



Work Session Agenda
Landrum City Council
Tuesday, November 14, 2023
5:15 P. M.

AGENDA

1. Continued Discussion of Public Restroom Options/Review of Architectural Proposal
2. Discussion/Update of Sale of Highway 14 Surplus Property to Spartanburg Water
3. Discussion of Proposed Landrum Youth Council
4. Discussion of Need / Appointment of Property Maintenance Board of Appeals

Adjourn to Regular Meeting

John Walters, Architect PLLC
70 Pacolet Street Suite A
Tryon, NC 28782-3363
PHONE 828-859-0329
FAX 828-859-0340

6 November 2023

Public Restroom Architectural Services
Attn: Rich Caplan, City Administrator
City of Landrum, SC
100 North Shamrock Avenue
Landrum, SC 29356

Dear Rich:

I am looking forward to the opportunity to again work with the City of Landrum on the design of public toilets for downtown Landrum. I am pleased to present this proposal. It is based on the information described in your "Request for Proposal for Architectural Services for a Public Restroom."

I propose the use of Arrowood & Arrowood, PC Consulting Engineers for structural design, and M.E.&P., Inc., Engineering for mechanical, electrical, and plumbing design. These two firms provided design services for both the depot building renovation and the current rail car platform and interior. As described in your Request for Proposal, the scope of work includes preparation of a bid package and cost estimate. The fee for this work is described below.

Fee Breakdown

Architectural	15,600.00
Structural Engineering (note 1).....	2500.00
Mechanical/Electrical/Plumbing/Engineering (note 2,3).....	6340.00
Total Fee.....	\$24,440.00

The terms outlined in the "Agreement for the Provision of Limited Professional Engineering Services" by M.E.&P. Engineering, Inc. dated November 1, 2023, shall be a part of this agreement.

The following tasks are included during the construction phase:

1. Two site visits during the course of the project for Arrowood and Arrowood, PC.
2. Two site visits during the course of the project for M.E.&P. Inc., Engineering.
3. Review of shop drawing submittals by M.E.&P. Inc., Engineering.
4. Coordination with general contractor as needed during construction.
5. Review of architectural shop drawings and submittals.

6. Attendance at Pre-Bid conference and Bid Opening.

The following tasks are not included in these fees:

- a. Civil Engineering services.
- b. Surveys.
- c. Soils investigation (this proposal assumes adequate soil conditions for the building)

Additional services beyond the scope of this proposal will be billed at an hourly rate of \$130.00/hour. Design changes during the construction document phase may result in additional compensation. Additional services will include any revisions resulting from construction bids exceeding the budget.

Reimbursable Expenses

Reimbursable expenses will include printing and reproduction costs, models (if requested), large format color plots and mounted presentation materials.

I have attached to this proposal a few representative images of recent work.

Please contact me if further information is needed.

Sincerely,

John Walters AIA

John Walters, Architect PLLC

Attachments

Agreement for the Provision of Limited Professional Engineering Services
Recent Work Photographs

**Agreement for the Provision of
Limited Professional Engineering Services**

M. E. & P., Inc., Engineering
P.O Drawer 739
Campobello, SC 29322
(864) 472-4596

November 1, 2023

Fax (864) 472-9579

Client John Walters Architect, PLLC
Address 70 Pacolet Street, Suite A, Tryon, NC 28782-3363
Phone 828-859-0329 Cell 828-606-0515
Email jwarchitect@windstream.net

Project: Landrum Community Public Restroom Near Hwy 176, Landrum, SC

Scope of Services

HVAC, Plumbing and Electrical engineering design services to provide permit drawings and specifications on plans for construction of a commercial public restroom on railroad right of way near Hwy 176 south of the rail road station, with area totaling approximately 400 sqft of planned gross space based on sketches provided October, 2023. Project assumes construction will comply with required energy code compliance and will utilize local utilities for services. Services designed to coordinate with adjacent property restrictions as provided by architect and civil to our office. Pre-design site observations are included as required by our office. Electrical design assumes availability of adequate power supply from local utility. No emergency generator is anticipated. Fixtures to be approved or chosen by owner / architect and in compliance with ICC IECC & ASHRAE 90.1 and as well as "dark sky" requirements, owner descriptions / selections. No additional site (pole) lighting design is included. Services for construction site observation services, fire sprinkler protection design, value engineering for cost reduction or cost management or for owner requested changes following initial pricing or permit drawings are as additional services. Separate demo drawings, or final utility company coordination are as additional services. Architect/Owner responsibilities include determination of owner operator floor plan, determination of UL assemblies for fire separations and determination of specialty fixtures, as well as specialty equipment outlet and data locations. Submittal review of "major" system components if requested as additional services as listed. Coordination with A/V low voltage subcontractors to be at our office or via remote conferencing. Any site observation services during construction will be additional services at standard hourly rates. Meetings with AHJ or plan changes from Architectural changes to satisfy AHJ shall be as additional services. Client to supply hard copies of floor plans and electronic copy compatible with Autocad 2020 and any other information needed to properly complete the design. Client to supply any information regarding special requirements from Owner or GC. Deliverables available as soon as practicable. All additional Services at standard hourly rates upon request.

