



DISCUSSION ITEMS FOR
OCTOBER 28, 2024
SPECIAL CALLED
CITY COUNCIL MEETING

The documentation provided herewith consists of advance draft materials for review by Mayor and City Council. Such documents may be revised prior to the actual Council meeting before any formal consideration of same by Mayor and City Council. Said documents may also be revised by way of a proper amendment made at the Council meeting. These documents are informational only and not intended to represent the final decision of the Council.

Administration Department



Interoffice Memorandum

TO: City Council and James S. Clifford, City Administrator

FROM: Briton S. Williams, Mayor

DATE: October 25, 2024

SUBJECT: Special Called Meeting of Monday, October 28, 2024

Pursuant to Section 2-37, entitled "Calling Special Meetings," of the Code of Laws of North Augusta, South Carolina, a Special Called City Council meeting is called for **Monday, October 28, 2024 at 6:00 pm** in the Municipal Center, 100 Georgia Avenue, 3rd Floor - Council Chambers.

The Special Called City Council meeting will be streamed for public viewing online at:

- "City of North Augusta – Public Information" on www.Facebook.com
- "City of North Augusta Public Information" on www.YouTube.com

The purpose of the Special Called City Council Meeting shall be for Council to consider the following:

ITEM 3. ADMINISTRATION: Resolution 2024-50 Confirming Contracts Entered into by the City of North Augusta with Southern Disaster Recovery (SDR) for Debris Removal and with Tetra Tech, Inc. for Monitoring Services, Related to such Debris Removal

ITEM 4. ADMINISTRATION: Resolution 2024-51 Authorizing the City of North Augusta to Enter into a Contract with R&R Tree Service to Perform Tree Cutting, Debris Removal, and Disposal for the City of North Augusta

Briton S. Williams, Mayor



Interoffice Memorandum

TO: Mayor and City Council

FROM: Jim Clifford, City Administrator

DATE: October 25, 2024

SUBJECT: Special Called City Council Meeting of October 28, 2024

SPECIAL CALLED COUNCIL MEETING

NEW BUSINESS

ITEM 3. ADMINISTRATION: Resolution 2024-50 Confirming Contracts Entered into by the City of North Augusta with Southern Disaster Recovery (SDR) for Debris Removal and with Tetra Tech, Inc. for Monitoring Services, Related to such Debris Removal

A resolution has been prepared for Council's consideration to approve Confirming Contracts Entered into by the City of North Augusta with Southern Disaster Recovery (SDR) for Debris Removal and with Tetra Tech, Inc. for Monitoring Services, Related to such Debris Removal.

Please see ATTACHMENT #3 for a copy of the proposed ordinance.

ITEM 4. ADMINISTRATION: Resolution 2024-51 Authorizing the City of North Augusta to Enter into a Contract with R&R Tree Service to Perform Tree Cutting, Debris Removal, and Disposal for the City of North Augusta

A resolution has been prepared for Council's consideration to approve.

Please see ATTACHMENT #4 for a copy of the proposed resolution.

RESOLUTION NO. 2024-50
A RESOLUTION CONFIRMING CONTRACTS ENTERED INTO BY THE CITY OF
NORTH AUGUSTA WITH SOUTHERN DISASTER RECOVERY (SDR) FOR DEBRIS
REMOVAL AND WITH TETRA TECH, INC. FOR MONITORING SERVICES, RELATED
TO SUCH DEBRIS REMOVAL

WHEREAS, The impact of Hurricane Helene on the City of North Augusta represents one of the most, if not most damaging natural disaster to impact the community; and

WHEREAS, The Governor for the State of South Carolina declared a State of Emergency for the State of South Carolina related to such storm on September 25, 2024 and thereafter on September 30, 2024 Governor McMaster announced a request for an expedited major Presidential Disaster Declaration that was approved by the Federal Emergency Management Agency for thirteen (13) Counties within the State of South Carolina including Aiken County; and

WHEREAS, Mayor Briton S. Williams, Mayor of the City of North Augusta pursuant to Section 9-20 and 9-21 of the Municipal Code declared a State of Emergency for the City commencing on the 27th day of September, 2024; and

