Area Transit Agency Safety Plan

2025

Version Number and Updates

Version Number	Section/ Pages Affected	Reason for Change	Date Issued
1		New Document	6/15/2020
2	4,6,7,9,10,11,13,16, 19,20,22,24,25,	Updated title of Operations Manager and other	7/13/2021
3	6	Safety performance targets chart	12/5/2022
4	Entire Document	Annual ASP Update including the Markup: Changes to 49 CFR 673	12/02/2024
5	Entire Document	General Update Due to Staffing Changes and Preparation for Triennial Review	4/16/2025

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I. Transit Agency Information 673.23 (d)

Transit Agency Name	Clemson Area Transit (CATbus)		
Transit Agency Address	200 West Lane, Clemson, SC 29631		
Title of Accountable Executive	Allison Gantte, Deputy City Manager, City of Clemson The Accountable Executive meets the requirements in 49 CFR § 673.5 and § 673.21(d) (1). Please see the Roles and Responsibilities of the Accountable Executive in Section 4-Safety Management Policy.		
Name and Title of Chief Safety Officer	Brian Fisher, Transit Administrator, CATbus The Chief Safety Officer meets the requirements of § 673.5 and § 673.23(d)(2). Please see the Roles and Responsibilities of the Chief Safety Officer in Section 4 - Safety Management Policy.		
Mode(s) of Service Covered by This Plan	Fixed-route Bus; On-Demand response/paratransit	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus-Clemson Area Transit is contracted with the City of Clemson and other partners to run the day-to-day operations CATbus fixed-route bus service. On-Demand Transit- contracted by Senior Solutions		
Does the agency provide transit services on behalf of another transit agency or entity?	YES	Description of Arrangement(s)	Contracted fixed-route bus service
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	Town of Central-1067 W Main St., Central, SC 29630 City of Clemson- 1250 Tiger Blvd., Clemson, SC 29631 Town of Pendleton- 310 Greenville St., Pendleton, SC 29670 City of Seneca- 221 E North 1st St. Seneca, SC 29678 Clemson University - 105 Sikes Hall Clemson, SC 29634		

System Description

Clemson Area Transit is a public service provided fare-free by Clemson University, the City of Clemson, the Town of Central, the Town of Pendleton, the City of Seneca, the South Carolina Department of Transportation, and the Federal Transit Administration.

The City of Seneca owns their buses but contracts with CATbus to provide fixed-route service (three routes) for the City, Monday through Friday. CATbus also provides one maintenance staff member. The City of Seneca owns and operates the facility where these buses are stored and vehicle maintenance is carried out.

Clemson Area Transit contracts out the delivery of its demand response/paratransit service to Senior Solutions, a private operator.

Agency Safety Plan and Safety Management System (SMS)

CATbus developed this safety plan to comply with 49 CFR Part 673, the PTASP regulation, and the National Public Transportation Safety Plan. This plan also serves as an “SMS user’s manual” that guides us in successfully implementing and operating our SMS.

The FTA defines SMS as: “The formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency’s safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risks.”

Furthermore, SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry’s existing safety foundation to control risks better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully.

Our SMS has four distinct components, which are discussed in subsequent sections of this safety plan:

- Safety management policy
- Safety risk management
- Safety assurance
- Safety promotion

II. Plan Development, Approval, and Updates 673.11 (d)

Name of Entity that Drafted this Plan	Clemson Area Transit (CATbus)	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
Approval by the Board of Directors or an Equivalent Authority	Approval	Date of Approval
	City of Clemson Council	
	Relevant Documentation (title and location)	
	A copy of City Council Resolution R 2020-005 approving the Agency Safety Plan is maintained on file by the SMS Executive (Deputy City Administrator) and the Chief Safety Officer (Transit Administrator) of Transit Services.	
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
	Relevant Documentation (title and location)	

Annual Review and Update of the Public Transportation Agency Safety Plan 673.11 (a) (3)

The Chief Safety Officer will review CATbus's Agency Safety Plan (ASP) by July 1st of each year and update it if needed. If the CSO makes any changes to the ASP, the Accountable Executive will need to approve changes, sign the new ASP, and forward it to the Clemson City Council for review and approval.

III. Safety Performance Targets 673.15 (a) (b)

Safety Performance Targets							
The targets listed below are based on reviews of the previous five years of CATbus 's safety performance data.							
Mode of Transit Service	Fatalities (Total)	Fatalities (Per 100 thousand VRM)	Injuries (Total)	Injuries (per 100 thousand VRM)	Safety Events (Total)	Safety Events (per 100 thousand VRM)	System Reliability (VRM/ failures)
Fixed Route	0	0	0	1	0	1	1

Safety Performance Target Coordination

CATbus's Accountable Executive shares our Agency Safety Plan, including safety performance targets, with the Anderson Clemson Area Transportation Study (ACATS) each year after its formal adoption by the City Council. The Accountable Executive also provides a copy of our formally adopted plan to the South Carolina Department of Transportation (SCDOT). City and CATbus personnel are available to coordinate with SCDOT and the ACATS in the selection of SCDOT and MPO safety performance targets upon request.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	South Carolina Department of Transportation	
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Anderson – Clemson Area Transportation Study (ACATS) is the Metropolitan Planning Organization (MPO)	

IV. Safety Management Policy 673.23 90

CATbus Safety Management Policy Statement (SMPS)

Safety is a core value at Clemson Area Transit (CATbus), and managing safety is a core business function. We will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. CATbus utilizes the Safety Management System (SMS) approach to safety, which is appropriately scaled to the size, scope, and complexity of CATbus, and includes the four pillars of SMS: Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion. CATbus is committed to the following safety objectives:

- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, Managers, Supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization, and all employees will receive appropriate information and SMS training.
- Providing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through CATbus' employee safety reporting program, unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence or a deliberate or willful disregard of regulations or procedures.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing the data provided, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Establishing safety performance targets that are realistic, measurable, and data-driven. Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.
- Reviewing the Agency Safety Plan (ASP) for improvement and making the necessary updates if required in cooperation with front-line staff by conducting periodic safety meetings to address safety issues, facilitating sessions with front-line staff regarding potential updates to the ASP, and having front-line representation on the Safety Committee.

Furthermore, CATbus realizes that our most valuable asset is our Transit Workers. We are committed to ensuring their safety by reducing the risk to the lowest possible extent to the number of assaults on transit workers and implementing strategies to limit exposure to infectious diseases by adhering to data and recommendations provided by the CDC or the South Carolina Department of Public Health (SCDPH).

Signed by
City Administrator/Accountable Executive

Safety Management Policy Communication 643.23 (c)

The Chief Safety Officer, who leads our SMS activities, introduced our staff to SMS principles at an All-Staff Meeting. We provided a hard copy of our Safety Management Policy Statement (SMPS) to each employee during the meeting. We posted copies of the Statement on bulletin boards at headquarters and in the operations and maintenance break areas of the operating division. We have also incorporated review and distribution of the SMPS into new hire training and all-staff annual refresher training. We provided the SMPS to the contractor for distribution to its staff.

The CSO and the Safety and Training Coordinator will periodically conduct "bus side" chats incorporating National RTAP's 2 the Point refresher cards system with front-line employees to reinforce and encourage the utilization of the Agency's Transit Worker Safety Reporting Program. CATbus's philosophy is that front-line staff is encouraged to report safety concerns, including assaults on transit workers, near-misses, and unsafe acts and conditions. In addition to the "bus side" chats, there are periodic Safety Meetings with staff to provide timely and accurate feedback to transit workers and what mitigation measures are being employed.

Authorities, Accountabilities, and Responsibilities 673.23

Role and Responsibilities of the Accountable Executive

CATbus Accountable Executive has ultimate responsibility for carrying out the Agency Safety Plan. The Accountable Executive has control or direction over the human and capital resources needed to develop and maintain this Agency's Safety Plan.

The Accountable Executive is accountable for ensuring that CATbus effectively implements its SMS throughout the agency and addresses SMS substandard safety performance. The Accountable Executive is responsible for signing SMS implementation planning documents and endorsing SMS implementation team membership.

The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for CATbus' safety performance cannot be delegated and always rests with the Accountable Executive.

The CATbus Accountable Executive's roles include, but are not necessarily limited to:

- Decision-making about human and capital resources needed to support asset management, SMS activities, and capital investments;
- Managing the TAM (Transit Asset Management) Plan;
- Signing SMS implementation planning documents, and ensuring that SMS is effectively implemented throughout CATbus's public transportation system;
- Ensuring action is taken to address substandard performance in CATbus's SMS;
- Designating an adequately trained SMS Executive and a Chief Safety Officer who are direct reports
- Endorsing SMS implementation team membership; and
- Other duties as assigned/necessary.

Roles and Responsibilities of the Chief Safety Officer (COS) 673.11 (d)

The CSO has the authority and responsibility for developing, implementing, and operating CATbus's SMS. The CSO reports directly to the Accountable Executive for matters involving SMS.

The CSO's roles include, but are not necessarily limited to:

- Developing and maintaining SMS documentation;
- Directing hazard identification and safety risk assessment;

- Monitoring safety risk mitigation activities;
- Providing periodic reports on safety performance;
- Briefing the Accountable Executive on SMS implementation progress;
- Planning safety management training;
- Preventing the spread of Infectious Disease; and
- Other duties as assigned/necessary.

CATbus identifies and documents all the SMS-related organizational accountabilities and responsibilities of the CSO job function.

Agency Leadership and Executive Management Roles

Members of the City of Clemson and CATbus leadership have authority and responsibility for the day-to-day implementation and operation of the agency's SMS.

CATbus Leadership and Executive Management include:

- CATbus Transit Administrator (General Manager)
- Deputy Transit Administrator

The Agency Leadership and Executive Management are responsible for the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Implementation and operation of CATbus's SMS, within the functions for which they have responsibility;
- Providing input into the allocation of resources within the functions in which they have the responsibility to accomplish the goals and objectives of the agency safety plan;
- Accountability for oversight, day-to-day operations, and maintaining compliance with the agency safety plan, within the functions in which they have responsibility; and
- Modifying policies consistent with the implementation of the agency safety plan.

Key Staff Roles

The City of Clemson and CATbus key staff have the following accountabilities and responsibilities of this plan. Their roles include but are not necessarily limited to:

- The SMS-related organizational authorities and responsibilities of key staff include assisting the Accountable Executive and CSO in developing, implementing, and operating the SMS. Based on responsibilities and expertise, key staff assists in hazard identification, safety risk assessment, safety risk mitigation, safety performance monitoring, safety performance measurement, safety training, and safety communication activities.
- Key staff plays a significant role as subject matter experts in hazard identification, safety risk assessment, safety risk mitigation, and safety performance monitoring activities.
- Key staff functions that bring experience and expertise to bear on SMS activities include:
 - Dispatchers
 - Supervisors
 - Bus Operators
 - Vehicle Mechanics
 - Managers
 - Appropriate City employees
- Safety Meetings: A permanent agenda item in all safety meetings is dedicated to safety. Safety issues are discussed and documented. Hazard reports and mitigations will be shared, safety topics brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged.

Employee Safety Reporting Program 673.23 (b)

The City of Clemson has established and implemented a formal safety reporting program for CATbus contracted employees to voluntarily report any safety issues, conditions, or concerns they may see during their day-to-day delivery of transit services. This voluntary safety reporting program is separate from the City's mandatory reporting requirements for accidents and incidents.

The **Employee Safety Reporting Program (ESRP)** provides protections for contractor personnel who report safety issues, concerns, or conditions. The ESRP ensures that discipline will not be applied, and contractor employees have protection against reprisal or any other adverse action for reporting a safety issue, concern, or condition. Contracted personnel who report safety issues, concerns, and conditions are also generally protected under Occupational Safety and Health Administration whistleblower protections.

The ESRP also describes employee behaviors that are not protected under the program and may result in disciplinary action, such as an employee engaged in an illegal act, committed gross negligence, or deliberately or willfully disregarding regulations or procedures.

The ESRP clarifies:

- What to report, what not to report, and how to report;
- What managers should do when employees report safety concerns;
- How reports are documented; and
- How employees will receive feedback about the results of their reports.

The reporting system is simple to use and available to all CATbus contracted personnel. The ESRP addresses the following:

- Who is responsible for developing and managing the employee safety reporting program;
- Timely response to employee safety reports.
- How the agency provides feedback to employees on the action(s) taken to address the reported safety issue, condition, or concern;
- Investigation of reported safety issues, conditions, or concerns for causal or contributing factors.
- How the transit system documents and reviews safety issues, conditions, or concerns to determine if a hazard exists; and
- If the issue is determined to be a hazard, how the hazard is then entered into the safety risk management process?

The City of Clemson is committed to providing feedback to contracted personnel who report a safety issue, condition, or concern. This feedback is provided either directly in a one-on-one conversation or through the safety meeting platform. The feedback addresses what, if any action, will be taken to address the reported safety issue, condition, or concern (**673.31**).

Contracted personnel report safety issues, conditions, or concerns on the accident/incident report form, or the CSO fills out the form if contracted personnel report verbally. Dispatchers keep a hazard log to record issues, conditions, or concerns reported via radio by Bus Operators.

More detailed documentation of the ESRP is on file in the Accountable Executive's office and the CSO's office. A description of the ESRP was distributed to all current contracted personnel during the training provided on employee safety reporting. The new-hire orientation process will inform new contracted personnel of the ESRP.

V. Safety Risk Management 673.25

CATbus uses the SRM process as a primary method to ensure the safety of operations, passengers, contracted employees, and vehicles. It is a process wherein hazards and their consequences are identified, assessed for potential safety risks, and resolved in a manner acceptable to CATbus's leadership. The CATbus SRM process allows us to carefully examine what could cause harm, and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

The SRM process applies to all elements of the system, including operations, vehicle maintenance, vehicles, employee training, and supervision.

Overall, the CATbus SRM process includes the following steps that are carried out under the guidance of the CSO with input from appropriate subject matter experts:

Identify hazards

- a. Identify the potential consequences of each hazard
- b. Evaluate consequences in terms of probability and severity
- c. Prioritize risk using our formal risk matrix
- d. Communicate prioritized risk to the Accountable Executive
- e. Based on the Accountable Executive's approval, create safety risk mitigations to eliminate or reduce the effects of hazards.
- f. Implement the mitigation
- g. Create a strategy for monitoring mitigation effectiveness

In carrying out the SRM process, we use the following terms:

- Safety event – Any accident, incident, or occurrence.
- Hazard – Any real or potential condition that can cause injury, illness, death, damage to/loss of facilities, equipment, rolling stock, or infrastructure belonging to CATbus, or damage to the environment.
- Risk – Composite of predicted severity and likelihood of the potential effect of a hazard.
- Risk Mitigation – Method(s) to eliminate or reduce the effects of hazards.
- Consequence – An effect of a hazard involving injury, illness, death, or damage to CATbus property or the environment.

CATbus's overall corporate Safety Risk Management Process is documented in the Agency Safety Plan, copies of which are on file in both the Accountable Executive's and CSO's offices. Information contained in the Agency Safety Plan supports CATbus's activities in hazard identification, safety risk assessment, and safety risk mitigation.

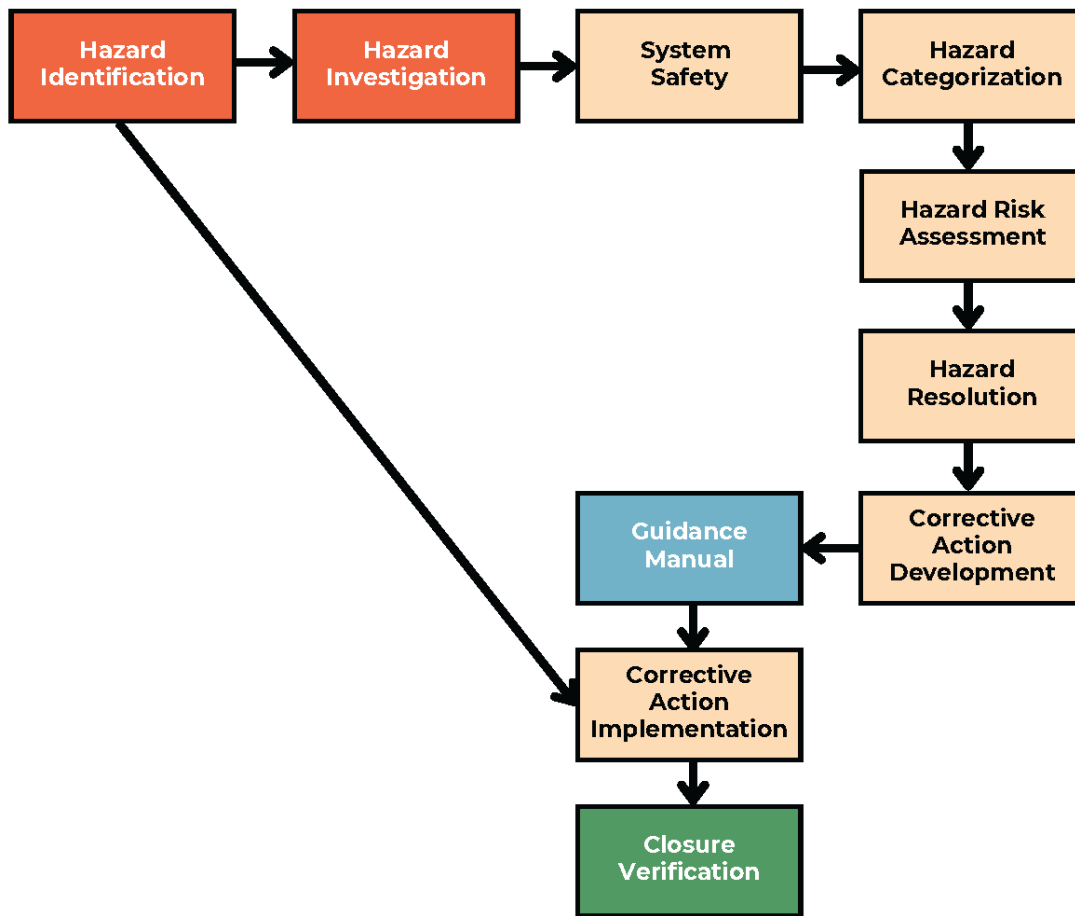


Figure 1. Flow chart demonstrating the process from hazard identification to corrective active implementation and closure verification.

The Accountable Executive and the City of Clemson have responsibility for monitoring CATbus safety risk management processes, procedures, and documentation to ensure its contractor's performance is consistent with the safety hazard identification, safety risk assessment, and safety risk mitigation processes described in this ASP.

Safety Hazard Identification 673.25 (b)

All subsequent safety risk management activities are contingent on effectively identifying sources for hazard identification and the processes to obtain information on hazards.

CATbus has methods and processes to identify hazards and the consequences of the hazards. CATbus is considered, as a source for hazard identification, data, and information provided by the City Council, the FTA, and SCOOT. CATbus also considers the results of its asset condition assessments when performing safety hazard identification activities through its SMS. The results of the condition assessments and safety risk management activities help inform CATbus's determination as to whether an asset meets the state of good repair standards under 49 CFR Part 625.

The CSO is responsible for overseeing and facilitating CATbus's hazard identification process. The CSO is also responsible for documenting identified hazards and ensuring that subject matter experts identify the potential consequences of those hazards. Information related to hazard identification and consequence determination is documented and maintained by the CSO.

The safety hazard identification process offers CATbus the ability to identify hazards and potential consequences in the operation and maintenance of the system. Hazards are identified through a variety of sources, including:

- Employee safety reporting program;
- Review of vehicle camera footage;
- Review of monthly performance data and safety performance targets;
- Observations from supervision;
- Maintenance reports;
- Comments from customers, passengers, and third parties
- Safety Meetings;
- Results of audits and inspections of vehicles and facilities;
- Results of training assessments;
- Results of internal safety audits;
- Investigations into safety events, incidents, and occurrences, and;
- FTA and other oversight authority agencies (such as a mandatory information source).

CATbus's transit-specific hazard identification processes include five main areas of review:

1. Environment
 - a. Weather
 - b. Road Surface Condition
 - c. Visibility
2. Transit Service Characteristics and Agency Policies
 - a. Equipment Maintenance Policies
 - b. Stop Intervals
 - c. Route Design
 - d. Driver Scheduling
 - e. Passenger Demand Schedules
3. Operator
 - a. Experience
 - b. Physical Ability
 - c. Personality
 - d. Psychological Condition
 - e. Physical Condition
4. Road Layout
 - a. Width
 - b. Speed Limit
 - c. Geometric Design
 - d. Traffic Volume
 - e. Capacity
 - f. Parking
 - g. Adjacent Lane Use
 - h. Street Lighting
 - i. Pedestrian Volume
5. Hazard Identification -Accident Prevention/Resolution
 - a. Identify the Hazard
 - b. Remove the Hazard
 - c. When the Hazard cannot be removed, train for the Hazard as a "known condition"

The CSO may conduct further analysis of hazards and consequences to collect information, identify additional consequences, and inform the Accountable Executive which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the CSO may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assess the possible hazardous condition/s, generate visual documentation (photographs and/or video), and take any measurements that are deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (such as records, reports, procedures, inspections, technical documents, etc.);
- Contact other subject matter experts that may have association with or technical knowledge relevant to the reported hazard;
- Review any previously reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process for safety risk assessment and mitigation. This signifies the CSO's belief that immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of the Environmental Protection Agency or SCOOT environmental protection standards.

CATbus involves subject matter experts in safety hazard identification processes by matching the experience and expertise of the individual(s) with the type of hazard to be analyzed. For example, if the hazard is operations-related, then the primary subject matter experts will be from operations; if the hazard is vehicle maintenance related, that type of hazard requires vehicle maintenance expertise and skills.

Determination of the potential consequences of hazards drives our safety risk assessment activities. Hazards in and of themselves do not cause damage. It is the consequences of hazards that cause injuries and death, destroy property, harm the environment, or impair the ability of a transit provider to deliver transit services. Subject matter experts identify the potential consequences of hazards, keeping in mind that a single hazard could have many potential consequences. Each potential consequence is identified and recorded.

Safety Risk Assessment 673.25 (c)

CATbus has processes to assess the safety risk associated with identified safety hazards. These safety risk assessment processes include an assessment of the likelihood and severity of the consequences of the hazards, including existing mitigations and prioritization of the hazards, based on the safety risk. Assessing the likelihood and severity of hazard consequences is the first step in prioritizing safety risk. CATbus established procedures for assessing the safety risk of the consequences of identified safety hazards and prioritizing the hazards based on this safety risk. The agency assesses safety risk in terms of likelihood (the probability of a consequence occurring) and severity (the seriousness of a consequence, if it does occur). A safety risk index provides a rating system to use with a safety risk assessment matrix to prioritize safety risks. The safety risk assessment matrix helps CATbus determine the probability and severity of consequences and allows for the prioritization of safety risks. *Appendix E presents the safety risk assessment risk matrix used by CATbus.*

CATbus chooses subject matter experts to be involved in safety risk assessment by matching the experience and expertise of subject matter experts with the type of hazard under assessment. This assessment is carried out under the guidance of the CSO using the safety risk assessment matrix.

Safety risk prioritization is linked to safety risk mitigation creation. Prioritizing our safety risk provides the Accountable Executive with the information needed to make decisions about resource application. It helps CATbus apply its limited time, financial, and human resources to the highest priority transit safety risk.

The Accountable Executive is the ultimate decision-maker in applying resources to mitigate high-priority transit safety risks. Therefore, the CSO is responsible for communicating high-priority transit safety risks to the Accountable Executive. CATbus defined and documented this process that includes criteria for when high-priority transit safety risks need to be elevated to the Accountable Executive.

Safety Risk Mitigation 673.25 (d)

Developing safety risk mitigations to proactively reduce CATbus's safety risk is the culmination of the safety risk management process. CATbus established processes to identify mitigations or strategies necessary, as a result of its safety risk assessment activities, to reduce the likelihood and severity of its consequences. The CSO is responsible for guiding and overseeing the subject experts during the risk mitigation process at CATbus. The Accountable Executive must approve safety risk mitigations requiring additional resources or changes in agency policy.

CATbus established procedural steps for creating safety risk mitigations to address the potential consequences of its prioritized risk. The steps include how CATbus determines when safety risk mitigation is necessary, and the job function(s) or position(s) that is responsible for creating mitigations. Within these procedural steps, CATbus references any forms, to create mitigations and describes how it will record the results of this activity and where these recorded results are stored or maintained.

CATbus understands that the goal of mitigation is to reduce assessed safety risk to an acceptable level. It is unrealistic that a transit operation can assume that it will be able to eliminate all safety risks.

CATbus's safety risk mitigation steps include:

- Examining the consequences of hazards and their probability and severity
- Develop strategies to reduce the probability and/or severity of those consequences
- Ensure the strategy can be realistically implemented with available resources
- Turn the strategy into a mitigation plan
- Put the mitigation plan into place
- Create a plan for monitoring the effectiveness of the mitigation

After creating a safety risk mitigation, CATbus, under the guidance of the CSO, and with the involvement of subject matter experts, develops and documents a strategy for implementing the mitigation. These implementation strategies include:

- Who is responsible for implementing the mitigation;
- Where the mitigation will reside within agency activities;
- How the mitigation will be implemented; and
- How long implementation should take?

CATbus needs to know that its mitigations are working. When CATbus develops a mitigation, it also defines and documents the way the mitigation will positively impact safety performance so that it can then monitor whether that positive impact is taking place and if the mitigation is effective. Under the guidance of the CSO, the subject matter experts involved in creating a safety risk mitigation also decide on the best ways to monitor the effectiveness of the implemented mitigation by developing and documenting monitoring strategies. These strategies provide consistency in monitoring activities, regardless of whether the mitigation is implemented in operations, maintenance, or administration.

CATbus understands that successful mitigation implementation and monitoring activities depend on having a process for how it will formally communicate mitigation and monitoring strategies to operations, maintenance, or administration staff who will implement and monitor the mitigations. CATbus documented this process that is carried out under the guidance and facilitation of the CSO. This communication feeds cross-functional ownership in SMS processes since employees who create the mitigations may not be the same employees who implement and monitor the mitigations.

Strong documentation of safety risk mitigations feeds safety performance monitoring. CATbus documents how safety risk mitigation activities are carried out and references any forms that it uses during safety risk mitigation activities. The completed records of safety risk mitigation activities are on file with the CSO.

CATbus's objectives for its hazard resolution process are to:

1. Identify areas where hazard resolution requires a change in the system design, installation of safety devices, or development of special procedures.
2. Verify that hazards involving interfaces between two or more systems have been resolved.
3. Verify that the resolution of a hazard in one system does not create a new hazard in another system.

VI. Infectious Disease Preparedness and Emergency Response Plan 49 U.S.C. 5329 (d)

Organizational operations may be adversely affected in the event of a pandemic and should have continuity plans in place to assist in the continuance of their core business. Continuing to operate is vital to an organization's ability to remain a viable entity during times of increased threats from all hazards, man made or natural. Since the threat to an organization's continuity of operations is great during a pandemic outbreak, it is important for CATbus, to have an Infectious Disease Preparedness and Emergency Response Plan (IDPERP) (or annex) in place. While organizations may be forced to suspend some operations due to the severity of a pandemic outbreak, an effective IDPERP can assist an organization in its efforts to remain operational and strengthen its ability to resume operations.

Objective

CATbus is dedicated to the protection of its employees, facilities, and resources. We are committed to ensuring that our company can continue all aspects of its critical business processes during a pandemic and can safely resume normal operations as quickly as possible after a pandemic affects our facility (ies). We place a high priority on developing, validating, and, if necessary, implementing our company's Pandemic Plan.

Purpose and Scope

The purpose of this IDPERP is to provide procedures, guidance, and resources to protect our employees, customers, and the general public in the event of an outbreak of infectious disease. The plan is designed to prevent, prepare, and respond to outbreaks of infectious diseases, including meningitis, tuberculosis, influenza, COVID-19, and other diseases as they arise.

The Occupational Safety and Health Act General Duty Clause, Section S(a) (1), requires employers to provide their employees with a workplace free from recognized hazards likely to cause death or serious physical harm. This plan is designed as a good-faith effort to protect employees' health and safety and includes compliance with applicable and relevant Occupational Safety and Health Administration (OSHA) safety and health standards and regulations.

This plan and related procedures are created by CATbus and are adaptable. It is designed to be modified on an "as needed" based on the specific circumstances, especially in the case of a pandemic

Concept of Operations

CATbus will monitor the severity of the pandemic and establish continuity activation triggers to address the unique nature of the pandemic threat. The IDPERP will be implemented as needed to support the continued performance of core functions. This plan is to be read in conjunction with the CATbus continuity plan, as appropriate. It supplements the continuity plan by addressing considerations and elements specific to pandemic events and emerging infectious diseases.

Terms and Definitions

Active Cases: An infectious disease that can spread from the infectious individual to others.

CDC: Centers for Disease Control and Prevention

Contaminated: Presence or the reasonably anticipated presence of infectious materials on an item or surface.

Decontaminated: Use of physical or chemical means to remove, inactivate, or destroy infectious diseases on a surface or item to the point where they are no longer capable of transmitting infectious particles; the surface or item is rendered safe for handling, use, or disposal.

Epidemic: Widespread occurrence of an infectious disease in a community at a particular time.

Handwashing Facilities: A facility providing an adequate supply of running potable water, soap, and single-use towels or hot air-drying machines.

Infectious Disease: Caused by pathogenic microorganisms, such as bacteria, viruses, parasites, or fungi; the diseases can be spread, directly or indirectly, from one person to another. Infectious diseases do not include tick or insect-borne diseases.

Isolation: Separation of infected persons (or potentially infected persons) from persons who are not infected.

Pandemic: Widespread occurrence of an infectious disease prevalent over a whole country or the world.

Personal Protective Equipment (PPE): Specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (e.g., uniforms, pants, shirts, or blouses) not intended to function as protection against a hazard are not considered to be PPE.

Quarantine: Separation and restriction of the activities of healthy persons who have been exposed to a communicable disease. The aim is to prevent transmission of the disease from potentially infected persons to healthy persons during the incubation period.

Risk Exposure Categories: Worker risk of occupational exposure to infectious disease during an outbreak may vary from high, medium, or low (caution) risk.

High Exposure Risk Jobs
Those with high potential for exposure to known or suspected sources of infectious disease. Employees in this category include: • Healthcare delivery and support staff (e.g., doctors, nurses, and other hospital staff who must enter patients' rooms) exposed to known or suspected infectious disease patients. (Note: when such employees perform aerosol-generating procedures, their exposure risk level becomes very high.) • Medical transport employees (e.g., ambulance vehicle operators) moving known or suspected infectious disease patients in enclosed vehicles. Mortuary employees are involved in preparing (e.g., for burial or cremation) the bodies of people who are known to have, or suspected of having, infectious disease at the time of their death.