Fee Arrangement

Fixed Fee (M/E Dwgs)	\$ 3,580.00 (Three Thousand Five Hundred Eighty & 00/100 dollars)
Opt. Submittal Reviews	\$ 1,280.00 (One Thousand Two Hundred Eighty & 00/100 dollars)
Optional Site Observations	\$ 740.00 each when requested.
Additional Fees	Reimbursable Expenses at 10% above cost. See General Contract Provisions. Additional Services & Constructions Administration at standard hourly rates.

Permission to incorporate sign advertising M. E. & P. Incorporated on the project site for duration of construction, and permission to release information about M. E. & P., Incorporated's involvement in the project to the public. This quote is good for 30 days.

Accepted By: (Client)

For M. E. & P. Incorporated

(Signature) (Date)

(Signature) (Date)

(Printed Name & Title)

(Printed Name & Title)

CLIENT IS REQUIRED TO SIGN PAGE TWO OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THE GENERAL CONTRACT PROVISIONS ATTACHED TO THIS FORM ARE A PART OF THE AGREEMENT.

General Contract Provisions Landrum Community Public Restroom Near Hwy 176, Landrum, SC Nov. 1, 2023

Standard of Care: Services performed by M. E. & P., Incorporated, (herein after noted as ME&P) under this Agreement will be consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions. No other warranty, expressed or implied, is made.

Hidden Conditions: A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If either Client or ME&P has reason to believe that such a condition may exist, the client shall authorize and pay for all cost associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) ME&P has no reason to believe that such a condition exists, the client is responsible for all risks associated with the condition, and ME&P shall not be responsible for the existing condition nor any resulting damages to persons or property.

Access to Site: Client will provide ME&P with access to the site for activities necessary for the performance of the services. Access shall be granted through the time of construction and for first year of operation for construction administration as determined needed by engineer.

Billing and Payment:

A. The percentage of Architect's fee, [except when a lump sum (fixed)], is billed against the cost of constructing the work designed by ME&P as determined by the participating project contractors. Should the project be abandoned then the last accurate set of pricing or estimates shall be used to determine fees due. If project is redesigned by owner for preferences or cost savings, the redesign work will be as additional services, based upon the letter agreement. Architect will make a copy of his owner's contract and all pricing for work available to ME&P for review. Where the fee is to be on an hourly basis or "not to exceed" (NTE), the rates shall be by the rate schedule.

B. Reimbursable expenses are in addition to Scope of Services and include expenses incurred by ME&P, such as long distance and mobile telephone expenses, faxes, overnight and postal delivery, approved travel, the costs of printing for design, internal or client review, bidding, permit and construction and record purposes and any fees or licenses required by any local jurisdiction having authority.

C. ME&P will invoice Client upon completion of deliverables or periodically for work performed during the preceding period. Client agrees to pay each invoice upon receipt prior to receiving drawings or instruments of service. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within thirty (30) day period at a rate of eighteen (18) percent per annum. Failure to make payment within ninety (90) days of invoice shall constitute a release of ME&P from any and all claims the client may have, either in tort or contract. Failure to make payment according to terms of the agreement release ME&P from continuing to work on the project or any effect on project deadlines or schedules. Additionally, Client agrees to pay all reasonable attorney fees associated with the collection of non-payment of invoices including those associated with imposition of mechanics liens. Client understands and agrees that for failure to make payment the client will bear costs associated with the collection of fees including all attorney fees and collection service fees from any 3rd parties.