WHEREAS, Pursuant to the City Code, purchasing requirements can be waived during such times of emergency authorizing the City to enter into contracts without formal bidding procedures; and

WHEREAS, The County of Aiken entered into an agreement with Southern Disaster Recovery (SDR) for the purchase of debris removal in 2022 and entered into a Contract with Tetra Tech, Inc. in 2022 for monitoring services related to debris removal, with both Contracts specifically providing for political subdivisions of Aiken County to utilize the terms of the Contract with such awarded Contractors; and

WHEREAS, The City has reviewed the bidding process used by the County at the time that such Contracts were entered into and finds that said bidding procedures are very similar to if not identical to those as required by the City Code for the City of North Augusta; and

WHEREAS, City staff has previously reviewed the circumstances and situation facing the City related to such debris removal and determined that “time was in the essence” and that exigent circumstances required immediate action; and

WHEREAS, As authorized by the City Code, the City Administrator has entered into Contracts on behalf of the City of North Augusta for debris removal and debris removal monitoring, such Contracts being with Southern Disaster Recovery (SDR) and Tetra Tech, Inc. for the purchase of expediting debris removal; and

WHEREAS, The City Code requires that when such emergency procedures are followed, that a report of same is to be made to the Mayor and City Council; and

WHEREAS, Such report has previously been provided Council and throughout the process information was continually provided to Mayor and Council; and

WHEREAS, Mayor and Council have reviewed the actions related to the Contracts being entered into with Southern Disaster Recover, (SDR) and Tetra Tech, Inc. and have determined that such Contracts are proper, necessary and that such expedited treatment of said Contracts was not only acceptable but absolutely required in order to protect and serve the citizens of the community.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina in meeting, duly assembled and by the authority thereof:

1. That the actions by the City Administrator in entering into the Contracts that are attached hereto marked Exhibit "A" (Southern Disaster Recovery (SRD)) and Exhibit "B" (Tetra Tech, Inc) were entered into with full authority in accordance with the City Code for the City of North Augusta.
2. That such Contracts are acknowledged, authorized, and approved.
3. That the City Administrator is specifically authorized to make any additions and amendments to the Contract as necessary to ensure and expedite an orderly removal of storm debris throughout the City.
4. Funding for payments pursuant to these contracts will be from the General Fund.
5. All reimbursement received from FEMA or any other source related to such contracts would be deposited into the General Fund.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF OCTOBER, 2024.

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk

EXHIBIT "A"



CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of October, 2024, by and between **City of North Augusta, SC**, a political subdivision in the State of South Carolina, whose address is 100 Georgia Avenue, North Augusta, SC 29841, hereinafter termed the "Owner", and **SDR**, hereinafter termed the "Contractor".

WITNESSETH

WHEREAS, Aiken County, SC entered into an agreement with Southern Disaster Recovery (SDR) for the purchase of debris removal; and

WHEREAS, SDR was selected to provide these services following a Request for Proposal issued by Aiken County, SC through a competitive bidding process; and

WHEREAS, Aiken County, SC does not object to other governments taking advantage of pricing offered under the Aiken County, SC Agreement but the owner must use their own contractual agreement; and

WHEREAS, the Owner has cause to be prepared, in accordance with law, the Contract Documents for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

WHEREAS, the Contractor, in response to the Aiken County Request for Proposals, has submitted to the Owner, in the manner and the time specified, a sealed Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

WHEREAS, the Owner, has reviewed the base Aiken County debris removal contract, and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained.

NOW, THEREFORE, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

SECTION A – SERVICES

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Debris Removal and Management Services to the Owner, in accordance

EXHIBIT "A"



with the terms and conditions contained in the Request for Proposals attached hereto, and all addendums to the Request for Proposals.