Medium Exposure Risk Jobs
• Frequent and/or close contact (i.e., within 6 feet) with people who may be infected with an infectious disease. • In areas without ongoing community transmission, workers in this risk group may have frequent contact with travelers who may return from international locations with widespread infectious disease transmission. In areas where there is ongoing community transmission, workers in this category may have contact with the general public, such as public transportation employees.
Low Exposure Risk (Caution) Jobs
• Do not require contact with people known to be, or suspected of being, infected with infectious disease nor frequent close contact (i.e., within 6 feet) with the general public. Employees in this category have minimal occupational contact with the public and other employees.

Self-Monitoring: Process of monitoring oneself for fever by taking one's temperature twice a day and remaining alert for respiratory symptoms (e.g., cough, shortness of breath, sore throat).

Social Distancing: Self-defense action to protect individuals from contracting a contagious disease. This action includes maintaining a distance of at least 6 feet from other workers.

Responsibilities

Pandemic Plan Administrator/Corporate Staff

1. Develop and maintain IDPERP and any supporting documents.
2. Communicate the IDPERP requirements to facilities via this plan.
3. Assist facilities in complying with this plan.
4. Determine when the facilities should activate the IDPERP.
5. Stay abreast of guidance from federal, state, and local health agencies, and consider how to incorporate those recommendations and resources into facility-specific plans.
6. Identify appropriate cleaning chemicals by consulting information on the United States Environmental Protection Agency (EPA)-approved disinfectant labels with claims against emerging viral pathogens.
7. Review the effectiveness of the IDPERP and ensure the program satisfies the requirements of all applicable federal, state, or local requirements.
8. Develop an emergency communications plan (such as postings, email distribution, and/or facility-wide meetings) to update employees and answer their concerns as needed.
9. Develop and implement up-to-date education and training, based on the most current information provided by CDC or other health agencies, on the infectious disease risk factors and protective behaviors (e.g., respiratory etiquette and care of PPE), as needed, and the IDPERP.

Facility Manager/Facility IDPERP Facilitator

1. Activate the IDPERP when directed by the CEO or designee.
2. Determine the employees' exposure risks for routine and non-routine tasks with higher exposure risks than normal tasks covered by this procedure using a pre-job planning or job hazard/job safety analysis.

3. Provide new-hire, episodic, and annual training for employees.
4. Ensure employees receive the proper PPE and corresponding training.
5. Maintain training records.
6. Maintain appropriate amounts of hand sanitizer, PPE, etc.
7. Ensure regular housekeeping practices are implemented, including routine (daily or more frequent) cleaning and disinfecting of surfaces, shared tools and equipment, and other elements of the work environment. Clean and disinfect the tools, equipment, and areas following relevant CDC guidelines.
8. Contact the Pandemic Plan Administrator/Corporate Staff to provide suggestions for improvements to IDPERP.

Employee

1. Understand the requirements of the IDPERP.
2. Use controls and/or PPE provided by the company to minimize exposure.
3. Notify the facility management if showing symptoms of an infectious disease. If possible, make notifications remotely such as using a radio or a cell phone.
4. Stay home if showing symptoms related to the infectious disease or as directed by a health care provider.
5. Use proper respiratory etiquette, including covering coughs and sneezes.
6. Maintain regular housekeeping practices, including routine cleaning and disinfecting of surfaces, equipment, and other areas of the work environment.
7. Report all exposure/illness incidents following the requirements of the incident/illness reporting procedure.
8. Contact the Facility Manager/Facility IDPERP Facilitator to provide suggestions for improvements to IDPERP.

Availability

Contact Person	Brian Fisher Transit Administrator
Location/Address	200 West Lane Clemson, SC 29631
Phone Number	(864) 654-2287
Email	bfisher@cityofclemson.org

Critical Business Processes

The critical business processes that must keep functioning during a pandemic include:

Business Process	Transportation Operations and Maintenance
Departments/Entities Affected	Bus Operations and Maintenance
Name/Titles of Contacts within Department/Entity	Brian Fisher, Transit Administrator
Name/Titles of Backup(s) of Contacts	bfisher@cityofclemson.org

In addition to critical business processes and people, the following are other critical inputs:

Critical Input	Department of Finance
Location	City of Clemson City Hall Offices 1250 Tiger Blvd Clemson, SC 29631
Function During Pandemic	Fund Allocation, Payroll

Business Impact Analysis

CATbus has conducted a business impact analysis to determine the effect of mission-critical system failures and employee absenteeism on the viability and operations of critical business processes.

Job titles in the organization have been evaluated for exposure determination. The following is a list of all job classifications in which all employees have occupational exposure to a pandemic virus beyond ordinary co-worker-to-co-worker transmission:

Job Title	Department/Location
Management	<i>Office</i>
Maintenance/Mechanics	<i>Facility Wide</i>
Bus Operators	<i>Transit Operations</i>
Dispatchers	<i>Transit Operations Communications</i>

Full-time, part-time, temporary, contract, and per diem employees have been considered above. For this plan site subcontractors or service providers will be treated in the same manner as employees and require the same level of training to enter and operate at our facility.

CATbus has determined that the following scenarios are likely to result in a decrease in capabilities to provide products and/or services during a pandemic:

- Inability to hold gatherings such as staff meetings or training sessions to contain the virus.
- Potential public travel restrictions.
- Potential shortage of services and supplies.
- High absenteeism due to employee and employee family illnesses.
- High burnout rate due to overtime of employees not affected.
- Potential community quarantine.
- School and business closings.
- Power and communication outages.
- Employee fear and anxiety.
- Theft risks associated with a potential shortage of food, medicine, and other daily supplies.

The business impact analysis was examined via a Failure Modes and Effects Analysis (FMEA) (*see Appendix C*):

- Human Impact - extreme (5) to very low (1) - includes the safety, health, and psychological impacts on people during a pandemic);
- Business Impact - extreme (5) to very low (1) - includes financial, compliance, contractual, operational, image, and other impacts.
- Property Impact - extreme (5) to very low (1) - includes property, technology, infrastructure, and environmental damage); and

CATbus computed the total impact rating by adding the human, property, and business impact ratings. Scenario probability is the likelihood rating, including:

- Expected (5)
- Likely (4)
- Moderate (3)
- Unlikely (2)
- Rare (1).

CATbus computed the probable impact by adding the total impact rating to the scenario probability. The travel impact is the degree of travel restriction (high (5) to low (1)) (these include local, state, domestic, and land travel restrictions.)

The negative business impact analysis for a pandemic CATbus:

Scenario 1	Rating	Notes/Comments
Human Impact		
Property Impact		
Business Impact		
Total Impact		
Scenario Probability		
Probable Impact		
Travel Impact		

Business Assessment

In the case of a pandemic incident and this plan is triggered by the CSO or their representative, at CATbus locations or traveler destinations, we will assess the status and impacts and determine our needs and continuity strategies.

Goals and Objectives

Based on our business impact analysis and the latest business assessment, our immediate goals and objectives for containing and recovering from a pandemic include:

- Determining the mission-critical systems and critical business processes
- Determining how long the company can be down
- Setting priorities
- Obtaining and maintaining adequate quantities of critical supplies and services
- Containing the spread of a pandemic
- Keeping critical business processes fully functional
- Keeping critical people healthy; and other goals and objectives.

Our long-term goals and objectives for planning for a pandemic include:

- Planning continuity and recovery strategies
- Eliminating and reducing further risks
- Managing people and tasks,
- Raising and managing funds,
- Other goals and objectives).

Communication

We must have an effective way to reach employees, contractors, temporary employees, union representatives, and others working for our company to inform them of the status of the pandemic approaching or affecting our company and their responsibilities during the pandemic. Also, they must have an effective way to reach management to provide input and notify us of any needs or changes in absenteeism rates and health status. Likewise, communicating with our community and customers about our current capabilities, plans, and delays will help to reduce unnecessary tensions and fears. The audiences we have and the content and methods we use for internal and external communications are as follows:

Audience	Employees, Management Staff, and Riding Public
Content	Service Information
Method	Phone, Internet, Social Media, Memorandums
Procedure	Management Controlled

Brian Fisher, Transit Administrator, will officially declare the dates on which our pandemic containment period begins and ends. Employees will be notified of these dates by phone and memorandum. Once briefed on the business assessment after a pandemic outbreak has occurred at CATbus Brian Fisher, Transit Administrator will prepare a public statement, which may or may not be used. If necessary the CSO or his representative will communicate with the media, as well as keep records of any information released to the media. Under no circumstances shall an employee speak to the media unless authorized.

Inventory, Supplies, and Services

Supply Chain Disruptions

Because our supply chains may become disrupted in a pandemic, we will stockpile the following critical supply inventories during the pre-pandemic stage regular supplies, soap,

rubbing alcohol, towelettes, facial tissue, respirators, packaged food and water, and additional technological equipment for telecommuters and teleconferencing.

Technology

To keep critical business processes operational during a pandemic, we will need the following backed-up databases and electronic and paper documents contracts: a list of employees; payroll records; operating procedures; written Pandemic Plan; a list of personnel; proof of ownership of all property; list of equipment and products; tax records; list of computer and communication equipment at the facility; list of computer software and programs; insurance information; and facility map. Typically, vital records are those that are irreplaceable and necessary to restore critical function.

To meet the possible need to support employee telecommuting and remote customer access, we are enhancing our communications and information technology infrastructures.

Preventive Measures

- Ensure heating, ventilation, and air conditioning filters are cleaned and/or changed regularly. This will ensure optimal air circulation and filtration.
- Encourage respiratory etiquette, including proper covering of coughs and sneezes.
- Encourage and train employees on good hygiene and infection control practices, as well as frequent and thorough handwashing. Provide employees and visitors with lavatories with hot and cold or tepid running water, hand soap or similar cleansing agents, and individual hand towels of cloth or paper (except mobile crews or normally unattended workstations). If soap and water are not immediately available, provide alcohol-based hand sanitizer containing at least 60 percent alcohol to wash hands.
- Encourage and train employees to self-monitor temperature and wellness.
- Encourage sick employees to stay home.
- Ensure that sick leave policies are flexible and consistent with public health guidance and that employees are aware of these policies.
- Talk with companies that provide your business with contract or temporary employees about required training and the importance of sick employees staying home, and encourage them to develop non-punitive leave policies.
- Do not require a healthcare provider's note for employees who are sick with acute respiratory illness to validate their illness or to return to work, as healthcare provider offices and medical facilities may be extremely busy and not able to provide such documentation in a timely way.
- Maintain flexible policies that permit employees to stay home to care for a sick family member. Employers should be aware that there may be an increase in the number of employees who may need to stay home to care for sick children or other sick family members.
- Recognize that workers with ill family members may need to stay home to care for them.
- Provide adequate, usable, and appropriate training, education, and informational material about business-essential job functions and worker health and safety, including proper hygiene practices and the use of any workplace controls (including Personal Protective Equipment or PPE). Informed workers who feel safe at work are less likely to be unnecessarily absent.
- Be aware of workers' concerns about pay, leave, safety, health, and other issues that may arise during infectious disease outbreaks.
- Work with insurance companies (e.g., those providing employee health benefits) and state and local health agencies to provide information to workers and customers about medical care in the event of a COVID-19 outbreak.

Implement Workplace Controls

Occupational safety and health professionals use a framework called the "hierarchy of controls" to select ways of controlling workplace hazards. The best way to control a hazard is to systematically remove it from the workplace, rather than relying on workers to reduce their exposure.

During a COVID-19 outbreak, when it may not be possible to eliminate the hazard, the most effective protection measures are, from most effective to least effective:

- Engineering controls
- Administrative controls
- Safe work practices (a type of administrative control)
- Personal Protective Equipment

Engineering Controls

Engineering controls involve isolating employees from work-related hazards. In workplaces where they are appropriate, these types of controls reduce exposure to hazards without relying on worker behavior and can be the most cost-effective solution to implement.

Engineering controls for COVID-19 may include:

- Isolate anyone who is feeling ill and requires they stay home if they are exhibiting symptoms of COVID-19.
- Install high-efficiency air filters.
- Increase ventilation rates in the work environment.
- Install physical barriers, such as clear Plexiglas panels, or transparent curtains between equipment stations.
- Install a drive-through window or install hand-over boxes for delivery driver paperwork to eliminate the exchange of paperwork (or otherwise minimize density or traffic through an area).
- Provide no-touch-style trash cans in restrooms and lunchrooms.
- Provide no-touch style soap and hand sanitizer stations.
- Provide stylus pens for use on anything with buttons or touch screens.
- Devise hand-over/change-over stations for disinfecting of shared tooling or equipment.
- Require personnel to wear company-issued wristbands that notify personnel if someone is within 6 feet.

Administrative Controls

Administrative controls require action by the worker or employer. Typically, administrative controls are changes in work policy or procedures to reduce or minimize exposure to a hazard. Examples of administrative controls for COVID-19 include:

- Conduct a risk assessment for all on-site processes and fieldwork (work performed away from the facility or office or at a client/customer site)
- Adjust manufacturing flow or staffing.
- Conduct PPE analysis to determine the required PPE and appropriate training.
- Implement cleaning schedules in every work area.
- Delineate 6 feet of space between workstations or operator areas. Tape on floors, cones with rope, or appropriate signage can be used for delineation purposes.
- Maintain a one-month supply of personal hygiene, housekeeping supplies, PPE, and other cleaning and disinfecting materials.
- Encourage workers to self-monitor their temperature and wellness before arrival to work; require sick workers to stay at home. Screen workers entering the workplace:
 - Ask 4-point question Go/No Go determination. If any are answered YES - isolate workers.
 - Have you tested positive for Covid-19?
 - Is your temperature, 100.4 degrees (temperatures will be taken before entry) and do you have a persistent cough, shortness of breath, trouble

breathing, persistent pain or pressure in your chest, or new confusion or inability to awake?

▪ Other

- Minimize contact among workers, clients, and customers by replacing face-to-face meetings with virtual communications and implementing telework if feasible.
- Establish alternating days, shifts, clock-in/clock-out, and lunch/break hours that reduce the total number of employees in a facility or area at a given time, allowing them to maintain distance from one another while maintaining a full on-site work week.
- Determine essential work performed by contractors or temporary staff and postpone non-essential work activities.
- Assign two-way radios. Assign vehicles and equipment, if possible.
- Evaluate contractor pandemic preparedness and response plans and associated protocols and JSAs.
- Encourage staff to bring packed lunches to minimize interaction with the general public.
- Implement risk review procedures for both routine and non-routine tasks and activities as risks are identified (may be done as job hazard, safety, or risk analysis and should include PPE hazard assessment).
- Limit the number of people allowed at any one time in meetings, work areas, elevators, bathrooms, etc., and post instructional signs (in all relevant languages).
- Discontinue nonessential travel to locations with ongoing COVID-19 outbreaks. Regularly check CDC travel warning levels: <https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html> and evaluate travel risks. Ensure only one employee per work vehicle.
- Implement driving limitations for essential work (distance/time).
- Update job safety analyses for each work activity to include COVID-19 considerations.
- Conduct hazard identification assessments and inspections of facility and equipment before personnel report to work. (Examples would include: portable fire extinguishers, and emergency eyewash/shower stations)
- Update visitor/contractor safety briefings to include new protocols about pandemic outbreaks.
- Update new hire orientations to include new protocols about pandemic outbreaks.
- Review substance abuse testing policy covering testing for personnel who have been off work for a specified amount of time.
- Designate isolation areas.
- Conduct respiratory protection training review for those who are required to wear respirators for work activities to eliminate confusion of respirator requirements and face covering requirements.
- Conduct cross-training of workers across different jobs.
- Develop emergency communications plans, including:
 - Provide a forum for answering workers' concerns and internet-based communications, if feasible.
 - Provide workers with remote/in-house up-to-date education and training on pathogen risk factors and protective behaviors (e.g., cough etiquette and care of PPE).
 - Train workers according to their job duties on proper hygiene, PPE, cleaning and disinfecting, telecommuting, travel safety, self-monitoring, etc., and the training requirements of this procedure. Training material should be easy to understand and available in the appropriate language and literacy level for all workers. Document all training.

Safe Work Practices

Safe work practices are types of administrative controls that include procedures for safe and proper work used to reduce the duration, frequency, or intensity of exposure to a hazard.

Examples of safe work practices for COVID-19 include:

- Develop a response team.
- Lock office doors.
- Provide resources and a work environment that promotes personal hygiene. For example, provide tissues, no-touch trash cans, hand soap, alcohol-based hand rubs containing at least 60 percent alcohol, disinfectants, and disposable towels for workers to clean their work surfaces.
- Require regular handwashing or use of alcohol-based hand rubs. Workers should always wash their hands when they are visibly soiled and after removing any PPE.
- Post handwashing signs in restrooms.
- Ensure regular cleaning and disinfection of workspaces following CDC guidelines (*see Appendix B*) and a written schedule for cleaning and method(s) of decontamination based on the tasks and activities being performed in the area.
- Establish social distancing measures based on site-specific details:
 - Prohibit hand shaking or hugging.
 - Prohibit or ensure the following are completed virtually
 - Face-to-face meetings and gatherings.
 - Socializing.
 - Public events.
 - Group Training.
 - Provide an area/room large enough for people to be spread out more than 6 feet apart.
 - Prohibit shared workstations and tools.
 - Arrange workplace layouts to prevent crowding.
 - Allow or require three staggered shifts to keep employees apart.
 - Prohibit employees from eating in lunchrooms, breakrooms, cafeterias, or restaurants.
 - Allow or require staggered lunch periods.
 - Prohibit carpools.
 - Allow or require flexible hours to avoid public transportation rush hours.
 - Allow or require telecommuting for appropriate job positions.
 - Implement a quarantine or isolation area for those who are or may be infected.
 - Suspend recreational activities on company-owned property, including camps and vacation properties, where gatherings occur. Temporarily suspend lunch celebrations and training with carry-in meals.
 - Temporarily suspend food vendors and delivery.
 - Other

Personal Protective Equipment

During an outbreak of an infectious disease, such as COVID-19, recommendations for PPE specific to occupations or job tasks may change depending on geographic location, updated risk assessments for workers, and information on PPE effectiveness in preventing the spread of COVID-19.

Examples of personal protective equipment (PPE) to be provided include:

- Gloves;
- Face shields or goggles;
- Dermal protection; and
- Respiratory protection, such as N95 filter respirator or full-face air purifying respirator or equivalent respiratory protection when appropriate and administered by qualified personnel following a Respiratory Protection Program (29 CFR 1910.134).

A face mask (also called a surgical mask, procedure mask, or other similar terms) on a sick person should not be confused with PPE for a worker; the mask acts to contain potentially infectious respiratory secretions at the source (i.e., the person's nose and mouth).

Check the OSHA and CDC websites regularly for updates about recommended PPE.

All types of PPE must be:

- Selected based on the hazard to the worker;
- Properly fitted and periodically refitted, as applicable (e.g., respirators);
- Consistently and properly worn when required;
- Regularly inspected, maintained, and replaced, as necessary; and
- Properly removed, cleaned, and stored or disposed of, as applicable, to avoid contamination of self, others, or the environment.

Training

Information and proper communication are at the heart of pandemic planning and containment. Our goal is to ensure employee comprehension and understanding of how employees may be exposed to the pandemic virus, what their responsibilities are, and what protective measures they can take. Due to the complexity of a pandemic and the continuity and recovery process, we will provide timely up-to-date training on this plan, with particular emphasis on the following elements:

- Pandemic fundamentals including explanation of the signs and symptoms and the modes of transmission of relevant infectious diseases.
- Methods for recognizing tasks and other activities that may involve exposure to potentially infectious personnel or materials.
 - Methods to prevent or reduce exposure, including appropriate engineering controls, work practices, and PPE and their limitations:
 - PPE: include when to use PPE; what PPE is necessary; how to properly don (put on), use, and doff (take off) PPE; and how to properly decontaminate or dispose of PPE.
 - Explain the basis for the selection of PPE.
- An explanation of the elements of this plan and employee's assigned roles and responsibilities, including:
 - Information on the availability, efficacy, safety, method of administration, and benefits of available vaccines and treatments.
 - Social isolation practices.
 - The appropriate actions to take and persons to contact in an emergency involving potentially infectious materials.
 - An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the available medical follow-up actions.
 - Information on the post-exposure evaluation and follow-up for the employee after an exposure incident.
 - An explanation of the signs and labels used to convey hazards, cautions, and warnings associated with applicable disease(s).
- Hazards of the cleaning chemicals used in the workplace following OSHA's Hazard Communication standard (29 CFR 1910.1200).
- Illness reporting.
- Self-monitoring and wellness requirements.
- Risk assessment process for fieldwork.
- Healthy living practices, e.g., getting proper rest and diet.
- Sick leave, time off, and vacation policies.
- Overtime/wage policies.

- Stay-at-home issues relating to school and childcare closings, and community quarantines.
- At-home care of ill employees and family members.
- Vaccinations, declinations, quarantines, and return-to-work policies and resources.
- Notification procedures activated in a pandemic outbreak situation.
- Hotlines and websites for communicating with employees, vendors, suppliers, and customers.
- Emergency/information contacts.
- Community sources of timely/ accurate pandemic information (domestic and international).
- Employee assistance programs.
- Media relations.
- Getting to work when public transportation is shut down.
- Other

Human Resources

Human resource policies vary by state and company size. During the COVID-19 pandemic, the federal government has provided guidelines around certain leave provisions and procedures that may apply to our site.

Families First Coronavirus Response Act

Applies to US employers with 500 or fewer employees and provides employers with tax credits for paying employees while on leave due to a COVID-19 qualifying reason. Under the Act, individuals must meet one of the following:

1. Are subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. Have been advised by a health care provider to self-quarantine related to COVID-19;
3. Are experiencing COVID-19 symptoms and are seeking a medical diagnosis;
4. Are caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. Are caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or
6. Are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Two provisions under the Act determine the rate of pay an individual is entitled to under the leave program.

- Emergency Paid Sick Leave (capped at 80 hours):
 - For qualifying reasons 1, 2, and 3 employees will receive for each applicable hour the regular rate of pay up to a maximum of \$511 per day, or \$5,110 total over the entire paid sick leave period.
 - For qualifying reasons 4, 5, and 6 employees will receive for each applicable hour 2/3 of the regular rate of pay up to a maximum of \$200 per day, or \$2,000 total over the entire paid sick leave period.

HIPAA Compliance during a Pandemic:

- A positive COVID-19 test is considered Protected Health Information and the name of the individual should not be released.
- If a positive case is identified in the workplace, the Transit Administrator will investigate the exposure of others in the workplace without disclosing the name of the individual or any personally identifiable information about the person.
- If an employer gathers travel inquiries or other health-related information (temperature, etc.) this information should be stored in a locked file cabinet in the Transit Administrator's office from other personnel information and kept confidential.

Temporary closures or reduction in workforce:

Temporary closures or reductions in workforce during COVID-19 may be a necessity due to decreased orders or inability to secure adequate supplies at your work site. Under the CARES Act, employees would be eligible to apply for unemployment benefits through their state unemployment claims offices. The following table provides the ability to outline a possible reduction in force:

- Employees should follow existing procedures for opening an unemployment claim with their state unemployment offices.
- The CARES Act provides extended time over and above existing unemployment policies in respective states to assist workers during the pandemic.
- The federal government is providing the states with an additional \$600 per week payment for those on unemployment benefits due to the pandemic to assist in making workers whole that have lost their positions temporarily due to the economic conditions.
- In general, unemployment payments are not granted to employees who are discharged for misconduct.
- There may be state requirements that will need to be followed in your area to ensure unemployment payments can be granted to your employees.
- Employees are not eligible to collect unemployment payments if they are receiving other forms of pay such as worker's compensation, disability, vacation/PTO pay, and other types of leave payments.
- Unemployment payments would stop when the employee is called back to their position or another position is obtained by that individual.

Record Keeping

All training must be documented and should be stored in a file cabinet or container with other training materials in the Transit Administrator's office.

Transit Employee Safety Committee 673.19

Purpose

For labor and management to cooperatively review safety issues including close calls, accidents/incidents, and hazards, to create an environment and culture whose impact will result in a safer workplace

This committee is made up of staff to include:

- Transit Administrator
- Bus Operator
- Dispatcher
- Maintenance Worker

VII. Safety Assurance 673.27 (a)

CATbus established processes to:

- Monitor its operations for compliance with and sufficiency of its policies and procedures;
- Ensure that it is performing maintenance consistent with its ability to safely meet its operational requirements;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or that were not implemented as intended;
- Conduct investigations of safety events to identify causal factors; and
- Monitor the effectiveness of its employee safety reporting program.

CATbus's Safety Assurance Process documents are on file in both the Accountable Executive's and CSO's offices. Information contained in the CATbus's Agency Safety Plan supports CATbus's activities in safety performance monitoring and measurement.

The Accountable Executive and the City of Clemson have responsibility for monitoring CATbus safety assurance processes, procedures, and documentation to ensure its contractor's performance is consistent with the safety performance monitoring and measurement processes described in this ASP.

Safety Performance Monitoring and Measurement 673.27 (b)

CATbus has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits;
- Informal inspections;
- Regular review of on-board camera footage to assess drivers and specific incidents;
- Safety surveys;
- ESRP;
- Investigation of safety occurrences;
- Safety review before the launch or modification of any facet of service;
- Daily data gathering and monitoring of data relating to the delivery of service, and;
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends both quarterly and annually by the CSO to determine where corrective actions need to occur. The CSO enters any identified non-compliant or ineffective activities, including any resulting mitigations, back into the SRM process for reevaluation.

Operations Monitoring 673.27 (b) (1)

The CSO is responsible for ensuring and documenting the system's compliance with, and sufficiency of its operations policies and procedures. CATbus developed checklists and forms that it uses to drive and document its operations monitoring activities. The CSO maintains this documentation.

Monitoring of compliance with policies and procedures is carried out at the CATbus facilities and throughout fixed-route service delivery. The operational areas that CATbus monitors for compliance with policies and procedures include but are not limited to:

- Bus Operator pre-trip inspections
- Bus Operator behind-the-wheel performance
- Bus Operator passenger assistance
- Bus Operator emergency response

- Dispatch emergency response
- Dispatch passenger assistance response

When CATbus's monitoring activities determine a lack of compliance with operations policies and procedures or inadequacies of those policies and procedures, it then uses this information to feed CATbus's hazard identification and safety risk assessment process.

CATbus has documented:

- Job functions responsible for the different areas of field observations;
- How it will record the results of field observations;
- Where these records are stored, and;
- How it will address hazards or safety issues identified during field observations.

The City of Clemson and CATbus established and documented emergency procedure checklists that the CATbus CSO and dispatchers can readily access to help direct their response to Bus Operators who may experience an emergency during revenue service. These procedures include, but are not limited to:

- Responding to accidents and incidents;
- Evacuating a vehicle under smoke and fire conditions, and;
- Reacting to a potentially dangerous passenger and other security threats.

Vehicle Maintenance Monitoring

CATbus monitors the following areas within vehicle maintenance. It documents all monitoring activities and their results:

- Adherence to preventive maintenance schedules;
- Effectiveness of corrective maintenance activities, and;
- Maintenance-related vehicle road calls.

CATbus uses Maintenance Pro Fleet Management Software to document all maintenance on transit vehicles.

Facility Safety Inspections

The CATbus Transit Administrator/CSO carries out and documents facility safety inspections, shop safety inspections, and HAZMAT inspections using CATbus's "monthly environmental inspection report," among other inspection strategies. The results of these inspections are on file in the CSO's office.

Field Observations of Service Delivery 673.25 (b)

The CSO documented the processes used to conduct field observations of safety-related aspects of the following elements of service delivery:

- Bus stops,
- Bus transfer locations, and
- Fixed-route schedules and service delivery.

The CSO has overall responsibility for carrying out and documenting this monitoring activity. If deficiencies are noted during the monitoring process, these deficiencies are documented and addressed as a source of proactive hazard identification through CATbus's safety risk management processes. The CSO ensures all service delivery monitoring activities are documented and maintains the documentation.

Risk Mitigation Monitoring 673.25 (d)

The CSO has responsibility for monitoring operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended.

Activities to monitor the effectiveness of safety risk mitigations ultimately assist CATbus in determining whether:

- the existing mitigation is working as desired;
- the existing mitigation needs some modification to work as desired;
- the existing mitigation is not working and needs to be replaced, or;
- the existing mitigation is no longer needed.

The results of mitigation monitoring activities are made available for further safety risk management activity if needed. Mitigation monitoring documentation is on file in the CSO's office and shared with the Accountable Executive.

Safety Event Investigation 673.25 (b) (3)

Responsibility for CATbus's safety event investigation process is shared by the CSO and the City of Clemson. Actual performance of safety event investigation, including identifying causal factors, also involves the local law enforcement who responds to accident scenes.

Safety event records provide critical baseline information to support SMS implementation, operation, and safety performance target achievement.

CATbus, documents procedures for safety event investigation. CATbus has safety event forms that are consistent with industry standards and used to document the result of a safety event, as well as the subsequent investigation. The safety event documentation is on file in the CSO's office and with the City of Clemson.

After the safety event investigation is complete, the CATbus Transit Administrator/CSO, working with the City of Clemson, determines whether a safety event was preventable or non-preventable and based on that decision, whether employees involved require discipline.

CATbus's procedures for handling safety events include the following:

Accidents/Incidents

Accidents are considered to be any collision that occurs while an Operator is on duty. Operators are to report all accidents and collisions to Dispatch immediately upon occurrence. When reporting to Dispatch, the employee must state that he or she is reporting an accident and then answer any questions asked by Dispatch.

Additionally, an Incident Report must be completed by the Operator involved. Any vehicle defects that may have contributed to an accident shall be included in the report. Employees who fail to report an accident may be subject to disciplinary action up to and including termination. Employees must provide management with any additional accident information immediately upon request.

Incidents

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to Dispatch. All other incidents and occurrences out of the norm, no matter how slight, are to be reported to Dispatch and written up for management review. Operators Witnessing an Accident shall notify dispatch immediately, even though their vehicle may not be involved.

Required Courtesy Cards

In the event of an accident or an incident, Operators must distribute Courtesy Cards and then retrieve as many as possible from passengers and persons in the immediate area of the accident or incident who may have witnessed the event.

Self-Reporting

Self-reporting is also encouraged. Anyone who reports his/her violation will receive due consideration regarding disciplinary action that may be taken.