D. Further, failure to make payment within one hundred twenty (120) days of an invoice shall constitute a release of ME&P from any and all claims the client may have, either in tort or contract.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both Client and ME&P, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, ME&P's total liability to the Client, for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of ME&P's fee. Such causes include, but are not limited to ME&P's negligence, errors, omissions, strict liability or breach of contract.

Contractor's Means and Methods: Should ME&P provide periodic observation at the job site during construction, Client agrees that ME&P shall not have control over or charge of, and shall not be responsible for construction methods or for safety and procedures of omissions, since these are the solely the Contractor's responsibility.

Ownership of Documents: All documents produced by ME&P under this agreement shall remain the property of ME&P and may not be used by the Client for any other endeavor without written consent of ME&P.

Hazardous Material & Mold: ME&P shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), Mold including stachybotrys chartarum or other toxic substances organic or inorganic.

Applicable Law: Unless otherwise specified, this Agreement shall be governed by the laws of the State of South Carolina.

Assigns: Neither the Client nor ME&P may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Severability: In the event any of the provisions of these General Provisions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. Client and ME&P will negotiate in good faith to replace such an invalid provision with one which is enforceable and comes as close as possible to achieving the intent of the original provision.

Termination of Services: This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay ME&P for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Date _____ Client _____
(Signature & Title)

Rogers Park Toilet Facility
Rogers Park
Tryon, NC



This project adds toilet facilities to Rogers Park, a public park facility located in downtown Tryon, NC. The park includes an amphitheater, picnic areas with gazebos, an active stream and walking trails; however, toilet facilities were not available. Stone and wood details were chosen to blend with the existing park materials. The building enclosure is natural cedar shingle siding.



November 9, 2023

To: Landrum Mayor & City Council

From: Rich Caplan, City Administrator

Re: **WORK SESSION ITEM** – Sale of a Highway 14 Surplus Property to Spartanburg Water

The Spartanburg Water District is interested in purchasing the city's parcel on Highway 14 that is used as a water transfer station. The District Manager asked me for a purchase price. I suggested the price to be \$12,627. I based this amount on the average price of land per square foot on the adjoining parcel (@ \$0.58 equals \$7,627 and \$5,000 for the cinderblock building used to protect the water equipment.)

Recommendation

It is recommended that the City Council authorize the sale of this parcel to Spartanburg Water for \$12,617.

Youth Council Information

This information was obtained from the Chapman High School staff sponsor of the Inman Youth Council. The goal is to start a Landrum Youth Council at Landrum High School.

- Inman Youth Council is comprised of juniors and seniors who apply as a rising junior, with the expectation the student will participate for two years
- This is an opportunity for students to be heard and to be involved in their community
- Requirements
 - Clean disciplinary record
 - GPA of 3.5 or better
 - File an application with parental approval
 - Willingness to give back to and be involved with the community
 - Attend 50% of the City Council meetings during their school year
 - Plan and participate in two city events (Inman's required events are Harvest Day and Light Up Inman)
 - As a group determine other service projects for the city
 - Examples of current Inman Youth Council Projects
 - Cleaning an Inman cemetery
 - Judging Halloween costumes
 - Clean up days throughout the city
 - Participating in Main Street SC
- Benefits to the students
 - Excellent service information for college applications
 - Provides additional attributes for scholarship applications
 - Meet and be involved with people within their community
 - Learn the details of local government
 - Receive a service cord on their graduation gown
 - Receive service hours required by school organizations
- Minimal Budgetary Considerations
 - Inman City Council budgets for cords, T-shirts and one field trip a year to Columbia, SC for Municipal Association of South Carolina meeting

From: Ginny Bozeman <gbozeman@popeflynn.com>
Sent: Friday, October 13, 2023 9:41 AM
To: Rich Caplan <Rich.Caplan@cityoflandrumsc.com>
Cc: Lawrence Flynn <lflynn@popeflynn.com>
Subject: Building Code Appeals Board

Rich,

I will get a more formal list of demolition steps and templates to you, but in quick follow up to your question about the building code appeals board, the IPMC, as adopted by the City, requires the building code appeals board to be comprised of three voting members that are not employees of the City. These board members are appointed by City Council and serve staggered terms of two years or until a successor has been appointed. The code official additionally sits on the board as an ex-officio, non-voting member. The board is to meet within 10 days of the filing of an appeal or at predetermined periodic intervals.

Thanks,
Ginny

Ginny Bozeman
Senior Counsel

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