SECTION B – COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Proposal Form. The Contractor shall provide to the Owner or the Owner's authorized representatives, access to any books, documents, papers, and

records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

SECTION C – TERMS AND CONDITIONS

- 1. Permit Assistance:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, rules and laws pertaining to the Contractor's work.
- 2. Insurance:** The Contractor shall maintain all insurance requirements in accordance to the terms of the Request for Proposals throughout the term of this Agreement.
- 3. Standard of Care, Hold Harmless, and Indemnity:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
- 4. Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts,

EXHIBIT "A"



orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.

5. **Term:** The term of this agreement shall be for 1 year, beginning October 18, 2024 and ending on October 19, 2025 with the option to renew for up to one (1) one year renewals, on the same terms and conditions, for a total possible life of two (2) years.
6. **Payment:** Upon proper invoicing by the Contractor to the Owner, prompt payment terms are Net 45 days. Delinquent payments may result in a 1.5% interest fee compounded monthly.
7. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.
8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The contract documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:
 - A. This Contract;
 - B. The Request for Proposals;
 - C. The Invitation to Request for Proposals;
 - D. General Conditions;
 - E. Scope of Services;
 - F. Contractor's Proposal;
 - G. Contractor's Insurance certifications;
 - H. Notice of Award;
 - I. Notice to Proceed; and
 - J. Any modifications, including Change Orders duly delivered after execution of this Contract.

EXHIBIT "A"



This agreement may be amended only by written instrument signed by both parties.

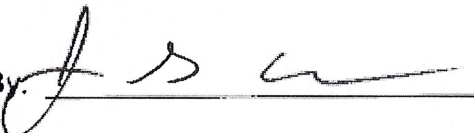
9. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.

10. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first written.

CITY OF NORTH AUGUSTA,
SOUTH CAROLINA

SOUTHERN DISASTER RECOVERY, LLC

By: 

By:  A McClaran

Title: City Administrator _____

Title: CEO _____

Date: 10/18/2024 _____

Date: 10/21/2024 _____

EXHIBIT "B"

**COOPERATIVE PURCHASING AGREEMENT
DEBRIS MONITORING SERVICES
PURSUANT TO AIKEN COUNTY, SC MASTER SERVICES AGREEMENT (RFP No. 22-02-P)**

This contract entered into, by and between, the **CITY OF North Augusta, SC**, a political subdivision in the State of South Carolina, whose address is 100 Georgia Avenue, North Augusta, SC 29861-6400, hereinafter called "CITY", and **Tetra Tech, Inc.**, a Delaware Corporation, whose address is 2301 Lucien Way, Suite 120, Maitland, FL 32751 hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, on July 22, 2022, AIKEN COUNTY, SC entered into an agreement with Tetra Tech for the purchase of DEBRIS MONITORING SERVICES ("AIKEN COUNTY, SC Agreement"); and

WHEREAS, Tetra Tech was selected to provide these services following a Request for Proposal (RFP No. 22-02-P) issued by AIKEN COUNTY, SC through a competitive bidding process; and

WHEREAS, AIKEN COUNTY, SC does not object to other governments taking advantage of the pricing offered under the AIKEN COUNTY, SC Agreement but must use their own contractual agreement; and

WHEREAS, the CITY and AIKEN COUNTY, SC have an intergovernmental cooperative agreement (interlocal agreement); and

WHEREAS, the CITY has an emergent need to monitor its efforts to remove storm related debris from its roadways and rights-of-ways to protect the life, health and safety of its citizens following the impact of HURRICANE HELENE; and

WHEREAS, it would cause a financial detriment to the CITY and adversely impact the public health and safety of the CITY OF AIKEN, SC community to delay such debris monitoring activities as required with debris collection and hauling; and

WHEREAS, the CITY desires to participate in a cooperative purchasing agreement with Tetra Tech for the purchase of these services; and

WHEREAS, the CITY is satisfied that Tetra Tech was selected by AIKEN COUNTY, SC based on a competitive bidding process; and

WHEREAS, the CITY is one of several communities within the State of South Carolina recently impacted by HURRICANE HELENE. As a result of this disaster, the CITY desires the services of Tetra Tech to provide debris monitoring services, and

WHEREAS, Tetra Tech is qualified and is willing and able to perform such services, and

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY."
2. The CONTRACTOR agrees to furnish all labor, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY or its duly authorized representative.