Duty to Report Law Enforcement Actions

Employees are required to report any arrests, indictments, or convictions to their immediate manager or Human Resources immediately, but no later than before the next scheduled work shift, to the extent permitted by applicable law. If the circumstances and the offense charged, in our judgment, present a potential risk to the safety and/or security of our customers, employees, premises, and/or property, such events may result in disciplinary or other appropriate action to the extent permitted by applicable law.

Operators and safety-sensitive employees are required to report all Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) related charges, vehicular collisions, and any moving violation citations received in any vehicle immediately if possible, but no later than before their next scheduled work shift, consistent with applicable law.

Possible Disciplinary Actions

Infractions that lead to disciplinary action are categorized into four categories;

- Class 1: Dischargeable Offenses, the most serious and unacceptable behavior
- Class 2: Serious violations of the performance code
- Class 3: Secondary violations of the performance code
- Class 4: Lesser violations of the performance code that may result in disciplinary action depending on the circumstances or repeated violations

Applying Disciplinary Actions

Although employment may be terminated at will by either the employee or CATbus at any time under applicable law, without following any formal system of discipline or warning, CATbus may exercise discretion to utilize forms of discipline that are less severe than termination. Whenever an employee is subject to discipline, the employee's work record, including violations occurring in the relevant period, is reviewed before determining the penalty.

Details of CATbus's reporting requirements, infractions of company policy, and disciplinary actions that may be taken are described in more detail in the "Transit Management of Clemson Employee Handbook."

The City of Clemson and the CSO take the process a step further and guide the performance of causal analysis of safety events to help determine if latent organizational factors, beyond individual employee behavior, may have contributed to the event. The results of causal analysis are documented on causal analysis forms, which are on file with the City of Clemson and the CSO.

Results of this analysis for causal factors provide potential hazard identification information that may need to be put through CATbus's safety risk management process to reduce the potential risk of recurrence of a similar accident or incident.

Employee Safety Reporting Program Monitoring 673.29 (b)

An effective employee safety reporting program supports hazard identification. The Accountable Executive has ultimate responsibility for monitoring CATbus's employee safety reporting program. The CSO assists in monitoring the use and effectiveness of the employee safety reporting program by contractor employees.

CATbus has established and documented the activities it will use on an ongoing basis to monitor whether its employee safety reporting program is effective and achieving desired outcomes. Within this process, CATbus has established criteria that will determine if the program is performing as desired.

Some of the criteria include:

- Volume of reports received,
- Value of reports received,
- Response to reports received in terms of hazard identification risk assessment and risk mitigation,
- How information gathered from the employee safety reporting program is shared and communicated, and
- Timeliness and accuracy of feedback provided to employees who have reported a safety issue or concern.

Documentation on all aspects of safety reporting program monitoring is on file in the CSO's office.

Safety Performance Measurement 673.29 (b)

The City of Clemson and CATbus are committed to periodically measuring CATbus's safety performance. This measurement includes not only using safety performance indicators to measure the achievement of safety performance targets but also how well CATbus does in addressing safety risks within every aspect of its service delivery. Documentation of periodic performance measurement results is on file in the Accountable Executive's and CSO's offices.

Documentation of periodic performance measurement results is on file in the CSO's office.

Management of Change

Hazards may inadvertently be introduced into an operation whenever a change occurs. Safety management practices require that hazards that are a by-product of change be systematically and proactively identified and corrected. Changes may be internal or external to the organization. Examples of external changes include changes in regulatory requirements, disruptions and changes to our operating environment, and changes to service areas. Examples of internal changes include management changes, new equipment and facilities, as well as new or modified procedures.

A formal process for change management should take into account the following three considerations:

- Criticality of systems and activities
- Stability of systems and operational environments
- Past Performance.

New equipment, system expansion and modification, and system rehabilitation often require design, procurement, and deployment efforts.

Once a change is introduced, a Hazard Risk Assessment will be conducted with key stakeholders. *The Risk Assessment Matrix is in Appendix E.*

Continuous Improvement Process

CATbus is dedicated to monitoring, measuring, and reassessing our safety risk controls. We gather data to identify areas for improvement and strengthen our operating systems.

Continuous improvement aims to assess CATbus Safety Performance on an annual basis to:

- Identify deficiencies in the transit agency's SMS and deficiencies in the transit agency's performance against safety performance targets required in § 673.11(a)(3).
- Develop and carry out a plan of action under the directions of the Accountable Executive to address any deficiencies identified through the safety performance assessment.

The plan of action will consider:

- Operational Safety Management (such as policies and procedures, infrastructure, and equipment)
- Individual performance (such as employee performance monitoring); and
- Systems of control (such as control measures).

VIII. Safety Promotion 673.29

CATbus's overall corporate processes for Safety Promotion, including competencies and training and safety communication activities, are documented in the Agency Safety Plan, copies of which are on file in both the Accountable Executive's and CSO's offices. Information contained in the Agency Safety Plan supports CATbus's activities in competencies and training and safety communication.

The Accountable Executive and the City of Clemson have responsibility for monitoring CATbus's safety promotion processes, procedures, and documentation to ensure performance is consistent with the competencies and training and safety communication activities described in this ASP.

Competencies and Training 673.29 (a)

The CSO and Operation's Manager have the day-to-day responsibilities for the development, delivery, and documentation of all safety skill competencies and SMS training.

Training Needs Analyses

CATbus periodically conducts training needs analyses to ensure that training is up-to-date and addresses critical, safety-related concerns. Training needs analyses include the following:

- Reviewing existing job descriptions;
- Identifying which positions have direct responsibility for determining when safety training is needed;
- Determining what SMS roles, responsibilities, and processes are missing from job descriptions, and;
- Updating job descriptions to reflect SMS practices.

New-Hire Bus Operator Training Program

CATbus currently hires people that already have their CDL, which reduces the length of new-hire training required. However, CATbus also trains new hires who do not currently have a CDL to help them obtain one.

The schedule for the CDL training program is included in Appendix F.

Behind-the-Wheel Training

All prospective Bus Operators go out with the Assistant General Manager who reviews all switches in the vehicle and their purpose. They go over what is expected during a pre- and post-trip inspection. Before the driving test, all prospects are given turn-by-turn directions that include all routes.

Once the prospect has passed their driving test, they are placed with a Training Operator who shows them the proper way to drive the vehicle in service. The Training Operator is in charge of the vehicle at all times. Prospects spend two days per route with a Training Operator. The Training Operator uses a training sheet to document all aspects covered during each day.

Final Evaluation

Upon completion of the training program, before an Operator can be placed into service, they must successfully demonstrate their mastery of the skills and practices learned during the training program.

The Operation's Manager maintains the documentation of all new-hire Bus Operator training.

Bus Operator Refresher Training

CATbus presently provides periodic Bus Operator refresher training on a variety of topics. The training occurs during quarterly safety meetings or on an as-needed basis. The Operation's Manager maintains documentation of refresher training.

CATbus also conducts retraining of its Bus Operators for performance deficits consistent with First Transit's disciplinary and retraining standards. Retraining activities are documented.

Dispatch Training

Dispatchers play a critical role in identifying and responding to hazards and helping to both proactively and reactively mitigate risk. Training for CATbus dispatchers primarily consists of mentoring, coaching, and on-the-job training.

Mentoring, coaching, and on-the-job training are very appropriate training approaches, but ones that need to be guided by a structured agenda of topics. CATbus uses basic checklists to use during on-the-job training, coaching, and mentoring of trainees.

Vehicle Maintenance Training

The CSO ensures mechanics receive formal and on-the-job skill training as needed. This training may include the following:

- Ongoing vehicle maintenance technician skill training,
- Ongoing skill training for Vehicle Maintenance Supervisors,
- Safety event investigation training for Vehicle Maintenance Supervisors,
- Ongoing hazardous material training for Vehicle Maintenance Technicians and Supervisors, and
- Training provided by vendors.

The Operation's Manager maintains documentation of this training.

SMS Orientation

A cross-functional and multi-level understanding of SMS supports all SMS-related activities. Successful SMS implementation and operation require employee involvement and ownership at every level of the agency and within every service-delivery-related function. Employees need to understand SMS; what their role is within SMS; and how they, the organization, and customers benefit from SMS success. This knowledge will nurture employee "buy-in."

CATbus presented SMS orientation during safety meetings for all its contracted employee functions and addressed the implications of SMS for all functions. This initiative addressed SMS with experienced employees. CATbus has also plugged information on SMS into all new-hire employee orientations. The Operation's Manager maintains documentation of the SMS orientations.

Safety Risk Management Orientation for Subject Matter Experts

Successful proactive safety risk mitigation begins with subject-matter experts who have a clear understanding of their responsibilities and the skills required to carry them out.

Employees who participate in safety risk management activities as subject matter experts need to understand how to carry out their responsibilities. The CSO makes sure that subject-matter experts are oriented on their safety risk management responsibilities, the desired outcomes of safety risk management activities, and the importance of the effort to transit safety performance.

Orientation on Employee Safety Reporting Program

An effective employee safety reporting program is one of the most important tools for hazard identification.

The City of Clemson and CATbus's employee safety reporting program, at a minimum, provides the following information:

- Purpose and benefits of the program;
- Guidelines on the types of safety concerns and issues employees should report;
- Reporting methods available to employees (how to report);
- Explanation of how the information will be managed and shared;
- Protections for employees who report safety concerns;
- Description of the operational behaviors that are not protected and may result in discipline, and;
- Agency's commitment to providing feedback on reported safety concerns.

Information on the employee safety reporting program is provided during safety meetings and new-hire Bus Operator training. These orientations are documented, and attendance is noted.

Training Documentation

Training documentation is a source of hazard identification.

Training documentation provides formal proof that transit workers were trained and shows that employees received timely certification and recertification in critical skill areas. Up-to-date training documentation also assists CATbus in forecasting future training schedules.

CATbus's training documentation includes:

- Records of training need analysis for lesson plan development;
- Curricula for initial and refresher training;
- Training schedules and records of all completed training;
- Procedures for revising training materials;
- Course assessment materials, and;
- Copies of individual employee training records.

CATbus's records of course completion include:

- Date the training was held;
- Content covered during the training session;
- Length of the session;
- Training format, and;
- Signatures of instructor and trainee.

The Operation's Manager maintains records of training documentation and course completion.

Safety Communication 673.29 (b)

The Accountable Executive is ultimately responsible for ensuring the distribution and communication of safety and safety performance information to contractor employees, City Management, and appropriate job functions within the City.

Safety communication provides a foundation for building SMS processes and activities. CATbus has ensured that contractor employees are aware of information relevant to their safety-related roles and responsibilities. This information includes explanations of changes to policies, activities, or procedures.

Safety Meetings

An effective transit safety meeting process provides a strong platform for safety-related communication and dialogue, identification of safety hazards, concerns, and issues, and the delivery of refresher training.

CATbus holds quarterly employee safety meetings, which can include safety-related refresher training. Agendas for these meetings are documented.

Documentation of the safety meeting process includes:

- How often CATbus schedules employee safety meetings;
- Job functions that are required to attend meetings;
- How CATbus chooses topics to discuss during the meetings, and;
- How CATbus addresses those topics within the employee safety meeting.

The Operation's Manager maintains documentation of agendas and attendance at safety meetings.

Safety Committee

CATbus will establish committees to address safety concerns. Committee members may fluctuate to involve a greater pool of transit workers and also to have safety committees who may be addressing various items simultaneously. The Training and Safety Coordinator, Maintenance Coordinator, and Administrative Assistant will serve on each Safety Committee, and other members of the safety committees will include representatives from the following:

- Operations Manager and/or appointee;
- Dispatchers/Schedulers;
- Bus Operators;
- Shift Supervisors; and
- Budget and Grants Administrator
- Maintenance Employee

Organization-wide communication of Safety Hazard and Safety Risk Information

A goal of safety risk management processes is to reduce safety risks for employees and customers. Safety-sensitive employees are always vulnerable to the consequences of safety hazards within the transit environment. Timely reporting to employees of newly identified safety hazards and the safety risks those hazards present can help reduce that vulnerability.

CATbus has documented procedures for communicating hazards. These procedures include in-person communication with Bus Operators and Mechanics, radio communication between the Dispatcher, Supervisors, and Bus Operators, and placing memos relating to safety hazards and safety risks into employee mailboxes.

Communication about Safety Risk Mitigations

The CSO is responsible for informing the Accountable Executive and contracted employees about the safety risk mitigations CATbus is putting into effect. The reasons CATbus provides this information are:

- To tell employees that the transit agency is doing all it can to reduce risk;
- To bring attention to employee roles and responsibilities that may be affected by new mitigations.
- To keep employees informed and therefore better situated to be a source of information on determining how well mitigations are working.

Organization-Wide Communication of Agency Safety Performance

Transit agencies implement SMS to help them continuously improve their safety performance. Communicating agency safety performance information promotes employee "buy-in" to SMS processes, thus further improving the agency's overall safety performance.

CATbus employees should have ownership of safety. The Accountable Executive periodically communicates statistics on the agency's overall safety performance to the City Council, all appropriate city employees, and contractor employees. This includes providing information on CATbus's status related to achieving its safety performance targets.

IX. Additional Information

CATbus maintains documents that describe the programs, policies, and procedures it uses to carry out its agency safety plan. It also maintains documents not included or referenced elsewhere in this safety plan, related to the implementation of the transit agency's SMS, as well as results from SMS processes and activities.

These documents will be maintained for at least three years after their creation and made available upon request by the FTA, other federal entities, or the SCOOT. The Accountable Executive will be a primary point of contact when providing Agency Safety Plan-related information to external agencies to ensure access to these documents.

X. Appendices

Appendix A: Definitions

Appendix B: Acronyms and Abbreviations

Appendix C: Clemson City Council ASP Approval Documentation

Appendix D: Certification Documentation

Appendix E: CATbus Safety Risk Assessment Matrix

Appendix F: CDL Training Program

Appendix G: Organizational Chart

Appendix A. Definitions

Accident: an event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

Accountable Executive: a single, identifiable person who has ultimate responsibility for carrying out the Transit Agency Safety Plan of the transit agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer: an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Direct Recipient: an entity that receives Federal financial assistance directly from the Federal Transit Administration.

Emergency: as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).

Equivalent Authority: an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event: any Accident, Incident, or Occurrence (see also "safety event").

FTA: Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: an event that involves any of the following: A personal injury that is not serious; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Injury: any harm to persons as a result of an event that requires immediate medical attention away from the scene.

Investigation: the process of determining the causal and contributing factors of a safety event or hazard, for the purpose of preventing recurrence and mitigating safety risk.

Large Urbanized Area Provider: a recipient or subrecipient of financial assistance under 49 U.S.C. 5307 that serves an urban area with a population of 200,000 or more as determined by the most recent decennial Census.

National Public Transportation Safety Plan: the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: a provider of public transportation

Performance Measure: an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time required by the Federal Transit Administration (FTA).

Potential Consequence: the effect of a hazard.

Public Transportation: as defined under 49 U.S.C. 5302, regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include:

- 1) Intercity passenger rail transportation provided by the entity described in 49 U.S.C. chapter 243 (or a successor to such entity);
- 2) Intercity bus service;
- 3) Charter bus service;
- 4) School bus service;
- 5) Sightseeing service;
- 6) Courtesy shuttle service for patrons of one or more specific establishments; or
- 7) Intra-terminal or intra-facility shuttle services.

Public Transportation Agency Safety Plan: the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Recipient: a State or local governmental authority, or any other operator of a public transportation system, that receives financial assistance under 49 U.S.C. chapter 53.

Risk: the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation: a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance: processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Committee: the formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329 and this part.

Safety Event: an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Safety Management Policy: a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of safety.

Safety Management System (SMS): the formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.

Safety Management System (SMS) Executive: a Chief Safety Officer or an equivalent.

Safety Performance Target: a quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.

Safety Promotion: a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: the composite of predicted severity and likelihood of a potential consequence of a hazard.

Safety Risk Assessment (SRA): the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating the safety risk of their potential consequences.

Safety Risk Mitigation: a method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.

Serious injury: any injury which (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service across all non-rail fixed route modes or in any one non-fixed route mode and does not operate a rail fixed guideway public transportation system.

State: a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: the condition in which a capital asset is able to operate at a full level of performance.

Subrecipient: an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.

Transit Agency: an operator of a public transportation system - that is a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 or a rail transit agency.

Transit Asset Management Plan (TAMP): the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost- effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Urbanized Area: as defined under 49 U.S.C. 5302, an area encompassing a population of 50,000 or more that has been defined and designated in the most recent decennial census as an urban area by the Secretary of Commerce.

Appendix B. Acronyms and Abbreviations

Acronym or Abbreviation	Meaning
ACATS	Anderson-Clemson Area Transportation Study
ADA	Americans with Disabilities Act
ASP	Agency Safety Plan
CATbus	Clemson Area Transit bus system
CDC	Centers for Disease Control and Prevention
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
CSO	Chief Safety Officer
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MPO	Metropolitan Planning Organization
PTASP	Public Transportation Agency Safety Plan
SCDOT	South Carolina Department of Transportation
SMPS	Safety Management Policy Statement
SMS	Safety Management System
TAMP	Transit Asset Management Plan

Appendix C. Clemson City Council ASP Approval Documentation

2. Plan Development, Approval, and Updates

Name of Entity that Drafted this Plan	Clemson Area Transit (CATbus)	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
		7-13-21
Approval by the Board of Directors or an Equivalent Authority	Clemson City Council	Date of Approval
		7-26-21
	Relevant Documentation (title and location)	
	A copy of City Council Resolution R-2020-005 approving the Agency Safety Plan is maintained on file by the General Manager of Transit Services and the Chief Safety Officer.	
Certification by State Department of Transportation		

Annual Review and Update of the Public Transportation Agency Safety Plan
The Chief Safety Officer and Transit Safety/Training Coordinator will jointly review the Agency Safety Plan (ASP) by July 1 st of each year and update it if needed. If any changes are made to the ASP, the Accountable Executive will need to review and approve changes, sign the new ASP, and forward to the Clemson City Council for final review and approval by the 2 nd week in July of every year.

CATbus Agency Safety Plan
Version 1 – 06/15/2020
Version 2 – 06/01/2021

Figure 2 Signed Plan Approval

Appendix D: Certification Documentation

Appendix E: CATbus Safety Risk Assessment Matrix

Step 1: Identify the Severity Level of the Hazard

Category 1 – Catastrophic

Operating conditions are such that human error, design deficiencies, element, subsystem, component failure, or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation.

Category 2 – Critical

Operating conditions are such that human error, subsystem or component failure, or procedural deficiencies may cause severe injury, severe occupational illness, or major system damage and require immediate corrective action.

Category 3 – Marginal

Operating conditions are such that they may result in minor injury, occupational illness, or system damage and are such that human error, subsystem, or component failures can be counteracted or controlled.

Category 4 – Negligible

Operating conditions are such that human error, subsystem, or component failure, or procedural deficiencies will result in less than minor injury, occupational illness, or system damage.

Step 2: Determine Probability of the Hazard Occurring

Probability is determined based on the analysis of transit system operating experience, evaluation of CA Tb us safety data, the analysis of reliability and failure data, and/or historical safety data from other passenger bus systems. The following chart describes the probability categories.

Probability of Occurrence of Hazard			
Description	Probability Level	Frequency for Specific Item	Selected Frequency for Fleet or Inventory
Frequent	A	Likely to occur frequently	Continuously experienced
Probable	B	Will occur several times in the life of the item	Will occur frequently in the system
Occasional	C	Likely to occur sometime in the life of an item	Will occur several times in the system
Remote	D	Unlikely but possible to occur in the life of an item	Unlikely but can be expected to occur
Improbable	E	So unlikely it can be assumed occurrence may not be experienced in the life of an item	Unlikely and improbable but possible

Step 3: Identified Hazards Placed Into Risk Assessment Matrix

The Risk Assessment Matrix enables decision makers to understand the amount of risk involved in accepting the hazard about the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

Frequency	Severity			
	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	1A	2A	3A	4A
Probable (B)	1B	2B	3B	4B
Occasional (C)	1C	2C	3C	4C
Remote (D)	1D	2D	3D	4D
Improbable (E)	1E	2E	3E	4E

Based on company policy and the analysis of historical data, CATbus has made the following determinations regarding risk acceptance.

Hazard Risk Index	Criteria by Index
1A, 1B, 1C, 2A, 2B, 3A	Unacceptable
1D, 2C, 2D, 3B, 3C	Undesirable (Management Decision)
1E, 2E, 3D, 3E, 4A, 4B	Acceptable with Management Review
4C, 4D, 4E	Acceptable without Management Review

Appendix F: CDL Training Program

Commercial Driver License – Class B Training Program

Prerequisites

- In an effort to retain Clemson Area Transit (CATbus) operator applicants while training for employment and a Commercial Driver's License (CDL), CATbus will pay the CDL candidate(s) \$12.00 an hour (maximum 6 hours a day or 29.5 hours a week) for the CDL training. (List Attached)
- The CDL candidate must obtain his/her CDL w/ passenger endorsement within 30 days.
- Upon completion of the CDL training, and the receipt of his/her Commercial Driver's License the candidate will begin passenger service driving for CATbus at an increased entry level pay rate of \$17.06 an hour.

Description

Instructor's name:

Office location: Clemson Area Transit 200 West Lane Clemson, SC 29631

Office hours: 8:00am - 5:00pm

Phone Number:

Email Address:

Schedule		Assignment	Time	Date
Day One	How and where to clock in and out Bus Orientation On the road driving Run thru pre-trip FTA Drug/Alcohol video		20 mins 20 mins 120 mins 60 mins 60 mins	
Day Two	On the road driving Pre - trip run thru Federal Regulations Hazard Communication		120 mins 120 mins	
Day Three	On the road driving Pre - trip run thru Preventing Harassment Fatigue Management		120 mins 120 mins	
Day Four	Pre - Trip run thru Skills pad work Wellness Whistle blower		120 mins 120 mins	
Day Five	First Aid/CPR/AED/BBP		4.5 hours	
Day Six	Defensive Driving		8 hours	
Day Seven	Pre - Trip run thru Skills pad work Safety Best Practice Preventing Driver Distractions		120 mins 120 mins	
Day Eight	Pre - Trip run thru Following Distance Intersections		120 mins	

Clemson Area Transit
Agency Safety Plan

	Rail Road crossing Pedestrian Awareness			
Day Nine	ADA, Lifts, Ramps & Securement, Professionalism/Customer Service, Conflict/Aggression Management, Accident & Emergency Procedures.			
Day Ten	On the road driving Pre - trip run thru Skill Pad Work		120 mins 120 mins 120 mins	
Day Eleven	On the road driving Pre - trip run thru Skill Pad Work		120 mins 120 mins 120 mins	
Day Twelve	On the road driving Pre - trip run thru Skill Pad Work		120 mins 120 mins 120 mins	
Day Thirteen	On the road driving Pre - trip run thru Skill Pad Work		120 mins 120 mins 120 mins	
Day Fourteen	GPS, Handbook materials, call out and shift pick, shift sheets, accident/incident sheet.			
Day Fifteen	CDL Test at DMV		4.5 Hrs.	

CDL Candidate - Signature

Date

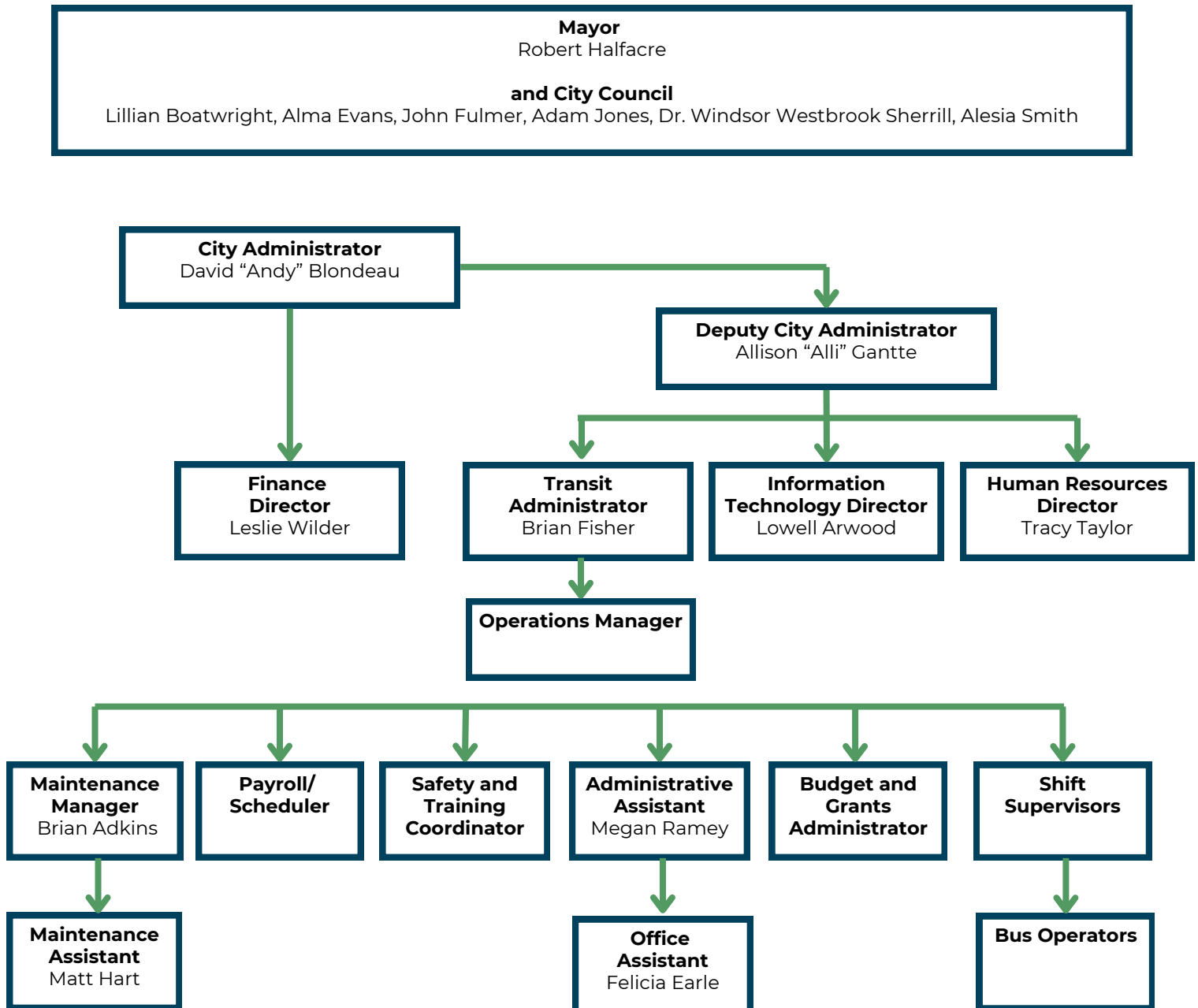
Safety and Training Coordinator

Date

Appendix G: Organizational Chart



Organizational Chart





CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Discuss selecting a date for a CCRC joint budget work session with the Town of Central.

Agenda Item Detail: (expand as necessary for clarification)

Dates for consideration:
May 12, May 19, or May 26. The meeting time is 5:30pm.



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Discuss a proposed ordinance change to match the definition of "Occupant" in Section 13-55 of our Rental Housing Regulations to the definition found in section 19-107 of the City's Zoning Code.

Agenda Item Detail: (expand as necessary for clarification)

This proposal is to adopt the definition of "Occupant" found in section 19-107 of the Zoning Ordinance to the Rental Housing Ordinance.

Section 19-107 of the Zoning Ordinance Reads:

Occupant means a natural family or an individual unrelated by blood to a second degree of consanguinity, marriage, adoption, or guardianship to any other occupant of the dwelling unit. A natural family shall be counted as one occupant.

Section 13 -55 of the Rental Housing Ordinance Reads:

Occupant - A family as defined by the City of Clemson Zoning Ordinance or an individual unrelated by blood to a second degree of consanguinity, marriage, adoption, or guardianship to any other occupant of the dwelling unit. A family of related persons shall be counted as one occupant.

It is our desire to keep definitions in the code consistent whenever possible. City of Clemson occupancy limits are outlined in the Zoning Code. Consistent definitions in all sections of the code will improve it's clarity to the general public.

CODE OF ORDINANCES

CHAPTER 13 OFFENSES AND MISCELLANEOUS PROVISIONS (1)

FOOTNOTE(S):

--- (1) ---

Cross reference—Traffic, ch. [18](#).

ARTICLE III. RENTAL HOUSING REGULATIONS (3)

FOOTNOTE(S):

--- (3) ---

Editor's note—Ord. No. CC-2012-03, adopted March 19, 2012, amended art. III in its entirety to read as set out herein. Former art. III, §§ 13-55—13-75, pertained to similar subject matter and derived from Ord. No. CC-2010-10, adopted Sept. 7, 2010.

Sec. 13-55. Definitions.

Occupant ~~—A family as defined by the City of Clemson Zoning Ordinance or an individual unrelated by blood to a second degree of consanguinity, marriage, adoption, or guardianship to any other occupant of the dwelling unit. A family of related persons shall be counted as one occupant.~~

Means a natural family or an individual unrelated by blood to a second degree of consanguinity, marriage, adoption, or guardianship to any other occupant of the dwelling unit. A natural family shall be counted as one occupant.



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☒ Report/Discussion

☐ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Discuss requesting the Parks, Recreation, Arts, Culture and Tourism Committee to study the feasibility of allowing Town of Pendleton residents to be considered in town participants.

Agenda Item Detail: (expand as necessary for clarification)



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider Second Reading of amendments to Chapter 2-44 (c) regarding public comments at meetings.

Agenda Item Detail: (expand as necessary for clarification)

City Council appointed a sub committee consisting of Lillian Boatwright, Adam Jones and John Fulmer to discuss potential changes to how public comments at meetings are handled. The committee met at 6pm prior to the March 3 regular council meeting. The proposed amendments were discussed at the March 17 meeting.

Current Ordinance: The public comment period shall be the first item of business on the agenda and shall be limited to 30 minutes. The mayor pro tempore shall be the presiding officer for this period. Each speaker shall be limited to three minutes, unless the city council authorizes one extension of three minutes. If the topic is on the agenda the public comment shall be allowed during the discussion of that agenda item and shall be limited to two minutes, unless the city council authorizes one extension of two minutes.