EXHIBIT "B"


- 3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
- 4. This Contract will become effective upon the date of execution and will remain in effect for a period of six (6) months, subject to warranted extensions.
- 5. Any approvals from AIKEN COUNTY, SC Staff required in the County Contract, such as approvals by the "designated representative" or "manager", will be granted by the City Manager or his/her designee.
- 6. The Parties agree that there are no bonding requirements for this Contract.
- 7. City and Contractor Contacts:

North Augusta, SC
 Jim Clifford
 City Administrator
 100 Georgia Avenue
 North Augusta, SC 29861-6400
 Office: 803.441.4202
 Email: jclifford@northaugustasc.gov


TETRA TECH, INC.
 Kayla Lemaire
 Contract Administrator II
 2301 Lucien Way, Suite 120
 Maitland, FL 32751
 Phone: 407-735-6580
 Email: TDR.contracts@tetrattech.com

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written below.

CONTRACTOR: Tetra Tech, Inc.

By: 
 Print Name: Jonathan Burgiel
 Title: Business Unit President
 Date: 10/11/2024

CITY OF North Augusta, SC

By: 
 Print Name: James S. Clifford
 Title: City Administrator
 Date: 10/14/2024

RESOLUTION NO. 2024-51
AUTHORIZING THE CITY OF NORTH AUGUSTA
TO ENTER INTO A CONTRACT WITH R&R TREE SERVICE TO PERFORM TREE
CUTTING, DEBRIS REMOVAL, AND DISPOSAL FOR THE CITY OF NORTH
AUGUSTA

WHEREAS, The impact of Hurricane Helene on the City of North Augusta represents one of the most, if not most damaging natural disaster to impact the community; and

WHEREAS, The Governor for the State of South Carolina declared a State of Emergency for the State of South Carolina related to such storm on September 25, 2024 and thereafter on September 30, 2024 Governor McMaster announced a request for an expedited major Presidential Disaster Declaration that was approved by the Federal Emergency Management Agency for thirteen (13) Counties within the State of South Carolina including Aiken County; and

WHEREAS, Mayor Briton S. Williams, Mayor of the City of North Augusta pursuant to Section 9-20 and 9-21 of the Municipal Code declared a State of Emergency for the City commencing on the 27th day of September, 2024; and

WHEREAS, Administration and Staff have determined that due to the extreme damages from Hurricane Helene that the cleanup on the City's Greenway, Parks, and Greenspaces from Hurricane Helene is beyond the scope of the City's abilities to cleanup timely; and

WHEREAS, To meet the requirements of the Federal Emergency Management Management (FEMA) and for the City to receive the maximum allowable reimbursement it is in the best interest to expedite the cleanup process through a professional service; and

WHEREAS, on October 16, 2024, the Public Services Department solicited for an Invitation to Bid that was placed on the City of North Augusta's bids and requests for proposals website page and received three proposals; and

WHEREAS, On October 25, 2024, sealed bids were received, publicly opened, and read aloud for the project; and

WHEREAS, the low bid by R&R Tree Service of Buford, Georgia for the tree cutting and debris removal of City Parks is in the amount of \$917,500.00; and

WHEREAS, the Mayor and City Council of the City of North Augusta find that the awarding of such bid for the project is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof:

1. That R&R Tree Service shall be awarded a contract for tree cutting, debris removal, and disposal for the City of North Augusta's Greenway, Parks, and Greenspaces at a total cost not to exceed \$1,000,000.00
2. That the City Administrator is specifically authorized to make any additions and amendments to the Contract as necessary to ensure and expedite an orderly removal of storm debris throughout the City.
3. Funding for payments pursuant to these contracts will be from the General Fund.
4. All reimbursement received from FEMA or any other source related to such contract would be deposited into the General Fund.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF OCTOBER, 2024.

Briton S. Williams, Mayor

ATTEST:

Jamie Paul, City Clerk