The proposed amended ordinance is attached below.

c. The Mayor Pro Tempore shall be the presiding officer for the public comment period. The presiding officer may address comments at the end of each comment. Responses to public comments that are provided after the meeting may be publicly posted. All persons wishing to be heard during the public comment period shall sign in with the City Clerk beginning 30 minutes prior to the meeting stating their full name, address, subject matter and purpose for speaking. Once all speakers on the list have been recognized, and if time allows, those who were not added to the list of speakers may be recognized. Thirty minutes shall be allotted for the entire public comment period. Each speaker shall be limited to three minutes, unless the City Council authorizes one extension of three minutes. If the public comment period expires before all persons who have signed up are recognized, those names will be carried over to the public comment period at the next meeting of the City Council: provided, however, the Presiding Officer may decide to extend the public comment period in their discretion. If the topic is on the agenda, the public comment shall be allowed during the discussion of that agenda item. Comments made on items appearing on the agenda will be limited to two minutes, unless the City Council authorizes one extension of two minutes. All comments should be directed to Council as a body and should be limited to issues the City Council has jurisdiction over. Speakers are asked to be mindful of repeating points that have already been addressed to make sure everyone has an opportunity to speak. MyCivic comments must be submitted by 2pm the day of the meeting and are reserved for those that are not present at the meeting. Speakers may not speak on behalf of others. Recognized speakers may not donate, transfer, yield, or give all or any portion of their speaking time to others.

**CITY OF CLEMSON
AGENDA ITEM REQUEST FORM**

Requested by:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

- ☐ Report/Discussion
- ☒ Policy/Action
- ☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Second Reading of Proposed Map Amendment (Rezoning) RZNE-000406-2025 Hwy 93
Parcels

Agenda Item Detail: (expand as necessary for clarification)

Mercy Housing Southeast (Inc.), a regional affordable housing developer, is seeking to rezone seven parcels totaling approximately 11 acres near 579 Old Greenville Highway from RM-1 and RM-2 Two-family Residential Districts to RM-4 Multi-family Residential District. Approval of the proposed rezoning will allow for the development of a 168-unit multi-family affordable housing community for residents earning at or below 60% Area Median Income (AMI). The Planning Commission approved the proposed rezoning on March 10, 2025; and a public hearing was held on March 17, 2025.

City Council approved the proposal on First Reading on April 7, 2025.

Attachments:
Report on Proposed Rezoning
Concept Study and Site Plan
Mercy Housing Southeast Portfolio

Report on RZNE-000406-2025 (Highway 93 Parcels)

Approved by Planning Commission 03/10/25 Public Hearing 03/17/25 First Reading 04/07/25

Report on RZNE-000406-2024 Proposed Map Amendment (Hwy 93 Parcels)

Second Reading

April 21, 2025

An application for a zoning map amendment (rezoning) was submitted by Mercy Housing South East, Inc. As proposed, seven parcels of land totaling approximately 11 acres located along Old Greenville Highway (Highway 93) would be rezoned from *RM-1 Two-family Residential District* (6 parcels) or *RM-2 Two-family District* (1 parcel) to *RM-4 Multi-family Residential District*.

If the rezoning is approved as requested, the applicant proposes to develop a 168-unit multi-family affordable housing community for families earning at or below 60% AMI. A more detailed description is contained in the application included with this report.

LOCATION OF PARCELS



Current Zoning

As noted above, the parcels proposed for rezoning are all currently zoned either RM-1 District or RM-2 District, which are both two-family districts intended for conventional residential development, patio home, zero-lot-line housing, and two-family dwellings on relatively small lots. It should be noted that the sole difference between these districts is that manufactured housing is permitted (as a conditional use) only in RM-2.

The individual parcels are zoned as follows:

<u>TMP#</u>	<u>Zoning</u>
4054-11-65-8807	RM-1
4054-11-75-1713	RM-1
4054-11-65-7410	RM-1
4054-11-66-9099	RM-1
4054-11-75-1928	RM-1
4054-11-75-2837	RM-1
4054-11-65-6587	RM-2

If approved as requested, the zoning of all of the parcels will be changed to RM-4 Multi-family Residential District. This district, which is intended to maintain and promote medium to high-density residential development including multiple-unit, patio home and zero-lot-line housing, is intended to provide alternatives to low-density, single-family detached housing, and emphasize walkable environmentally-responsible design principals.

Comprehensive Plan

The Future Land Use Map shows the properties, with the exception of one .6 acre parcel called out as part of a group identified for medium-density residential, to be a potential redevelopment area. The Plan specifically recommends encouraging the development of these as commercial or mixed-use properties, and notes the potential rezoning to CP-2 or Planned Development Districts.

See map below:



Impact On Services

A review of the proposed rezoning and development was conducted by City departments in an effort to identify issues associated with the proposal that may negatively impact service delivery. No impediments to the successful development of the project as proposed were identified.

The following comments were received:

The City Engineer noted the need to complete the closure of a SDES-permitted structural fill site as part of the project.

The Utilities Director stated that an existing sewer line impacted by activities associated with the fill site (see above) will need to be designed and relocated/replaced as part of the project.

The Stormwater Manager stated that as the development's stormwater system and ponds would be required to be privately owned and maintained, and as such would not impact the City system.

The Fire Marshal noted the increased workload associated with serving not only the proposed project but also several other new developments, and stated that the combination will probably require consideration of a future expansion of the fire system.

Review Status

The Planning Commission took up consideration of the proposed rezoning at their regular meeting on March 10, 2025. Following review and discussion, the Commission approved a recommendation to Council in support of the rezoning; and, subsequently a public hearing was held by City Council on March 17, 2025.

City Council approved first reading of the proposal on April 7, 2025.

Application

DocuSign Envelope ID: 0C82A0E9-4E2F-4F6B-8EB7-B02F01419809



1250 Tiger Blvd, Suite 4 • Clemson, SC 29631-2662
(864) 653-2050
Fax (864) 653-2057
www.cityofclemson.org

PC

PLANNING COMMISSION ZONING AMENDMENT APPLICATION

Please complete in ink and return to the Planning and Codes Administration Department with required attachments, information, and filing fee. Zoning Map Amendment (Rezoning) applications require a **filing fee of \$250**, a current survey of the property, a copy of the deed, and a designation of agent if owner is not the applicant. **Both sides of this application must be completed; incomplete applications will not be accepted.**

- An amendment to the zoning ordinance text or the zoning map may be initiated by the city council, the planning commission, or the board of zoning appeals.
- An amendment to the zoning map for changing a zoning district designation of property may be initiated by the owner of the property affected or by an agent authorized by the owner in writing.

RZNE-000406-2025

File no.: R - _ _ _	PIN: See Below _ _ _ - _ _ _	Date submitted: 02 / 13 / 25	Planning Commission meeting date: 03 / 10 / 25
Amendment type: ☒ Map amendment (Rezoning) ☐ Text amendment			
Initiated by: ☒ Owner/Agent ☐ City Council ☐ Planning Commission ☐ Board of Zoning Appeals			

OWNER(S) INFORMATION

Last name: JSCI BURKE PROPERTY LLC	First: (Sam Cox)	Middle:	Interest: ☐ Sole owner ☐ Co-owner
Mailing address: 1639 EARLS BRIDGE RD	City: Easley	State: SC	ZIP Code: 29640
Daytime phone no.: ()	Fax no.: ()	E-mail:	

APPLICANT INFORMATION

To be completed only if Owner is not Applicant:

Applicant's last name: Mercy Housing South East (Inc.)	First: (Ronit Hoffer)	Middle:	
Mailing address: 260 Peachtree St. #1800	City: Atlanta	State: GA	ZIP Code: 30303
Daytime phone no.: (404) 931-9801	Fax no.: ()	E-mail: rhoffer@mercyhousing.org	

PROPERTY INFORMATION

THE OWNER/APPLICANT HEREBY REQUESTS that the property described below be rezoned from RM1 to RM4			
579 Old Greenville Highway:			
Property address: 4054-11-65-6587, 4054-11-65-7410, 4054-11-65-8807, 4054-11-75-1713, 4054-11-75-2837, 4054-11-75-1929 , 4054-11-66-9099	Property dimensions:	Property area:	11.67 acres

4054-11-75-1928

DESIGNATION OF AGENT

To be completed by Owner(s) only if Owner is not Applicant. All owners must sign.

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request for a zoning map amendment.

Sam Cox

Owner name

Signed by:
Sam Cox
Owner signature

2/7/2025

Date

To be completed by Applicant:

I certify that the information in this request is correct.

Report on RZNE-000406-2025 (Highway 93 Parcels)

Approved by Planning Commission 03/10/25 Public Hearing 03/17/25 First Reading 04/07/25

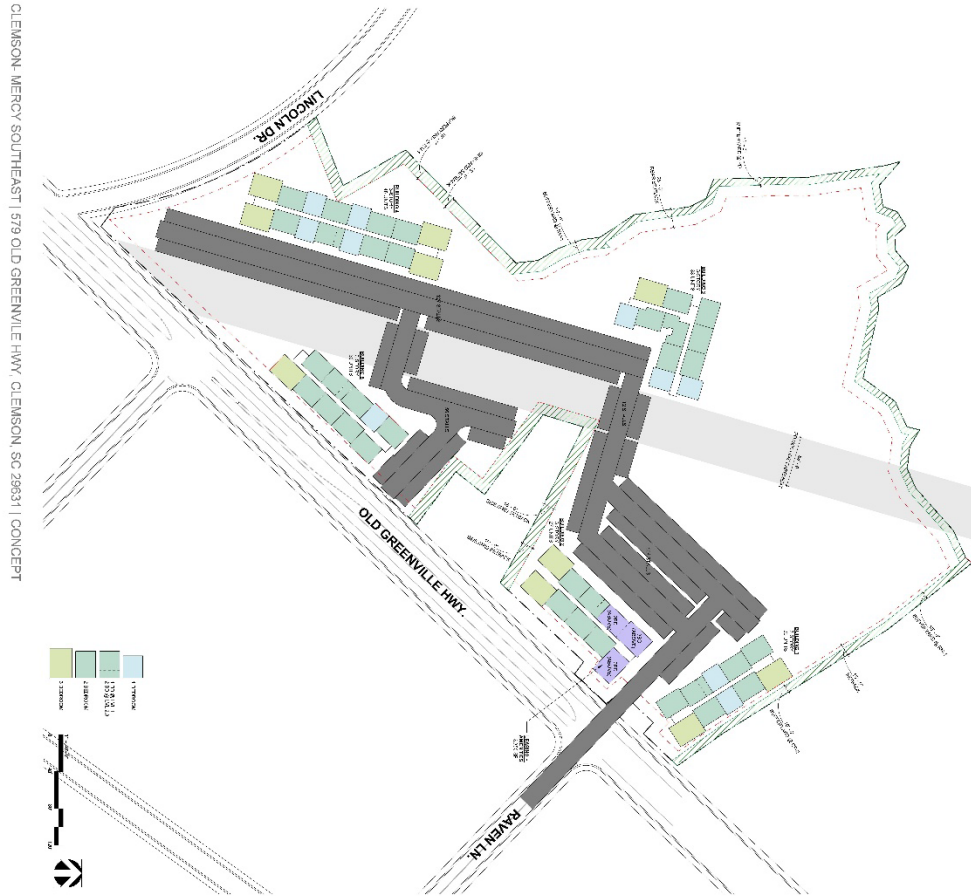
Docusign Envelope ID: 0C82A0E9-4E2F-4F6B-8EB7-B02F01419809

Ronit Hoffer, Senior Developer, MHSE		2.7.2025
<i>Applicant name</i>	<i>Applicant signature</i>	<i>Date</i>

Rev. 12-09-05; 06-15-07

REQUIRED INFORMATION
REASONS FOR ZONING AMENDMENT REQUEST: I (we) request the rezoning for the following reasons: Mercy Housing Southeast, Inc. (MHSE) intends to develop this 11.67 acre site into a 168 unit multi-family affordable housing community for families earning at or below 60% AMI. The site is currently zoned RM1 which does not allow for multi-family housing. In order to construct this community with the density level needed to make the project financially feasible (168-unit/336 bedrooms) the RM4 designation is required. This family housing will contain 1, 2 and 3 bedroom units along with amenities to serve the residents such as on site property management and resident services coordinator, a community building with communal laundry facilities (as well as in-unit washer/dryer hook ups), computer stations for residents, a playground for young children and other outdoor amenities TBD.

SITE PLAN - OPTION 5 - 4% FAMILY (3-STORY)
1" = 50'-0"



Unit Count													Parting Count			
Option 5																
	Bag	Bag	Bag	Bag	Bag	Total	%	Total	SF Unit	Total	State/unit	Parting	Parting	Parting		
	1	2	3	4	5	drums		Beds		Unit SF	(SC Heating)	Reel of (SC Heating)	Reel of (COC)	Paving Pig Weight		
Straddle	0	0	0	0	0	0	0%	0	0	0	1.0	0	0	0		
1 Bed	7	1	9	13	4	34	20%	34	0.0	0.0	1.0	34	34	34		
2 Bed	17	16	21	23	23	100	60%	200	0.0	0.0	1.5	150	200	200		
3 Bed	6	5	3	12	5	30	20%	102	0.0	0.0	2.0	60	102	102		
	30	27	33	40	36	166	100%	340				252	340	340		
Iw/COC Travel: Proximately 10% Administrative Parting/Production																302

Precedent Images

PRECEDENT IMAGES
NTS



CLEMSON- MERCY SOUTHEAST | 579 OLD GREENHILL HWY, CLEMSON, SC 29631 | CONCEPT



SUMMARY OF ZONING AND SC HOUSING REQUIREMENTS

Existing Zoning

Density				
Proposed Re-Zoning				
	Density (bedrooms /acre)	Allowed per 11.57 acres	Bedrooms in Phase 1	Bedrooms in Phase 2
RM-3	18	208.26	126	82.26
RM-3.5	25	289.25	126	163.25
RM-3.5*	35	404.95		
RM-3.5**	45	520.65		
RM-4	56	647.92	126	521.92
*Level II Density Bonus (must provide min 4 pts)				
*Level III Density Bonus (must provide min 8 pts)				

Building Height

40'	RM-3, RM-4
40'	RM-3.5 by right
Structure height means the vertical distance from the average finished ground elevation at the front of the building (as determined by the main entrance of the building defined by the architect) or from the finished floor of a plaza spanning 65% or more of the front of the building to:	
3 story w flat roof approx Height (measured to the highest parapet or roof line)	
level 1	9.66 (9'-8")
level 2	9.66
level 3	8
Roof	1.5
Parapet	3.5
	32.32
3 story w slope roof approx Height assuming max 6:12 slope (mean hieght between eave and highest ptched roof	
level 1	9.66 (9'-8")
level 2	9.66
level 3	8
Roof	9
	36.32
4 story w flat roof approx Height (measured to the highest parapet or roof line)	
level 1	9.66 (9'-8")
level 2	9.66
level 3	9.66
level 4	8
Roof	1.5
Parapet	3.5
	41.98
4 story w slope roof approx Height assuming max 6:12 slope (mean hieght between eave and highest ptched roof	
level 1	9.66 (9'-8")
level 2	9.66
level 3	9.66
level 4	8
Roof	9
	45.98

C. Density bonuses that exceed the density of a *Level I* multi-family residential development shall be allowed subject to the following bonus scale provided in Table 19-311-1:

- Level II* density shall permit a maximum of 35 bedrooms per acre if a minimum of four density bonus points;
- Level III* density shall permit a maximum of 45 bedrooms per acre if a minimum of eight density bonus points are provided per Table 1.

Table 19-311-1. Density Bonus Scale For Multi-Family Developments		
Feature	Supplemental Site Improvement Options	Point Values
Open Space	a. Provision of an additional 10 percent of the site as open space.	1
	b. Provision of an additional 25 percent of the site as open space.	2
Public Amenities	c. Provision of a public amenity that benefits the overall Clemson community including but not limited to play area for a pocket park, or greenway consistent with the City's Plan subject to prior approval by City Council.	1
Parking Location	d. Provision of minimum of 25 percent of the required parking within or under the principal structure ¹ ;	2
Enhancements	e. Provision of 50 percent of required parking within or under the principal structure ¹ .	4
	f. Provision of a minimum of four of the following enhancements: decorative paving, ornamental lighting, benches, fountains, community garden, or public art.	1
Submarket Units ²	g. Provision of two percent of the development with a minimum of two submarket price units subject to the definition of affordable housing provided by SC Code § 6-29-1110(1).	2
	h. Provision of five percent of the development with a minimum of five submarket rate dwelling units subject to the definition of affordable housing provided by SC Code § 6-29-1110(1).	3
Buffer width	i. Provision of five feet of additional width to bufferyard. ³	1
Tree Preservation	j. Tree preservation in excess of 35 percent of 12 inch caliper trees identified on the tree survey.	1
	k. Provision of one saved or planted upperstory tree per every two dwelling units.	1
	l. Provision of 10 foot of additional width to bufferyard abutting any single family use or district.	1
	m. Provision of on-site stormwater management.	1
Parking Pavement	n. Provision of pervious parking spaces for 10 percent or more of the minimum otherwise required for the to-tal project.	1
Green Building	o. Provision of structures built to IGCC design standards or comparable.	3
¹ Structured parking shall be subject to the conditions outlined in Section 19-305A 17.		
² Units shall be integrated into development and not clustered.		
³ See Table 19-311-2 for Building Height Bonus.		

Table 19-304. Density, Bulk, and Dimensional Requirements and Standards for Residential Districts.									
DISTRICTS									
USE	R-20	R-12	R-7	RM-1	RM-2	RM-3	RM-3.5	RM-4	Reference
4. Conditional Use Standards [RM-3.5 District Only]									See Section 19-310
e. Multi-Family Development									Endnote 11
1. Development tract requirements									
a. Tract area required, min. (acres)							2		
b. Lot width at front building line, min.						80'	80'	80'	
c. Density, max. (bedrooms/acre)						18	See Section 19-311	56	See Section 19-311
d. Impervious surface coverage, max.						60%	60%	60%	
e. Open space requirements, min.						25%	25%	25%	
f. Common open space requirements, min.						3%	4%	4%	
g. Building spacing, min.						30'	30'	30'	
h. Front setbacks, min. (exterior)						15'	15'	15'	
i. Side setbacks, min. (exterior)						15'	15'	15'	
j. Rear setbacks, min. (exterior)						25'	25'	25'	
k. Dwelling occupancy, max.						3	4	4	
l. Structure height, max.						40'	See Section 19-311	40'	See Section 19-311
2. Conditional Use Standards [RM-3 & RM-4 Districts Only]									See Section 19-305
3. Conditional Use Standards [RM-3.5 District Only]									See Section 19-311

Table 19-311-2. Building Height Bonus Options		
Site Category	Site Improvements	Maximum Allowable Height
Height I	a. No additional improvements beyond otherwise required.	40'
Height II	a. Provision of 25 percent or more of the required parking in parking deck or under building;	45'
	b. Provision of five feet of additional building setback adjacent to any R Districts; and	
	c. Provision of five feet of additional width to bufferyard adjacent to any single-family or duplex dwelling.	
Height III	a. Provision of 35 percent or more of the required parking in parking deck or under building;	55'
	b. Provision of 10 feet additional building setback adjacent to any R Districts; and	
	c. Provision of 10 feet of additional width to bufferyard adjacent to any residential dwelling.	
Height IV	a. Provision of 50 percent or more of the required parking in parking deck or under building;	65'
	b. Provision of 15 feet of additional building setback adjacent to any R Districts;	
	c. Provision of 15 feet of additional width to bufferyard adjacent to any residential dwelling; and	
	d. Provision of an additional 10 percent of the site as open space.	

PARKING

Off Street parking Requirements (Table 19-802)
1 space per bedroom
exception to go down to .5 spaces per bedroom if located within 1,000 FT of a CAT route
CAT redline runs on Old Greenville Hwy
Reduced Parking Agreement must be signed with the City one time and annual fees for 30 years
car sharing program
bike parking
new bus stop

Off-Street parking Regs for uses other than Single-fam or duplex (table 19-807)

- Parking should be separated from sidewalks, landscape buffers and required setbacks by a wall, fence, curbing, or other approved protective device
- 3' min from parking to PL
- 5' min between parking and building
- Parking cannot encroach on landscape buffers or required open space
- Where parking is allowed in the setback, it shall NOT encroach on the required bufferyard
- Stall Size
9x18; 30% can be compact 8x16
10x20 for parking spaces in a parking garage (except compact stalls)
- Min Aisle width 22'

No off-street loading req'ments for residential/multi-fam

Bufferyards

Site is adjacent to RM-1 and RM-2 (two family), PD 13 (planned dev/multi-fam), and RM-1 across the street (two family)

15' C req'd adjacent to RM-1 and RM-2
req's a 6'-8' fence within 12" of PL

10' B req'd adjacent to multi-family (would need City to confirm that PD meets multifamily requirement)
must have ONE of the following
36"-48" fence or wall
shrubs
36"-48" continuous berm

Unit Size

per SC Housing QAP (2025 Draft Revised 10/18/24)						
	min SF	max SF		SF used for planning purposes	Unit Dim	Unit Alt Dim
Studio	500	525		512.5	17'x30'	
1 bd	750	840		795.0	26.5'x30'	
2 bd	850	1,100		975.0	32.5'x30'	36'x27'
3 bd	1,100	1,280		1,190.0	40'x30'	45'x26.5'
4 bd	1,250	1,375		1,312.5		

Unit Ratios / Design Elements

per SC Housing QAP (2025 Draft Revised 10/18/24)			
Studios	20% max		
3bd	25% min	2024 QAP - for family developments	
3bd	20%-35%	2025 QAP Draft - for fam devs	
stud./1bd	10% min	2024 QAP/2025 QAPDraft - for fam devs	
All units	must have a balcony, sunroom, or patio		
	balcony/		
	patio	65 SF	min
	sunroom	70 SF	min

Parking Counts

per SC Housing QAP (2025 Draft Revised 10/18/24)	
1 bd	1 parking spaces/unit
2 bd	1.5 parking spaces/unit
3 bd & 4bd	2 parking spaces/unit
1 HC stall/ accessible unit non HC stalls must be 8' x 18'; 10% can becompact	
per SC Housing QAP (2025 Draft Revised 10/18/24)	
1 parking stall/bedroom non HC stalls must be 9' x 18'; 30% can be 8' x 16' compact	

PROPOSED RE-ZONING + DESIGN PROGRAM

Proposed Zoning Summary

				Density	Height
Existing Zoning	RM-1		Req'd/Allowed Per RM-4	647 Units	40 ft
Proposed Re-zoning	RM-4		Proposed	168 Units	32 - 37 ft

Option 5

Unit Count										Parking Count				
	Bldg 1	Bldg 2	Bldg 3	Bldg 4	Bldg 5	Total Units	%	Total Beds	SF/ Unit	Total Unit SF	Stalls/Unit (SC Housing)	Parking Req'd (SC Housing)	Parking Req'd (COC)	Pkg Prov'd
Studio		0	0	0	0	0	0%	0	0.0	0.0	1.0	0	0	
1 bd	7	1	9	13	4	34	20%	34	0.0	0.0	1.0	34	34	
2 bd	17	16	21	23	23	100	60%	200	0.0	0.0	1.5	150	200	
3 bd	6	10	3	12	3	34	20%	102	0.0	0.0	2.0	68	102	
	30	27	33	48	30	168	100%	336		0.0		252	336	304
						w/ CoC Transit Proximity 10% Administrative Parking Reduction							302	

EXISTING SITE - AERIAL PHOTO



SITE PLAN - OPTION 5 - 4% FAMILY (3-STORY)

1" = 50'-0"



Option 5														
Unit Count											Parking Count			
	Bldg 1	Bldg 2	Bldg 3	Bldg 4	Bldg 5	Total Units	%	Total Beds	SF/ Unit	Total Unit SF	Stalls/Unit (SC Housing)	Parking Req'd (SC Housing)	Parking Req'd (COC)	Pkg Prov'd
Studio		0	0	0	0	0	0%	0	0.0	0.0	1.0	0	0	
1 bd	7	1	9	13	4	34	20%	34	0.0	0.0	1.0	34	34	
2 bd	17	16	21	23	23	100	60%	200	0.0	0.0	1.5	150	200	
3 bd	6	10	3	12	3	34	20%	102	0.0	0.0	2.0	68	102	
	30	27	33	48	30	168	100%	336		0.0		252	336	304
						w/ CoC Transit Proximity 10% Administrative Parking Reduction							302	

SITE PLAN - OPTION 5 - 4% FAMILY (3-STORY)

1" = 50'-0"



Option 5														
Unit Count											Parking Count			
	Bldg 1	Bldg 2	Bldg 3	Bldg 4	Bldg 5	Total Units	%	Total Beds	SF/ Unit	Total Unit SF	Stalls/Unit (SC Housing)	Parking Req'd (SC Housing)	Parking Req'd (COC)	Pkg Prov'd
Studio		0	0	0	0	0	0%	0	0.0	0.0	1.0	0	0	
1 bd	7	1	9	13	4	34	20%	34	0.0	0.0	1.0	34	34	
2 bd	17	16	21	23	23	100	60%	200	0.0	0.0	1.5	150	200	
3 bd	6	10	3	12	3	34	20%	102	0.0	0.0	2.0	68	102	
	30	27	33	48	30	168	100%	336		0.0		252	336	304
						w/ CoC Transit Proximity 10% Administrative Parking Reduction						302		



MERCY HOUSING SOUTHEAST

**CITY OF CLEMSON PLANNING COMMISSION
ZONING AMENDMENT APPLICATION**

March 10, 2025



March 10, 2025

City of Clemson
Planning Commission Zoning Amendment
Re: 579 Old Greenville Highway

Mercy Housing Southeast (“MHSE”) is looking to develop this 11.67 acre site into a 168 unit multi-family affordable housing community for families earning at or below 60% AMI utilizing the 4% Low Income Housing Tax Credit (LIHTC) and tax exempt bond (TEB) program administered by SC Housing. The site is currently zoned RM1 which does not allow for multi-family housing. In order to construct this community with the density level needed to make the project financially feasible (168-unit/336 bedrooms) the **RM4** designation is required.

Who Is MHSE?

Mercy Housing Southeast develops affordable rental apartment homes and provides wrap around services so that residents can thrive. We have been doing the work quietly for over 25 years, with approximately 3,000 affordable homes in Georgia, South Carolina, and other southeastern markets.

We are an affiliate of Mercy Housing, Inc. (“MHI”), an organization in Denver, Colorado who is the central server for five affiliates across the country. The Mercy Housing family is the most productive non-profit housing developer in the country. We show up and develop housing locally – all while having access to the diverse expertise and financial depth of a national organization.

We have a strong Board of Directors who is committed to seeing projects through. The Board has real estate and community development expertise, and the majority of the board and staff is comprised of Black, Indigenous, and People of Color.

We have the ability to handle every aspect of affordable real estate development including project financing, community outreach and planning, construction management, property management, asset management and resident services.

Why Partner with the Mercy Housing Team?

1. Expertise in Housing Development: We are a highly experienced team that can manage every aspect of the redevelopment lifecycle. We have a proven track record in affordable housing development generally and deep expertise and success with the LIHTC. This spans from 44-acre, six-phase master planned communities to one-acre multifamily development.

2. Partnership Excellence: We often partner with non-profit and city agencies in ways that make better communities. Our last three collaborations with the City of Savannah (Savannah Gardens), PCCI (Thrive Sweet Auburn), and Mercy Park (Mercy Care) were award-winning developments.

3. Resident Services: Building housing is only the first step. Mercy Housing measures success by our ability to enable residents to thrive. This is a key differentiator between Mercy Housing and many for-profit developers. We design programming and staff properties to address the following kinds of questions:

- a. Where does Mr. Williams turn if he loses his job?
- b. Who will work to socially integrate residents in the building with social events?
- c. Who will help Ms. Torres get re-enrolled in Medicaid?
- d. Who will knock on Ms. Stockton’s door when no one has seen her in a couple of days?
- e. Who will connect Mr. Simon’s kids to after-school programs?

Mercy Housing Southeast

260 Peachtree Street, Suite 1800, Atlanta, Georgia 30303 o | 404.873.3887 f | 404.881.1191

mercyhousing.org

Mercy Housing is sponsored by communities of Catholic Sisters

LIVE IN HOPE





3. Sustainable and Resilient Design: We emphasize sustainable and resilient design principles. Our architects and engineers incorporate energy-efficient features and climate-responsive designs. This not only benefits residents but also contributes to environmental conservation and reduces operational costs.

4. Nationwide Mercy Housing Network Access: MHSE has access to the expertise, predevelopment resources, and balance sheet of Mercy Housing, the most productive non-profit developer in the country. If there is a model of affordable or mixed-income housing development in existence, Mercy Housing has already done it somewhere.

5. Full-Service Developer: We have property management and resident services teams with deep experience managing affordable and mixed-income housing.

6. Our team's multidisciplinary expertise, commitment to affordability and the Atlanta BeltLine, and community-centric approach position us as an ideal developer to bring into the City of Clemson to address its housing needs.

7. Financial Strength and Stability

8. MHSE has a strong financial position and is backed by the full strength and credit of Mercy Housing, Inc. ("MHI"). MHSE's financials are incorporated into its parent company. MHI takes a consolidated approach to financial stability, cash flow, and budgeting of its subsidiaries, including MHSE. Mercy Housing's financial strength is excellent. As of 01 January 2023, MHI had, on a consolidated basis, total assets in excess of \$4.1 billion, cash and cash equivalent of \$108,414,976 and unrestricted net assets-controlling of \$830.2-million. MHI was assigned an AA- issuer credit rating by Standard and Poor's.

Thank you for taking the time to learn a little more about Mercy Housing Southeast. We look forward to responding to any questions.

Respectfully,

James Alexander
President
Mercy Housing Southeast





MERCY HOUSING

INTRODUCING MERCY HOUSING

Mercy Housing, Inc.

Mercy Housing was founded over 40 years ago by a group of Sisters of Mercy, who worked in health care and legal aid. They discovered that low-income patients and clients were often not getting better unless their housing needs were met. Mercy Housing was launched to respond to this need. Our mission is to create stable, vibrant, and healthy communities by developing, financing, and operating affordable, program-enriched housing.

Today, Mercy Housing, Inc. is the most productive non-profit developer of affordable housing in the country, providing over 24,000 affordable homes. Regional affiliates, such as Mercy Housing Southeast, benefit from the deep national expertise of Mercy Housing, Inc. If there is an unusual type of challenge or development, chances are that someone in Mercy's network has direct experience with the issue and can offer sage advice.

Nationally and locally, we have a strategic focus on partnering with houses of worship and faith-based organizations in ways that reconnect with the organization's origins. Plugging into this network will benefit this initiative.

MHI is the most productive non-profit affordable housing developer in the country, providing over 24,000 affordable homes.

Mercy Housing Southeast

Mercy Housing Southeast ("MHSE") is a non-profit subsidiary of Mercy Housing, Inc. Based in Atlanta, we have developed affordable housing for over 20 years. Since 2000, MHSE has developed or acquired more than 3,350 affordable rental homes throughout the region. We have served as the developer and general partner in 21 projects producing 2,329 units. We have not prioritized scale, but have focused instead on developments that meet the need, support surrounding communities and partners, and demonstrate impact. Currently, we have a staff of 25 FTE, primarily in resident services.



MHSE has not prioritized scale, but has focused on developments that meet the need, support surrounding communities and partners, and demonstrate impact.

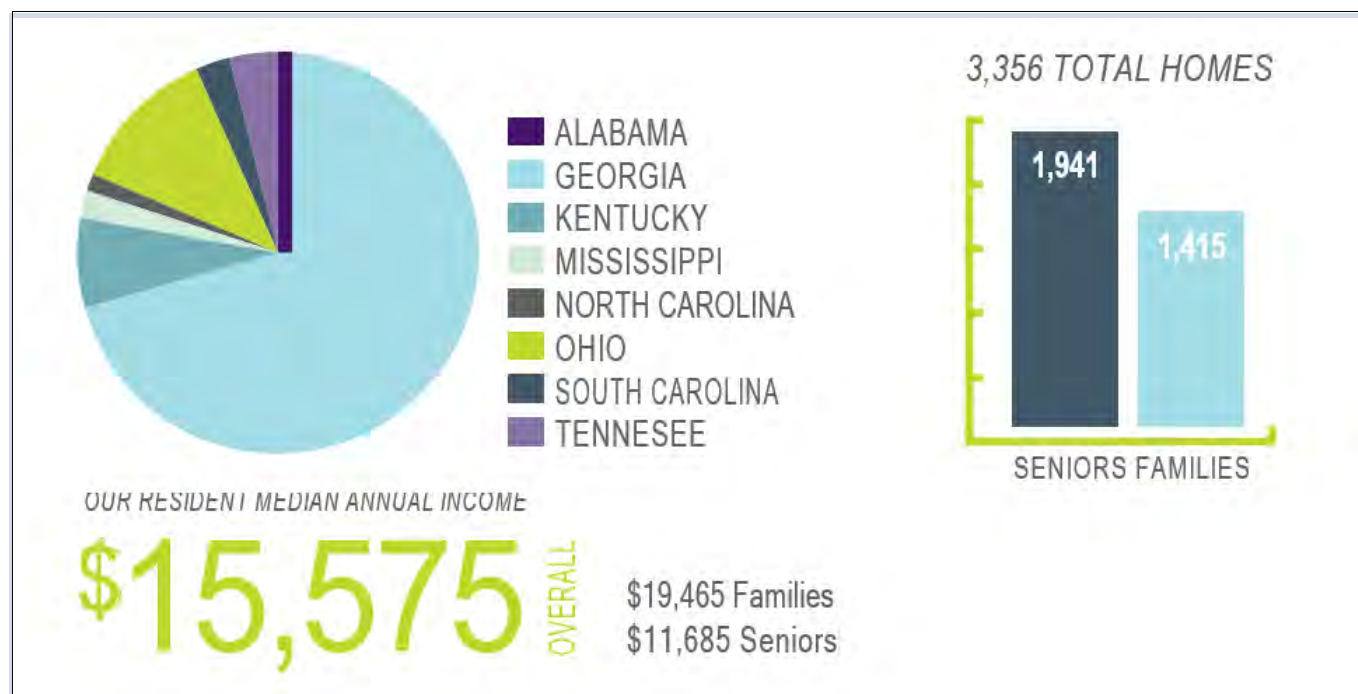
PROVIDING STABLE HOUSING IS JUST THE BEGINNING

Many of our residents are working to overcome challenges that stem from poor education, financial instability, illness, addiction and isolation. Once our residents have the foundation of stable housing, they can focus on meeting other needs. Mercy Housing Southeast offers an array of on-site supportive services which are designed to help residents manage and improve their health, finances and education, establish stability and achieve a stronger foundation for a more vigorous life.

- Health and Wellness: Access to healthy foods, health navigation services, behavioral health counseling, chronic-disease prevention education, fitness and exercise programs, and community gardens.
- Academic Enrichment: After school programming for children with a focus on academics, art and physical activity.
- Economic Stability and Mobility: Job readiness, work force training, adult literacy, and eviction prevention interventions
- Community Engagement: Community projects and events, safety initiatives, voter registration and volunteer opportunities
- Permanent Supportive Housing: Affordable housing for disabled veterans, formerly homeless or at risk of homelessness and other special needs so that they may live independently. We own over 5,200 PSH units nationally.



WHO WE SERVE - MHSE



DEVELOPMENT TEAM

The Mercy Housing Southeast team has broad and deep development experience that spans mixed-income mixed-use developments to 100% affordable family and senior development. We also have access to national expertise and financial resources which is not typical for a nonprofit. The core team consists of the following:

- James Alexander; President of MHSE
- Wm. James Talley, Jr.; Regional VP of Real Estate
- Ronit Hoffer; Senior Developer
- Regiah Taylor; Project Developer I
- Kirsten Benson; Project Developer I
- Dee Walsh; Executive Vice President (Mercy Housing, Inc.)
Advisory and Resources
- Selena Freeman; Vice President of Resident Services
- Beth Haynes; Regional Philanthropy Director

Members of the MHSE development team have successfully been awarded funds from the following programs: GA LIHTCs, FHLB-Atlanta AHP, HomeFirst, state, county and city HOME, National Housing Trust Fund, PBRA, as well as private foundation grants. In 2022, MHSE was awarded a \$5-million Investments in Housing Grant from the Governor's Office Planning and Budget and were awarded three (3) 9% LIHTC awards – two (2) in Georgia and one in South Carolina and one 4% LIHTC award. Additionally, the team also has strong relationships with local funders at Invest Atlanta and the City of Atlanta.

JAMES ALEXANDER



James is the President of MHSE and he provides oversight and support for real estate development, resident services, and fundraising. He has worked in various leadership and project management capacities in affordable housing, community development, and real estate for over 15 years, focused on creating better communities for people with a variety of incomes. He has engaged in the development of over 500 affordable housing units, primarily through the Low Income Housing Tax Credit program in Massachusetts and Georgia.

Mr. Alexander still tries to play soccer and resides in Atlanta.

WM. JAMES TALLEY, JR.

James is the Regional VP of Real Estate for Mercy Housing Southeast and will serve as the primary project manager. Prior to joining MHSE in 2022, James worked for The Housing Authority of the City of Atlanta, Georgia for 15 plus years. While at Atlanta Housing, James worked in several positions, most recently as Development Executive for the real estate development group. As Development Executive, James had the overall responsibility of carrying multiple development phases from project inception to offboarding to the asset management group. James also served as the primary liaison with the City of Atlanta's Department of Planning. Over his real estate development career he has overseen

the development of over 2,800 mixed-income rental homes via 20 successful Low Income Housing Tax Credit awards. Prior to working at Atlanta Housing, James worked in the private sector as a construction manager/owner's representative in affordable housing and as a principal for a private sector developer of market rate for sale residential development. Before transitioning to real estate development, James spent a number of years in banking operations, investment banking and retail/commercial banking.

James is an honors graduate of Morehouse College, in Atlanta, where he earned a Bachelor of Art degree in Political Science.

RONIT HOFFER

Ronit serves as Senior Developer for Mercy Housing Southeast. She joined MHSE in 2016 and brings to her role more than 15 years of experience in the field of real estate and affordable housing development. Ronit focuses on South Carolina and completed/leased up a 9% LIHTC development in Greenville, has a second Greenville 9% LIHTC development currently under construction and was recently awarded 4% LIHTC/TEB for a RAD conversion of Columbia Housing Authority property.

Prior to joining Mercy Housing Southeast, Ronit was a Multifamily Underwriter at the Georgia Department of Community Affairs in the

Housing Finance and Development division where she conducted the financial feasibility analysis and scoring of competitive rounds for the allocation of 9% low income housing tax credits. She underwrote tax credit, HOME and bond financed investments including the cost certification/8609 process.

Prior to DCA, Ronit served as the Program Manager at the Atlanta Land Trust Collaborative where her role was to develop and manage the creation of neighborhood community land trusts (CLTs) along the Beltline.

Before shifting her career focus to the mission of affordable housing development, Ronit was a real estate attorney where she represented developers and builders in all phases of the development of mixed-use, condominium and residential planned communities as well as LIHTC developments and their management companies.

Ronit received her J.D. from Emory University School of Law and her B.A. from the University of Michigan.

REGIAH TAYLOR



Regiah is a dynamic project developer with a drive for creating new communities. She holds a bachelor's degree in real estate from Virginia Tech and recently completed her Master of Sustainable Real Estate Development at Tulane University. With a keen eye for industry dynamics and a commitment to community impact throughout roles in commercial, retail, and residential development, Regiah brings valuable insights.

KIRSTEN BENSON



Kirsten serves as Project Developer I at Mercy Housing Southeast. After completing a master's degree in Urban Studies from Georgia State University With 8 years of real estate experience, Kirsten has been the project developer for two unique MHSE projects, Savannah Gardens phase 6 (SG6) and Thrive Sweet Auburn. SG6 is a 20 building, 87-unit development built in partnership with the City of Savannah. Thrive Sweet Auburn is an award-winning 117-unit mixed use building in the heart of Atlanta's historic Sweet Auburn district.

DEE WALSH – ADVISOR



Dee serves as the Executive Vice President and Chief Officer of Strategic Development for Mercy Housing, Inc. and has over 23 years of experience as a development executive at Reach CDC and Mercy Housing Dee's roles in this engagement will be the following:

- To provide a conduit to expertise and resources at MHI, Mercy Housing Lakefront, and Mercy Housing Northwest.
 - To advise the Mercy Housing Southeast team, on a weekly basis, regarding any challenging development issues that may arise.
- Dee joined Mercy Housing following her work as the Chief Operating Officer at Network for Oregon Affordable Housing (NOAH), where she managed operations, lending, communications and strategic plan implementation.

While there, she raised nearly \$30 million in new capital to fuel the organization's affordable housing lending. Before NOAH, Dee served as the Executive Vice President for Network and Corporate Affairs for Housing Partnership Network—leading domestic and international peer learning among HPN's members to advance housing development practices. As REACH Community Development's Executive Director for 22 years, Dee directed the organization's housing development and property management work and created nationally recognized resident services and neighborhood revitalization programs.

Dee holds a Certificate in Achieving Excellence in Community Development from Harvard University, and a master's degree in Urban Planning from University of Washington. Dee was an adjunct professor at the Center for Real Estate Development at Portland State University and is the co-author of the book, Navigating Community Development.

SELENA FREEMAN



Selena is Vice President of Resident Services for Mercy Housing Southeast. She joined MHSE in 2015 and has spent 20 years working in social services with the last 10 years of her career focused on supportive housing, program development, and management of staff.

Resident Services' primary purpose is to bring together resources and staff to enrich the lives of families and seniors through collaborative programming and partnerships with community agencies. Service core areas include economic stability, health partnerships, community engagement, and youth academic enrichment. Resident Services staff utilize engagement, assessment, coordination, and referrals to build community, provide support, empower, and educate.

Prior to Mercy Housing, Selena managed permanent supportive housing programs funded through Housing opportunities for Persons With AIDS (HOPWA) and Shelter + Care. Before focusing her career on housing, Selena provided substance abuse/mental health treatment to adults and families in both individual, group and outpatient settings as well as county Accountability Courts.

Selena received her Masters of Science in Counseling and Education from Nova Southeastern University and her Bachelor's of Science in Human Resources at Georgia State University.

BETH HAYNES



Beth Haynes brings more than 25 years of nonprofit leadership in fundraising and communications. Beth spent several years with arts organizations in Sacramento, CA before returning to Atlanta in 2000 as Director of Development and Marketing at Theatrical Outfit, managing annual giving, subscriptions sales, sponsorships, and the capital campaign for The Balzer Theater at Herrens. Other positions include serving as Director of Development and Communication for Southface Energy Institute, where she managed the publication of the Southface Journal, annual and membership, and capital campaign for the Eco-Office, Director of Direct Response Fundraising for MAP International and as Director of Development at the National Center for Civil and Human Rights and HOPE Atlanta.

Beth was raised in DeKalb County, received her BA from Auburn University and MA in Communication from the University of Georgia. She currently lives in downtown Atlanta.



DEVELOPER EXPERIENCE

EXPERIENCE OF DEVELOPER

DEVELOPMENT FINANCING EXPERIENCE

MHSE has developed a high level of expertise in putting together winning applications for both 9% LIHTCs and 4% tax-exempt bond/LIHTCs in Georgia and South Carolina.

Over the last three years MHSE has been awarded four 9% allocations. All Mercy projects require integrating LIHTCs with multiple layers of financing such as HOME, AHP, TCAP/Exchange, conventional financing, as well as project based rental or operating subsidy. The table on the following page details the subsidies integrated within each development.

**MHSE has been awarded
four 9% and two 4%
LIHTC awards over the last
four years**

We have executed large scale transformative initiatives (i.e. Savannah Gardens - a multi-phased master planned development), adaptive re-use (i.e. Heritage Place), high-rise preservation (i.e. Atrium at Collegetown), and small-scale infill in primarily urban environments.

Mercy Housing, Inc. collectively has provided over 24,000 rental homes primarily through combining the Low Income Housing Tax Credit and other subsidies. Access to development advisors Dee Walsh and Alisa Luber will bring to bear the deep expertise of these individuals and Mercy's national footprint.



Below is a list of supporting documents that will follow:

- Table of MHSE projects with the key funding sources integrated;
- Highlighted projects: Mercy Park, Savannah Gardens, and Reynoldstown Senior;
- Appendix: A table summary of Mercy permanent supportive housing & Ileah La Vora projects

Property Name	Location	LIHTC Award Date	Completion Date	Total Units	Low Income Units	Market Rate units	Subsidized Units	Activity	Funding Sources
Henderson Place	Atlanta, GA	10/21	2025	76	76	0	0	NC	• 4% LIHTC • Tax-Exempt Bonds • Housing Opportunity • Eastside TAD • Conventional • Mercy Housing Gap Funds
Heritage Place	Savannah, GA	10/22	2025	88	88	0	0	Resynd	• 9 LIHTC • Low-interest loan from Housing Authority of Savannah • Low-interest loan from City of Savannah • Conventional • Investments in Housing Grant (Governor's Office of Planning and Budget - 2022)
Clairmont Senior	Chamblee, GA	10/22	2025	55	55	0		NC	• 9% LIHTC • Conventional • Mercy GAP Funds
The Paragon (Under Construction)	Mauldin, SC	10/22	2025	88	88	0		NC	• 9% LIHTC • Conventional • Mercy GAP Funds • GCRA HOME/AHF/HOME ARP • TGHA PBVs
Clairmont Family	Chamblee, GA	10/21	2025	67	67	0	0	NC	• 9% LIHTC • HOME (County) • Conventional • Investments in Housing Grant (Governor's Office of Planning and Budget - 2022)
Thrive Sweet Auburn	Atlanta, GA	10/19	5/23	117	117	0	23	NC	• 9% LIHTC • HomeFirst • HOME (State) • Conventional
Olii Place	Mauldin, SC	09/19	3/22	46	46	0	0	NC	• 9% LIHTC • HOME (State, County) • Conventional
Savannah Gardens VI	Savannah, GA	01/19	5/22	85	68	17	0	NC	• 9% LIHTC • HOME (State) • CDBG (CHSA) • Conventional
Mercy Park	Chamblee, GA	06/15	02/18	79	79	0	0	NC	• 9% LIHTC • HOME (State, County) • AHP • Conventional

Reynoldstown Senior	Atlanta, GA	06/14	10/16	70	69	0	26	NC	• 4% LIHTC/Bond • HOME (City) • HUD 202 • Beltline AHTF Gran • Enterprise Grant • PBRA (HUD, PHA)
Savannah Gardens V	Savannah, GA	01/14	11/15	76	59	16	0	NC	• 9% LIHTC • CDBG (CHSA) • Conventional
Savannah Gardens IV	Savannah, GA	01/13	02/15	114	90	23	0	NC	• 9% LIHTC • CDBG (CHSA) • Conventional
Savannah Gardens III	Savannah, GA	12/10	09/12	94	89	5	0	NC	• 9% LIHTC • CDBG (CHSA) • Conventional
Savannah Gardens II	Savannah, GA	07/10	03/12	40	40	0	40	NC	• HUD 202 • 202 PRAC subsidy
Savannah Gardens I	Savannah, GA	02/10	11/11	115	114	0	0	NC	• 9% LIHTC • HOME (State) • Conventional • CDBG (CHSA) • Cash flow loans
Renaissance at Park Place South	Atlanta, GA	2024	2026	100	100	0	100	Rynd	• 4% LIHTC • HOB • Tax-exempt bonds • Conventional

THE PARAGON -- UNDER CONSTRUCTION



The Paragon is a 88-apartment multifamily development with one-, two-, and three-bedroom apartments for families located on East Butler Road, within walking distance of the Woodruff Rd. corridor. The community features a mix of rental apartments for families earning below 30% - 80% of the HUD Area Median Income. Ten percent of the homes will also be set aside for families who have a family member with a disability. The Paragon is very close to grocery stores, restaurants, pharmacies, medical offices, public schools, and other services.

AMENITIES & SERVICES

- Community room & kitchen
- Computer center & media room
- Beautiful grounds, playground
- Energy Star appliances in all the homes Fitness facility
- Onsite laundry
- Onsite parking
- Smoke-free community

STATISTICS

- 19 one-bedroom apartments, 47 two-bedroom apartments, 22 three-bedroom apartments
- Rent is income restricted

1215 E. Butler Rd.
Mauldin, SC
29607

PROPERTY TYPE
Family

HOMES
88

CONTRACTOR
Progress Carolina

ARCHITECT
Neighboring Concepts



OLII PLACE APARTMENTS



Ollie Place Apartments is a 46-apartment multifamily development with one-, two-, and three-bedroom apartments for families located on East Butler Road, within walking distance of downtown Mauldin. The community features a mix of rental apartments for families earning below 60% and 50% of the HUD Area Median Income. Ollie Place is very close to grocery stores, restaurants, pharmacies, medical offices, public schools, the Mauldin Cultural Center, and other services. Transportation is available to the residents by Greenville County's public bus system, the GreenLink, which has multiple stops in Mauldin including the Mauldin Cultural Center.

AMENITIES & SERVICES

- Easy access to GreenLink public transportation
- Community room & kitchen
- Computer center & media room
- Beautiful grounds, featuring a gazebo, playground, and native plant walking trail
- Energy Star appliances in all the homes
- Fitness facility
- Onsite laundry
- Onsite parking
- Smoke-free community

STATISTICS

- 18 one-bedroom apartments, 22 two-bedroom apartments, 3 three-bedroom apartments
- Rent is income restricted

**221 E. BUTLER RD.
MAULDIN, SC 29662**

PROPERTY TYPE

Family

HOMES

46

CONTRACTOR

Progress Carolina

ARCHITECT

Neighboring Concepts



SENIOR RESIDENCES AT MERCY PARK



The Senior Residences at Mercy Park is a 79 apartment affordable housing development for seniors aged 62 years and older. The site is conveniently located less than two blocks from the Chamblee MARTA station in a transit-oriented neighborhood close to many amenities. A Walmart Superstore with a pharmacy and supermarket is adjacent to the site and easily accessible to residents. The surrounding area also includes several community parks, drug stores, financial institutions, medical offices, public schools, post office, police station a variety of retail shops, and the City of Chamblee Civic Center. Furthermore, Mercy Care, a Federally Qualified Health Center and Atlanta's only Healthcare for the Homeless program, is located on the project site. This development advances Mercy Housing's commitment to the integration of health and housing, a key component of Mercy Housing's 2015 - 2019 Strategic Plan.

AMENITIES & SERVICES

- Marta Chamblee Station Adjacent
- Located within culturally significant transit-oriented neighborhood with easy access to retail, restaurants, grocery, senior center
- Community room & kitchen
- Covered porches, sunrooms and open air rooftop deck
- Energy Star appliances
- Computer Center
- Fitness facility
- Laundry rooms
- Media room
- Onsite parking
- Social & recreational programs
- Smoke free community
- Shares campus with full service primary care medical center

STATISTICS

- 79 apartments of senior housing
- 57 one-bedroom apartments & 22 two-bedroom apartments
- Rents are income restricted

**5124 PEACHTREE RD
CHAMBLEE, GA
30341**

678.266.6116
(TTY 800.877.8973 or 711)

PROPERTY TYPE
Senior

HOMES
79

CONTRACTOR
McShane Construction

ARCHITECT
Smith Dalia Architects, Inc.



MERCY HOUSING SOUTHEAST TEAM

EXPERIENCE DEVELOPMENT: SENIOR RESIDENCES AT MERCY PARK, CHAMBLEE, GA

PROJECT HIGHLIGHTS

Units	79
Type	SENIOR
Financing Type	9% LIHTC
First Occupancy	2018

FINANCING SOURCES

Total Development Costs	\$15.3 M
Tax Credit Equity	\$12.6 M
DCA HOME	\$2 M
Deferred Developer Fee	\$469 K

REFERENCE

St. Joseph's Health System, Inc.
Tom Andrews, President & CEO
424 Decatur Street, SE Atlanta, GA
30312
TAndrews@mercyatlanta.org
678.843.8502

OWNER / DEVELOPER

Mercy Housing Southeast

DEVELOPMENT PARTNER

Mercy Care/St. Joseph's
Healthcare

ARCHITECT

Smith Dalia

PROPERTY MANAGER

Mercy Housing
Management Group

CONTRACTOR

McShane Construction

DATES

2015 - 2018

AMENITIES

On-Site Resident Services
Leasing Office
Fitness Center
Media Room
Community Room
Demonstration Kitchen
Computer lab
Outdoor BBQ Area
Outdoor Seating Area/Porch

SAVANNAH GARDENS



Located in Savannah's historic eastside neighborhood, Savannah Gardens is the redevelopment of Strathmore Estates, a 44-acre site that contained 380 apartments of substandard rental housing. Mercy Housing partnered with CHSA Development and the City of Savannah to redevelop the community, first built in the 1940s. Construction of the fifth phase was completed in early 2016 and includes 399 affordable family homes, and 40 affordable senior homes. Construction on the sixth and final phase will conclude in early 2022. The community contains a large public park. Savannah Gardens is part of an EarthCraft Coastal Community, ensuring sustainable development and energy efficiency.

AMENITIES & SERVICES

- Community Center
- Computer center, library, media room, arts & crafts room
- Exercise room
- Energy-efficient appliances and washer/dryer hook-ups
- On-site laundry
- Smoke-free community
- Covered pavilion with picnic/BBQ facilities, on-site public park
- Services and activities for all residents
- Community garden
- 24-hour emergency maintenance

STATISTICS

- One, two, three, and four-bedroom apartments including 26 fully-accessible homes
- 40 homes of affordable rental housing for low-income seniors
- 399 homes of affordable rental housing for low-income families and individuals

**515 PENNSYLVANIA AVE.
SAVANNAH, GA 31404**

**912.335.4835
912.335.4838**

PROPERTY TYPES
Multifamily, Senior

HOMES
439



FUNDED BY

Low Income Housing Tax Credits and Georgia Department of Community Affairs Neighborhood Stabilization Program, City of Savannah Community Development Block Grant, HUD Section 202



MERCY HOUSING SOUTHEAST TEAM

EXPERIENCE DEVELOPMENT: SAVANNAH GARDENS, SAVANNAH, GA

PROJECT HIGHLIGHTS

	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V
Units	115	40	94	114	76
Type	Family	Senior	Family	Family	Family
Financing Type	LIHTC	HUD 202	LIHTC	LIHTC	LIHTC
First Occupancy	Oct. 2011	Aug. 2011	Dec. 2012	Dec. 2014	Sept. 2015
Current Occupancy %	95.65%	100%	91.49%	93.86%	98.68%

PERFORMANCE METRICS

	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V
Budget	Within Budget	Within Budget	Within Budget	Within Budget	Within Budget
Schedule	On Schedule	On Schedule	On Schedule	Construction Delays	On Schedule
Lease Up	Met or Exceeded Proforma Absorption	Met or Exceeded Proforma Absorption	Met or Exceeded Proforma Absorption	Met or Exceeded Proforma Absorption	Met or Exceeded Proforma Absorption

FINANCING SOURCES

	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V
Total Development Costs	\$14.8 M	\$4.3 M	\$12.4 M	\$16.4 M	\$11.5 M
City of Savannah CDBG	\$500,000		\$500,000	\$195,000	\$269,833
Tax Credit Equity	\$9,024,098		\$9,358,726	\$9,618,899	\$9,847,073
Mortgage	\$1,017,000		\$2,626,000	\$5,200,000	\$1,403,306
Exchange	\$1,933,833				
DCA NSP	\$2,500,000				
HUD Capital Grant		\$4,300,000			
Developer Deferred Fee				\$1,392,997	0

OWNER / DEVELOPER

Mercy Housing Southeast

PROPERTY MANAGER

Mercy Housing
Management Group

CONTRACTOR

NorSouth Constructors

DATES

2009 - Present

SIZE / AMENITIES

439 Units
Leasing office
Fitness center
Media room / library
Arts & crafts room
Computer labs

PHASES

5 Planned

RESIDENT POPULATION

Senior and Family

RESIDENT SERVICES

After school tutoring
Summer camp
Meals on Wheels
Fitness classes
Financial education -
partnered with Wells Fargo

REFERENCE

CHSA Development, Inc.
Darrel Daise, Director (retired)
6 East Bay Street Savannah,
GA 31401
d.daisers@gmail.com

REYNOLDSTOWN SENIOR RESIDENCES



Reynoldstown Senior Residences is comprised of 70 affordable apartments for seniors age 62 years and older. This brand new community is located in the historic Reynoldstown neighborhood of Atlanta. This walkable neighborhood is one of the most diverse areas inside the perimeter and is home to over 1,500 households. Reynoldstown's rich history and central location has also attracted the Atlanta Beltline, a multi-use trail and major revitalization effort in the city. The Beltline runs right through the Reynoldstown neighborhood and is in close proximity to our senior housing development. Positioned on a major street, the site has great access to Interstates, 20, 75, and 85. In addition to providing a great location to residents, the project will feature an extensive amenity package that includes a covered patio, media room, fitness center, computer center, and raised garden beds.

AMENITIES & SERVICES

- | | |
|--------------------------------|--------------------------------|
| Access to the Atlanta Beltline | Fitness facility |
| Close to downtown Atlanta | Laundry rooms |
| Community garden | Media room |
| Community room & kitchen | Onsite parking |
| Computer center | Raised garden beds |
| Covered porches | Social & recreational programs |
| Energy efficient appliances | Picnic area |
| | Smoke free community |
| | Sunrooms |

STATISTICS

- 70 units of senior housing including one & two-bedroom apartments
- 58 one-bedroom units & 11 two-bedroom units and one Manager unit
- Completed: Summer of 2016
- Rents are income restricted

**695 FIELD ST. SE
ATLANTA, GA 30316**

404.975.4291
(TTY) 800.877.8973 or 711

PROPERTY TYPE
Senior

HOMES
70

CONTRACTOR
Tower Construction

ARCHITECT
Martin Riley Associates

AWARDS
Affordable Housing Tax
Credit Coalition 2017
Charles L. Edson Tax Credit
Excellence Award for
Outstanding Senior Housing
Development



MERCY HOUSING SOUTHEAST TEAM

EXPERIENCE DEVELOPMENT: REYNOLDSTOWN SENIOR RESIDENCES, ATLANTA, GA

PROJECT HIGHLIGHTS

Units	70
Type	SENIOR
Financing Type	4% LIHTC; HUD 202
Current Occupancy	100%

OWNER / DEVELOPER

Mercy Housing Southeast

ARCHITECT

Martin Riley

PROPERTY MANAGER

Mercy Housing
Management Group

FINANCING SOURCES

Total Development Costs	\$11.6 M
Tax Credit Equity	\$3.7 M
HUD 202	\$4.7 M
Invest Atlanta (Bonds)	\$5.5 M
City of Atlanta HOME	\$300 K
Beltline	\$730 K
ANDP	\$275 K
Enterprise	\$11 K

CONTRACTOR

Tower Construction

DEVELOPMENT COMPLETION

2017

AMENITIES

On-Site Resident Services
Leasing Office
Fitness Center
Media Room
Community Room
Computer lab
Outdoor BBQ Area
Outdoor Seating Area/Porches

Mercy Housing Southeast's most recently completed project is Thrive Sweet Auburn, a 117-unit, mixed-use development in Atlanta's Sweet Auburn historic district. Details and photos of the project follow on the next few pages.

Mercy Housing Inc. has developed numerous projects incorporating residential and commercial in the same development. Some examples of our commercial tenants include: nonprofit robotics education, small healthy grocers, traditional retail, restaurants, a veterinarian, early childhood education centers, senior centers, and a lot more. We are also developing small spaces for small businesses and local entrepreneurs. Information for two of those projects, 455 Fell and The Frederic Lohse Apartments, follows the Thrive information.



Thrive Sweet Auburn

Atlanta, Georgia

Completed April 2023



- Family property
- 117 units at 30%, 60%, and 80% affordability
- 20% of the units are Permanent Supportive Housing
- Affordability Period- 20 years, although MHSE has never sold a property to become a market rate property and has never converted any properties to market rate housing
- Development Team Members:
 - Architect- Goode Van Slyke Architecture
 - General Contractor- McShane Construction
- Site Amenities:
 - Community garden
 - Healthcare clinic and preventative healthcare services
 - Weekly on-site mobile banking
 - Laptop computers for check-out
 - Beautiful outdoor pavilion

- o Community laundry room
- o After-school program and summer camp
- o One block from the MLK MARTA Station

- Financing Sources:

- o Grandbridge
- o HOME
- o Mercy Gap Fund
- o FHLB AHP
- o HomeFirst
- o The Home Depot Foundation
- o Wells Fargo
- o Eastside TAD

- Property Managed by Mercy Housing Management Group

- Currently occupied at 100%

- NGBS Bronze certified

- Winner of the Atlanta Business Chronicle's 2023 Best in Atlanta Real Estate Award

- Thrive was built in partnership with Project Community Connections, Inc., a rapid rehousing provider whose mission closely aligns with MHSE's. The building is mixed-use and includes offices for PCCI and First Step Staffing in first-floor store fronts.

- We wanted to provide as many units as we could, while also adhering to limitations caused by having only one acre of land with a large, historic Coca Cola billboard directly in the middle of the plot.



455 Fell

San Francisco, CA

Completed May 2019



455 Fell is a rental affordable housing development in San Francisco's Hayes Valley neighborhood with funding from the Mayor's Office of Housing and Community Development of the City and County of San Francisco. The development consists of 108 affordable family units, ranging in size from one- to three-bedrooms.

This development is a collaboration between Mercy Housing California (MHC) and San Francisco Housing Development Corporation (SFHDC). MHC is a nonprofit corporation whose mission is to create and strengthen healthy communities through the provision of quality, affordable, service-enriched housing for individuals and families who are economically poor.

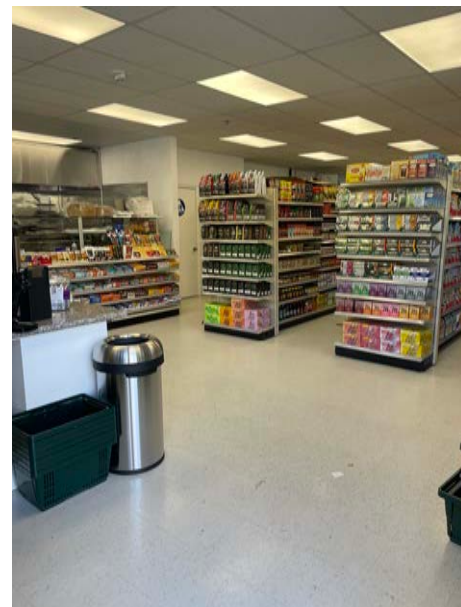
The development is managed by Mercy Housing Management Group (MHMG), a Mercy Housing affiliate. MHMG is committed to providing quality property management services that reinforce the philosophy that all residents deserve respect, dignity, and a place to call home.

Amenities

- Two residential units specifically designed and marketed for family day care providers.
- Commercial space designed for small local grocer, Fell Food Basket.
- Community Garden with programs coordinated by Community Grows.
- Office space for supportive services by MHC, SFHDC, and Episcopal Community Services.
- Ample bicycle storage and workshop for tenants.
- A large courtyard (3,780 SF) and publicly-accessible mid-block passage.

Fell Food Basket

Fell Food Basket is a small, local grocer leasing the commercial space at 455 Fell. Below are photos of the interior and exterior of the store.



The Frederic Lohse Apartments

Roseville, CA



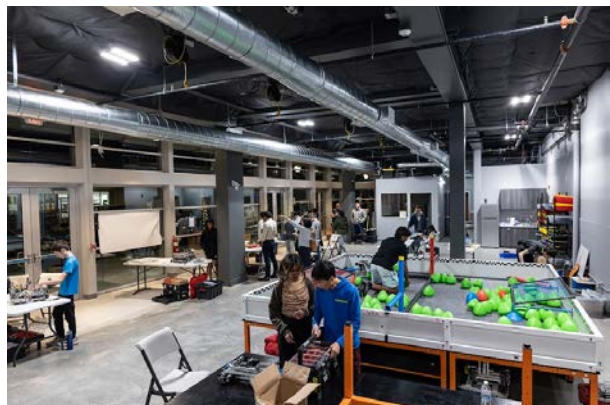
The Frederic Lohse Apartments is a new mixed-use affordable family community with 12 one-bedroom, 27 two-bedroom, and 19 three-bedroom homes. In addition to a community lounge open to the courtyard and an after school activity room, the building includes 2,900 sq. ft. of Vernon Street commercial frontage on the ground floor which is leased to Placer Robotics Center, a non-profit. The Frederic Lohse Apartments offers permanently affordable homes in a spatially and energy efficient building located in close proximity to all of Downtown Roseville's exciting and essential amenities.

Amenities

- Community courtyard and playground
- On-site laundry
- Community room and kitchen
- Secured bicycle storage throughout building
- Underground parking garage

Placer Robotics

Placer Advanced Robotics and Technology "is an independent 501c3 non profit community organization that provides unique opportunities for students grades 4-12 to pursue competitive robotics and explore other technology related activities."



EXPERIENCE OF DEVELOPER

GENERAL CONSTRUCTION APPROACH

CONSTRUCTION EXPERTISE

Rather than employ an in-house construction department, MHSE partners with external companies who have specialized expertise in this area. MHSE highly recommends that diversity and inclusion be a major element in the decision-making process.

CONSTRUCTION PROCUREMENT EXPERTISE

We approach each development project with an eye toward partnering with the best general contractor at the most favorable all-in price for the specific geographic area. Most often we issue an RFP from a list of three to five pre-selected general contractors that have experience working with both tax credit and HUD/HOME funds. There are times, however, when we select a general contractor earlier in the development process and we can negotiate the price together and value engineer if necessary as we work towards closing. Either way, we investigate if other successful projects in the area were completed by other general contractors and try to determine if they would be a right fit with our organization and build a team that best suits the development.

Our goal is to invite this pre-vetted list of general contractors to provide preliminary pricing at around 50% construction documents. At approximately 80% construction documents, we ask for refined numbers with assumptions and clarifications so that we can identify gaps and overlaps. It is our intention to use those numbers during underwriting and applications to SC Housing. Based upon this last comparison, we select our preferred general contractor. During final underwriting and the last 45-60 days prior to closing, we hope to have permit related feedback. We share this information as soon as possible with the selected general contractor to get a refined price and that is used for the final GMP contract.

DESIGN MANAGEMENT

The most important aspect of design management is selecting a strong architect. In Goode Van Slyke Architecture, the team has a design firm with strong credentials. Typically, architects are the smartest people on the job site, and working with them is a partnership. Agreeing in principle with the architect early on about budget and quality is important – especially for affordable housing development. Pricing designs at every stage is important to keep all parties accountable.

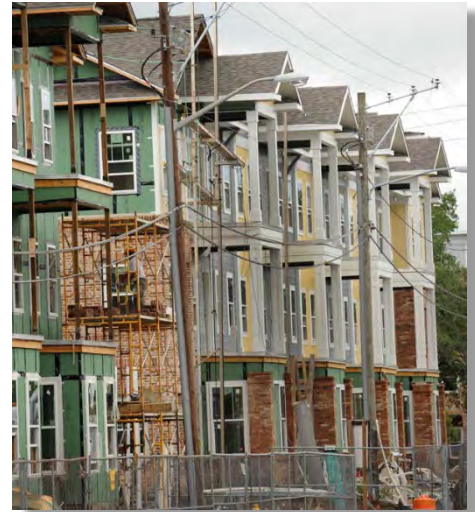
CONSTRUCTION MANAGEMENT EXPERIENCE

Over his 20 plus year career, James Talley has either worked directly on construction sites or indirectly managed the process as an owner's representative. James has worked on concrete and steel structures as well as stick built projects - all project were either residential multifamily or elderly only rental developments or residential for sale developments.

HOW WE BUILD ON-TIME AND WITHIN BUDGET

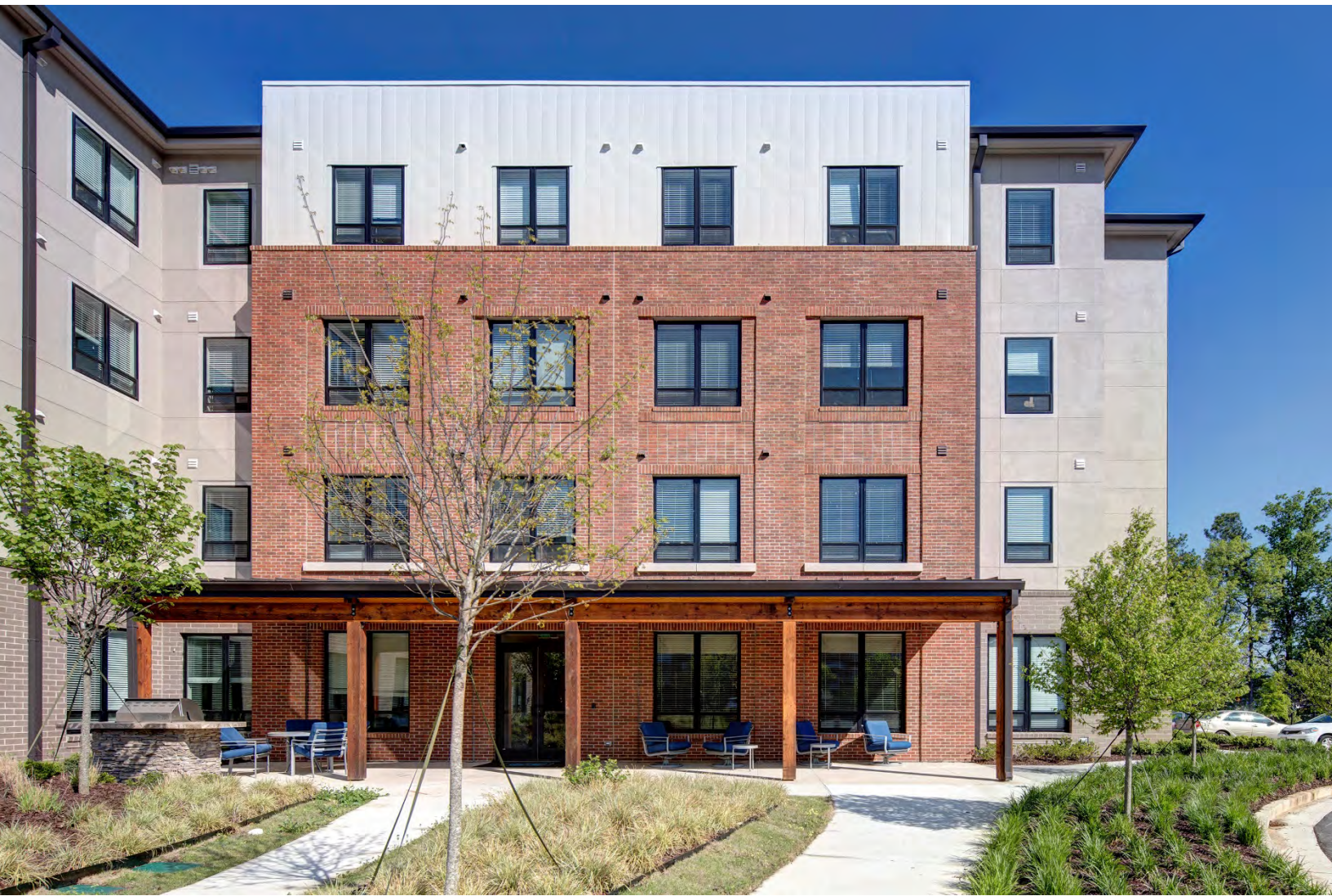
Our Mercy Park development is a premier example of MHSE's ability to deliver projects on-time and within budget, so much so that Mercy Park was able to successfully claim an upward timing adjuster from the investment partner. We are able to do this because we truly see our general contractors as partners. We are an open book and describe what our goals and desires are from early on and throughout the construction process to ensure everyone is on the same page. This approach is good practice in an environment of escalating hard costs.

We have used peer review consultants for various areas to ensure a second set of eyes have confirmed that issues like accessibility, sustainability measures, and constructability are caught early on avoiding costly fixes.



We generally utilize a Guaranteed Maximum Price (GMP) contract to ensure that our general contractors take on more risk associated with minor misses in coordination of details and intent. GMP contracts, if utilized properly and within the spirit of partnership, help eliminate many unnecessary change orders. During construction, our Owner's Representative is engaged in the review of all payment applications as well as any requests for change orders or an increase in time. Thorough review of the situation as it unfolds provides a level of comfort to the ownership partners that an independent third party is keeping the general contractor honest. If an issue arises that is out of our control, i.e. weather delays, inspector re-interpretation of codes, etc. we rely heavily on our design team, general contractor, and owner's representative to come up with cost saving alternatives or alternative sequencing options to make up time.

Lastly, we track change orders and contingencies on a regular basis and review at least once a month internally and with the general contractor. We even assign categories that precipitated the change so that future projects have the insight of previous projects. Our goal is to share these lessons learned with future design teams up front.



FINANCIAL CAPACITY STATEMENT

FINANCIAL CAPACITY STATEMENT

Our team's financial capacity is represented in the deals that we have successfully closed and completed as well as our respective financial statement. Our capacity was demonstrated in Section 2 of this response via our respective project lists.

Mercy Housing Southeast, Inc. ("MHSE") has a strong financial position and is backed by the full strength and credit of Mercy Housing, Inc. ("MHI"). MHSE's financials are incorporated into its parent company Mercy Housing, Inc. MHI, based in Denver, Colorado, takes a consolidated approach to financial stability, cash flow, and budgeting of its subsidiaries, including MHSE, Mercy Housing California, Mercy Loan Fund, and others. Mercy Housing's financial strength is excellent. As of 01 January 2023, MHI had, on a consolidated basis, **total assets in excess of \$4.1-billion, cash and cash equivalent of \$108,414,976 and unrestricted net assets-controlling of \$830.2-million**. Mercy Housing was assigned a **AA- issuer credit rating by Standard and Poor's**. This rating means that the marketplace sees Mercy as a financially strong, extremely well-managed company with a very strong enterprise risk profile. All of that simply means that Mercy Housing has and is positioned to continue to demonstrate our financial strength through the utilization of excellent strategic planning processes, use of a dynamic and proactive business model, and the flexibility to address affordable housing needs while remaining financially successful. Moving forward, we expect this rating to help Mercy Housing access alternative sources of funding, lower our costs of borrowing, and improve our ability to produce and preserve more affordable housing inside mixed-income developments. MHI typically provides corporate guarantees for projects developed by MHSE. For your convenience, copies of the **two (2) most recent audited financial statements** have been provided as part of this RFQ response.

What the audited financial statements and letter of support provides AH, as a potential development partner with our team, is peace of mind in knowing that MHSE has the financial capacity to successfully execute the financial closing and get the development through construction to stabilization.



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider the addition of the Lawrence Road (One Clemson) property to the Parks Master Plan.

Agenda Item Detail: (expand as necessary for clarification)

Consider the addition of the Lawrence Road (One Clemson) property to the Parks Master Plan as a future park site for the City of Clemson.



3.2 Supply Analysis

Parks and recreation agencies have often employed a research technique called benchmarking when developing system planning documents. Benchmarking is intended to help an agency understand how they “stack up” or compare to agencies of similar size, nature, and scope. Today, the National Recreation and Park Association (NRPA) compiles data from municipalities and parks and recreation agencies across the country annually via their Park Metrics database. Park Metrics provides insights into “average” statistics in terms of park land provided per 1,000 residents, trail miles, full-time equivalents (FTEs), budget allocation, and much, much more, diminishing the need to develop customized benchmarking forms and research. As a result, this comparison’s results are two-fold: 1) they provide an overview of Clemson Parks & Recreation’s (“Clemson”) inventory and supply and 2) they show how the inventory and supply relates to agencies of similar scope.

All metric standards represent the *median* statistic based on the NRPA’s park and recreation agency performance benchmarking tool. It should also be noted that this process is self-selected, meaning park and recreation agencies choose to participate *and* upload their own information. For each benchmark category, the median metric is presented. For the purposes of this benchmark, metrics for all cities, service population of less than 20,000 people, 1,501-2,500 population per square mile, and maintain 10-19 parks are listed to provide additional lenses to view benchmark metrics.

3.2.1 Park Land and Trails

Clemson’s level of service for park land and trails aligns with industry medians for agencies of similar size and scope (**Table 1**). At the development of this report, additional park land and trail mileage is being considered for expansion.

Metric	Clemson	All Cities	Less Than 20,000 Population Served	1,501-2,500 Population Per Square Mile	10-19 Parks Maintained
Residents per Park	1,257	2,000	1,225	2,200	2,200
Acres of Park Land per 1,000 Residents	13.5	11.5	13.0	12.3	10.1
Miles of Trail*	6.4**	16	4	18	8

*Trail miles are a combination of paved and unpaved.

**There are also an addition 1.5 miles of trails available outside of park miles.

Table 1: CPRD Park Land and Trails Benchmark

Park	Acreage
Parkland System Parks	
Catherine Smith Plaza	0.40
Subtotal	0.40
Neighborhood Parks	
Ashley Dearing Park	4.60
Earle Anderson Park	4.90
Jaycee Park	1.10
Rotary Park	0.30
Subtotal	10.90
Community Parks	
Clemson Park	6.00
Dawson Park	8.20
Larry W. Abernathy Waterfront Park	10.20
Mountain View Park	33.30
Subtotal	57.70
Regional Parks	
Twelve Mile Recreation Area	28.50
W.C. Nettles Park	136.20
Subtotal	164.70
Greenspace/Active Areas	
Berkeley Orchard	4.80
Gateway Park	4.60
Shanklin-Sams Greenspace	2.50
Tottie's Place	4.10
Subtotal	16.00
Recreation Center	
Central-Clemson Recreation Center	4.30
Subtotal	4.30
Grand Total	254.00

*Lawrence Road Property is an undeveloped 1.9 acre Neighborhood Park.

Figure 25: CPRD System Inventory



6.4 Visionary Projects

There are 5 *visionary* projects currently identified within the CPRD system. These projects total an estimated ~\$900,000 and relate to new amenities (**Table 15**).

Visionary Projects			
Location/Park	Classification	Description	Estimated Cost
Ashley Dearing Park	Neighborhood Park	Turn current baseball field into a destination playground area	\$250,000
Berkeley Orchard	Greenspace/Natural Area	Develop conceptual plan for trails, meadows, and orchards	\$45,000
Clemson Park	Neighborhood Park	Add a playground with more play features	\$250,000
Lawrence Road Property	Neighborhood Park	Develop the site commensurate with a Neighborhood Park classification.	TBD
W.C. Nettles Park	Community Park	Add 12u baseball field	\$350,000
W.C. Nettles Park	Community Park	Add a netting system to protect bystanders from foul balls on upper three youth fields	\$15,000
Total			\$910,000

Table 15: Capital Improvement Plan (CIP) – Visionary Projects





F14.	Move toward more intentional landscapes such as meadows, pollinator gardens, and bioswales.	☐ Not Started ☐ In Progress ☐ Completed	A
F15.	Implement the <i>Nettles Park Site Master Plan</i> .	☐ Not Started ☐ In Progress ☐ Completed	A
F16.	Develop the Lawrence Road property commensurate with the Neighborhood Park classification, incorporating facility, amenity, and programming needs identified in this <i>Master Plan</i> .	☐ Not Started ☐ In Progress ☐ Completed	A
Programs			
Strategic Action		Status	Priority
P1.	Add more inclusive recreation programming opportunities and elevate the awareness of existing inclusive programming opportunities.	☐ Not Started ☐ In Progress ☐ Completed	A
P2.	Continue to enhance social gathering opportunities, community events, and family programming.	☐ Not Started ☐ In Progress ☐ Completed	A
P3.	Identify new programs that leverage the system's outdoor recreation opportunities (both land and water).	☐ Not Started ☐ In Progress ☐ Completed	A
P4.	Identify new nature-based programs such as nature programming at Berkeley Orchard, nature walks, pruning/arboriculture demonstrations, and naturalist talks at community gardens.	☐ Not Started ☐ In Progress ☐ Completed	B
P5.	Seek to add performing arts activities and experiences to the programming portfolio.	☐ Not Started ☐ In Progress ☐ Completed	A
P6.	Work with partners to expand aquatic programming, as appropriate and/or as resources become available.	☐ Not Started ☐ In Progress ☐ Completed	C
P7.	Continue to identify facilitative and/or collaborative programming opportunities that do not have major capital infrastructure implications.	☐ Not Started ☐ In Progress ☐ Completed	B
P8.	Utilize non-reverting funds to enhance staffing capacity and earned revenue opportunities.	☐ Not Started ☐ In Progress ☐ Completed	A

Table 17: Implementation Plan – Experiences Strategies and Tactics



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider awarding the conceptual design and construction documents contract for the Abernathy Park Redevelopment project to MKSK, Inc. in the amount of \$236,100.00 for conceptual design and a flat fee of 8% the estimated project construction cost for construction documents.

Agenda Item Detail: (expand as necessary for clarification)

The City placed an advertisement for design service on Nov. 26th, 2024, and received proposals on January 17, 2025 from, five (5) design firms.

The selection committee members reviewed the submissions and determined to interview three of the firms (MKSK, Seamon Whiteside, and Weston & Sampson).

The selection committee interviewed the firms during the weeks of February 10 & 17th. After interviews were complete the selection committee recommended that contract negotiations begin with MKSK to re-design Abernathy Park. City Council approved entering into negotiations March 3, 2025.

MKSK will initially assist the City with public meetings and stakeholder engagement, site design, environmental testing, permitting, conceptual documentation, cost estimating and funding sourcing, and maintenance scheduling for the planned re-design. Once conceptual plans have been approved, we will move into the construction document development phase which has been priced at a flat rate of 8% of the total construction budget of the project.

Proposal & Interview Selection matrix's are attached along with MKSK's design proposal.

2024 Abernathy Park Redevelopment Evaluation Matrix

	Proposal Followed Format Requested in RFQ	Statement of Organization & Personnel Qualification	Relevant prior project experience	Relevant prior permitting experience	Understanding and Approach	Projected Contract proposal price estimate	Total
Weight	1	3	5	5	5	1	
Eastern Engineering of SC	25	54	40	35	60	20	234
GMC	25	64.5	102.5	107.5	87.5	17.5	404.5
MKSK (group)	25	63*	95	92.5	107.5	15	423
Seamon Whiteside	25	72	115	107.5	110	25	454.5
Weston & Sampson	25	74*	122.5	115	107.5	22.5	491

 indicates consultants invited for an interview

* indicates consultants with a female team/project lead (+25 points)

2024 Abernathy Park Redevelopment Interview Evaluation Matrix						
	Communication Skills	Project Experience and problem solving	Public Participation means/method	Vision for the park (no design just thoughts)	Challenges for the park and potential solutions	Avg. (Total)
Weight	1	5	5	5	5	
MKSK (group)	4.33	24.17	20.83	23.33	24.17	96.83
Seamon Whiteside	5.00	23.33	20.83	22.08	22.50	93.75
Weston & Sampson	3.00	20.83	20.00	20.00	22.92	86.75
	indicates consultants selected to enter into negotiations					

PROPOSAL FOR THE REDEVELOPMENT OF ABERNATHY PARK

March 31, 2025

MKSK

March 31, 2025

MKSK

Brandon Burton, Procurement Coordinator
City of Clemson Finance Department
1250 Tiger Blvd, Suite 2
Clemson, South Carolina 29631
bburton@cityofclemson.org

RE: Abernathy Park Redevelopment - MKSK Fee Proposal Rev 2

Dear Mr. Burton:

Thank you for the opportunity to submit this proposal for the redevelopment of Abernathy Park. We appreciate the significance of this project to the Clemson community and are grateful to be engaged in helping refresh this waterfront asset.

Building on our March 7th and March 28th virtual meetings and discussion of the scope submitted in our RFP response, we have updated our Scope of Services to reflect the requested changes.

Please review the enclosed fee proposal and let me know if there are any additional modifications needed to prepare for Council review in early April.

Respectfully submitted,
MKSK, Inc.



Darren J. Meyer, ASLA, PLA, AICP, Principal
dmeyer@mkskstudios.com
Responsible for the Submission, Authorized Representative

504 Rhett Street, Greenville, South Carolina 29601



SCOPE OF SERVICES



Task 1 - Project Management and Structure / Work Plan and Coordination		
1.1	Project Kick-off and Prep	Prepare for a project kick-off meeting with the City Review Team (CRT), Project Management Team (PMT) to establish goals and objectives and community engagement plan
1.2	Project Management Team (PMT) Meetings (monthly)	Consultant, City Project Manager and City Staff - schedule status, deliverable status, action items, coordination items
1.3	Design Team Coordination Meetings (monthly)	Consultant team meetings to review project status, schedule, milestones, deliverables, and coordination items
1.4	Project Administration	Consultant coordination, invoicing, meeting minutes, scheduling, record keeping
1.5	Project Management Plan	Summary of schedule, deliverables, review and approval processes, and community engagement plan
1.6	Project Progress Report	Monthly summary of project schedule, progress on key tasks, issues tracking, and action items for City's Project Manager and other team members
Task 2 - Design, Survey, and Coordination		
2.1	Site and Context Tour	Consultant team tour with Project Manager and City Staff
2.2	Asset Inventory	Inventory of physical, cultural, and natural assets of the site and context
2.3	Site Reconnaissance and Audit	Quantitative and qualitative audit of the site
2.4	Existing Base Information Review	Review of current as-built plans, surveys, and base information provided by Client
2.5	Review of Recent Traffic Studies	Review traffic studies that will inform traffic patterns based on recent surrounding development
2.6	Literature Review & Planning Alignment	Review of current plans, studies, planned capital projects, planned development projects
2.7	Supplementary Survey	Topographic, Boundary, Utility (based on existing City and Hub Project utility information). City to provide inventory of trees to be removed with sewer project
2.8	Wetland Delineation and Early Coordination with the Army Corp of Engineers (ACOE)	Delineate wetland and stream boundaries in the field and create a location map based on the field findings. Submit their findings to the Army Corp of Engineers for their concurrence of the findings
2.9	Base Mapping	Thematic mapping of GIS, as-built and survey data of existing conditions
2.10	Soils Testing	In situ and lab testing of soils
2.11	Stormwater Modeling	Stormwater modeling and calculations will be conducted to validate the preliminary design and confirm that the proposed improvements can be accommodated based on field conditions as documented by the field survey
2.12	Subsurface Investigation (following Task 4)	Field and lab investigation of subsurface conditions for proposed site features (including below water investigation, if required)
Task 3 - Stakeholder and Public Engagement Program		
3.1	Public Alignment & Engagement Strategy	Consultant team coordination with City PM and Staff on the development of a creative community engagement plan based on recent community engagement
3.2	Stakeholder Meetings (4 touch points)	Participation in small group and individual meetings with project stakeholders
3.3	Community Workshops at Project Milestones (2)	Preparation of materials and participation in Community Workshops at milestones in the design process
3.4	Park Talks (Mobile Workshop)	Taking the materials from the Community Workshop to historically under represented groups
3.5	City Leadership Meetings (3)	Development of presentations and participation in work sessions with City leadership
3.6	Project Website	Preparation of content for City-maintained project website
Task 4 - Conceptual Design and Funding Opportunities		
4.1	User Experience Design	Discern and articulate the desired range of experiences and activities in Abernathy Park (program) and the associated space planning, infrastructure, amenities, and built environment character that supports these experiences; refer to the 2024 Parks and Recreation Master Plan and Community Workshop #1 Public Input
4.2	Conceptual Design Alternatives (2-3)	Building on the 2024 Parks and Recreation Master Plan and desired User Experiences, develop conceptual design alternatives

SCOPE OF SERVICES

4.3	Conceptual Design Revisions and Preferred Alternative	Based on direction from Community Workshop #2, CRT and City Council, revise Concepts and develop a preferred alternative
4.4	Site Layout and Engineering Feasibility	Development of site linework with preliminary engineering
4.5	Initial Materials, Finishes, Furnishing and Fixture Selection	Preliminary selection of materials, finishes, and fixture/furnishing types
4.6	Fabrication and Constructability Review	Preliminary review and development of specialty/custom design elements with fabricators
4.7	Selective Site Demolition Analysis	Preliminary investigation of selective site demolition, salvage, construction logistics, and facilities protection
4.8	Schematic Plan Sheets	Documentation of primary site features, systems, and materials
4.9	Notes and Design Intent Narrative	Technical notes and descriptions to inform Schematic Design Cost Estimate
4.10	Preliminary Review with Permitting Authorities	Preliminary review with City Departments, USACE, Charleston and Savannah Districts, SCDOT, SCDES (if needed) to identify key issues; Including a traffic study to understand traffic implications
4.11	Illustrative Plan	Preparation of illustrative materials to communicate project character, design intent, and user experience
4.12	Schematic Design Preliminary Cost Estimate	Development of Schematic Design Construction Cost Estimate
4.13	Schematic Design Submittal (30% Set)	
4.14	Construction Budget and Preliminary Project Delivery	Establishment by City of construction budget and preliminary review of Project Delivery method (i.e., CMAR)
4.15	Fundraising Package	Create alternative funding strategies and a pitch package
4.16	Maintenance Schedule	Prepare schedule of maintenance activities to support operational planning and budgeting
Task 5 - Construction Drawings & Permitting / Deliverables		
5.1	Comment and VE Incorporation	Revise drawings to incorporate approved VE recommendations (based on City-approved budget) and reviewer comments
5.2	Design Development Linework Coordination	Finalization of site linework and coordination with consultant team
5.3	Final Materials, Finishes, Furnishing and Fixture Selection	Final selection of materials, finishes, fixtures and furnishings
5.4	Format Drawing & Specification Package	Prepare project-specific templates for working drawings and specifications; draft TOC of document package
	<i>Introductory Plan Sheets, Index, and Notes; Salvage, Recycling and Demolition Plans; Tree, Soil, & Landscape Protection Plans; Erosion & Sedimentation Control Plans; Site Utility Plans; Stormwater Management Plans / Grading & Drainage Plans; Site Layout Plans; Materials & Furnishings Plans; Soils Plan; Landscape & Planting Plans; Lighting & Electric Plans & Schedules; Environmental Graphics Plans & Schedules; Design Development Details</i>	
5.5	Material Samples and Mock-ups	Collection, review and mock-up of material palette and material relationships
5.6	Design Development Specifications	Outline Specifications and/or Sheet Specifications
5.7	45% Field and Desktop Plan Review	On-site field and desktop review with Project Manager and Consultant Team
5.8	Progress Review with Permitting Authorities	Project update with regulatory and permitting authorities (as listed on Task 4.12)
5.9	Design Development Cost Estimate	Development of Design Development Construction Cost Estimate
5.10	VE, Scope & Budget Reconciliation	Value Engineering and design/scope recommendations to align with budget
5.11	Design Development Submittal (45% Set)	
5.12	Procurement and Project Delivery Review	Consultation and coordination with City on proposed procurement requirements and finalization of Project Delivery method (i.e. CMAR)
5.13	Comment and VE Incorporation	Revise drawings to incorporate approved VE recommendations and reviewer comments
5.14	CD Plan Development	See list of Drawing Package sheets under 5.4 above
5.15	Div 0 and 1 Specifications	Procurement, Contracting Requirements and General Requirements by City in coordination with Consultant team

SCOPE OF SERVICES

MKSK

5.16	Div 2-32 Specifications	Technical specifications
5.17	90% Field and Desktop Plan Review	On-site field and desktop review with Project Manager and Consultant Team
5.18	90% Construction Document Cost Estimate	Development of Construction Document Cost Estimate
5.19	VE, Scope & Budget Reconciliation	Value Engineering and design/scope recommendations to align with budget
5.20	Construction Document Submittal (90%)	
5.21	Comment and VE Incorporation	Revise drawings to incorporate approved VE recommendations and reviewer comments
5.22	QA/QC Review	Internal consultant team quality control/quality assurance review
5.23	100% Construction Documents Submittal	
5.24	Permit Application, Coordination & Tracking	

PROJECT SCHEDULE

TASK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Task 1 - Project Management and Structure / Work Plan and Coordination															
Task 2 - Design, Survey, and Coordination															
Task 3 - Stakeholder and Public Engagement Program															
Task 4 - Conceptual Design and Funding Opportunities															
Task 5 - Construction Drawings & Permitting / Deliverables															

PERMIT SET COMPLETE BY JANUARY 2026

FEE PROPOSAL

MKSK

MKSK proposes to complete all Tasks except for Task 5 for a fixed fee of \$236,100. The fees for Task 5 will be equivalent to an eight percent (8%) of the overall construction budget approved by the City after Task 4. For services during bidding and construction, MKSK will work hourly to answer contractor questions, review construction progress, attend construction meetings, review submittals and shop drawings, approve pay applications, and provide substantial and final completion reviews of the built work. PCB Testing will be provided on an If Authorized basis per the rates below:

TEAM MEMBER	RATE
MKSK	
Darren Meyer, Principal	\$275.00
John Woods / Luis Calvo, Senior Associate	\$200.00
Brenda Diaz-Flores, Associate	\$185.00
Haoting Shi, Landscape Architect III	\$160.00
Landscape Architect II / Urban Planner II	\$145.00
Landscape Architect I / Urban Planner I	\$125.00
Administration / Intern	\$ 85.00
Russell Design Office	
Paul Russell, Principal	\$250.00
Associate	\$135.00
Designer	\$95.00
Rome Office	
Melissa Bauld Rome, Partner in Charge	\$200.00
Brian Rome, Partner	\$200.00
Jiayi Hong, Project Architect	\$175.00
Thomas & Hutton	
Kevin Shoemake, Principal	\$265.00
Jeff Halliburton, Project Manager	\$265.00
Jen Hayes, Structural Engineer	\$240.00
Dale Culbreath, Grant Administrator	\$200.00
Survey Party (2-men)	\$215.00
Survey Manager	\$220.00
DEVITA	
Shannon Epps, Principal, Electrical Department Manager	\$230.00
Mark Hufstetler, Principal, Structural Department Manager	\$230.00
Emily Ziegler, Mechanical Engineer	\$140.00
Terracon	
Steve Greabar, Principal, Senior Geotechnical Engineer	\$250.00
Maggie McKenney, Senior Staff Engineer/Project Manager	\$150.00

DIRECT PROJECT EXPENSES

Direct Project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct Project expenses will be invoiced at 1.2 times the actual amount. Direct Project expenses include, but are not limited to mileage, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All air travel, if required, will be by business class.

AUTHORIZATION

MKSK

The proposal herein is an agreement between the City of Clemson ("Client") and MKSK, Inc. (dba MKSK) and authorizes the services as described in this proposal.

Client

Signature

Date

Print Name and Title

MKSK, Inc. (dba MKSK)



Signature

March 31st, 2025

Date

Darren Meyer, Principal

Print Name and Title

TERMS AND CONDITIONS OF PROPOSAL

MKSK

DIRECT PROJECT EXPENSES Direct Project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct Project expenses will be invoiced at 1.2 times the actual amount. Direct Project expenses include, but are not limited to mileage, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11" – Per Sheet	\$ 0.10
B/W Copy 11" x 17" – Per Sheet	\$ 0.20
B/W Large Format Print – Per Sq. Ft.	\$ 0.30
Color Copy 8.5" x 11" – Per Sheet	\$ 1.00
Color Copy 11" x 17" – Per Sheet	\$ 2.00
Color Large Format Print – Per Sq. Ft.	\$ 4.00

ADDITIONAL SERVICES / STANDARD HOURLY RATES If the Scope of Services is substantially revised, the amount of total compensation shall be equitably adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Principal	\$ 300
Associate Principal	\$ 250
Senior Associate	\$ 220
Associate	\$ 200
Landscape Architect III	\$ 175
Landscape Architect II	\$ 160
Landscape Architect I	\$ 140
Urban Planner III	\$ 175
Urban Planner II	\$ 160
Urban Planner I	\$ 140
Intern	\$ 95
Administration	\$ 95

RETAINER The Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this Agreement. This retainer shall be held by the consultant and applied against the final invoice.

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed by the Client or not. Client shall not withhold amounts from Consultant's compensation to impose a penalty or liquidated damages on Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the

other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the Consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon seven (7) days' written notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client or cure of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this Agreement, and the time for performance of Consultant's services and Consultant's compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

TERMINATION OF AGREEMENT This Agreement may be terminated by either party upon ninety (90) days written notice with or without cause. In the event of termination not initiated by the Consultant, the Consultant shall be compensated for all services performed to the date of termination by Consultant and its Subconsultants, if any, together with their direct project expenses incurred.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction or the Project or following the completion of the Project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation pursuant to applicable state law of alternative dispute resolution unless the parties mutually agree to another form of mediation, which shall be a condition precedent to initiation of binding dispute resolution. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors, construction contractors and Subconsultants retained for the Project and to require such parties to also include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as a condition precedent to formal dispute resolution between all the parties to all those agreements relating to the Project.

APPLICABLE LAW Unless otherwise specified by applicable law, this Agreement shall be governed by the laws of the State of South Carolina.

ENTIRE AGREEMENT This Agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant.

TERMS AND CONDITIONS OF PROPOSAL

MKSK

LIMITATION OF CONSULTANT'S LIABILITY TO CLIENT To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars (\$50,000), whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

LIMITATION OF LIABILITY FOR CONTRACTOR AND SUBCONTRACTOR CLAIMS To the fullest extent permitted by law, the Client agrees to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and Subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's Subconsultants to all those named shall not exceed fifty thousand dollars (\$50,000) or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OBSERVATION SERVICES Consultant shall not control or be responsible for the construction contractor's construction means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. Consultant shall have no responsibility for the failure of any party to construct the Work as shown in Consultant's documents.

If and to the extent that the Client does not retain Consultant for construction observation services, Client acknowledges there may be misinterpretations of the Consultant's plans and specifications during construction, which may lead to errors and subsequent damage. Should the Client elect to proceed with the Project without the Consultant providing construction observation services, the Client shall indemnify and hold-harmless the Consultant against any and all claims, damages, awards and cost of defense, which may arise out of the acts of any contractor or subcontractor performing work not in compliance with the plans and specifications furnished by Consultant.

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents to the Client shall not be responsible for any liability, cost or damage that may result from the interpretation or subsequent revision of documents for which the Consultant was not responsible.

STANDARD OF CARE In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or over the construction contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that subsequent bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

SHOP DRAWING REVIEW The Consultant shall review and approve or take other appropriate action on the construction contractor submittals, such as shop drawings, product data, samples and other data, which the construction contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not expressly brought to the attention of the Consultant by the construction contractor and identified in writing as a deviation by the construction contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant, except in the case of a legal requirement such as a Freedom of Information Act or similar mandatory disclosure. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall

TERMS AND CONDITIONS OF PROPOSAL

MKSK

have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to not reuse any of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

SEVERABILITY Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant, except in the case of a legal requirement such as a Freedom of Information Act or similar mandatory disclosure.

ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted

only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

BETTERMENT If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all construction contractors in its Client/Contractor contracts and, further, to require all subcontracts at any level to contain a like requirement. Failure by the Client and any of the Client's construction contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered or suspected by the Client, any construction contractor, or subcontractors, as the case may be.

CONTINGENCY The Owner and the Consultant agree that certain increased costs and changes may be required because of perceived omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Consultant and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount of at least ten (10) percent of the Project construction costs as a contingency to be used, to pay for any increased construction costs and changes attributable to such issues. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant or its Subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by a construction contractor relating to such changes.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, construction contractors or Subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-

TERMS AND CONDITIONS OF PROPOSAL

MKSK

negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

DEFINITION OF 'HAZARDOUS MATERIALS' As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES Both parties acknowledge that the Consultant's scope of services does not include any services related to the *discovery, identification or location of hazardous substances at the Project site* or the presence of any hazardous or toxic materials in general. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

CLIENT IS INTENDED THIRD PARTY BENEFICIARY OF ANY SUBCONSULTANT AGREEMENT. To the extent that Consultant enters into one or more Subconsultant Agreements for a portion of the services which Consultant is obligated to perform pursuant to this Agreement, the Client is an intended third-party beneficiary of each such Subconsultant's obligations to the Consultant under the Subconsultant Agreement. Consultant shall incorporate language to this effect into each Subconsultant Agreement. Other than the foregoing, nothing in this Agreement shall create a contractual relationship with or cause of action in favor of a third party to this Agreement.

WAIVER OF SUBROGATION To the extent damages are covered by property insurance, the Client and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Section 11.3 of AIA® Document A201–2017™, General Conditions of the Contract for Construction. The Client or the Consultant, as appropriate, shall require

of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

COMMENCEMENT OF CLAIMS AND CAUSES OF ACTION Both parties agree that any and all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this clause.

MAINTENANCE POST COMPLETION Client acknowledges and agrees that proper maintenance of the Project is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges that, as between the parties to this Agreement, the Client is solely responsible for the results of any lack of maintenance or for any improper maintenance.

ARTIFICIAL INTELLIGENCE The Client understands and agrees that Artificial Intelligence (AI) may be used on the Project. The Parties agree that any AI-generated input used, or output produced, under this Agreement shall be owned by the Consultant and may be used for the purposes outlined herein. The Consultant commits to employing AI technology responsibly and ethically, adhering to industry practices and guidelines, and has developed an internal policy to guide AI usage accordingly. However, due to the inherent complexities and external factors involved in AI, the Consultant is not providing any warranty or guarantee regarding any output produced under this Agreement.

PROMOTIONAL AND PROFESSIONAL MATERIALS Consultant shall have the right to include photographic or artistic representations of the design of the Project among its promotional and professional materials and be given reasonable access to the completed Project to make such representations. Client shall provide Consultant professional credit in Client's promotional materials for the Project.



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider awarding the base bid and all five (5) bid alternates of the 2025 road resurfacing project to Kings Asphalt Inc. for \$1,583,281.00.

Agenda Item Detail: (expand as necessary for clarification)

An invitation to bid on the project was placed on March 7th, 2025, The bid closed on April 3rd, 2025, two bids were accepted at the bid opening. Kings Asphalt Inc, was the low bid with a total of \$1,583,281.00.

The bid tab can be seen in the attachments.

Base bid includes:
mobilization, pavement leveling alternates and, pavement marking.

Bid Alternate #1 includes:
A portion of Chapman Hill Rd;

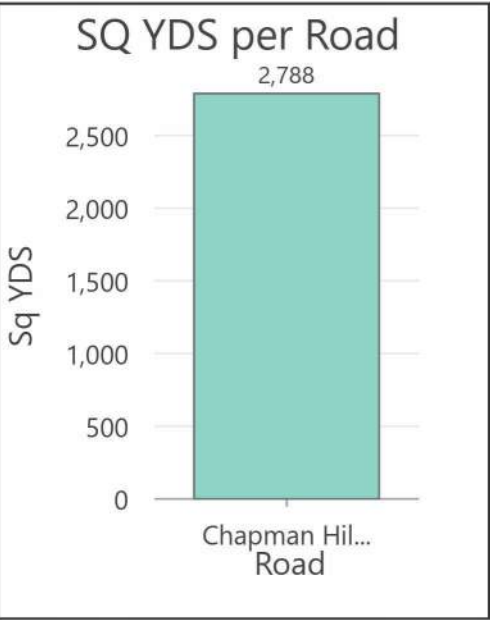
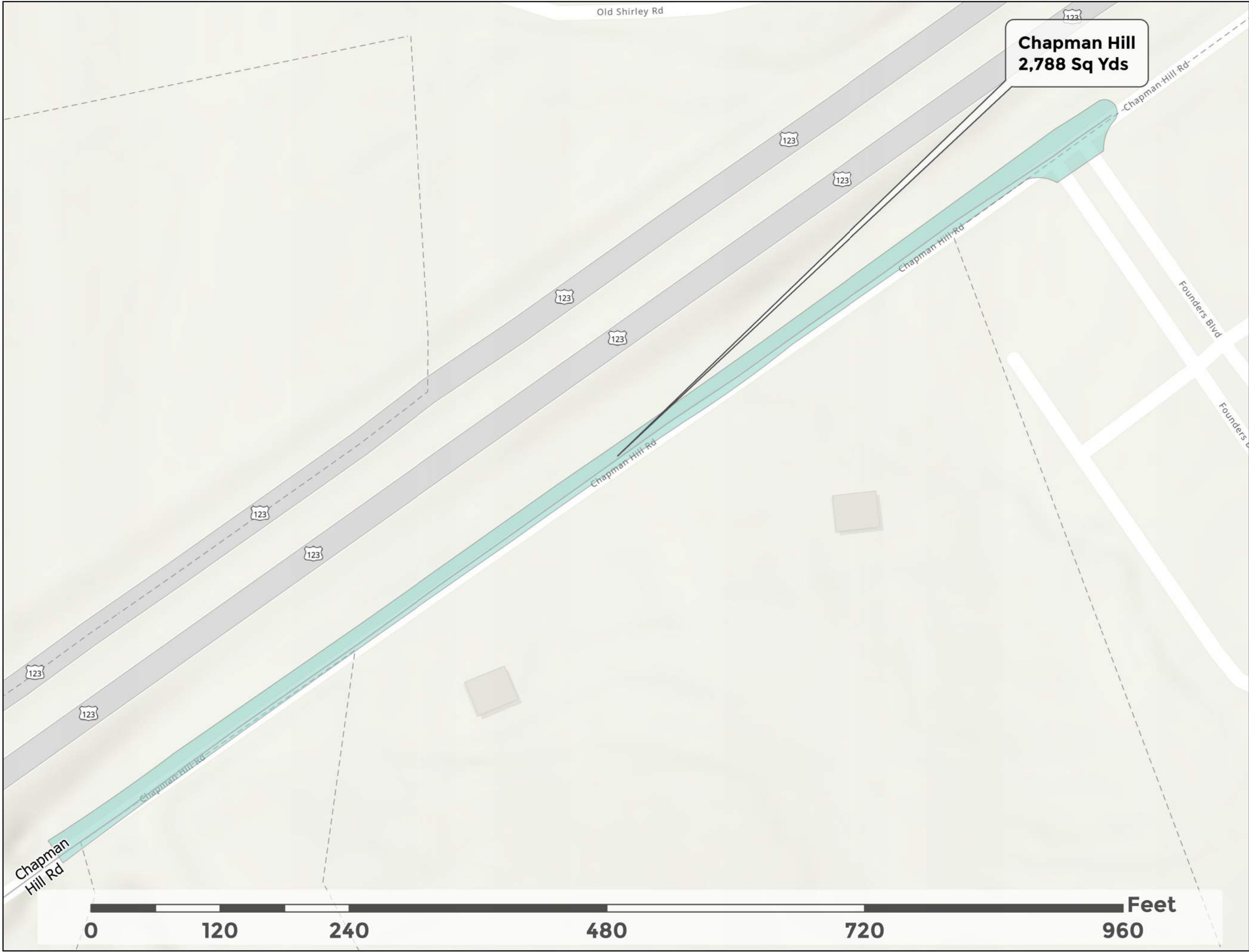
Bid Alternate #2 includes:
Riggs Dr., Poole Ln., Corley Ln., and Martin St.;

Bid Alternate #3 includes:
Strawberry Ln., and Walnut St.;

Bid Alternate #4 includes:
Vineyard Rd., and Roslyn Dr.;

Bid Alternate #5 includes:
Calhoun St. (west), College St., widening of College St. (north), and Pickens St.

BID SHEET - 2025 ROAD RESURFACING						Kings Asphalt Inc.	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total
Base Bid							
1	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 66,500.00	\$ 66,500.00
2	Crushed Stone Base	15	TON	\$ 150.00	\$ 2,250.00	\$ 106.50	\$ 1,597.50
3	HMA Leveling Course	15	TON	\$ 320.00	\$ 4,800.00	\$ 230.00	\$ 3,450.00
4	Thermoplastic Stopbar Marking	22	Each	\$ 325.00	\$ 7,150.00	\$ 240.00	\$ 5,280.00
Bid Alternate #1 :: Chapman Hill Rd							
5	Mill in Place	2788	SqYrd	\$ 6.46	\$ 18,010.48	\$ 11.75	\$ 32,759.00
6	2" Overlay	2788	SqYrd	\$ 27.10	\$ 75,554.80	\$ 24.00	\$ 66,912.00
7	Yellow Centerline	1000	LF	\$ 1.50	\$ 1,500.00	\$ 1.75	\$ 1,750.00
Bid Alternate #2 :: Cold Springs							
8	Full Depth Patch	1026	SqYrd	\$ 61.99	\$ 63,601.74	\$ 73.00	\$ 74,898.00
9	2" Overlay	19321	SqYrd	\$ 17.35	\$ 335,219.35	\$ 22.00	\$ 425,062.00
10	Yellow Center Line	8090	LF	\$ 1.50	\$ 12,135.00	\$ 1.75	\$ 14,157.50
11	Driveway Apron	102	Each	\$ 2,500.00	\$ 255,000.00	\$ 1,085.00	\$ 110,670.00
Bid Alternate #3 :: Strawberry Neighborhood							
12	Full Depth Patch	324	SqYrd	\$ 133.34	\$ 43,202.16	\$ 103.25	\$ 33,453.00
13	2" Overlay	5030	SqYrd	\$ 21.24	\$ 106,837.20	\$ 23.25	\$ 116,947.50
14	Yellow Center Line	1937	LF	\$ 1.50	\$ 2,905.50	\$ 1.75	\$ 3,389.75
15	Driveway Apron	28	Each	\$ 2,500.00	\$ 70,000.00	\$ 1,415.00	\$ 39,620.00
Bid Alternate #4 :: Vineyard Neighborhood							
16	Full Depth Patch	453	SqYrd	\$ 101.33	\$ 45,902.49	\$ 79.75	\$ 36,126.75
17	2" Overlay	11060	SqYrd	\$ 18.60	\$ 205,716.00	\$ 22.00	\$ 243,320.00
18	Yellow Center Line	4923	LF	\$ 1.50	\$ 7,384.50	\$ 1.75	\$ 8,615.25
19	Driveway Apron	21	Each	\$ 2,500.00	\$ 52,500.00	\$ 1,815.00	\$ 38,115.00
Bid Alternate #5 :: Calhoun Neighborhood							
20	Mill in Place	6690	SqYrd	\$ 5.38	\$ 35,992.20	\$ 9.25	\$ 61,882.50
21	Full Depth Patch	18	SqYrd	\$ 686.67	\$ 12,360.06	\$ 99.50	\$ 1,791.00
22	Full Depth Widening	232	SqYrd	\$ 134.49	\$ 31,201.68	\$ 125.00	\$ 29,000.00
23	2" Overlay	6690	SqYrd	\$ 17.08	\$ 114,265.20	\$ 22.00	\$ 147,180.00
24	Yellow Center Line	1831	LF	\$ 1.50	\$ 2,746.50	\$ 1.75	\$ 3,204.25
25	Driveway Apron	11	Each	\$ 2,500.00	\$ 27,500.00	\$ 1,600.00	\$ 17,600.00
TOTAL BID					\$ 1,683,734.86	\$ 1,583,281.00	



2025 Resurfacing Project
Chapman Hill Rd.

Legend

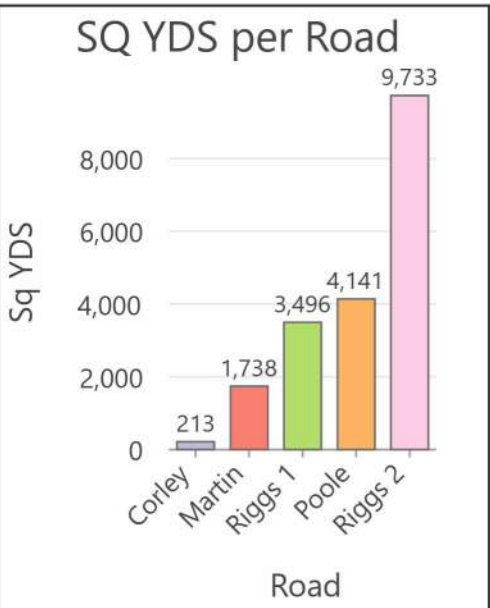
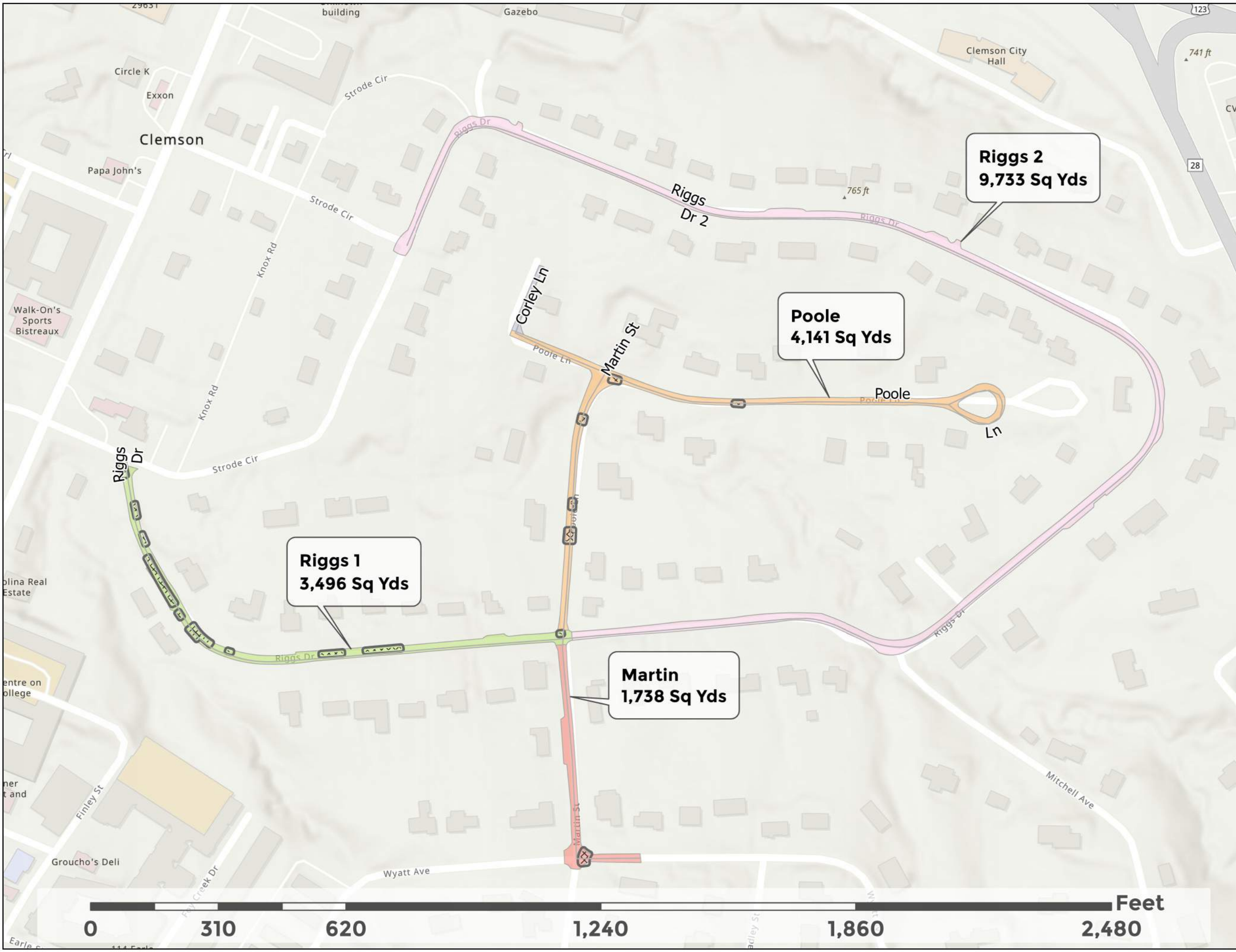
Street - Distance

— Chapman Hill Rd - 4,319 ft

 Milling Area

Roads and Area to Pave

 Chapman Hill



2025 Resurfacing Project
Cold Springs Neighborhood

Legend

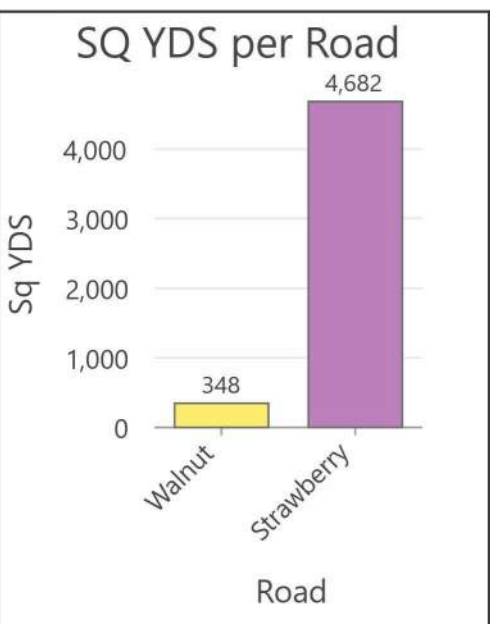
Street - Distance

- Corley Ln - 174 ft
- Martin St - 1,354 ft
- Poole Ln - 1,416 ft
- Riggs Dr - 1,399 ft
- Riggs Dr 2 - 3,921 ft

Milling Area

Roads and Area to Pave

- Corley
- Martin
- Poole
- Riggs 1
- Riggs 2



2025 Resurfacing Project
Strawberry Neighborhood

Legend

Street - Distance

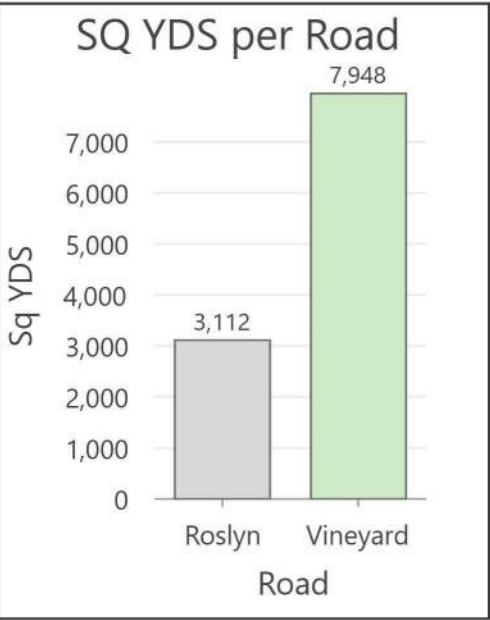
- Strawberry Ln - 1,774 ft
- Walnut St - 163 ft

Milling Area

Roads and Area to Pave

- Strawberry
- Walnut





2025 Resurfacing Project
Vineyard Neighborhood

Legend

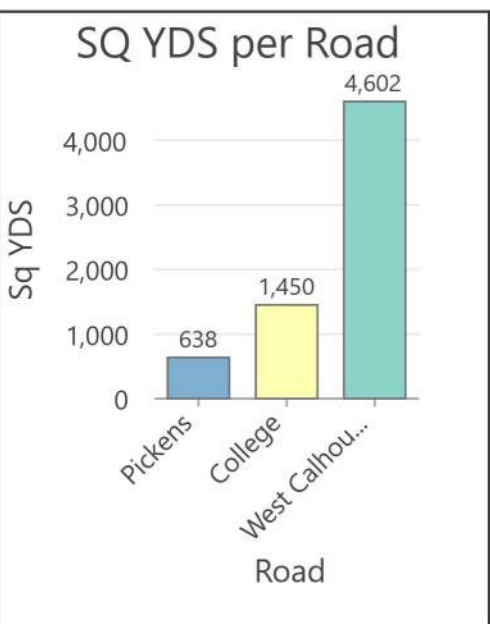
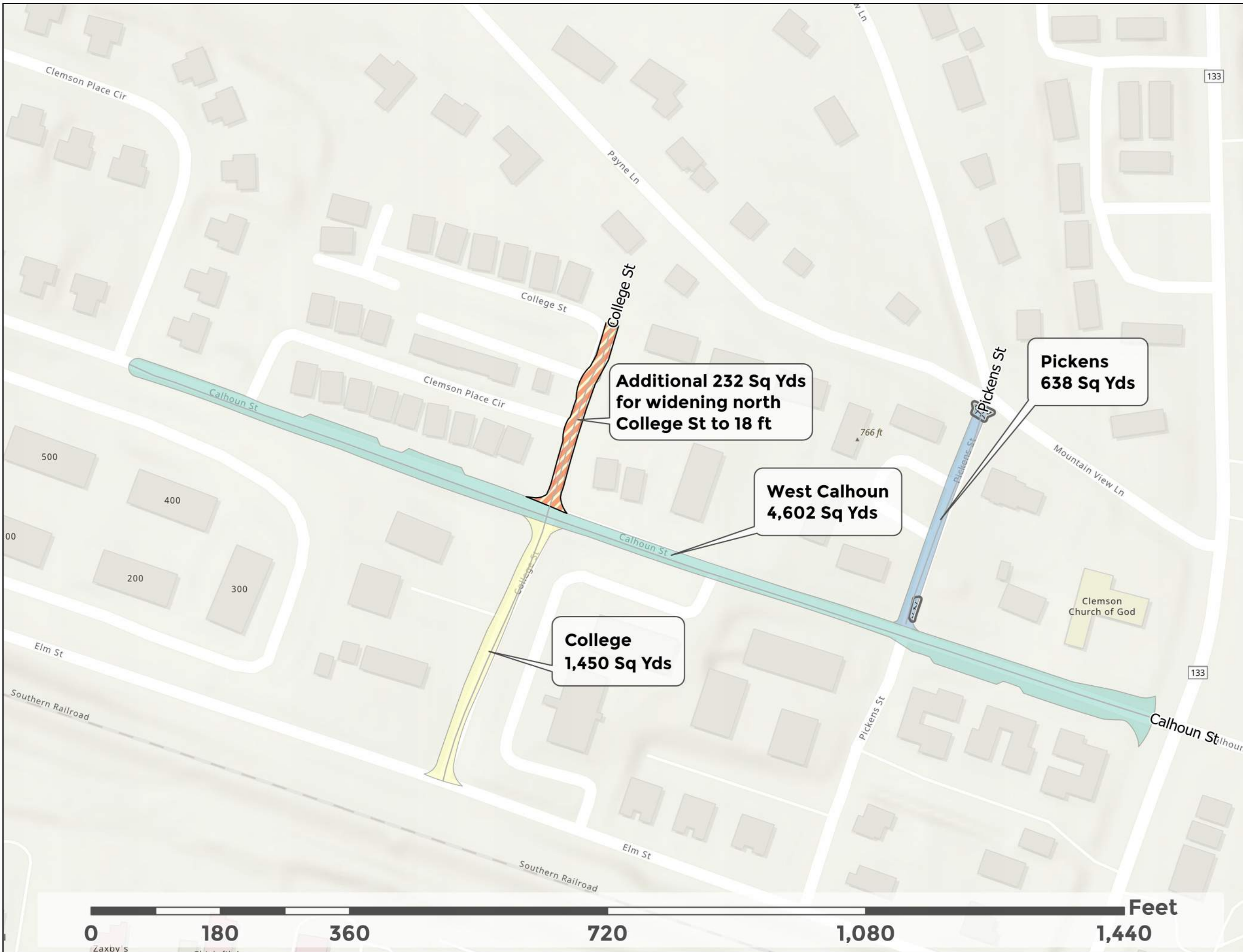
Street - Distance

- Roslyn Dr - 1,741 ft
- Vineyard Rd - 3,182 ft

Milling Area

Roads and Area to Pave

- Roslyn
- Vineyard



2025 Resurfacing Project
Calhoun Neighborhood

Legend

Street - Distance

- Calhoun St - 1,511 ft
- College St - 681 ft
- Pickens St - 320 ft

Milling Area

Roads and Area to Pave

- College
- Pickens
- West Calhoun

Widen North College Street to 18' (Additional 232 Sq Yds)



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider awarding the Abel Road/Curtis Circle Sidewalk Improvement project to Trae's Clearing & Grading for \$864,998.00, with a contingency not to exceed \$80,000.00

Agenda Item Detail: (expand as necessary for clarification)

The City of Clemson received a \$680,515.00 CDBG grant (4-CE-23-001) to install sidewalk and storm drainage along Abel Rd..

An invitation to bid on the project was placed on January 13th, 2025, two pre-bid meetings were held on January 21st & 23rd on site for contractors. The bid closed on February 14th, seven bids were accepted at the bid opening. Trae's Clearing & Grading was the low bid with a total of \$864,998.00.

The Abel Road/Curtis Circle Project includes the installation of approximately half a mile of sidewalk along Abel Rd. and Raven Ln., a new bus shelter for school pick-up, improved storm water drainage infrastructure, replacement of the water lines on a portion of Abel Rd. & Raven Ln., tree removal, and a traffic calming installation.

Community meetings were held August 2023 and May 2024 to discuss the project with the neighborhood residents. A final community meeting will be held once a start date has been determined by our selected contractor.

The bid tab can be seen in the attachments.

Bid Tabulation				D+D Construction		Foothills Construction		Thrift Development		Thrashers Grading		Traes Clearing and Grading			HRH Engineering Services		Southern Concrete & Construction	
Item #	Item	Unit	Quantity	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Bid form	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
1	Mobilization	LS	1	\$10,500.00	\$10,500.00	\$57,483.00	\$57,483.00	\$93,968.00	\$93,968.00	\$36,100.00	\$36,100.00	\$39,000.00	\$39,000.00	\$39,000.00	\$442,000.00	\$442,000.00	\$65,000.00	\$65,000.00
2	Traffic Control	LS	1	\$15,000.00	\$15,000.00	\$21,507.00	\$21,507.00	\$98,975.00	\$98,975.00	\$8,708.10	\$8,708.10	\$15,040.00	\$15,040.00	\$15,040.00	\$202,500.00	\$202,500.00	\$75,000.00	\$75,000.00
3	Demolition	LS	1	\$20,000.00	\$20,000.00	\$30,824.00	\$30,824.00	\$103,254.30	\$103,254.30	\$12,925.00	\$12,925.00	\$45,000.00	\$45,000.00	\$45,000.00	\$95,000.00	\$95,000.00	\$28,000.00	\$28,000.00
4	Clearing & Grubbing	LS	1	\$30,000.00	\$30,000.00	\$17,290.00	\$17,290.00	\$11,500.00	\$11,500.00	\$7,300.00	\$7,300.00	\$20,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00
5	Backfill, Grading, Stabilization	LS	1	\$75,000.00	\$75,000.00	\$78,627.00	\$78,627.00	\$30,000.00	\$30,000.00	\$58,496.00	\$58,496.00	\$20,000.00	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$140,000.00	\$140,000.00
6	Erosion Control	LS	1	\$8,500.00	\$8,500.00	\$21,100.00	\$21,100.00	\$60,569.85	\$60,569.85	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$35,000.00	\$35,000.00	\$18,000.00	\$18,000.00
7	Tree Protection	LS	1	\$6,500.00	\$6,500.00	\$5,627.00	\$5,627.00	\$5,000.00	\$5,000.00	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00	\$1,500.00	\$1,500.00
8	Tree Removal	Each	18	\$2,800.00	\$50,400.00	\$2,169.00	\$39,042.00	\$1,469.45	\$26,450.10	\$725.14	\$13,052.52	\$2,277.00	\$40,986.00	\$40,986.00	\$2,025.00	\$36,450.00	\$2,000.00	\$36,000.00
9	18" Curb & Gutter	LF	2958	\$75.00	\$221,850.00	\$36.00	\$106,488.00	\$33.95	\$100,424.10	\$32.00	\$94,656.00	\$30.00	\$88,740.00	\$88,740.00	\$45.00	\$133,110.00	\$38.00	\$112,404.00
10	5' Sidewalk	LF	2515	\$53.00	\$133,295.00	\$45.00	\$113,175.00	\$60.40	\$151,906.00	\$29.00	\$72,935.00	\$50.00	\$125,750.00	\$125,750.00	\$65.00	\$163,475.00	\$54.00	\$135,810.00
11	Pedestrian Ramps	LF	80	\$787.50	\$63,000.00	\$91.00	\$7,280.00	\$126.50	\$10,120.00	\$50.00	\$4,000.00	\$125.00	\$10,000.00	\$10,000.00	\$110.00	\$8,800.00	\$125.00	\$10,000.00
12	ADA Handrail	LF	160	\$100.00	\$16,000.00	\$121.00	\$19,360.00	\$290.63	\$46,500.80	\$38.50	\$6,160.00	\$150.00	\$24,000.00	\$24,000.00	\$135.00	\$21,600.00	\$285.00	\$45,600.00
13	ADA Curb Ramp	EA	14	\$20,000.00	\$280,000.00	\$1,205.00	\$16,870.00	\$7,187.50	\$100,625.00	\$750.00	\$10,500.00	\$1,000.00	\$14,000.00	\$14,000.00	\$375.00	\$5,250.00	\$2,850.00	\$39,900.00
14	Bus Shelter PAD	Sqft	70	\$43.00	\$3,010.00	\$47.00	\$3,290.00	\$31.65	\$2,215.50	\$30.14	\$2,109.80	\$83.00	\$5,810.00	\$5,810.00	\$18.00	\$1,260.00	\$48.00	\$3,360.00
15	Partition Curb <2'	LF	25	\$120.00	\$3,000.00	\$181.00	\$4,525.00	\$48.90	\$1,222.50	\$50.00	\$1,250.00	\$50.00	\$1,250.00	\$1,250.00	\$115.00	\$2,875.00	\$125.00	\$3,125.00
16	Bus Shelter Installation	Each	1	\$1,920.00	\$1,920.00	\$32,699.00	\$32,699.00	\$45,000.00	\$45,000.00	\$23,086.80	\$23,086.80	\$38,750.00	\$38,750.00	\$38,750.00	\$76,000.00	\$76,000.00	\$44,000.00	\$44,000.00
17	15" HP Storm	LF	1213	\$85.00	\$103,105.00	\$85.00	\$103,105.00	\$92.10	\$111,717.30	\$223.01	\$270,511.13	\$73.00	\$88,549.00	\$88,549.00	\$135.00	\$163,755.00	\$150.00	\$181,950.00
18	4'x4' Catch Basin <8' depth	Each	13	\$8,000.00	\$104,000.00	\$2,732.00	\$35,516.00	\$7,302.50	\$94,932.50	\$3,388.42	\$44,049.46	\$7,500.00	\$97,500.00	\$97,500.00	\$8,600.00	\$111,800.00	\$7,500.00	\$97,500.00
19	36" Junction Box	Each	3	\$5,200.00	\$15,600.00	\$2,685.00	\$8,055.00	\$5,175.00	\$15,525.00	\$3,288.42	\$9,865.26	\$4,900.00	\$14,700.00	\$14,700.00	\$7,500.00	\$22,500.00	\$7,500.00	\$22,500.00
20	Stormwater tie-in exiting	Each	3	\$2,500.00	\$7,500.00	\$1,351.00	\$4,053.00	\$4,025.00	\$12,075.00	\$700.00	\$2,100.00	\$3,000.00	\$9,000.00	\$9,000.00	\$6,750.00	\$20,250.00	\$3,300.00	\$9,900.00
21	Pavement Marking	LS	1	\$14,500.00	\$14,500.00	\$7,313.00	\$7,313.00	\$12,650.00	\$12,650.00	\$14,000.00	\$14,000.00	\$12,750.00	\$12,750.00	\$12,750.00	\$6,253.70	\$6,253.70	\$11,500.00	\$11,500.00
22	Signage Package	LS	1	\$7,500.00	\$7,500.00	\$5,214.00	\$5,214.00	\$7,399.50	\$7,399.50	\$8,500.00	\$8,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$15,900.00	\$15,900.00	\$5,600.00	\$5,600.00
23	CL 315 PVC Water Line 2"	LF	746	\$45.00	\$33,570.00	\$37.00	\$27,602.00	\$151.90	\$113,317.40	\$77.96	\$58,158.16	\$35.00	\$26,110.00	\$26,110.00	\$57.50	\$42,895.00	\$125.00	\$93,250.00
24	CL 350 DIP Water Line 6"	LF	391	\$125.00	\$48,875.00	\$133.00	\$52,003.00	\$200.00	\$78,200.00	\$171.80	\$67,173.80	\$73.00	\$28,543.00	\$28,543.00	\$103.50	\$40,468.50	\$150.00	\$58,650.00
25	Hydrant Assembly	Each	1	\$8,900.00	\$8,900.00	\$18,073.00	\$18,073.00	\$11,373.75	\$11,373.75	\$6,732.51	\$6,732.51	\$10,200.00	\$10,200.00	\$10,200.00	\$12,075.00	\$12,075.00	\$8,700.00	\$8,700.00
26	2" Water Line Tie-In	Each	1	\$750.00	\$750.00	\$9,037.00	\$9,037.00	\$14,808.75	\$14,808.75	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$7,475.00	\$7,475.00	\$4,600.00	\$4,600.00
27	6" Water Line Tie-in	Each	2	\$2,500.00	\$5,000.00	\$12,651.00	\$25,302.00	\$14,808.75	\$29,617.50	\$3,500.00	\$7,000.00	\$7,500.00	\$15,000.00	\$15,000.00	\$9,775.00	\$19,550.00	\$5,500.00	\$11,000.00
28	6" Gate Valve	Each	1	\$2,500.00	\$2,500.00	\$3,615.00	\$3,615.00	\$4,858.75	\$4,858.75	\$1,522.51	\$1,522.51	\$2,200.00	\$2,200.00	\$2,200.00	\$3,450.00	\$3,450.00	\$3,150.00	\$3,150.00
29	2" Gate Valve	Each	2	\$1,500.00	\$3,000.00	\$2,410.00	\$4,820.00	\$3,775.00	\$7,550.00	\$792.54	\$1,585.08	\$1,700.00	\$3,400.00	\$3,400.00	\$2,127.50	\$4,255.00	\$2,650.00	\$5,300.00
30	Services w/new Meter Box (long)	Each	5	\$6,522.00	\$32,610.00	\$4,217.00	\$21,085.00	\$3,877.50	\$19,387.50	\$1,893.67	\$9,468.35	\$3,200.00	\$16,000.00	\$16,000.00	\$4,427.50	\$22,137.50	\$4,500.00	\$22,500.00
31	Services w/new Meter Box (short)	Each	4	\$5,500.00	\$22,000.00	\$3,615.00	\$14,460.00	\$3,877.50	\$15,510.00	\$1,193.67	\$4,774.68	\$2,000.00	\$2,000.00	\$8,000.00	\$4,427.50	\$17,710.00	\$1,950.00	\$7,800.00
32	1" Pex (private service)	LF	460	\$40.00	\$18,400.00	\$13.00	\$5,980.00	\$36.25	\$16,675.00	\$16.08	\$7,396.80	\$32.00	\$14,720.00	\$14,720.00	\$28.75	\$13,225.00	\$58.00	\$26,680.00
33	Asphalt Paving	LF	200	\$70.00	\$14,000.00	\$91.00	\$18,200.00	\$95.00	\$19,000.00	\$62.50	\$12,500.00	\$40.00	\$8,000.00	\$8,000.00	\$95.75	\$19,150.00	\$64.00	\$12,800.00
TOTAL BID PRICE				\$1,379,785.00		\$938,620.00		\$1,472,329.10		\$896,416.96		\$858,998.00 \$864,998.00			\$1,906,169.70		\$1,351,079.00	

line item #31

An error was noted in the Bid submission from Trae's Clearing and Grading for this line item.
The Unit cost of \$2,000 for 4 units with a bid price of \$2,000.00, when it should have been \$8,000.00
This error results in an increase to the Line Item in the amount of \$6,000.00 to the Total Base Bid. Total Base Bid is higher but has no effect on the order of the bids.

I hereby certify that this is a true and correct tabulation of the bids received for the project open February 14, 2025 @ 2pm.



Certified by Procurement
City of Clemson



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

Agenda Item Summary: (brief for public information and posted agenda)

Consider awarding a contract for the development of an Engineering Design Manual to Weston & Sampson in the amount of \$86,900.00.

Agenda Item Detail: (expand as necessary for clarification)

The City placed an advertisement for assistance with the development of an engineering design manual on December 27th, 2024, two (2) design firms provided proposals to the RFP on January 31, 2025.

The selection committee members reviewed the submissions and recommended to enter into negotiations with Weston & Sampson for the development of a city Engineering Design Manual. Council approved negotiations on March 3rd, 2025.

The Design Manual should take approximately six (6) months to complete and will be reviewed by City Staff, our consultant and industry leaders as necessary.

April 7, 2025

Nathan Hinkle, City Engineer
City of Clemson
1250 Tiger Blvd., Suite 5
Clemson, SC 9631
Mobile: 623-388-1787

RE: City of Clemson – Engineering Design Manual

Dear Mr. Hinkle:

Weston & Sampson (Consultant) is excited to have been selected to develop the City of Clemson (Client) Engineering Design Manual.

Understanding the City of Clemson

Clemson, SC, is well known as the home of Clemson University. However, the city also boasts a vibrant downtown, rich history, cultural facilities, and access to recreation. Clemson is committed to maintaining and developing a vital and safe public realm. It serves as the cultural home of the South Carolina Botanical Garden, Clemson Area African American Museum, and the Arts Center, and acts as the recreational gateway to Lake Hartwell and the Blue Ridge Mountains. These attractions contribute to Clemson's charm and offer a variety of activities for both residents and visitors.

As Clemson, SC, continues to grow, residents have expressed several concerns such as traffic congestion, housing affordability, environmental impact, infrastructure strain, preservation of community character. These concerns highlight the need for careful planning and implementation of projects to develop a safe, functional, and aesthetically pleasing public realm.

The Purpose of the Engineering Design Manual (EDM)

With this understanding of the city and resident concerns, we recognize the need for Clemson's Engineering Design Manual to work in concert with the city's current policies, principles, and guiding documents. Overall, the EDM will be an essential tool for the City of Clemson to manage and execute infrastructure projects effectively and sustainably. The development of the EDM will ensure that public infrastructure projects are safe and accessible, but also vibrant and in keeping with the city's image. Consultant understands the city would like to use the City of Greenville, SC and City of Asheville, NC EDM's as models for development of their own EDM.

To develop the City's EDM, Weston & Sampson (Consultant) has prepared the Scope of Work presented below for the City of Clemson, SC (Client).

SCOPE OF WORK

Task 1 Project Meetings

To execute the scope of work the Consultant will meet and coordinate with the Client on a regular basis.

We propose the following:

A. *Project kick-off meeting*

- Initial project meeting with city staff to establish goals for the project, develop an acceptable timeline, establish working method with the Client, and establish coordination meetings at regular intervals.

B. *Bi-weekly Progress Meetings*

- 18 virtual meetings based on nine (9) month project schedule.

C. *Project Milestone Meetings*

- Findings meeting – Consultant will meet with the Client to present findings after reviewing existing data provided by Client for review and interviewing City staff to identify data needs for the manual.
- Preliminary EDM review meeting – After submitting the Preliminary EDM and providing the city the opportunity to review the preliminary EDM, Consultant will meet with the Client to review their comments and clarify any questions before preparing the draft of the final EDM
- Final EDM review meeting – After submitting the Preliminary EDM and providing the City the opportunity to review the preliminary EDM, Consultant will meet with the Client to review their comments and clarify any questions before preparing the draft of the final EDM

Deliverables: Detailed Work Plan
 Project Schedule
 Meeting Minutes

FEE: \$20,985.00

Task 2 Information Gathering

A. Existing Standards & Detail Review

- After the kick-off meeting, W&S will begin the review process to include the following:
 - Existing Utilities and Stormwater Details
 - Land Development Code
 - Land Use Drawings
 - Parks and Recreation Master Plan
 - Downtown MP Preliminary Proposal
 - City Bikeways Plan
 - Stormwater Design Manual

- Stormwater Management Plan
- Traffic Calming Policy

B. Stakeholder Interviews

- Consultant will hold individual meetings with city staff to identify their needs for the preparation off the EDM. Consultant will spend one full business day for interviews. City to provide list of stakeholders and coordinate time slots. Consultant will be available for full day.

C. Review of Public Realm

- Consultant will tour the City of Clemson and photo document different districts to observe recent public realm improvements, observe architectural character, and inform the Consultant to be able to make recommendations to the Client in the preparation of the EDM. Client to provide list of desirable representative examples.

Deliverables: List of Standard Details generated from meetings with City Staff; City Staff to review list of recommended details and graphics and provide guidance on completeness; Summary Report of Findings from Task Activities – The summary report will be used to inform the development of the EDM.

FEE: \$18,320.00

Task 3 Preliminary Engineering Design Manual

A. Graphic Design

- The Consultant will prepare up to three (3) graphic mock-ups to review with the Client prior to populating the full text and graphic content of the preliminary EDM. The mock-ups will include cover, table of contents, executive summary, chapters (with one chapter complete for evaluation), remaining chapter placeholders, index, back cover.
- The Consultant will review the Clients existing CAD standard details and propose changes to the layer structure for conformity with the new Client selected graphic branding.

B. Content Production

- Consultant will prepare the content including full text, images, and drawings for Client review. The content will be presented in its raw form for review prior to inserting into the final selected graphic format.
- The content will include streets & transportation; parking & loading; pavement design; on & off street multi-use path design; driveway encroachment; sidewalks & multi-use paths; pedestrian safety improvements & traffic-calming; site & street lighting standards; site furnishings by city district; traffic calming measures & policy; utility cuts within city-maintained streets & rights-of-way; tree preservation & planting; stormwater utility; and as-built submission requirements.

Deliverables: Preliminary EDM formatted in selected graphic format
Preliminary CAD details in *dwg and PDF format

FEE: \$41,240.00

Task 4 Final Engineering Design Manual

A. Preparation of Final Draft

- The Consultant will update the preliminary EDM with the Client's comments and submit the Final Draft EDM for review and adoption. Consultant will address any Client comments needed for final production.

Deliverables: Final EDM formatted in selected graphic format
Final CAD details in *dwg and PDF format

FEE: \$12,920.00

Task 5 Optional Services

A. Additional Meetings or Presentations

- The Consultant will attend any unanticipated meetings or presentations on an hourly basis. The work of this task will include the production off any graphic or written information needed to complete the task.

B. Additional Drawings or CAD Details

- The Consultant will prepare any additional drawings or CAD details that are in addition to the agreed to base services.

Deliverables: As required

FEE: \$5,000.00

FEE SUMMARY

	Task	Fee
1	Project Meetings	\$ 20,985.00
2	Information Gathering	\$ 18,320.00
3	Preliminary Engineering Design Manual	\$ 41,240.00
4	Final Engineering Design Manual	\$ 12,920.00
5	Optional Services (hourly not to exceed)	\$ 5,000.00
	Total Fee	\$ 98,465.00

Assumptions/Exclusions:

Exclusions: (Can be provided as needed or requested)

- No Construction Documents will be produced for this project.

- No public meetings or presentations are anticipated for this Scope of Work

Information to be provided by Client/ Others:

- Signature acceptance of proposal.
- Any specific billing instructions.
- Any studies, reports, maps, or information that is beneficial to the work of the project.

Schedule

We can begin this work within **5 business days** upon receipt of authorization of this proposal via Client's signature below. Deliverable dates will be coordinated with the Client.

Compensation

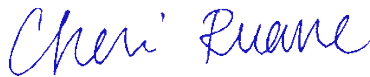
We propose to perform the scope of services described herein for the lump sum fee breakdown indicated above. Project-related expenses are included int the lump sum fee. Invoices will be submitted directly to the Client. Client shall pay Weston & Sampson invoices within 30 days.

Closing

We appreciate the opportunity to present this proposal, and the attached standard terms and conditions (forthcoming). If this proposal is acceptable, please sign below, keep one copy for your records, and return a copy to this office. A PDF image of this proposal with the Client's signature is acceptable.

Very truly yours,

Weston & Sampson, Inc.



Cheri Ruane, FASLA
Design Discipline Leader/Vice President



Cristóbal Betancourt, RLA, AICP
Technical Leader - Design

Accepted by:

Accepted by:

Signature Date

Signature Date

Enclosure:

Standard Terms & Conditions

\\wse03.local\WSInc\Marketing_MarketingResources\Proposals\2025\SC\Clemson Engineering Design Manual DUE 1-31-25\Scope + Fee\2025.03.28 CDM - Project Scope_Final.docx



CITY OF CLEMSON
AGENDA ITEM REQUEST FORM

Requested By:

Date Submitted:

Council Meeting Date:

Type of Request: (check only one)

☐ Report/Discussion

☒ Policy/Action

☐ Executive Session

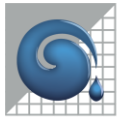
Agenda Item Summary: (brief for public information and posted agenda)

Consider approving a contract for the Downtown environmental monitoring contract to Rogers & Callcot (now Alliance Technical Group) for \$117,000.00

Agenda Item Detail: (expand as necessary for clarification)

This contract is for the removal and treatment of soils located near 365 College Ave. One of the former uses of the Downtown Information Building was a gas station. The underground fuel tank that was located on the site leaked, the petroleum-impacted soil will be removed to an approximate depth of 6 feet, tested, and an oxygen release compound will be placed on the bottom of the excavation site to help treat any remaining petroleum prior to being backfilled with clean soils.

The work should take approximately two weeks.



Rogers & Callcott

ENGINEERING | ENVIRONMENTAL | LABORATORY
AN ALLIANCE TECHNICAL GROUP COMPANY

March 20, 2025

Nathan Hinkle
City of Clemson City Engineer
City of Clemson
1250 Tiger Boulevard
Clemson, South Carolina

Sent via e-mail: nhinkle@cityofclemson.org

Subject: Proposal for Soil Excavation
City of Clemson, Clemson, South Carolina
Project Number: ARR-2025-0024

Dear Mr. Hinkel:

Rogers & Callcott (R&C), an Alliance Technical Group Company, appreciates the opportunity to provide the City of Clemson with this proposal to oversee a soil excavation at the former City Police Substation located at 365 College Avenue in Clemson, South Carolina. For your review, a summary of R&C's understanding of the project, the proposed scope of work, project fee, and schedule follow for your consideration.

PROJECT UNDERSTANDING

The City owns and is planning to redevelop the property, which was used as a fueling station in the past and is currently used as a City Police Substation. Two USTs were reportedly abandoned circa 1972, but documentation concerning whether the tanks were removed or abandoned in place has not been found. Ground penetrating radar (GPR) was used to scan the areas where the tanks may have been located, and there was no indication that the tanks remain at the Site; however, assessments completed in 2023 and 2024 indicate residual petroleum impacts in soil and groundwater, and multiple groundwater monitoring wells have been installed.

During an assessment effort conducted in 2024, stained soil and a strong petroleum odor were noted in a boring near the southeastern corner of the site, where the USTs may have been located. The South Carolina Department of Environmental Services has requested two additional monitoring wells be installed at this location; however, installation has been delayed with SCDES approval due to pending construction in this location. As part of the site redevelopment, soil excavation has been recommended to remove shallow petroleum-impacted soil.

SCOPE OF WORK

Based upon our understanding, the following Scope of Work is proposed for the project.

Water - Air - Solids - Waste • Treatment - Conveyance - Site Planning - Transportation
Assessment - Remediation - Due Diligence • EHS - Compliance - Training



800-263-2229

Greenville, SC | Columbia, SC

RogersAndCallcott.com

SOIL EXCAVATION AND OXIDANT AMENDMENT

R&C will coordinate and oversee soil removal in the area of the former USTs at the site. We will contract UPA Utilities Services to mark utilities in the excavation area, if needed. VLS Environmental Solutions will provide excavation equipment and personnel and will be responsible for transporting contaminated soil for disposal. R&C will oversee excavation of all petroleum-impacted soil that can feasibly be removed. When no further petroleum-impacted soil remains or we have reached the limits of what can feasibly be removed, we will collect up to six soil samples from the excavation walls and/or bottom to be analyzed in our laboratory for benzene, toluene, ethylbenzene, xylenes, naphthalene, methyl tert-butyl ether (MtBE), poly aromatic hydrocarbons (PAHs), and total lead. Oxygen Release Compound-Advance (ORC-A) will be placed in the bottom of the excavation before the excavation is backfilled to enhance in-situ degradation of residual impacts. The excavation will then be backfilled with clean soil, which will be compacted in six-inch lifts. The excavation will be backfilled to the surrounding ground surface, unless the City would prefer a different grade. R&C will document the excavation work, sampling and analytical results, and waste disposal in a report to be provided to the City and submitted to SCDES.

PROJECT FEE

Based on our current understanding of the project, experience on similar types of projects, and the assumptions contained within this agreement, we propose to complete the above outlined scope of work on a T&M basis with an estimated budget of \$117,000. A task breakdown is provided below.

Project Tasks	Fee Summary
Project Management	\$800
Soil Removal (Includes VLS costs for soil removal and disposal)	\$95,500
Regenesis ORC-A	\$2,300
UPA Utilities Locate (If needed)	\$1,700
R&C Laboratory Costs (Analysis for up to six soil samples)	\$3,700
R&C Oversight (Includes travel and field services for five days)	\$10,000
Reporting Costs	\$3,000
Total:	\$117,000

If project conditions are different than those assumed herein, or additional efforts are required during the execution of services outlined above, our fee may be exceeded. If the project fee has been or is expected to be exceeded, the Client will be contacted to discuss these conditions, determine an acceptable course of action, negotiate a change order, etc. as appropriate to the circumstances.

If activities are requested after the scope of services described above has been completed, the additional services will be agreed to in writing and performed at an agreed to fee or basis for fee.

Invoices will be submitted monthly based on the percentage of work completed for lump sum tasks or based on accrued labor, expenses, materials, and a 15% cost-plus markup. Invoices are payable upon receipt.

PROJECT SCHEDULE

We will begin coordinating work once we receive the signed *Work Authorization Form*. Soil removal activities will begin once the City gives R&C notice to proceed with the project. R&C will need as much lead time as possible to coordinate with VLS on scheduling to make sure there are no project delays associated with the soil removal activities.

Conducting this project as described is contingent upon providing our personnel ready access to the project areas; favorable weather and ground cover conditions at the time of site review; no delays, service interruptions, or other special circumstances related to public health emergencies; and receiving other pertinent information you have or can obtain in reasonable time frames.

BASIS FOR FEE

The following assumptions and limitations apply to our proposed scope of work and estimated cost.

- Prices are based on performing work on non-holiday weekdays during normal business hours.
- VLS disposal fees are based on volumes and tonnage of soil removed.
- In the event unusual, unspecified, or unanticipated conditions or issues are encountered that require additional effort beyond the specified Scope of Work, those efforts will be billed at established billing rates for the applicable staff and project expenses.

AUTHORIZATION

As your authorization for the scope of work described above, please sign and return the Work Authorization Form. Work will be completed following the terms and conditions outlined in the executed Agreement for Services. If a purchase order is issued, the Agreement shall govern. Any other terms agreed upon shall only supplement and not conflict with the Agreement.

If this proposal is acceptable, please remit a purchase order (if needed) and return the signed Work Authorization Form (attached) to john.foster@alliancetg.com.

We appreciate the opportunity to provide you with this proposal and look forward to your acceptance. Please contact me at 864.414.0892 or at john.foster@alliancetg.com if you have any questions or require additional information.

Sincerely,

ROGERS & CALLCOTT ENVIRONMENTAL



John H Foster III, P.G.
Senior Project Manager

Attachment:

Work Authorization Form

WORK AUTHORIZATION FORM

Rogers & Callcott, an Alliance Technical Group company, is authorized to perform the services stated in the Scope of Work, for the fee stated in the Project Fee, and terms as listed in the Agreement.

Client: City of Clemson

Project No.: ARR-2025-0024

Project Name: City of Clemson Soil Removal

Date: 3/20/2025

Project Fee: Work will be completed on a time and materials basis with an estimated budget of \$117,000. A task breakdown is provided below.

Project Tasks	Fee Summary
Project Management	\$800
Soil Removal (Includes VLS costs for soil removal and disposal)	\$95,500
Regenesis ORC-A	\$2,300
UPA Utilities Locate (If needed)	\$1,700
R&C Laboratory Costs (Analysis for up to six soil samples)	\$3,700
R&C Oversight (Includes travel and field services for five days)	\$10,000
Reporting Costs	\$3,000
Total:	\$117,000

CLIENT:

Signature:

Print Name:

Title:

Date: