



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 17, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, January 17, 2023 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I

Prior to entering the meeting please turn all electronic communication devices to the silent, vibrate or off position. All presenters are asked to speak directly into the microphone for recording purposes.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

PRESENTATIONS

1. Harden Street and Blossom Street Road Safety Projects - Mr. Shawn Salley, Program Manager, Traffic Safety Traffic Engineering for SC Department of Transportation

CONSENT AGENDA ITEMS 2 THROUGH 13

2. Council is asked to approve a new Contract for third party support for IFAS Upgrade, Report Writing and Conversion Services, as requested by the Budget, Program Management and Grants Office on December 14, 2022. Award to Koa Hills Consulting, LLC as a Sole Source in an amount not to exceed \$105,000.00. The term of this contract is from January 1, 2023 to December 31, 2023. This firm is located in Reno, NV.

Funding Source: Program Management Office - Professional Services (6218950-636600). The original budget amount is \$105,000.00.



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3. Council is asked to approve the Purchase of Twenty-four (24) 2023 Chevrolet Tahoes and Equipment for the Columbia Police Department, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$1,796,392.38.

Funding Source: Police Administrative Services - Auto, Trucks, Heavy Equipment-Capital (1012402-658500). The original budget amount is \$1,796,392.38.

Vendor	Description	Procurement Method	Amount
Love Chevrolet Columbia, SC	Twenty-four (24) Chevrolet Tahoe PPV Pursuit 2WD	BID012-21-22-ASH Police Pursuit Vehicles	\$1,268,790.00
Motorola Chicago, IL	Twenty-four (24) Radios	State Contract #4400021163	\$169,705.50
Synnex Corporation Greenville, SC	Twenty-four (24) Laptops	GSA Contract #47QTCA19D00MM	\$112,459.36
Utility Associates Decatur, GA	Twenty-four (24) Communication Systems/Rockets	State Contract #4400021612	\$85,536.00
Axon Enterprises Inc. Scottsdale, AZ	Twenty-four (24) Standard 2 Camera kit & Warranty	Sourcewell Contract #66248	\$159,901.52

4. Council is asked to approve a new Contract for the Demolition of Non-Asbestos Properties, as requested by the Columbia Police Department, Code Enforcement Division on October 11, 2022. Award to Corley Construction Company, LLC, A Minority Business Enterprise, in an amount not to exceed \$60,734.65, which includes contingency. This contractor is located in Columbia, SC.

Funding Source: This project is funded by the American Rescue Plan Act. ARPA Funds - Special Contracts Demolition (2619999-ARPA202203-638301). The original budget amount is \$70,000.00.

5. Council is asked to approve a new Contract for Asbestos Abatement, Demolition and Air Monitoring Services, as requested by the Columbia Police Department, Code Enforcement Division on October 11, 2022. Award to HAN Construction & Management, LLC in an amount not to exceed \$293,788.66, which includes contingency. This contractor is located in Columbia, SC.

Funding Source: This project is funded by American Rescue Plan Act. ARPA Funds - Special Contracts Demolition (2619999-ARPA202203-638301). The original budget amount is \$293,788.66.



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6. Council is asked to approve a new Contract for Projects WM436001 & WM436002; Water Main Upgrades for Riverview Terrace Subdivision Phase 1 & Phase 2, as requested by Columbia Water on December 8, 2022. Award to Lake Murray Utility Company, Inc. in an amount not to exceed \$969,532.20, which includes contingency. This contractor is located in Chapin, SC.

Funding Source: Engineering - Water and Sewer Improvements (5529999-WM436001-658650). The original budget amount is \$969,532.20.

This is a Mentor Protégé Program project. Lake Murray Utility Company, Inc. is the mentor and will provide water main upgrades at 36.68% (\$296,354.80) of the total contract amount. J.W. Brown Construction, LLC of Lexington, SC is the protégé and will provide water main upgrades at 20.00% (\$161,588.70) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Fortiline, Inc., located in Lexington, SC, will provide material and pipe at 32.18% (\$260,000.00) of the total contract amount.

Capital Concrete, located in Lexington, SC, will provide concrete and flowable fill at 9.28% (\$75,000.00) of the total contract amount.

Sloan Construction, located in Duncan, SC, will provide asphalt at 1.86% (\$15,000.00) of the total contract amount.

7. Council is asked to approve a new Contract for Project WM4683; Water Main Replacement and Water Service Renewals for Willow Run Apartments, as requested by Columbia Water on September 27, 2022. Award to Stutts & Williams, LLC in an amount not to exceed \$1,040,438.40, which includes contingency. This contractor is located in Lexington, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM468301-658650). The original budget amount is \$1,040,438.40.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 30% CDBE goal. The CDBE goal was exceeded at 37.01%. Stutts & Williams, LLC is the prime contractor and will provide waterline installation services at 62.41% (\$541,032.00) of the total contract amount.

The following subcontractors will provide additional supplies/services:

Wallace Mechanical Supply, Inc., a Disadvantaged Business Enterprise located in Cheraw, SC, will provide waterline materials at 30.56% (\$265,000.00) of the total contract amount.



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Ferguson Waterworks located in Elgin, SC, will provide waterline materials at 0.58% (\$5,000.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide hauling services at 0.92% (\$8,000.00) of the total contract amount.

AOS Specialty Contractors Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide concrete services at 0.92% (\$8,000.00) of the total contract amount.

RCG Construction, LLC, a Minority Business Enterprise (W) and CDBE located in Irmo, SC, will provide flowable fill and waterline installation services at 4.61% (\$40,000.00) of the total contract amount.

8. Council is asked to approve an Other Work in Progress Non-Standard Service Agreement for the South Main Street Streetscaping Project, as requested by Columbia Water. Award to Dominion Energy in the amount of \$4,294,891.00.

Funding Source: Streetscaping Capital Projects (4139999-658650). The original budget amount is \$4,294,891.00

9. Council is asked to approve Change Order #4 for Project SS733702; East Rocky Branch Improvements Phase II, as requested by Columbia Water on December 6, 2022. Award to S. J. Louis Construction in the amount of \$2,977,777.09 and to extend the contract term to October 31, 2023. This firm is located in Rockville, MN.

Funding Source: Water & Sewer Capital Projects-Capital Project Costs (5529999-SS733702-658650). The original budget amount is \$17,839,800.00. The budget amount for this change order is \$2,977,777.09. The total revised budget amount is \$20,817,577.09.

10. Ordinance No.: 2022-119 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

First reading approval was given on December 6, 2022.

11. Ordinance No.: 2022-123 - Granting an encroachment to Fort Jackson SAP, LLC for the use of the right of way area of the 4300 block of Fort Jackson Boulevard for the installation and maintenance of one curb cut, sidewalks, landscaping and irrigation adjacent to 4345 Fort Jackson Boulevard, Richland County TMS# 13814-01-03

First reading approval was given on December 20, 2022.



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12. Ordinance No.: 2022-128 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park 2222 Main, LLC; TMS #09016-02-06

Economic and Community Development Committee Recommendation: 11/8/22; Approval (3-0) - First reading approval was given on December 20, 2022.

13. ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1008 S. Ott Road; TMS#13703-04-04

Ordinance No.: 2022-127 - Annexing 1008 S. Ott Road, Richland County TMS# 13703-04-04

Council District: 3

Proposal: Request recommendation on assignment of interim land use classification of Urban core Residential Small Lot (UCR-1) and assignment of interim zoning of Residential Mixed district (RM-1), a portion within the Floodplain Overlay District (OV-FP) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.

Applicant: Rosewood Church

Staff Recommendation: Approval

PC Recommendation: 12/08/2022; Approval (7-0)

First reading approval was given on December 20, 2022.

ORDINANCES - FIRST READING

14. Ordinance No.: 2023-013 - Granting an encroachment to Waverly Hospital Owner, LLC, for the use of the right of way areas of the 2200 block of Hampton Street and the 1400 block of Pine Street for the installation and maintenance of sidewalks and stairs adjacent to 2200 Hampton Street, Richland County TMS# 11407-14-01
15. Ordinance No.: 2023-014 - Granting an encroachment to the South Carolina Department of Parks, Recreation and Tourism for the use of the right of way area of the 1900 block of Lincoln Street for the installation and maintenance of a sidewalk to connect to the existing public sidewalk adjacent to 829 Richland Street, Richland County TMS#09011-10-03



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16. Ordinance No.: 2023-016 - Granting an encroachment to Benton Crossing, LP, for the use of the right of way areas of the 2600 block of River Drive and the 1100 block of Benton Street for the installation and maintenance of curb cuts, crosswalks, sidewalks, landscaping and irrigation adjacent to 2617 River Drive, Richland County TMS# 09109-05-18, 09109-05-20 and 09109-05-16

RESOLUTIONS

17. Resolution No.: R-2022-100 - Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Harden Street (S-S-10), Blossom Street (US-21) and associated intersections for the Safety Improvements (RSA Implementation S-10 / US-21); Projects P039718 and P038027
18. Resolution No.: R-2022-101 - Providing funds to CEZ, Inc. for support of Market Place Project
19. Resolution No.: R-2023-002 - Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and ImaGen, Inc. for the lease of 335 Richland Street, Richland County TMS# 09006-07-02 for the development of a Columbia Hydrogen Fueling Station and Center for Transportation and the Environment
20. Resolution No.: R-2023-006 - Authorizing the City Manager to execute an Option to Purchase Agreement between the City of Columbia and Foxfire Management Company, LLC as well as any documents necessary to consummate the purchase of 118 Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32

OTHER MATTERS

21. Fiscal Year 2022/2023 Hospitality Tax Committee Recommendations for Second Round Allocations - Ms. Missy Caughman, Director of Budget, Program Management and Grants

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

PUBLIC INPUT



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EXECUTIVE SESSION

22. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

Communications Plan

23. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)

Lake Katherine Sewer Improvements

ADJOURNMENT



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: **Harden Street and Blossom Street Road Safety Projects - Mr. Shawn Salley, Program Manager, Traffic Safety Traffic Engineering for SC Department of Transportation**

FUNDING SOURCE & ORIGINAL BUDGET:

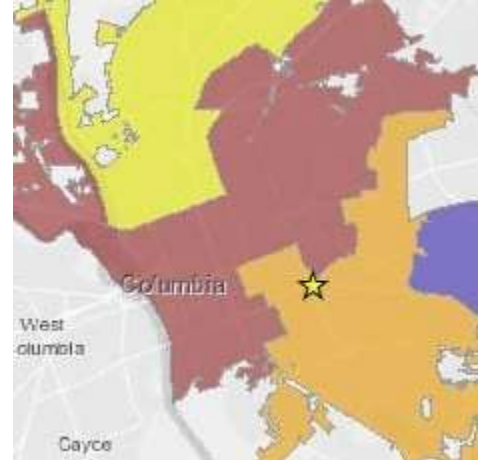
ATTACHMENTS:

- **#a:** Harden Street Project Overview (PDF)
- **#b:** Harden Blossom Council Presentation 011023 (PDF)

SCDOT Municipal Agreement for Safety Improvement Projects

Project Description:

The Municipal Agreement encompasses two SCDOT Safety Improvement projects. The US 21 (Blossom Street) project extends along US 21 from the intersection of Williams Street and Blossom Street to the intersection of Devine Street and Chatham Avenue. The project includes resurfacing and ADA improvements at intersections within the corridor. The S-10 (Harden Street) project includes new 2' high brick planters within the medians from Blossom to Greene Street with mid-block pedestrian crossings. A road diet narrowing the road cross section from a four lane section to a two lane section with bike lanes along Harden from Blossom Street to Devine Street is proposed.



Objectives:

Provide ADA accessibility along corridor and improve pedestrian safety in Five Points.

Project Type:

Safety Improvement

Council District:

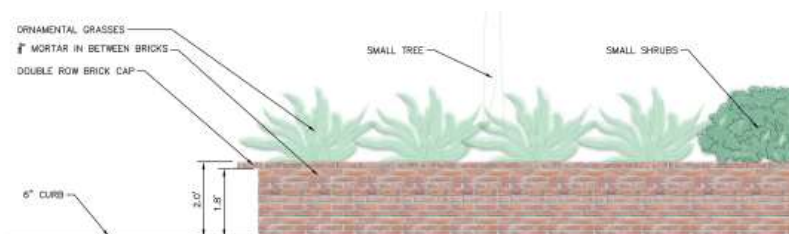
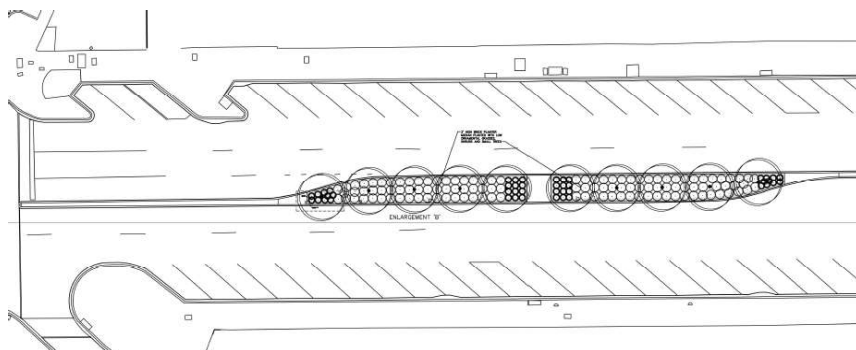
2 and 3

Project Funding:

Funding will be provided by SCDOT.

Council Request:

City Council is asked to approve the SCDOT municipal agreement allowing the project to be constructed within City limits as required by S.C. Code Ann, 57-5-820 (1991). Construction bid letting is expected in Spring 2023. Multiple stakeholder meetings have been held concerning the proposed improvements with SCDOT, City of Columbia, Five Points Association, Coalition of Five Points Neighborhoods, State of South Carolina Representatives, Palmetto Cycling Coalition, FHWA, and the University of South Carolina. SCDOT has indicated the stakeholders have agreed to the current design.



MEDIAN TREATMENT ENLARGEMENT A

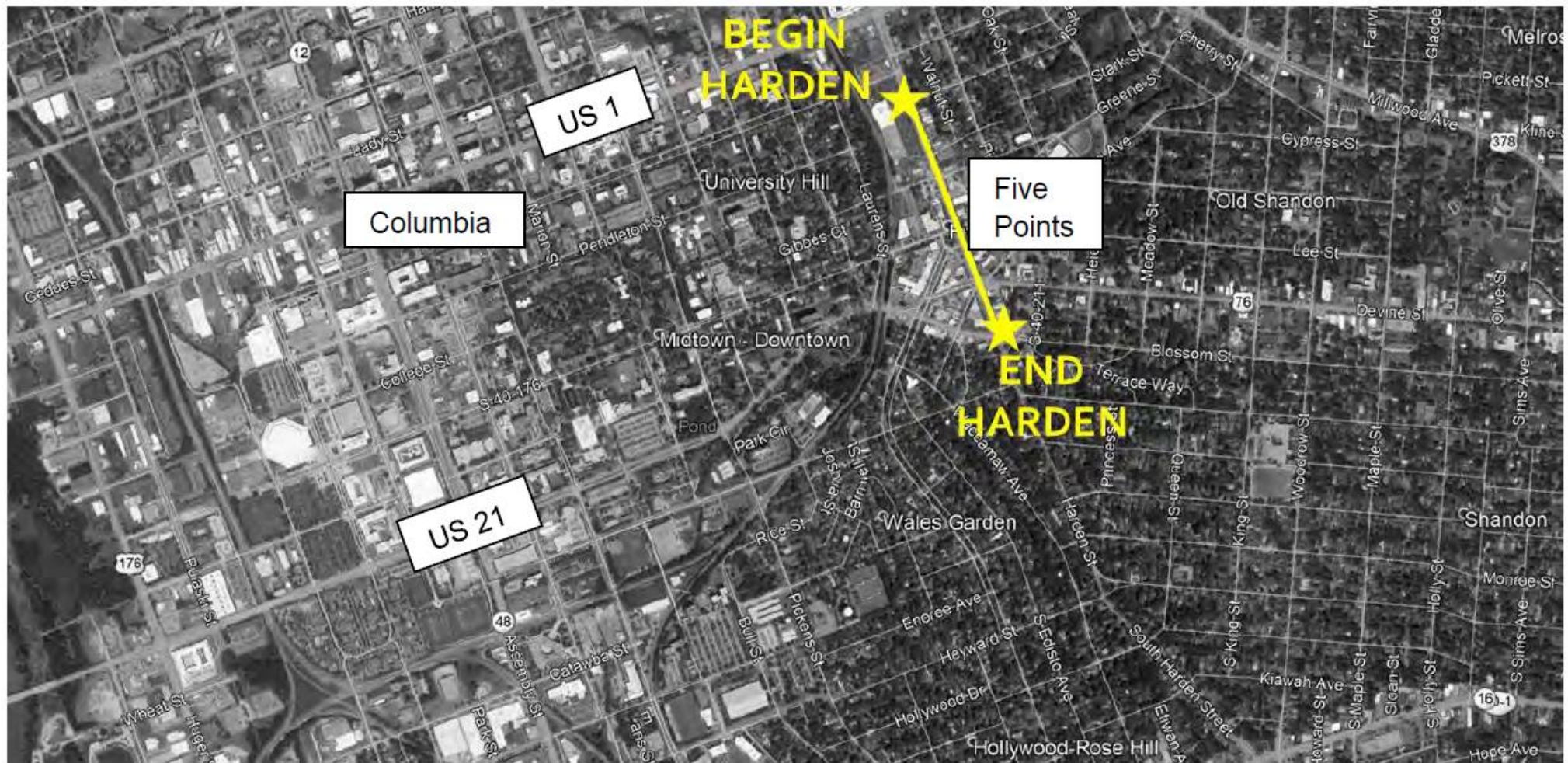


Road Safety Audit Implementation Projects
S-10/Harden Street
US 21/Blossom Street

City of Columbia Council Presentation
January 10, 2023



Location



Location



Crash Data

Harden Street

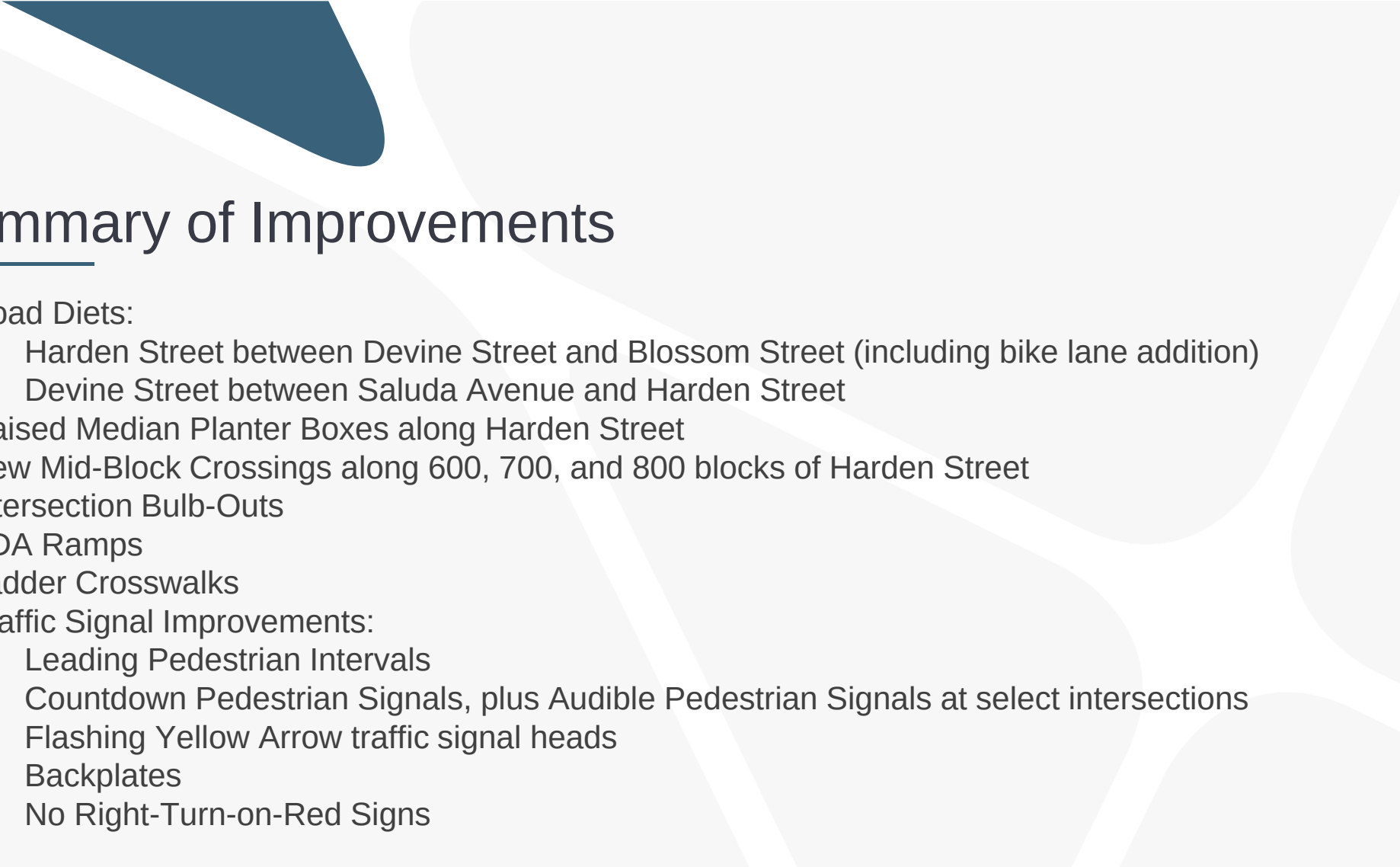
- 0.45-mile length
- **232** total crashes
 - 1/1/2013 to 12/31/2018
 - Overall: 27 injury, 1 serious injury, 0 fatal
 - 3 bicycle, 14 pedestrian
 - 11 injury, 1 serious injury, 0 fatal

Blossom Street

- 2.9-mile length
- **1,428** total crashes
 - 1/1/2013 to 12/31/2018
 - Overall: 118 injury, 8 serious injury, 1 fatal
 - 26 pedestrian
 - 14 injury, 4 serious injury, 0 fatal

Project History

- Road Safety Audit (RSA) Projects
 - Field Review - September 2019
 - RSA/Road Diet Feasibility Reports - 2020
- RSA Implementation
 - Public Information Meeting (at the Convention Center) - August 2021
 - Meetings with the City of Columbia, Five Points Association, Coalition of five Points Neighborhoods, State of SC Representatives, Palmetto Cycling Coalition, FHWA, and the University of South Carolina.

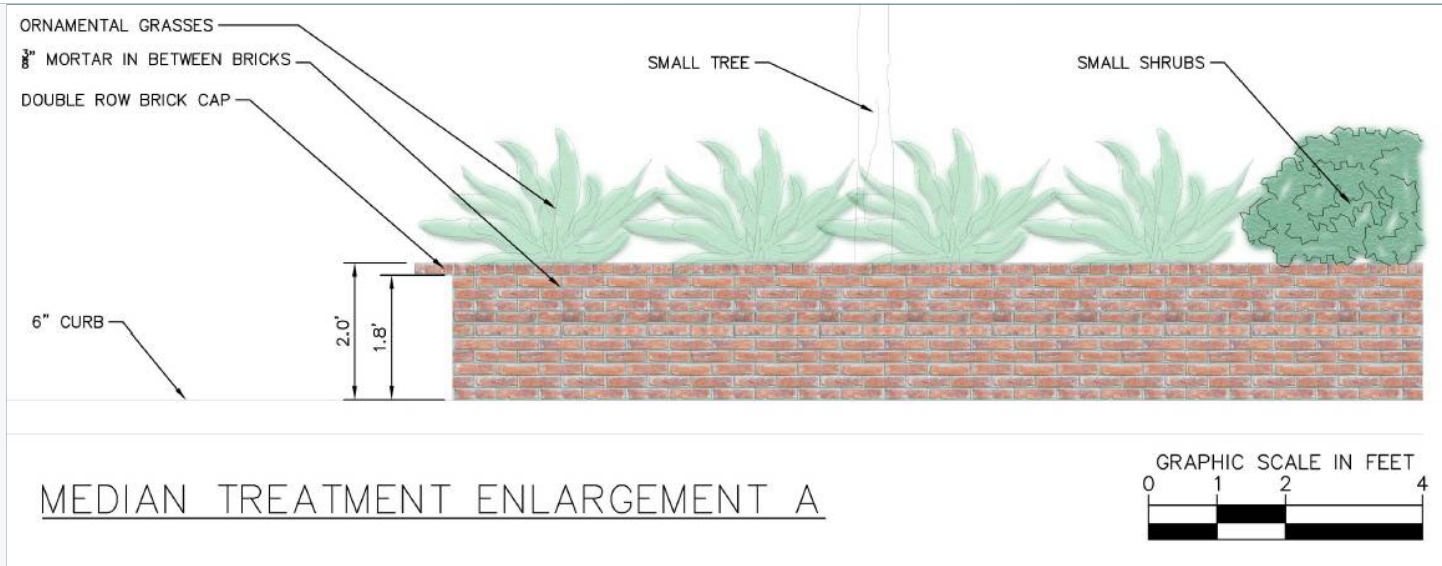
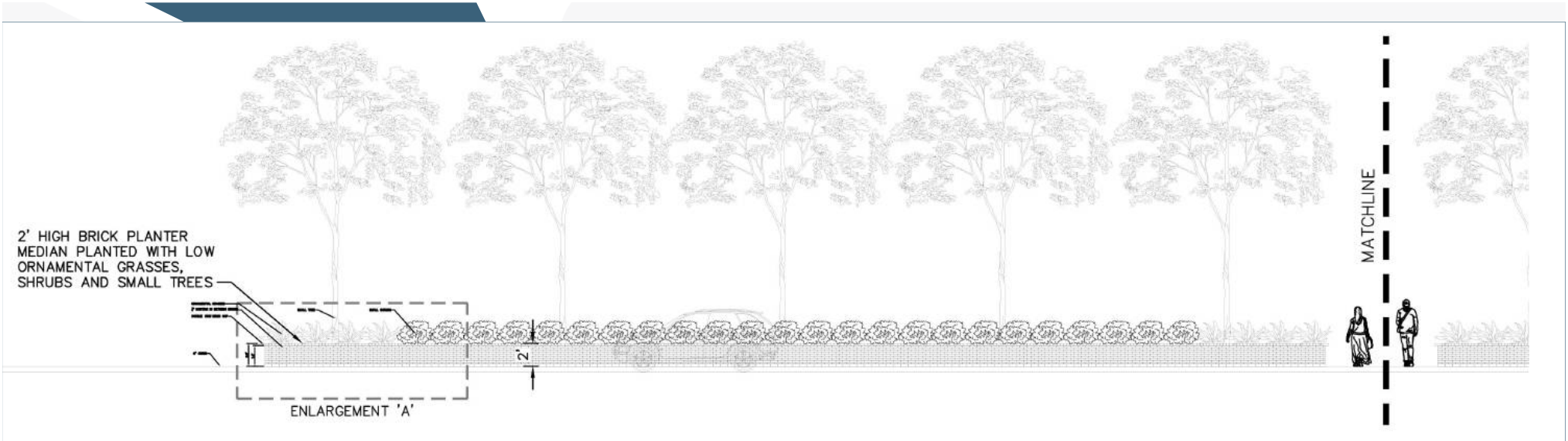


Summary of Improvements

- Road Diets:
 - Harden Street between Devine Street and Blossom Street (including bike lane addition)
 - Devine Street between Saluda Avenue and Harden Street
- Raised Median Planter Boxes along Harden Street
- New Mid-Block Crossings along 600, 700, and 800 blocks of Harden Street
- Intersection Bulb-Outs
- ADA Ramps
- Ladder Crosswalks
- Traffic Signal Improvements:
 - Leading Pedestrian Intervals
 - Countdown Pedestrian Signals, plus Audible Pedestrian Signals at select intersections
 - Flashing Yellow Arrow traffic signal heads
 - Backplates
 - No Right-Turn-on-Red Signs







Road Safety Audit Implementation Projects
S-10/Harden Street
US 21/Blossom Street

Thank You!

salleyse@scdot.org
rick.reiff@kimley-horn.com



Kimley»Horn



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a new Contract for third party support for IFAS Upgrade, Report Writing and Conversion Services, as requested by the Budget, Program Management and Grants Office on December 14, 2022. Award to Koa Hills Consulting, LLC as a Sole Source in an amount not to exceed \$105,000.00. The term of this contract is from January 1, 2023 to December 31, 2023. This firm is located in Reno, NV.

REQUISITION NO.: R220000

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Program Management Office - Professional Services (6218950-636600). The original budget amount is \$105,000.00.

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Koa Hills memo for Council 12-2022 (PDF)
- **#b:** Koa Hills Consulting Proposal (PDF)
- **#c:** Sole Source Justification partial signatures (PDF)



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1136 Washington Street, Suite 504, Columbia, SC 29201 • Phone: 803-545-3201

TO: Sandra Middleton, Procurement & Contracts Director

FROM: Missy Caughman, Budget, Program Management & Grants Director 
Sylvia White, Chief Information Officer

CC: Jeff Palen, Chief Financial Officer

DATE: December 14, 2022

RE: Request for Approval of IFAS Upgrade Support

We are requesting for City Council approval of an agreement with Koa Hills to provide report and upgrade support of the City's core financial enterprise resource planning application IFAS to Finance Enterprise. The scope of services covers customized report conversion, report writing and technical consulting as augmentation of City staff. Koa Hills has assisted the City in prior years with special project support and assistance with IFAS. Having prior experience with the City's current version of IFAS, Koa Hills has specialized knowledge and expertise and they are uniquely equipped to provide the City assistance with IFAS and upgrade support. In order to maintain existing services and provide ongoing system support, we are requesting this assistance and support in order to better ensure the success of this critical upgrade project.

Approval is requested for report writing and technical support for an amount not to exceed \$105,000. The funding sources are as follows: 6218950 and is included in the IFAS upgrade budget. Costs are billed only as incurred.

Should you have any questions, please let me know.

KOA HILLS CONSULTING, LLC
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is entered into as of the date and year set forth below (the "Effective Date"), by and between CITY OF COLUMBIA ("Recipient"), a City, and KOA HILLS CONSULTING, LLC, a Nevada limited liability company ("Service Provider").

WHEREAS, Recipient desires to engage Service Provider to provide certain consulting services to Recipient, and Service Provider desires to perform certain consulting services for Recipient, which services will be more fully set forth in specific Statements of Work (as defined below)

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient and Service Provider agree as follows:

1. Services.

a. Recipient engages Service Provider, and Service Provider hereby accepts this engagement, to provide certain consulting services related to the business or products of Recipient (any service performed by Service Provider for Recipient is hereinafter referred to as, the "Services"), which Services shall each be described and performed as more specifically set forth in each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A attached hereto (each, a "Statement of Work"), pursuant to the terms and conditions specified in this Agreement.

b. Each Statement of Work shall include the following information, if applicable: (i) a detailed description of the Services to be performed pursuant to the Statement of Work; (ii) the date upon which the Services will commence and the term of such Statement of Work; (iii) the fees to be paid to Service Provider under the Statement of Work; (iv) the implementation plan, including a timetable, milestones and payment schedules; (v) any criteria for completion of the Services; and (vi) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

c. If Recipient desires to change the scope or performance of the Services or any Statement of Work, it shall submit details of the requested change to Service Provider in writing. Service Provider shall, within ten (10) business days after such request, provide a written estimate to Recipient of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement. Promptly after receipt of such information, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance herewith.

2. Term; Termination. This Agreement shall commence as of the Effective Date and shall continue thereafter until the expiration of the Term (as defined in the applicable Statement of Work), unless sooner terminated pursuant to the terms hereof. In the event Recipient fails to remit payment for amounts of any invoice within the thirty (30) days of receipt of Service Provider's invoice, Service Provider may suspend performance of the Services upon written notice to Recipient until payments due are received. If any amount remains unpaid for five (5) business days after written notice by Service Provider to Recipient of Recipients' failure to timely pay such amounts, Service Provider may terminate this Agreement upon written notice to Recipient. Either party shall have the right to terminate this Agreement if the other party

commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach.

3. Obligations of Service Provider; Representations and Warranties.

a. Service Provider shall: (i) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all material licenses and consents and comply with all relevant state, federal and local laws, rules or regulations of any governmental entity or body (collectively, "Laws"), applicable to the provision of the Services; and (ii) comply with, and ensure that all employees or subcontractors, if any (together, "Personnel"), comply with, all rules, regulations and policies of Recipient that are communicated to Service Provider in writing, including security procedures concerning systems and data and remote access thereto, and general health and safety practices and procedures.

b. Service Provider is responsible for all Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

c. Service Provider represents and warrants to Recipient that: (i) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that the execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized; (ii) it shall perform the Services using Personnel of required skill, experience and qualifications and in accordance with industry standards for similar services; and (iii) it is in material compliance with, and shall perform the Services in compliance with, all applicable Laws. Notwithstanding anything contained herein to the contrary, Service Provider makes no representation or warranty with respect to any Recipient data, information or materials, or any Recipient Intellectual Property Rights (as defined herein) incorporated into or used in connection with the Services. As used in this Agreement, "Intellectual Property Rights") means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade secrets, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including, without limitation, software and computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

d. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER PROVIDES THE SERVICES AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, OF WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT; EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH RECIPIENT.

4. Obligations of Recipient; Representations and Warranties

a. Recipient shall: (i) cooperate with Service Provider in all matters relating to the Services; respond promptly, but in any event within five (5) business days, to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are necessary for Service

Provider to perform Services in accordance with the requirements of this Agreement; and, (iii) ensure that information and materials provided to Service Provider are complete and accurate in all respects.

b. Recipient represents and warrants to Service Provider that: (i) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that the execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized; (ii) it is in material compliance with all applicable Laws; (iii) Recipient's is not currently infringing and will not infringe on any Intellectual Property Right of any third party, and, as of the date hereof, there are no pending or threatened claims, litigation or other proceedings against Recipient by any third party based on an alleged violation of any Intellectual Property Rights.

5. Payment Terms.

a. In consideration of the provision of the Services by Service Provider and the rights granted to Recipient under this Agreement, Recipient shall pay the fees set forth in the applicable Statement of Work.

b. Where the Services are provided on a time basis: (i) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rate set forth in the applicable Statement of Work, in minimum units of ¼ hours; and (ii) Service Provider shall issue invoices to Recipient weekly in arrears for its fees for time for the immediately preceding week, together with a description of the work performed for each time entry.

c. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work and shall be payable to Service Provider in installments as set out in the Statement of Work.

d. Service Provider shall issue invoices to Recipient in accordance with the terms of this Section or any applicable Statement of Work, and Recipient shall pay all invoiced amounts due to Service Provider within thirty (30) days after Recipient's receipt of such invoice. If fees are not paid promptly (within 30 days of the date of invoice), a carrying charge of one and a ½ percent (1.5%) per month will be assessed on the unpaid balance of the statement from the date of invoice. Payments will be accepted by cash, check, money order, bank draft, wire transfer and ACH direct deposit into Service Provider's account.

e. Recipient shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Recipient hereunder; provided, that, in no event shall Recipient pay or be responsible for any taxes imposed on, or with respect to, Contactor's income, revenues, gross receipts, personnel or real or personal property or other assets.

6. Independent Contractor. The relationship of Service Provider to Recipient is that of independent contractor and not that of partner, member, joint venturer, employee or agent. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties. This Agreement shall not be construed to make either party the agent or legal representative of the other party for any purpose whatsoever, and neither party is granted any right or authority to assume or create any obligations for, on

behalf of, or in the name of the other party. Each party agrees that it will neither represent, nor allow itself to be held out as an agent of, or partner or joint venturer with the other party.

7. Protection of Recipient's Confidential Information.

a. Definition of Confidential Information. As used herein, "Confidential Information" means and includes: (a) any non-public knowledge or information relating to the business, operations and affairs of Recipient, disclosed by Recipient to Service Provider in the course of Service Provider's engagement by Recipient or the performance of the Services; and (b) any trade secrets of either party will be entitled to all of the protections and benefits under the Nevada Trade Secrets Act, Nevada Revised Statutes §§ 600A.030 et seq. and any other applicable law. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that the receiving party demonstrates was or became generally available to the public other than as a result of a disclosure by the receiving party.

b. Protection of Confidential Information. In connection with this Agreement, Service Provider may have access to Confidential Information of Recipient. Service Provider agrees that at all times during and after Service Provider's engagement by Recipient, Service Provider will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of Recipient, except for the benefit of Recipient and in the course of Service Provider's performance of any Services for Recipient. Notwithstanding the foregoing, Service Provider may disclose Confidential Information if and to the extent that such disclosure is required by law, court order, or order from a regulatory body having jurisdiction over either of the parties hereto.

8. Return of Property. Upon termination of Service Provider's engagement with Recipient, (a) Service Provider shall, upon Recipient's written request, either return or destroy, in its sole discretion, all of Recipient's Confidential Information, and (b) Service Provider shall return to Recipient any keys, equipment or other personal property of Recipient, to Recipient.

9. Limitations on Liability.

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE PROVISION OF THE SERVICES, OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT EITHER PARTY MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF EACH PARTY TO THE OTHER UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE FEES PREVIOUSLY PAID BY RECIPIENT TO SERVICE PROVIDER HEREUNDER. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) one (1) business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth on the signature page. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

11. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the terms and conditions hereof, the prevailing party shall be entitled to all costs and expenses, including attorneys' fees, expended or incurred by the such party.

12. Entire Agreement. This Agreement and any applicable Statement of Work are the entire understanding of the parties, and supersedes any other agreement, whether written or oral. This Agreement may not be amended except in writing signed by both parties.

13. Severability. If a court finds any provision of this Agreement to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of South Carolina. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts located in South Carolina. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

15. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signatures appear on following page]

[signature page to Professional Services Agreement]

Dated this 30th day of December, 2022.

KOA HILLS CONSULTING, LLC,
a Nevada limited liability company

By: _____

Printed: _____

Title: _____

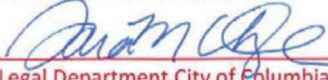
CITY OF COLUMBIA,
a City

By: _____

Printed: _____

Title: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
12/14/2022

For Notice

Email: john@koahills.com

Address:

Attn: John Schwartz
PO Box 58, Reno, Nevada
89504

For Notice

Email: missy.caughman@columbiasc.gov

Address:

Attn: Missy Caughman
Budget & Program Management Director
City of Columbia
1136 Washington St.
Columbia, SC 29201

Scope of Work

City of Columbia Report and Upgrade Support Consultation

1 Introduction

This Statement of Work ("SOW") between City of Columbia, hereby known as "Customer", and Koa Hills Consulting, hereby known as "Koa Hills", describes tasks and initiatives relating to the needs at City of Columbia.

This document outlines the following:

- The scope of services being contracted for from Koa Hills
- Period of performance
- Project assumptions
- Acceptance criteria
- Change control
- Project Costs

2 Scope of Services

Initiatives or tasks not described in this SOW are agreed to be out-of-scope and not included in the SOW. Either party may communicate change requests to the other party through an agreed-upon Change Order Process. The scope for this SOW is defined below.

2.1 Organizational Scope

The organizational scope includes all Customer departments, divisions, or other functional areas that use the current ERP solution.

2.2 Geography and Language Scope

The geographical scope includes the United States and City of Columbia. Koa Hills will schedule team members either to be onsite or to be available remotely, as appropriate.

2.3 User Scope

The user scope includes all of the Customer's active users of the current ERP solution.

2.4 Report Services Scope - 250 hours

Assistance with CDD report conversion, report writing and Cognos utilization.

Key tasks to be performed by Koa Hills include:

- Review existing reports and VB scripts
- Determine how to implement/migrate to Cognos
- Identify and document gaps and work with vendor/team to provide options and recommend solutions
- Mentor/train designated CoC staff in supporting the above tasks and operational reporting/scripting needs
- Assist with supporting the development of the following:
 - 12 High Priority reports
 - 36 Important reports

2.5 Technical Consulting Scope (delivered via Analyst On Demand) - 350 hours

The technical consulting role will consist of any work the customer deems needed and is within the skill set of Koa Hills Consulting. The table below highlights areas where we traditionally assist customers who are upgrading or implementing an ERP, and identifies primary and secondary responsibility for each.

Service / Task	Description	Primary Responsibility	Secondary Responsibility
System Configuration	Koa Hills can assist with any system issues related to the creation of the Finance Enterprise environment, cutover to live, creation of test account, and creation of users and user security profiles.	COC/CST	Koa Hills
Develop Training and Testing Plans	Koa Hills can assist COC in creating training and testing plans for normal business practices as well as changes resulting from replacement of the current Time Collection process.	COC	Koa Hills
Oracle DB Assistance	Backup/recovery - Rman Assistance Export/import - Assistance Data migrations - Assistance Unix Shell Commands - Assistance Stored procedures, triggers, constraints, view Application server - Assistance Multiple interfaces - Assistance Other Assistance within our resources area of expertise	COC	Koa Hills
Testing	Koa Hills can be a resource to support testing and assist where necessary.	COC	Koa Hills
Test Existing Interfaces	Koa Hills can assist testing existing interfaces.	COC	Koa Hills
Test Existing Custom Functionality	Koa Hills can assist COC in developing possible alternative methods (eg, business process change, report or custom tool development) to replace current custom functionality if required	COC	Koa Hills
Training	Koa Hills can provide core team training and video training	Koa Hills	COC
End User Training	Koa Hills can provide some end-user training; once trained, the COC core team will provide the majority of the training to the end users.	COC	Koa Hills

3 Period of Performance

The estimated Period of Performance of this project will begin on **01/01/2023** and end on **12/31/2023**.

4 Project Assumptions

Assumptions are factors that are considered to be known as true by the Customer and Koa Hills when planning for this project. The list of assumptions made for this project are as follows:

- The Customer has the will and the authority to enter into the project.
- Adequate funding will be available to complete the project.
- The Customer will provide required resources and fulfill Customer's project responsibilities.

- The Customer will continue to provide strong, effective executive sponsorship for the project.
- The Customer will provide adequate, qualified staff resources to complete the project.
- The Customer will furnish and maintain the necessary infrastructure for the project to Koa Hills and to the Customer's users, including but not limited to:
 - Remote and local network access
 - Connectivity to all ERP servers and applications

5 Acceptance Criteria

Customer and Koa Hills will follow best practices throughout the project and mutually identify criteria for completion of the project. The overall scope of work will be considered complete when one or more of the following criteria are met:

- Koa Hills has delivered the agreed-upon hours
- Customer and Koa Hills agree that no further assistance is needed

6 Change Control

In the event that either Koa Hills or the Customer identifies an activity or objective that is beyond the scope set forth in this SOW, the parties agree to take the following steps:

1. Notification should be provided to both parties which announces the change requested. The following details should be provided as part of an official Change Request:
 - Change requested - Description of the scope change needed, including details on how the change relates to project objectives and the impact to the project if the change is not applied.
 - Estimated project impact - Estimated impact of the change to the project, including work effort, deliverables, and impact to the overall project timeline.
 - Estimated cost - Consolidated estimate which identifies additional costs to implement the change, including labor, hardware, software, or other expenses.
2. If the Change Request is acceptable to all parties, it should be executed by representatives for Koa Hills and the Customer. Once this is complete, work on the Change Request can be started. Any additional costs will be billed according to rates established in the Contract.

7 Project Costs

Task Description	Hours	Rate	Cost
Report Services	250	175	\$43,750
Technical Consulting	350	175	\$61,250
Total Estimated Cost of Services			\$105,000

Quotation Notes:

- This quote is valid for 90 Days.
- Hours billed as incurred.
- **The hours listed on the quote are an estimate based on current information. If during the project we forecast the hours will be exceeded the client will be notified and a change order will be completed.**

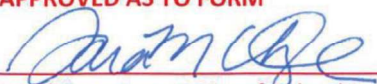
Please confirm your acceptance of this quote by signing below:

Signature _____

Print Name _____

Date _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

12/14/2022

Requisition # R220000JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Program Management Division,
(1)

(2)

as a sole source procurement from Koa Hills

(3)

based upon the following justifications Koa Hills is a third party support vendor, providing

(4)

technical support for the City's core financial system, IFAS. As part of upgrading IFAS to Finance Enterprise, staff requires additional support for technical report writing, technical database assistance and business analyst support.

Having prior experience with the City's current version of IFAS, Koa Hills has specialized knowledge and expertise and they are uniquely equipped to provide the City assistance with IFAS and upgrade support.

This sole source is valid through June 30, 2022

Amount \$ 105,000

Budget, Program Management & Grants Director

s/Missy Caughman

12/14/2022

Department

Signature of Department Head

Date

Shannon Litzewski
for Signature of Purchasing Agent

1/11/2023
Date

***Form must be route in
the order of the signatures***

Kristine Githara

1/11/2023

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be produced
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Twenty-four (24) 2023 Chevrolet Tahoes and Equipment for the Columbia Police Department, as requested by the Fleet Services Division. Award to the following vendors in the total amount of \$1,796,392.38.

REQUISITION NO.: R220009, R220046, R220126, R220125, R220221

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Auto, Trucks, Heavy Equipment-Capital (1012402-658500). The original budget amount is \$1,796,392.38.

CLEAN WATER 2020?: No

PURPOSE:

Vendor	Description	Procurement Method	Amount
Love Chevrolet Columbia, SC	Twenty-four (24) Chevrolet Tahoe PPV Pursuit 2WD	BID012-21-22-ASH Police Pursuit Vehicles	\$1,268,790.00
Motorola Chicago, IL	Twenty-four (24) Radios	State Contract #4400021163	\$169,705.50
Synnex Corporation Greenville, SC	Twenty-four (24) Laptops	GSA Contract #47QTCA19D00MM	\$112,459.36
Utility Associates Decatur, GA	Twenty-four (24) Communication Systems/Rockets	State Contract #4400021612	\$85,536.00
Axon Enterprises Inc. Scottsdale, AZ	Twenty-four (24) Standard 2 Camera kit & Warranty	Sourcwell Contract #66248	\$159,901.52

ATTACHMENTS:

- **#a:** Police_Patrol_Vehicles_Memo_011723 (PDF)
- **#b:** Love Chevrolet (PDF)
- **#c:** Motorola Quote (PDF)
- **#d:** Synnex Quote (XLS)
- **#e:** Utility Associates Quote (PDF)
- **#f:** Axon Quote (PDF)



We Are Columbia

TO: Honorable Daniel Rickenmann, Mayor & Columbia City Council

Cc: Teresa Wilson, City Manager

FROM: Missy Caughman, Budget Program Management & Grants Director 

DATE: 1-10-2023

RE: Police Patrol Vehicles

City Council is asked to approve the purchase of Twenty-four (24) 2023 Chevrolet Tahoes and Equipment for the Columbia Police Department. The funding for these vehicles is from General Fund surplus that was included in of the FY 22/23 Budget Amendment approved in September. Attached is a recap of the allocations that were approved.

CPD forecasts that over the current and next fiscal years (FY 23 & FY24), 55 additional police package patrol vehicles (Tahoes) are needed to move toward a sustainable one police package patrol vehicle, one patrol officer program. The purchase of these 24 patrol vehicles are part of the Columbia Police Department's One Officer One Patrol Vehicles program. The forecast of 55 takes into consideration PPVs that are projected to be replaced due to high-mileage by the end of FY 23/24, vehicles needed for net number of new hires, allows for supply chain delays, creates a reserve fleet when vehicles are down or unavailable and allows for a build out of the program. If these 24 vehicles are approved, we will include discussion of the remaining 31 vehicles during the upcoming budget process, to complete the proposed 55 needed for the one officer, one patrol vehicles program.

To date, 29 Police Patrol Vehicles have been purchased through the Capital Lease Replacement program. Over the next year, CPD will continue to evaluate the number of vehicles needed for adjustment if necessary.



FY 22/23 BUDGET AMENDMENT ALLOCATIONS

3.a

CAPITAL PROJECTS	FUNDING SOURCE				TOTAL
	GENERAL FUND BALANCE	CONGAREE VISTA FUND BALANCE	HOSPITALTY TAX FUND BALANCE	ARPA SLFRF	
ADA Bathroom Renovations City Hall	\$250,000				\$250,000
Rapid Shelter	\$800,000				\$800,000
Roads and Sidewalks	\$500,000				\$500,000
Road rebuilds & repairs	\$500,000				\$500,000
Municipal Court - Facility renovations	\$425,000				\$425,000
Public Safety and Training Complex	\$350,000				\$350,000
Burn Building renovation	\$1,000,000				\$1,000,000
Renovation work at city Fire Stations				\$500,000	\$500,000
Renovation work at Police Facilities				\$500,000	\$500,000
Gateway Signage	\$500,000				\$500,000
Finlay Park	\$2,000,000	\$3,000,000	\$3,500,000		\$8,500,000
Mays Parks	\$850,000				\$850,000
Security cameras at park facilities	\$200,000				\$200,000
Riverfront Park Band Stand		\$150,000			\$150,000
Riverfront Park Improvements		\$73,750			\$73,750
Riverfront Park North Entrance Improvement		\$450,000			\$450,000
Southeast Park Education Center			\$500,000		\$500,000
Katherine Bellfield Teaching Kitchen Grant Match	\$260,000				\$260,000
Saluda Greenway Bathrooms		\$200,000			\$200,000
Assembly Street Grade Separation	\$5,000,000				\$5,000,000
Quiet Zone (Zone 1a) Gadsden to Greene	\$400,000				\$400,000
Total Capital Projects	\$13,035,000	\$3,873,750	\$4,000,000	\$1,000,000	\$21,908,750

GENERAL FUND OPERATING BUDGETS	GENERAL FUND BALANCE	CONGAREE VISTA FUND BALANCE	HOSPITALTY TAX FUND BALANCE	ARPA SLFRF	TOTAL
HVAC City wide evaluation	\$150,000				\$150,000
Space utilization study - city facilities	\$100,000				\$100,000
Public works Animal Kennel facility improvements or leased space	\$500,000				\$500,000
Police West Region (Harbison Station Replacement or leased space)	\$350,000				\$350,000
Parks & Recreation - Parks Master Plan - staff update	\$100,000				\$100,000
Municipal Court - judicial restructure*	\$260,000				\$260,000
Beautification of rights of ways, medians, hospitality areas & main	\$500,000		\$300,000		\$800,000
Police Patrol Cars-one officer/one patrol car program	\$2,000,000				\$2,000,000
Grant Services Contract				\$500,000	\$500,000
Total Operating Budgets	\$3,960,000	\$0	\$300,000	\$500,000	\$4,760,000
AMERICAN RESCUE PLAN					
Homeless Services / Rapid Shelter operations				\$1,800,000	\$1,800,000

TOTAL CAPITAL PROJECTS AND OPERATING BUDGETS	\$16,995,000	\$3,873,750	\$4,300,000	\$3,300,000	\$28,468,750
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LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

803-794-9000 OR 803-794-9004

\$37998.00

2023 CHEVROLET TAHOE PPV PURSUIT 2WD

EXTERIOR COLORS-WHITE,BLACK,STERLING GRAY

INTERIOR-EBONY CLOTH/VINYL

PRICING WITH BID ASSISTANCE FROM GM

9C1 POLICE PURSUIT PACKAGE

HEAVY DUTY AIR FILTER

250 AMP HIGH OUTPUT ALTERNATOR

BATTERY 850 CCA

HEAVY DUTY COOLING SYSTEM

760 CCA BATTERY-AUXILLARY

Z56 HEAVY DUTY POLICE RATED SUSPENSION

FRONT SKID PLATES

GVWR 7400 LBS

NO LUGGAGE RACK

SURVEILLANCE MODE INTERIOR LIGHTING CALIBRATION

5.3L GAS V8 ENGINE ENGINE

10 SPEED AUTOMATIC TRANSMISSION

A/C-CLIMATE CONTROL

TILT WHEEL, TELESCOPIC WHEEL AND CRUISE CONTROL

POWER WINDOWS AND DOOR LOCKS

POWER HEATED EXTERIOR MIRRORS

KEYLESS REMOTES (6)

KEYLESS ENTRY

KEYLESS PUSH BUTTON START

REAR WINDOW DEFOGGER- ELECTRIC
CLOTH FRONT BENCH 40/20/40 SEATS
POWER DRIVERS SIDE
FRONTAL AIR BAGS
SIDE IMPACT AND ROOF RAIL AIR BAGS
VINYL FLOOR COVERING
SECOND ROW VINYL SPLIT BENCH SEAT
NO THIRD ROW SEATING
LOCKING DIFFERENTIAL
CALIBRATION FOR TAIL LAMP FLASHER
FLASHER SYSTEM FOR HEADLAMP AND TAIL LAMP
WIRING FOR GRILLE LAMPS AND SPEAKER
WIRING FOR HORN AND SIREN CIRCUIT
WIRING FOR AUXILLARY SPEAKER
ENGINE OIL COOLER
TRANSMISSION COOLING SYSTEM
3:23REAR AXLE
8" AM/FM STEREO RADIO TOUCHSCREEN
DRIVERS INFORMATION CENTER
BLUETOOTH CAPABLE

REAR VISION CAMERA

LEFT HAND SPOTLIGHT

20" PAINTED BLACK STEEL WHEELS

20" BW FIREHAWK PURSUIT RATED TIRES 275/55R20

FRONT FASCIA HIGH APPROACH ANGLE

TRAILER HITCH AND WIRING

BLACK ASSIST STEPS

MANUAL REAR LIFTGATE

PRICING INCLUDES SC IMF AND DMV TEMP TAGS

NO ADDITIONAL ORDERS AVAILABLE FOR 2023 MODEL

Proposal

**MOTOROLA**

TO: City of Columbia
Police Department

Motorola Solutions
Wayne Lynch
447 Wilson Hall Road
Sumter, South Carolina 29150
803-469-4506
803-469-9446 Fax

ATTN:

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
24	M25URS9PW1BN	APX6500-35 watts mobile incl:IV&D, GPS	\$2,342.16	\$56,211.84
24	Q806	Digital Operation	\$408.24	\$9,797.76
24	G51	Smartzone Operation	\$950.40	\$22,809.60
24	Q361	P25 Software	\$237.60	\$5,702.40
24	G72	APX O3 Control head	\$749.52	\$17,988.48
24	QA03399	Enhanced data	\$118.80	\$2,851.20
24	GA00580	TDMA capability	\$356.40	\$8,553.60
24	G444	Control Head software		
24	G67	Remote Mount	\$235.44	\$5,650.56
24	W484	3db gain low profile antenna	\$30.96	\$743.04
24	G90	No Microphone		
24	B18	add 7.5 watt auxillary speaker	\$47.52	\$1,140.48
24	QA01749	ASK software key		
24	G851	AES,DES,DES-XL,DES-OFB encryption	\$632.88	\$15,189.12
24	W969	Add Multi Key	\$261.36	\$6,272.64
24	G78	3 Year Essential service	\$176.00	\$4,224.00

Terms: net 30 days
Shipment FOB Origin
Delivery 10 weeks
Date 16-Dec-22
State Contract # 4400021163
B&Q # 19009

Equipment	\$157,134.72
Taxes @ 8%	\$12,570.78
Installation	
Other	
TOTAL	\$169,705.50

Quote Information
As of 12/21/22

Account	PO/Quote#	Pricing
638217	WQ123146156	Federal Govt SPA(FG)

Bill-to

CITY OF COLUMBIA
ACCOUNTING DIVISION PO BOX 147
COLUMBIA, SC 29217

Ship-to

City of Columbia
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Terms

GSA - .25% 15 NET 30(GSD2)

Quote Description

**GSA 47QTCA19D00MM, Exp 9/26/2024, DUNS
112375758, GSA@SYNNEX.com, 877-230-5680,
8:30am to 8:30pm EST**

EU name : City of Columbia

SKU TD SYNNEX P/N	Mfg. P/N	Vendor Name
6456401	VM4PMPJABDBA	GETAC
5094917	GDVNHL	GETAC
4067866	GAD4L1	GETAC
4166448	GE-SVTBNFX5Y	GETAC
	TAX	

Pricing Information

All prices are displayed in USD.

The above is not intended to be an offer, and the parties do not intend for the above terms to be a binding agreement. Product, available inventory, additional fees and pricing data are updated frequently and may change without notice. Pricing is not finalized until the date payment for the entire order amount has been received.

Legal Disclaimers

We are pleased to provide you with this quote, which is not an order or offer to sell. Until you issue a purchase order, all prices and descriptions are subject to change without notice.

Unless you have an existing agreement with TD SYNEX this quote is governed by the commercial terms of sale located at <https://www.synnecorp.com/terms/>

This summary section and all attachments are incorporated to form the entire quotation and supersede all prior communications. Certain TD SYNEX Vendors require TD SYNEX to pass-through terms for the Product to resellers and end users. For more information, please visit <https://www.synnecorp.com/vendor-pass-through-terms/>



Description	MSRP/List Price	Availability	GSA Price	Qty	Ext. Price
V110 G6 TAA17-105100, Hello Webcam, W 10 Pro x64 16GB RAM + TAA, 256GB PCIe SSD SR (HD LCD + Touchscreen stylus), US	\$4,105.00	Vendor Drop Ship	\$3,049.00	24	\$73,176.00
V110 Havis Vehicle Dock & Replication with screen stiffener (Black) (DC power adaptor sold separately)	\$959.32	Vendor Drop Ship	\$619.00	24	\$14,856.00
LIND 12-32V DC vehicle adapter/charger	\$154.95	Vendor Drop Ship	\$131.71	24	\$3,161.04
Bumper to Bumper + Extended Warranty- Tablet (Year 5) - Getac, Tablet (A, F & V Series), Bumper-to-Bumper+Extended Warranty, 5. Years	\$599.00	Vendor Drop Ship	\$539.00	24	\$12,936.00
			\$8,330.32		\$8,330.32

TOTAL: \$112,459.36

nt among the parties with respect to the subject matter hereof.

er and TD SYNEX Canada ULC ("TD SYNEX") accepts it, there is no contract for sale.

located at

communications between the parties, regardless of form. Further, TD SYNEX is not responsible for compliance with regulations, requirements. By purchasing the Product from TD SYNEX, Buyer agrees to these Vendor pass-through terms, which are located at

ents or obligations associated with any contract resulting from this quotation.



Sales Estimate

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Columbia SC Police
Date	12/21/2022
Sales Quote#	132659
Expires	1/31/2023
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

Columbia SC Police
AccountsPayable@columbiasc.gov
United States

Ship To

Fleet Services
Columbia SC Police
2910 Colonial Drive
Columbia SC 29203
United States

Item	Description	Quantity	Price Each	Amount
IOTCOM-S-4005	Polaris (formerly AvailWeb) SaaS for Rocket Communications - 5 Years	24	\$1,800.00	\$43,200.00
IOTCOM-H-4001-X5	Rocket IoT Communications Hardware Bundle -White Antenna	24	\$1,500.00	\$36,000.00
Description	SC State Contract Award 4400021612 – Utility Associates, State Vendor ID 7000238298			
Third Party / Customer Installation	Installation will be conducted via certified up-fitter / Customer at the Department's expense.			
Signature Line	Signature: _____			
	Name: _____			
	Date: _____			
	PO: _____			

Subtotal	\$79,200.00
Sales Tax (%)	\$7,128.00
Total	\$86,328.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.

Please forward all inquiries to insidesales@utility.com



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

3.f

Q-447518-44931.692GM

Issued: 01/05/2023

Quote Expiration: 02/28/2023

EST Contract Start Date: 10/01/2023

Account Number: 151032

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery-715 Bluff Rd 715 Bluff Rd Columbia, SC 29201-4707 USA	Columbia Police Department - SC 1 Justice Sq Columbia, SC 29201-3165 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Geoff Matthews Phone: +1 5132399452 Email: gmatthews@axon.com Fax:	Phone: Email: Fax:

Program Length	52 Months
TOTAL COST	\$148,056.96
ESTIMATED TOTAL W/ TAX	\$157,754.36

Bundle Savings	\$11,733.84
Additional Savings	\$28,804.08
TOTAL SAVINGS	\$40,537.92

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	Sep, 2023	\$1,939.48	\$31,550.88
Year 2	Sep, 2024	\$1,939.48	\$31,550.87
Year 3	Sep, 2025	\$1,939.48	\$31,550.87
Year 4	Sep, 2026	\$1,939.48	\$31,550.87
Year 5	Sep, 2027	\$1,939.48	\$31,550.87

Quote Details

Bundle Summary

Item	Description	QTY
Fleet3B	Fleet 3 Basic	24
DynamicBundle	Dynamic Bundle	1

Bundle: Fleet 3 Basic Quantity: 24 Start: 10/1/2023 End: 1/31/2028 Total: 132188.16 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Bundle Scaler	999999	BUNDLE SCALER	1	\$0.00	0.00%	\$0.00	\$0.00	(\$4.08)
Storage	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	\$17.00	74.67%	\$859.97	\$4.31	\$10,749.60
E.com License	80400	FLEET, VEHICLE LICENSE	24	\$20.00	6.79%	\$1,861.15	\$18.64	\$23,264.40
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	24	\$2,495.00	6.79%	\$4,464.96	\$2,325.50	\$55,812.00
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	24	\$1,200.00	6.79%	\$0.00	\$1,118.48	\$26,843.52
Axon Signal Unit	70112	AXON SIGNAL UNIT	24	\$279.00	6.79%	\$499.29	\$260.05	\$6,241.20
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	24	\$8.96	6.79%	\$657.41	\$8.35	\$8,217.60
Other	80379	EXT WARRANTY, AXON SIGNAL UNIT	24	\$1.16	6.79%	\$85.11	\$1.08	\$1,063.92

Bundle: Dynamic Bundle Quantity: 1 Start: 10/1/2023 End: 1/31/2028 Total: 15868.8 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	71210	FLEET DOOR TRIGGER HARDWARE, US	48	\$18.60	0.00%	\$71.43	\$18.60	\$892.80
Other	80460	FLEET 3 BUNDLE TRUE UP	24	\$78.00	0.00%	\$1,198.08	\$78.00	\$14,976.00

INDIVIDUAL ITEMS

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Total:								0

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

City Sourcewell Member #66248

Fleet 3 estimated delivery of September 2023.

Total Savings (Bundled and Additional) are reflected in the Total Cost row of this quote.

Signature

Date Signed

1/5/2023

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Columbia Police Department - SC the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a new Contract for the Demolition of Non-Asbestos Properties, as requested by the Columbia Police Department, Code Enforcement Division on October 11, 2022. Award to Corley Construction Company, LLC, A Minority Business Enterprise, in an amount not to exceed \$60,734.65, which includes contingency. This contractor is located in Columbia, SC.

REQUISITION NO.: R219223

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: This project is funded by the American Rescue Plan Act. ARPA Funds - Special Contracts Demolition (2619999-ARPA202203-638301). The original budget amount is \$70,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There were twelve (12) responsive and responsible bids received for this project under BID013-22-23-LB.

The construction time allocated for this project is sixty (60) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$55,213.32
Contingency (10%)	\$ 5,521.33
Total	\$60,734.65

ATTACHMENTS:

- **#a:** Memo_Demolition_ARPA_Round_1_Rev (PDF)
- **#b:** Contract approved by legal (PDF)
- **#d:** Bid Tabulation (PDF)
- **#e:** BIR Form (PDF)

MEMORANDUM



To: Chief Holbrook
From: David Hatcher – Housing Official
CC: Major Roberts
Date: January 11, 2023
Re: ARPA Demolitions Update

Chief,

There are two demolition contracts going to City Council this month for approval for round 1 of the ARPA demolition project. The first contract is for the 23 properties that we have confirmed as containing asbestos in the buildings in the amount of \$293,788.36. This contract includes the cost for removing the asbestos and the demolition and removal of each structure. The second contract is for 10 demolitions that are confirmed to not have asbestos in the amount of \$60,734.65. This contract is for the demolition and removal of each of those structures.

This first round of ARPA Demolitions going to Council in January consists of 33 demolitions in total. Once approved by Council, the contractors are bound by contract to complete the work within 90 days. I anticipate completion of this round in April 2023 with demolition activity beginning by the end of January 2023. I have already begun working on round 2 which currently consists of about 17 properties. The asbestos surveys are currently being conducted on those.

In March 2022, I identified 73 total properties that were targeted for demolition using the ARPA funds. In April 2022 that list was narrowed down to the 52 properties that we would most likely proceed with in the first round of demolitions. Of those 52 properties, 2 have been demolished by the City using the general funds, 5 have been rehabbed, 1 has been demolished by the owner and 10 are on hold as we continue to work with the owners on a resolution and may still be considered for future rounds of demolition. We have also added several additional properties since April 2022, 3 of which are now ready for demolition and included in this first round.

Contract

City of Columbia, South Carolina

Demolition of Non-Asbestos Properties

BID013-22-23-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Corley Construction Company, LLC** with legal address and principal place of business at **7462 Fairfield Road, Columbia, SC 29203**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **the City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Fifty-Five Thousand Two Hundred Thirteen Dollars and Thirty-Two Cents (\$55,213.32)**. This Contract also provides for an additional contingency in the amount of **Five Thousand Five Hundred Twenty-One Dollars and Thirty-Three Cents (\$5,521.33)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE.

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications" of the City of Columbia's Engineering Regulations.

9.2.7 Conditions of Federal Funding and Federal Labor Standards Provisions for Contractors.

9.2.8 SCDHEC Renovation and Demolition Guidelines.

9.2.9 Addenda numbers 1 to 4, inclusive.

9.2.10 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Event Number	Bid013-22-23-LB Addendum 4	Organization	City of Columbia, SC
Event Title	Demolition of Non-Asbestos Properties	Workgroup	Purchasing
Event Description	Pre-bid meeting is non-mandatory but high	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	11/18/2022 12:00:01 PM (ET)	Phone	
Close Date	12/20/2022 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Corley Construction, LLC	Columbia	SC	12/19/2022 12:34:04 PM (ET)	1	\$55,213.32
Carolina Trucking & Demolition	Columbia	SC	12/19/2022 05:45:31 PM (ET)	1	\$59,282.76
HAN Construction & Mgmt, LLC	Columbia	SC	12/20/2022 09:15:55 AM (ET)	1	\$63,000.00
Housley Demolition Co., Inc.	Elgin	SC	12/20/2022 09:23:58 AM (ET)	1	\$70,618.02
Farmer National, LLC	Blythewood	SC	12/20/2022 09:24:02 AM (ET)	1	\$75,053.24
Lindler's Construction of SC LLC	Newberry	SC	12/19/2022 11:52:44 AM (ET)	1	\$76,509.00
The Corbett Group LLC (Corbett Goldsboro		NC	12/19/2022 04:42:48 PM (ET)	1	\$78,408.80
Anderson Hauling & Land Clearing Winnsboro		SC	12/20/2022 09:03:24 AM (ET)	0	\$106,000.00
G & P Construction, Hauling and North Augusta		SC	12/14/2022 02:17:47 PM (ET)	1	\$110,838.00
Servpro of Richland County (Cap Columbia		SC	12/20/2022 09:16:46 AM (ET)	1	\$132,041.83
Southeast Design Group LLC	West Columbia	SC	12/18/2022 03:56:31 PM (ET)	1	\$155,701.00
Mitch Hook Inc.	WEST COLUMBIA	SC	12/20/2022 02:35:11 AM (ET)	0	\$178,310.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

REVISED BID FORM #3**BID013-22-23-LB
Demolition of Non-Asbestos Properties**

***TO PERFORM ALL RESIDENTIAL DEMOLITION PER THE SCOPE OF WORK TO THE INDICATED PROPERTIES BELOW ***

Item	Description	Qty.	Unit	Unit Price	Amount
1	3416 Carver Street	962	SF	\$ 5.82	\$ 5598.84
2	3504 Carver Street	940	SF	\$ 5.58	\$ 5245.20
3	2428 Greene Street	932	SF	\$ 5.10	\$ 4753.20
4	3702 High Circle	700	SF	\$ 4.93	\$ 3451.00
5	907 Meadow Street	1,130	SF	\$ 5.78	\$ 6531.40
6	2329 Santee Avenue	1,164	SF	\$ 4.60	\$ 5354.40
7	1008 Short Street	1,684	SF	\$ 5.18	\$ 8723.12
8	2408 Stark Street	1,200	SF	\$ 3.89	\$ 4668.00
9	2221 Dart Street	1,344	SF	\$ 6.39	\$ 8588.16
10	3528 White Street	500	SF	\$ 4.60	\$ 2300.00
*Total -This total must be submitted to https://columbiasc.ionwave.net and on Page 5 of this document.					\$ 55213.32

UNIT KEY

SF = Square Foot



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a new Contract for Asbestos Abatement, Demolition and Air Monitoring Services, as requested by the Columbia Police Department, Code Enforcement Division on October 11, 2022. Award to HAN Construction & Management, LLC in an amount not to exceed \$293,788.66, which includes contingency. This contractor is located in Columbia, SC.

REQUISITION NO.: R219224

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: This project is funded by American Rescue Plan Act. ARPA Funds - Special Contracts Demolition (2619999-ARPA202203-638301). The original budget amount is \$293,788.66.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There were eight (8) responsive and responsible bids received for this project under BID012-22-23-LB.

The construction time allocated for this project is ninety (90) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$267,080.33
Contingency (10%)	\$ 26,708.33
Total	\$293,788.66

ATTACHMENTS:

- **#a:** Memo_Demolition_ARPA_Round_1_Rev (PDF)
- **#b:** Contract approved by Legal Bid012-22-23-LB (PDF)
- **#d:** Bid Tabulation (PDF)
- **#e:** BIR Form (PDF)

MEMORANDUM



To: Chief Holbrook
From: David Hatcher – Housing Official
CC: Major Roberts
Date: January 11, 2023
Re: ARPA Demolitions Update

Chief,

There are two demolition contracts going to City Council this month for approval for round 1 of the ARPA demolition project. The first contract is for the 23 properties that we have confirmed as containing asbestos in the buildings in the amount of \$293,788.36. This contract includes the cost for removing the asbestos and the demolition and removal of each structure. The second contract is for 10 demolitions that are confirmed to not have asbestos in the amount of \$60,734.65. This contract is for the demolition and removal of each of those structures.

This first round of ARPA Demolitions going to Council in January consists of 33 demolitions in total. Once approved by Council, the contractors are bound by contract to complete the work within 90 days. I anticipate completion of this round in April 2023 with demolition activity beginning by the end of January 2023. I have already begun working on round 2 which currently consists of about 17 properties. The asbestos surveys are currently being conducted on those.

In March 2022, I identified 73 total properties that were targeted for demolition using the ARPA funds. In April 2022 that list was narrowed down to the 52 properties that we would most likely proceed with in the first round of demolitions. Of those 52 properties, 2 have been demolished by the City using the general funds, 5 have been rehabbed, 1 has been demolished by the owner and 10 are on hold as we continue to work with the owners on a resolution and may still be considered for future rounds of demolition. We have also added several additional properties since April 2022, 3 of which are now ready for demolition and included in this first round.

Contract

City of Columbia, South Carolina

Asbestos Abatement, Demolition and Air Monitoring Services

BID012-22-23-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **HAN Construction & Management, LLC** with legal address and principal place of business at **P.O. Box 290774, Columbia, SC 29229**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **the City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **ninety (90)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Two Hundred Sixty-Seven Thousand Eighty Dollars and Thirty-Three Cents (\$267,080.33) plus Three Hundred Dollars and Zero Cents (\$300.00) per day for air monitoring services for each of the properties to be demolished.** This Contract also provides for an additional contingency in the amount of **Twenty-Six Thousand Seven Hundred Eight Dollars and Thirty-Three Cents (\$26,708.33)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE.

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications" of the City of Columbia's Engineering Regulations.

9.2.7 Conditions of Federal Funding and Federal Labor Standards Provisions for Contractors.

9.2.8 DHEC Standards of Performance for Asbestos Projects Regulation 61 - 86.1.

9.2.9 SCDHEC Renovation and Demolition Guidelines.

9.2.10 Addenda numbers 1 to 5, inclusive.

9.2.11 Asbestos Reports for 1010 Heidt Street, 3612 High Circle, 2617 High Circle, 3412 Beaumont Avenue, 3517 Beaumont Avenue, 3417 Carver Street, 3423.5 Carver Street, 3423 Carver Street, 3111 Farrow Road, 3005 Hammond Avenue, 2418 McKinley Street, 1306 McDuffie Avenue, 916 Walnut Street, 5529 N. Main Street, 1724 Columbia College Drive, 3857 Shaw Street, 1720 Pulaski Street, 1507 Huger Street, 2152 Barhamville Road, 2145.5 Waverly Street, 2006 Willis Street, 98 Huger Street, 1501 Melinda Road and 44 Kingsgate Street all in Columbia, SC.

9.2.12 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total

contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

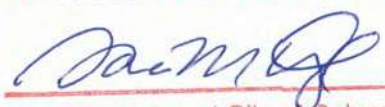
Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	Bid012-22-23-LB Addendum 5	Organization	City of Columbia, SC
Event Title	Asbestos Abatement, Demolition and Air M	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	11/17/2022 01:15:01 PM (ET)	Phone	
Close Date	12/20/2022 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
HAN Construction & Mgmt, LLC	Columbia	SC	12/20/2022 09:58:53 AM (ET)	1	\$267,080.33
Environmental Holdings Group, LLC	Spartanburg	SC	12/20/2022 09:37:56 AM (ET)	1	\$421,207.02
Corley Construction, LLC	Columbia	SC	12/20/2022 09:54:51 AM (ET)	1	\$423,151.77
COMPLETE DEMOLITION SERVICES, LLC	Carrollton	GA	12/20/2022 09:02:17 AM (ET)	1	\$456,000.00
The Corbett Group LLC (Corbett Clearin	Goldsboro	NC	12/20/2022 09:55:33 AM (ET)	1	\$508,806.20
G & P Construction, Hauling and Envir	North Augusta	SC	12/14/2022 04:38:22 PM (ET)	1	\$519,889.00
Mitch Hook Inc.	WEST COLUMBIA	SC	12/20/2022 02:07:38 AM (ET)	0	\$725,264.00
Servpro of Richland County (Capital Cit	Columbia	SC	12/20/2022 09:27:26 AM (ET)	1	\$787,914.15
Crossroads Environmental, LLC	Spartanburg	SC	12/1/2022 09:32:09 AM (ET)	0	\$0.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Bid No.: 012-22-23-LB Asbestos Abatement, Demolition & Air Monitoring Services

Page 37 of 63

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
No subcontractors self-performing				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

BM – African American Male

HM – Hispanic American Male

AM – Asian American Male

FB – Non-Minority Female Owned

NF – Native American Female

BF – African American Female

HF – Hispanic American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 0

TOTAL CONTRACT AMOUNT: \$ 267,080.33

I certify this information is true, correct, complete and active.

Business Name: Han Construction & Management LLC

Representative Name/Title: Troy Green/Project Manager

Date: 12/20/2022



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a new Contract for Projects WM436001 & WM436002; Water Main Upgrades for Riverview Terrace Subdivision Phase 1 & Phase 2, as requested by Columbia Water on December 8, 2022. Award to Lake Murray Utility Company, Inc. in an amount not to exceed \$969,532.20, which includes contingency. This contractor is located in Chapin, SC.

REQUISITION NO.: R220098

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water and Sewer Improvements (5529999-WM436001-658650). The original budget amount is \$969,532.20.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:
This is a Mentor Protégé Program project. Lake Murray Utility Company, Inc. is the mentor and will provide water main upgrades at 36.68% (\$296,354.80) of the total contract amount. J.W. Brown Construction, LLC of Lexington, SC is the protégé and will provide water main upgrades at 20.00% (\$161,588.70) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

Fortiline, Inc., located in Lexington, SC, will provide material and pipe at 32.18% (\$260,000.00) of the total contract amount.

Capital Concrete, located in Lexington, SC, will provide concrete and flowable fill at 9.28% (\$75,000.00) of the total contract amount.

Sloan Construction, located in Duncan, SC, will provide asphalt at 1.86% (\$15,000.00) of the total contract amount.

There were five (5) responsive and responsible bids received for this project under BID017-22-23-LB.

The construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$807,943.50
Contingency (20%)	\$161,588.70
Total	\$969,532.20

ATTACHMENTS:

- **#a:** Contract approved by legal (PDF)
- **#c:** Bid Tabulation (PDF)
- **#d:** Compliance Memo (PDF)
- **#e:** BIR Form (PDF)
- **#f:** MPP Implementation Plan (PDF)
- **#g:** Projects_WM436001_&_WM436002_Tear_Sheet (PDF)

Contract

City of Columbia, South Carolina

WM436001 and WM436002

Water Main Upgrades for Riverview Terrace Subdivision Phase 1 & Phase 2 MPP

BID017-22-23-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Lake Murray Utility Company, Inc., with legal address and principal place of business at P.O. Box 1089, Chapin, SC 29036, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be one hundred eighty (180) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There shall be an additional one hundred eighty (180) consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as Eight Hundred Seven Thousand Nine Hundred Forty-Three Dollars and Fifty Cents (\$807,943.50). This Contract also provides for an additional contingency in the amount of One Hundred Sixty-One Thousand Five Hundred Eighty-Eight Dollars and Seventy Cents (\$161,588.70) to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay until the Work is complete.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE.

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" of the City of Columbia's Engineering Regulations.

9.2.8 Special Provisions.

9.2.9 Permits.

9.2.10 The Mentor Protégé Program (MPP) Guidelines.

9.2.11 The MPP Implementation Plan.

9.2.12 **Drawings-Phase 1**, numbered **1** through **8**, inclusive and dated **November 30, 2022**. **Drawings-Phase 2**, numbered **1** through **7**, inclusive and dated **November 30, 2022**.

9.2.13 Addenda numbers **1** through **5**, inclusive.

9.2.14 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

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Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

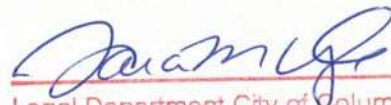
Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	Bid017-22-23-LB Addendum 5	Organization	City of Columbia, SC
Event Title	Water Main Upgrades for Riverview Terrace	Workgroup	Purchasing
Event Description	Pre-Bid Meeting (non-mandatory but highly recommended)	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	12/8/2022 03:45:01 PM (ET)	Phone	
Close Date	12/20/2022 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Lake Murray Utility Company, Inc	Chapin	SC	12/20/2022 10:15:36 AM (ET)	1	\$807,943.50
Stutts & Williams, LLC	Lexington	SC	12/20/2022 09:57:22 AM (ET)	1	\$995,042.60 *
LAD Construction, LLC	Swansea	SC	12/20/2022 10:12:16 AM (ET)	1	\$1,101,355.00
G H Smith Construction, Inc	Columbia	SC	12/20/2022 09:00:55 AM (ET)	1	\$1,186,705.00
Carolina Tap & Bore, Inc.	West Columbia	SC	12/20/2022 10:58:34 AM (ET)	1	\$1,194,150.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Latonya Germany, Compliance Specialist

FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts

DATE: December 22, 2022

SUBJECT: PROJECT: BID#017-22-23-LB Water Main Upgrades for Riverview Terrace Subdivision Phase 1 & Phase 2 (WM436001 & WM436002) MPP

Bids for this project were opened publicly at 11:00 A.M., December 20, 2022

Bids submitted for the referenced project were in participation with the **Mentor Protégé Program**. The apparent *responsive* low bidder is Lake Murray Utility Company of Chapin, S.C. at \$807,943.50.

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: *LaTonya B Germany*
Latonya Germany, Compliance Specialist

DATE: 12.30.2022

BID017-22-23-LB Water Main Upgrades for Riverview Terrace Subdivision Phase 1 & Phase 2
(WM436001 & WM436002) MPP

Page 35 of 62

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Fortikine, Inc. 221 Laurel St. Lexington, SC 29073		material pipe	\$260,000. ⁰⁰	32.18 %		
Capital Concrete PO Box 2494 Lexington, SC 29071		Concrete flowable fill	\$75,000. ⁰⁰	9.28 %		
Sloan Construction Duncan, SC 29334		Asphalt	\$15,000. ⁰⁰	1.86 %		
J.W. Brown Const. 207 Garden Gate Way Lexington, SC 29172		Sub- Contractor	\$161,588. ⁷⁰	20 %		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
 BM – African American Male
 HM – Hispanic American Male

AM – Asian American Male
 FB – Non-Minority Female Owned
 NF – Native American Female

BF – African American Female
 HF – Hispanic American Female
 NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 511,588.70

TOTAL CONTRACT AMOUNT: \$ 807,943.50

I certify this information is true, correct, complete and active.

Business Name: Lake Murray Utility Company, Inc.

Representative Name/Title: Cheryl Gootee / office manager

Date: 12-20-2022

5/3/22 City of Columbia Form 0710 V.2



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 12-20-2022 Mentor Amount: \$ 646,354.80
Project Name: Water main upgrade for Riverview Terrace Mentor % of Total Contract: 80%
Project #: WM436001/WM436002 ^{Subdivision} Protégé Amount: \$ 161,588.70
Mentor: Lake Murray Utility Co., Inc. Protégé % of Total Contract: 20%
Protégé: J.W. Brown Construction, LLC Duration of the Project: 180 days
Total Project Contract Amount: \$ 807,943.50

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. The information recorded in the BIR must be consistent with the Implementation Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

We will subcontract a minimum of 20% to our protégé giving them specific sections for them to complete working along side of the mentor.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

Jennings and John will coordinate day to day work, ordering materials, clean up & safety control.



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3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators in which the team's success is being achieved.

We will meet with the Protege Weekly to discuss project goals and maintaining scheduling + safety issues. We want them to increase revenue.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.

Mentor: We will handle to bonding for this project. We will use our crew + equipment.

Protégé: John Brown is the owner + supervisor. They will use their own equipment and ours when needed.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?

Special Arrangements: We will have one supervisor on site, James Wingard - who can oversee if Jennings is not there.



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5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project: Project management, insurance, billing, calling in locates, water line installation, ordering materials, addressing any safety issues, cleanup & traffic control.

b. Description of Protégé responsibilities on project: Completing their assigned sections of the project while maintaining safety goals including not hitting lines, proper cleanup, traffic control. Reporting any problems to the mentor.

c. Description of responsibilities that will be completed as a team:

Daily work site safety, keeping up with weekly completion goals, clean up & meeting with city inspector concerning quantities & communicating any issues or problems to Jennings.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

180 days -> We will work together from start to finish unless we have to pull off on another job.

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Jennings & John routinely talk on a daily basis. They will discuss any problems & meeting weekly completion goals.

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

We do billing at the end of each month after meeting with the city inspector & any outside engineer. When we are paid we will write the protégé a check the next day for the work they completed.



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Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Lake Murray Utility, Inc. (Mentor Firm) this 20th day of December 2022.
Corporate SEAL

By: R. Jennings Parker
Title: President
Firm Name: Lake Murray Utility Company, Inc.

ATTEST:
By: Cheryl K. Gooatee
Title: office manager

EXECUTED by J.W. Brown Construction, LLC (Protégé Firm) this 20th day of December 2022.
Corporate SEAL

By: John W. Brown
Title: President
Firm Name: J.W. Brown Construction, LLC

ATTEST: Cheryl K. Gooatee
By: Cheryl K. Gooatee
Title: office manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 30th day of December 2022.

By: LaTonya B Germany

Title: Program Compliance Specialist

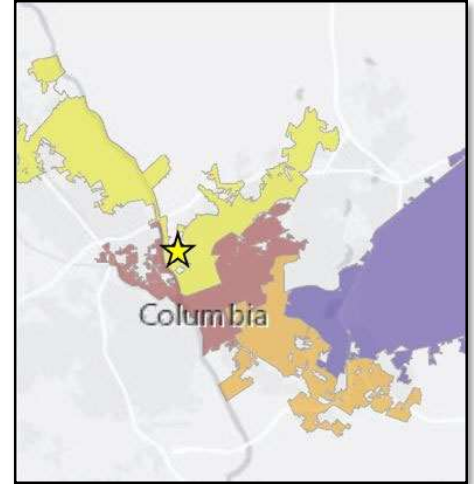
WM4360 – BID017-22-23 – Water Main Upgrades for Riverview Terrace Subdivision Phase 1 & 2

Project Description: This combined project includes the replacement of 4700 ft of water main, service renewals, and fire protection renewal within Riverview Terrace Subdivision.

Objectives: This project aims to replace the existing water system due to water quality issues and frequent water line breaks. Fire protection will also be replaced to maintain compliance with City standards.

Phases 1 and 2 are combined into one project in order to install as much water main as possible ahead of SCDOT's planned re-pavement of these roads. Not finishing this project within this timeframe will require the City to resurface recently paved roadways.

The construction contract for this project will be under OBO's Mentor Protégé Program.



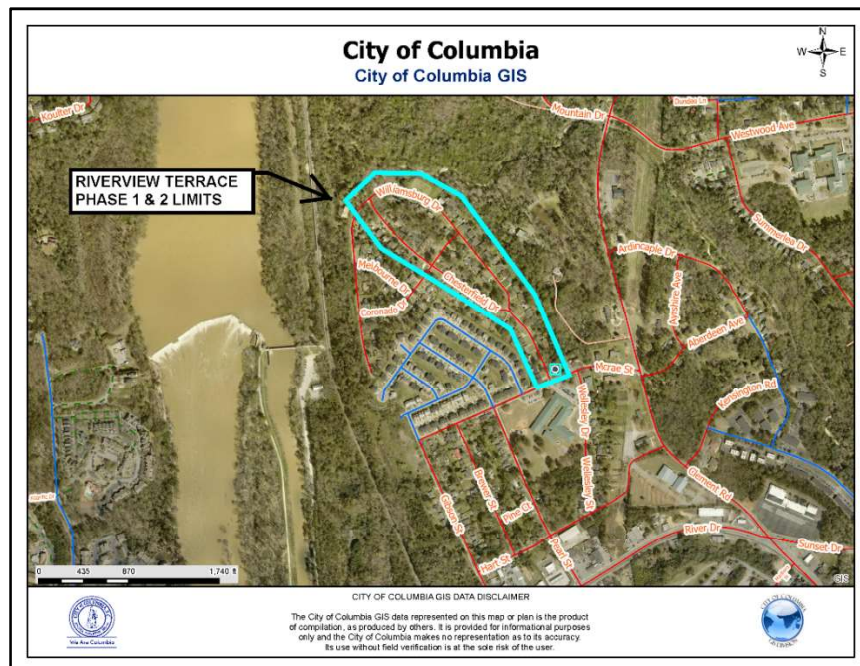
Project Type: Water Quality

Council District: Outside City Limits

Project Funding: This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$969,532.20.

Current Project Status: This project is currently in construction procurement. Council is asked to approve a contract with Lake Murray Utility, Inc. for construction at its February 2023 meeting. Construction is expected to begin in March/April 2023.

Project Contact: Erica Hardy
Civil Engineer Specialist – Design
803.545.3288 erica.hardy@columbiasc.gov





We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a new Contract for Project WM4683; Water Main Replacement and Water Service Renewals for Willow Run Apartments, as requested by Columbia Water on September 27, 2022. Award to Stutts & Williams, LLC in an amount not to exceed \$1,040,438.40, which includes contingency. This contractor is located in Lexington, SC.

REQUISITION NO.: R219015

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water & Sewer Improvements (5529999-WM468301-658650). The original budget amount is \$1,040,438.40.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:
This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 30% CDBE goal. The CDBE goal was exceeded at 37.01%. Stutts & Williams, LLC is the prime contractor and will provide waterline installation services at 62.41% (\$541,032.00) of the total contract amount.

The following subcontractors will provide additional supplies/services:

Wallace Mechanical Supply, Inc., a Disadvantaged Business Enterprise located in Cheraw, SC, will provide waterline materials at 30.56% (\$265,000.00) of the total contract amount.

Ferguson Waterworks located in Elgin, SC, will provide waterline materials at 0.58% (\$5,000.00) of the total contract amount.

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide hauling services at 0.92% (\$8,000.00) of the total contract amount.

AOS Specialty Contractors Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide concrete services at 0.92% (\$8,000.00) of the total contract amount.

RCG Construction, LLC, a Minority Business Enterprise (W) and CDBE located in Irmo, SC, will provide flowable fill and waterline installation services at 4.61% (\$40,000.00) of the total contract amount.

There were three (3) responsive and responsible bids received for this project under BID008-22-23-LAG.

The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$ 867,032.00
Contingency (20%)	\$ 173,406.40
Total	\$ 1,040,438.40

ATTACHMENTS:

- **#a:** Contract Approved by Legal (PDF)
- **#b:** WM4683 Willow Run Tear Sheet (PDF)
- **#c:** Compliance Approval Memo (PDF)
- **#d:** 122022WM4683 Willow Run Apartments (PDF)
- **#f:** Stutts & Williams, LLC BIR Form (PDF)
- **#g:** CSP Letter of Commitment w/GFE Stutts & Williams, LLC (PDF)
- **#h:** Bid Tabulation (PDF)

HISTORY:

12/20/22

Columbia City Council

DEFER CONSIDERATION

CONTRACT

City of Columbia, South Carolina

WM4683 (CDBE)

Water Main & Service Renewals for Willow Run Apartments

BID008-22-23-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Stutts & Williams, LLC**, with legal address and principal place of business at **P.O. Box 2046 Lexington, SC 29071**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the **City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred eighty (180)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP). There shall be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Eight Hundred Sixty-Seven Thousand Thirty-Two Dollars and Zero Cents (\$867,032.00)**. This contract also provides for an additional contingency in the amount of **One Hundred Seventy-Three Thousand Four Hundred Six Dollars and Forty Cents (\$173,406.40)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

City of Columbia, SC
8/06/2020

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete as determined for both periods of substantial completion and final completion.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

ARTICLE 8. ASSURANCE

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution Systems, Materials and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction" and Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.8 Easements.

9.2.9 Special Provisions.

9.2.10 Drawings, numbered 1, through 12, inclusive and dated September 15, 2022.

9.2.11 Addenda numbers 1 to 1, inclusive.

9.2.12 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

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Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

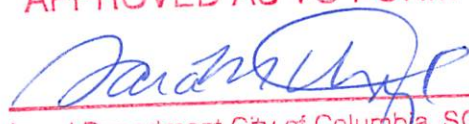
Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM



Legal Department City of Columbia, SC



Water Project

WM4683 – BID008-22-23 – Water Main & Service Renewals for Willow Run Apartments

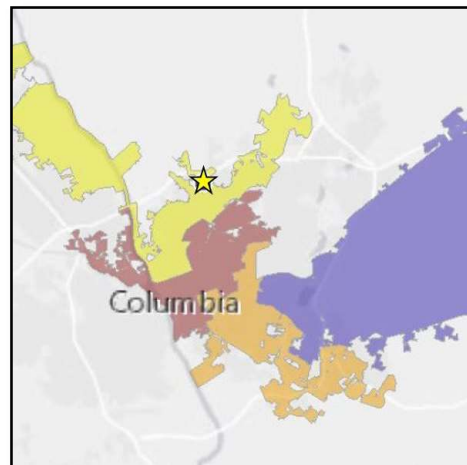
Project Description:

This project includes the replacement of 4300 ft of water main and the renewal of 50 water services within Willow Run Apartments. Fire protection will also be added in areas without access, and existing fire hydrants will be replaced.

Objectives:

This project aims to provide reliable water service and fire protection to the residents of Willow Run Apartments. The current infrastructure is failing due to old age. This has lead to repeated service line repairs and many customer complaints.

Stutts & Williams will supervise the CDBE subcontractor, RCG, to allow the CDBE to gain necessary experience to become an approved contractor for water main taps.



Project Type:

Water Quality

Council District:

1

Project Funding:

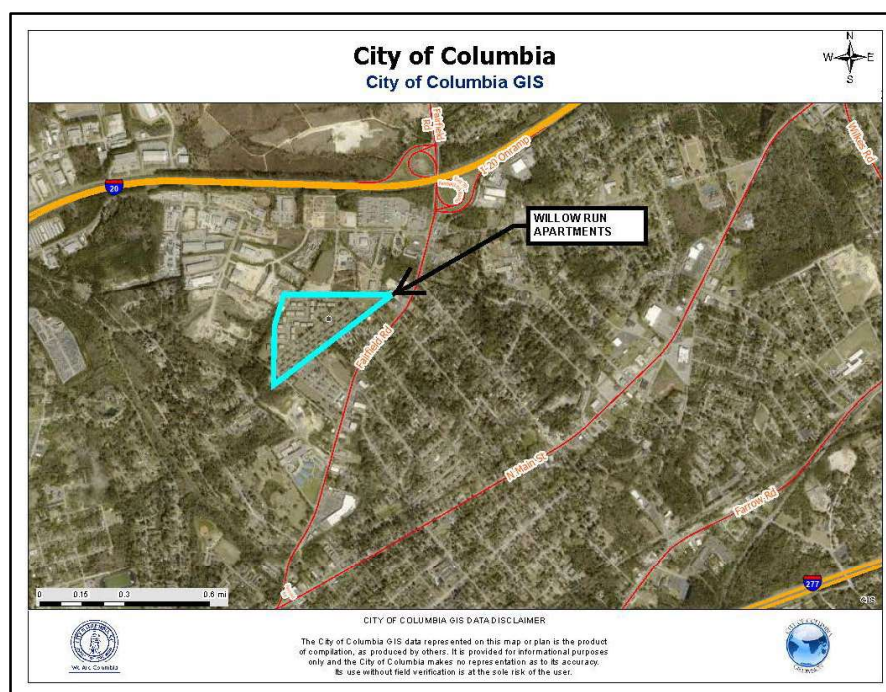
This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$1,040,438.40.

Current Project Status:

Council is asked to approve a contract for construction. Construction is expected to begin in early 2023.

Project Contact:

Erica Hardy
Civil Engineer Specialist – Design
803.545.3288 erica.hardy@columbiasc.gov





CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: LaTonya Germany, Compliance Specialist

FROM: Latisha A. Grice, Bid Coordinator
Department of Procurement and Contracts

DATE: November 15, 2022

PROJECT: BID008-22-23-LAG – Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE

Bids for this project were opened publicly at 10:00 a.m. on November 15, 2022 by TeleCom Services.

Bids submitted for the referenced project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The apparent responsive low bidder is Stutts & Williams LLC. of Lexington, SC at \$867,032.00.

Please review for Columbia Disadvantaged Business Enterprise Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: *Latonya B Germany*
LaTonya Germany, Compliance Specialist

Date: November 15, 2022



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: December 13, 2022

Subject: Recommendation for Approval
Contract Award – Stutts & Williams, LLC
WM4683; Water Main and Service Renewals for Willow Run Apartments

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of a new Contract for Project WM4683; Water Main and Service Renewals for Willow Run Apartments as requested by Columbia Water on September 27, 2022. Award to Stutts & Williams, LLC in an amount not to exceed \$1,040,438.40, which includes contingency. This contractor is located in Lexington, SC.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with an enhanced CDBE goal of 30%. As the City has confirmed more CDBE's are interested in obtaining the skill set required to work on the City's water system, the City is working to increase the amount of work allocated to CDBE contractors. Stutts & Williams is the prime contractor and on the City's approved contractor list and has indicated they will continue to pursue ways to increase CDBE participation on this project. Stutts & Williams will supervise the CDBE subcontractor, RCG, to allow the CDBE to gain necessary experience working on the City's water system to become an approved contractor for water main taps.

Stutts & Williams, LLC is the prime contractor and will provide water main construction services. RCG Construction, LLC, a Minority Business Enterprise (W) and CDBE located in Irmo, SC, will provide flowable fill and waterline installation services. Ferguson Waterworks located in Elgin, SC, will provide waterline materials. L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide hauling services. AOS Specialty Contractors Inc., a Minority Business Enterprise (W) and CDBE located in Lexington, SC, will provide concrete services.

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (Indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Wallace Mechanical Supply		Water line material	\$265,000-	30.56%	MBE DBE	BM
Ferguson Waterworks		misc. material	\$5000-	0.58%		
LA Barrera	V000047	hauling	\$8000 -	.92%	CDBE WBE	FB
ADS		concrete work	\$8000 -	.92%	CDBE WBE	FB
REG Construction	V016755	Water line installation flexible full placement	\$40,000 -	4.61%	CDBE WBE	FB
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 326,000.00

TOTAL CONTRACT AMOUNT: \$ 867,032.00

I certify this information is true, correct, complete and active.

Business Name: Shatts & Williams, LLC

Representative Name/Title: Joseph E. Williams, Owner

Date: 11/14/2022

CSP/LETTER OF CDBE COMMITMENTCompany Email Address: joey@stuttswilliams.comCompany Phone Number: 803-814-3753State of South CarolinaCounty of LexingtonI, Joseph E. Williams being first duly sworn, deposes and says on this
24th day of October 2022 that:

(1) The offeror Joseph E. Williams of Stutts & Williams LLC
(Name of Offeror) (Name of Company)
located at 416 Cedarcrest Drive, Lexington SC 29073 agrees to all information below:
Address City, State & Zip

- a) ☐ The offeror agrees to meet or exceed the ___% CDBE goal placed on this solicitation. The CDBE goal that the offeror agrees to meet is ___%. If selected, offeror agrees to maintain or increase their CDBE goal percentage throughout the duration of the project.
- b) ☒ The offeror agrees to meet at least 50% or more of the 30% CDBE goal placed on this solicitation. The CDBE percentage that the offeror agrees to meet is 15%. If selected, offeror agrees to work towards increasing their CDBE goal percentage throughout the duration of the project.
- c) ☐ The offeror states that they have not met or exceeded the goal and have secured less than 50% of the ___% CDBE goal placed on this solicitation. The CDBE percentage that the offeror agrees to meet is ___%. In accordance with the CDBE guidelines, offeror agrees to submit their *Good Faith Efforts (GFE) required documentation* with this letter during the Compliance Submittal Period (CSP). If selected, offeror agrees to work towards increasing their CDBE goal percentage throughout the duration of the project.

(2) Only answer this question if "c" was checked above: The offeror agrees by checking the appropriate boxes below, that they have exhausted all efforts to find CDBEs/DBEs by utilizing the tiered approach. Offeror also agrees that they have documented each tiered approach in their good faith efforts. A completed CDBE/DBE participation log is included in their GFE documentation submitted during CSP.

Tiered Approach (Check all that applies):

- ☐ Tier One - Utilization of CDBEs (Eight County CSA)
- ☐ Tier Two - Utilization of Certified DBEs within the Eight County CSA
- ☐ Tier Three - Utilization of Certified DBEs within the State of South Carolina

(3) The offeror agrees by checking the box below, that the CDBEs/DBEs included in bid will self-perform a minimum of 50% of their portion of the project.

- ☒ Offeror agrees to ensure that the CDBE/DBE subcontractors are self-performing a minimum of 50% of their portion of the project. By checking this box, any offeror acknowledges that if the CDBE/DBE subcontractors fail to self-perform a minimum of 50% of their portion of the project, the offeror is in material breach of its agreement and can be barred from participation in the project

[Signature]
(Signed)

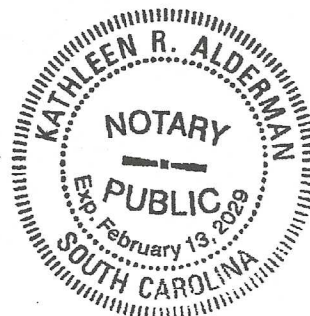
Owner
(Title)

10/24/2022
(Date)

Subscribed and sworn to before me

this 24th day of October 2022

Kathleen Alderman
(Notary Public)

My commission expires 02/13/2029

Good Faith Efforts Checklist Coversheet

[\(Click here for link to fillable form\)](#)

Offeror Name: Stutts & Williams LLC

Date: 10/24/2022

Please use the GFE requirement as outline in the CDBE guidelines for detailed information on each item below:

ITEM #	Good Faith Efforts	Offeror to Provide:	Yes	No	NA
1	<u>Attendance at Pre-bid/Pre-solicitation and/or Outreach Event:</u>	a. Signed attendance or virtual roster sheet for pre-bid/pre-solicitation included; Stephen Cline & Kathy Alderman were in attendance b. Copy of letter attached requesting waiver prior to pre-bid meeting; or c. If applicable, signed attendance or virtual roster sheet included of outreach event.	☐ ☐ ☐	☒ ☐ ☐	
2	<u>Broad-based Advertisement:</u>	Advertisement Contains: a. Name of offeror; b. City of Columbia's project name and publication dates; c. Proof of advertisements published on three (3) separate days in a newspaper of general circulation; d. Areas listed of work available for subcontracting; e. Offeror's contact person's name, phone number, and email address listed; f. Information on availability of City plans and specifications included; g. Offeror's policy concerning assistance to subcontractors in obtaining bonds and credit lines and/or insurance included; h. Offeror's statement seeking Minority and Women Business Enterprises; i. Offeror's statement that selected CDBE/DBE subcontractors must self-perform a minimum of 50% percent of their portion of the project. j. Statement that offeror does not discriminate in the recruitment or hiring of subcontractors based on race, creed, color, religion, ancestry, sex, sexual orientation, or national origin; and k. Statement that offeror will take affirmative steps to ensure against discrimination in all aspects of offeror's operations including subcontracts for service work.	☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	

ITEM #	Good Faith Efforts	Offeror to Provide:	Yes	No	NA
3	<u>Written or Electronic Notice to CDBE Subcontractors:</u>	Solicitation Log Sheet (Tier One) provided with letter or email sent to listed CDBEs;	☒	☐	
		Solicitation Log Sheet (Tier Two) provided with letter or email sent to listed CSA DBEs; and/or	☒	☐	☐
		Solicitation Log Sheet (Tier Three) provided with letter or email sent to listed statewide DBEs.	☒	☐	☐
		Are the items a – q included in written notice to CDBE/DBE subcontractors?			
		a. Name of offeror;	☒	☐	
		b. City of Columbia's project name and publication dates;	☒	☐	
		c. Advertisements published on three (3) separate days in a print or digital newspaper of general circulation;	☒	☐	
		d. Areas of subcontracting work available;	☒	☐	
		e. Offeror's contact person's name, phone number, and email address;	☒	☐	
		f. Information on availability of City plans and specifications;	☒	☐	
		g. Offeror's policy concerning assistance to subcontractors in obtaining bonds and credit lines and/or insurance included;	☒	☐	
		h. Offeror's statement seeking Minority and Women Business Enterprises;	☒	☐	
		i. Offeror's statement that selected CDBE/DBE subcontractors must self-perform a minimum of 50% percent of their portion of the project;	☒	☐	
		j. Statement that offeror does not discriminate in the recruitment or hiring of subcontractors based on race, creed, color, religion, ancestry, sex, sexual orientation, or national origin;	☒	☐	
		k. Statement that offeror will take affirmative steps to ensure against discrimination in all aspects of offeror's operations including subcontracts for service work;	☒	☐	
		l. Notice sent not less than ten (10) calendar days prior to bid submittal. (Bid Submittal Date: <u>10/25/22</u> ; 10 Days Prior to Bid <u>10/15/22</u>);	☐	☐	
		Ads published 10/20, 10/21, and 10/23/22	☐	☒	

		m. Written notice provided to a reasonable number of relevant CDBEs of its interest in receiving sub-bids; n. Copies of metered envelopes or certified mail receipts for mailed letters to CDBEs/DBEs; o. Date sent, time, and email addresses of CDBEs/DBEs for letters sent electronically; p. Fax transmittal confirmation slip showing CDBEs/DBEs contact information, date and time of transmission for faxed letters sent; and q. Letter and list of recipients included for master notification sent by offeror.	☒	☐	☐
			☐	☐	☒
			☒	☐	☐
			☐	☐	☒
			☒	☐	☐
4	<u>Follow-up to Initial Solicitations</u>	a. Offeror indicates on GFE Communication Log that follow-up was made with the same CDBEs/DBEs listed on Solicitation Log Sheets; b. The log includes name of caller, name of company called, phone number, contact person, time, date, and result of conversation; c. Written documentation provided for all CDBE/DBE bids or quotes received, the date obtained, name and the telephone number of subcontractor; d. If offeror has documented the rejection of any CDBE/DBE bid or quote received, offeror demonstrates that a good faith effort was made to negotiate with the CDBE/DBE; e. For any bids rejected, offeror provides a copy of the written justification provided (not include pricing) to the CDBE/DBE as part of their GFE documentation; f. Offeror provides summary sheet organized by work type listing subcontractor company names; g. A notarized statement provided from the owner or a principal of the offeror stating that the owner or principal does not hold a financial interest in, does not have ownership of or a controlling interest in or is not significantly involved in the operation of the subcontractor; and h. If offeror elects to use own forces to perform a work type, offeror includes bid to show own costs for the work to be performed.	☒	☐	☐
			☒	☐	☐
			☒	☐	☐
			☐	☐	☒
			☐	☐	☒
			☒	☐	☐
			☒	☐	☐
			☐	☐	☒
5	<u>Request for Assistance</u>	a. Request for assistance was sent not less than fifteen (15) calendar days prior to bid submittal. (Bid Submittal Date:	☐	☒	☐

The Good Faith Efforts Committee is responsible for determining if the offeror has met the GFE requirements based on the GFE documentation provided. The Committee's review will be objective in nature, either the required information has been provided or it has not.

Have you submitted a CDBE bid(s) over the past 12 months? ☒ Yes ☐ No

Have you submitted a CDBE bid(s) over the past 12 months? ☒ Yes ☐ No

Did you meet or exceed the CDBE goal placed on those projects? ☒ Yes ☐ No

Did you meet or exceed the CDBE goal placed on those projects? ☒ Yes ☐ No

What goal placed on those projects? [Signature]

Page | 5

Date: 10/24/22



Item #1

Broad-based Advertisement

PO BOX 2046 LEXINGTON, SC 29071
803.814.3753

Kathy Alderman

From: The Legals Adportal <orders@mcclatchy.com>
Sent: Wednesday, October 19, 2022 10:47 AM
To: Kathy Alderman
Subject: Thank you for placing your order with us IPL0094951

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records. This transaction will show up on your credit card statement as McClatchy.

Job Details

Order Number:
IPL0094951
 Classification:
[Legals & Public Notices](#)
 Package:
[COL - Legal Ads](#)
 Order Cost:
\$627.42
 Payment Type:
[Visa](#)

Account Details

Kathy Alderman
 PO Box 2046
 Lexington, SC ♦ 29071
 803-814-3753
kathy@stuttswilliams.com
 Stutts & Williams LLC
 Credit Card - Visa
 *****9701

Schedule for ad number IPL00949510

Thu Oct 20, 2022
The State (Columbia)
All Zones
Fri Oct 21, 2022
The State (Columbia)
All Zones
Sun Oct 23, 2022
The State (Columbia)
All Zones

Stutts & Williams LLC REQUEST FOR BIDS for City of Columbia Project Main & Service Renewals for Willow Run Apartments

Stutts & Williams, LLC is seeking subcontractor bids from DBE, MBE, WBE, DVBE firms for the City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I published Oct. 9, 2022. Areas of work: construct new mains; install new fire hydrants & replace the existing; install new water service line connect to existing meters; replace/repair landscape, asphalt pavement and sidewalk. CDBE/DBE subcontractors must self-perform a minimum of 50% of their portion of the work. Bids are due OCT. 25, 2022. Contact: Joey Williams, 416 Cedarcrest Dr, Lexington, SC 29071, P 803-814-3753, joey@stuttswilliams.com. Stutts & Williams, LLC will provide line items and specifications based on inquiries. Subcontract values greater than \$500,000 must be bonded unless subcontractor can provide adequate experience and financial information to waive bonding requirement. Stutts & Williams LLC does not discriminate in the recruitment, hiring of subcontractors based on race, creed, color, religion, ancestry, sex, sexual orientation, or national origin and will take affirmative steps to ensure against discrimination in all aspects of our operations including subcontracts for service work.

W00000000

Publication Dates

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
IPL0094951
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
COL - Legal Ads
Final Cost:
627.42
Payment Type:
Visa
User ID:
IPL0039732

PREVIEW FOR AD NUMBER IPL00949510**Stutts & Williams LLC REQUEST FOR BIDS for City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments**

Stutts & Williams, LLC is seeking subcontractor bids from DBE, MBE, WBE, DVBE, and OBE firms for the City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I published Oct. 9, 2022. Areas of work: construct new PVC water mains; install new fire hydrants & replace the existing; install new water service lines and connect to existing meters; replace/repair landscape, asphalt pavement and sidewalk. Selected CDBE/DBE subcontractors must self-perform a minimum of 50% of their portion of the project. Bids are due OCT. 25, 2022. Contact: Joey Williams, 416 Cedarcrest Dr, Lexington, SC 29073, P 803-814-3753, joey@stuttswilliams.com. Stutts & Williams, LLC will provide links to plans and specifications based on inquiries. Subcontract values greater than \$500,000 may require bonding unless subcontractor can provide adequate experience and financial information to waive bonding requirement. Stutts & Williams LLC does not discriminate in the recruitment or hiring of subcontractors based on race, creed, color, religion, ancestry, sex, sexual orientation, or national origin and will take affirmative steps to ensure against discrimination in all aspects of our operations including subcontracts for service work.
W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

ACCOUNT INFORMATION

Kathy Alderman
PO Box 2046
Lexington, SC 29071
803-814-3753
kathy@stuttswilliams.com
Stutts & Williams LLC

PAYMENT DETAILS

Visa*****9701 05/2024

TRANSACTION REPORT

Date
October 19, 2022 10:46:37 AM EDT
Amount:
627.42

SCHEDULE FOR AD NUMBER IPL00949510

October 20, 2022
The State (Columbia)
October 21, 2022
The State (Columbia)
October 23, 2022
The State (Columbia)



Item #2

Written or Electronic Notice to CDBE Subcontractors

PO BOX 2046 LEXINGTON, SC 29071
803.814.3753

GFE SOLICITATION LOG SHEET (TIER ONE)

Tier One: Here you will log your firm's efforts to find **certified CDBE** firms within the eight county CSA.

[illegible]

Name	Vendor #	Company Address	City	State	Zip	Cert. Type	DBE Type	Phone	Email	Owner Name	Type of Service/Products Provided	Date Approved	Date Expired
Name	Vendor #	Company Address	City	State	Zip	Cert. Type	DBE Type	Phone	Email	Owner Name	Type of Service/Products Provided	Date Approved	Date Expired
AOS Specialty Contractors Inc.	V001525	1224 Two Notch Road	Lexington	SC	29073	VI, IV	6	803.798.6831	dianne@aosscc.org	Dianne Rushing	Concrete and Masonry GC, Building Construction, Water and Sewer Lines, Concrete Curbing, Storm Drainage, Gridding, Paving, Design-Build, Electrical Conduit, Duct Banks, Light Pole	5.31.2019	5.31.2023
CL Construction, LLC	V016215	1317 Corley Ford Road	Columbia	SC	29203	IV	1	803.754.7100	dconstruction2013@hotmail.com	Kevin Corley	Concrete, Masonry, Framing, Demolition, Excavation, Site Clearing, Site Prep, Hauling and Renovation	5.6.2019	5.6.2023
Corley Construction	V012697	7462 Fairfield Rd	Columbia	SC	29203	IV	1	803.513.1209	corleyconstructionllc@yahoo.com	Todd Corley	concrete, water and sewer, clearing and grubbing, hauling and a roll off dumpster service	06.08.2021	06.08.2023
Hammer Construction LLC	V012933	785 Hampton Creek Way	Columbia	SC	29209	VI	2	803.783.3033	isa@hammerllc.com	Lisa Hammersla	Commercial Construction and Utilities	2.7.2019	2.7.2023
LG Utility Contractors, Inc	V012459	1410 Brevard Road	Lugoff	SC		IV, VI	6	803.309.4998	susan@lguutilitycontractors.com	Susan Leitner	Water, Sanitary sewer and storm drain utility construction	9.16.2019	9.16.2023
RCG Construction, LLC	V016755	PO Box 954	Irmo	SC	29063	VI	6	803.609.0105	brittney@RCG-Construction.com	Brittney Keisler	Utilities Installation, Site Prep	03.16.2020	03.16.2024
JG Construction	V016822	1912 Horrill Hill Rd	Hopkins	SC	29061	III	1	803.960.9428	egrant@jgconstructs.com	Eric Grant	General Contracting - Water Lines	05.22.2020	05.22.2024
SCA Underground, LLC	V016691	POB 2507	West Columbia	SC	29171	IV, VI	6	803.730.3568	scaunderground@gmail.com	Susan Atkins	Video Inspection and Utility Contractor	2.4.2020	2.4.2024

From: [Kathy Alderman](#)
To: [Kathy Alderman](#)
Bcc: dianne@aosscc.org; clconstruction2013@hotmail.com; corleyconstructionllc@yahoo.com; lisa@hammerllc.com; [Susan Atkins](#); egrant@3gconstructs.com; [Brittney Keisler](#)
Subject: Bid Request - City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I
Date: Wednesday, October 19, 2022 1:19:00 PM
Importance: High

Good afternoon,

Stutts & Williams, LLC (*now Williams Infrastructure*) is seeking subcontractor bids from DBE, MBE, WBE, DVBE, and OBE firms for the City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I published Oct. 9, 2022. The bid is due Oct. 25, 2022. However, please **acknowledge your interest by 9am on Oct 24, 2022**, if you want to provide a bid for work in any of the following areas:

construct new PVC water mains
install new fire hydrants & replace the existing
install new water service lines and connect to existing meters
replace/repair landscape, asphalt pavement and sidewalk

If you are interested in working in any of the above scopes of work, let us know by sending a response to Joey Williams at joey@stuttswilliams.com and kathy@stuttswilliams.com, or by phone at 803-814-3753. Selected Columbia Disadvantaged Business Enterprises (CDBEs)/Disadvantaged Business Enterprises (DBEs) subcontractors must self-perform a minimum of 50% of their portion of the project.

City plans and specifications are available upon request.

Our company is seeking Minority and Women Business Enterprises. We do not discriminate in the recruitment or hiring of subcontractors based on race, creed, color, religion, ancestry, sex, sexual orientation, or national origin. We will take affirmative steps to ensure against discrimination in all aspects of our operations including subcontracts for service work. Please refer to our public notice Bid Request published in The State on Oct. 20, 21 and 23, 2022. Subcontractors must obtain their own bonding, insurance, and lines of credit for this project.

Thank you for sending a quick response,

KATHY ALDERMAN | Accounting
STUTTS & WILLIAMS, LLC

803-814-3753
kathy@stuttswilliams.com
416 Cedarcrest Drive | Lexington, SC 29073
[Website](#) | [LinkedIn](#) | [Instagram](#)

GFE SOLICITATION LOG SHEET (TIER TWO)

Tier Two: Here you will log your firm's efforts to find **certified DBE** firms within the eight county CSA.

[illegible]

Company Name	POC Name	Mail Address	Phone	Fax	Email	Web	Date Certified	Area of Work	NAICS	Sub	Consultant
A + Asphalt Seal Coat & Line Striping, LLC	Tammy Orr	P.O. Box 2378 Lexington, SC 29072	(803) 356-5055		torr@asphaltprotector.com	www.asphaltprotector.com	6/14/2022	ACDBE - Parking lot repairs, striping, and maintenance	237310, 238990	Yes	No
AOS Specialty Contractors Inc.	Dianne Rushing	1224 Two Notch Road Lexington, SC 29073	(803) 798-6831	(803) 594-7234	Jane@aosscc.org	www.aosscc.org	12/10/2002	Building construction, water and sewer lines, storm drainage, grading, design-build, duct banks, installing fountains, highway, street, and bridge construction	236220, 237110, 237310, 237990	No	No
Apex Construction Group, LLC	Grace Hidalgo	464 Walking Ln. Lexington, SC 29073	(803) 719-1623		apexconstructiongroup@gmail.com		6/9/2022	Specializes in concrete: sidewalks, camps, curbs, driveways, slabs and footings. Masonry services; stone, brick, pavers and stucco.	237310, 238110, 238140, 238910, 238990	Yes	No
B.C. Cannon Co. Inc.	Deirdre F. Cannon	Post Office Box 3889 Greenville, SC 29608	(864) 235-7979	1(864) 235-	dede@bccannon.com	www.bccannon.com	8/5/2022	Manufacture, Supply, and Installation of Traffic Safety Items	237310, 423390, 423610, 561990	Yes	No
Bob Hammond Construction, Inc.	Lorie Hammond	123 Lisa Ann Lane Moncks Corner, SC 29461	(843) 761-1655	1(843) 761-2826	hammondconst@homesc.com		5/19/2009	Land Clearing, Site Work, Grading, Sewer lines, Water Lines, Wood Recycling, Chipping, Commercial Stump Grinding, Sidewalks, Curb and Gutter, Demolition, Debris Removal and Disposal	237110, 237310, 238910, 238990, 561730	Yes	No
CARBRA Construction Design, Inc.	Betty Price	Post Office Box 290423 Columbia, SC 29229	(803) 764-2775	1(803) 764-2845	betty@carbradesign.com	www.carbradesign.com	10/17/2022	General Contracting, Building Construction, Curb and Gutter, Sidewalks, Masonry, Carpentry, Painting, Asphalt, Drywall, ACT, and Flooring	236220, 238110, 238140	Yes	No
Kershaw Builders, Inc.	Martha P. Blizzard	1628 Dry Branch Road Lugoff, SC 29078	(803) 438-9672		kbi@movesdirt.com	www.movesdirt.com	9/27/2012	Site prep, Hauling (9), Erosion Control, Concrete, Curb and Gutter, water & sewer utilities installation, storm drain installation, grading, and paving.	237110, 238110, 238910, 238990, 484220, 561730	Yes	No
Lawrimore Construction, Inc.	Donna Lawrimore	6240 Cypress Swamp Road	(843) 446-6888		dlawrim3@gmail.com		1/7/2010	Water and Sewer Lines, Horizontal Directional Drilling (HDD), Grading, Bore and Jacks	237110, 238910	Yes	No
LG Utility Contractors, Inc.	Suzanne Bell Leitner	1410 Brevard Road Lugoff, SC 29078	(803) 309-4998		susan@LGUtilityContractors.com	www.LGUtilityContractors.com	9/4/2019	Water, sanitary sewer and storm drainage line construction	237110	Yes	No
Lindler's Construction of South Carolina, LLC	Heather Lindler	Post Office Box 731 Newberry, SC 29108	(803) 276-6557		heather@lindlers.com	www.Lindlers.com	1/7/2016	Grading, Site Prep, Local Hauling (18), Water & Sewer, Concrete Paving	237110, 237310, 238910, 484110, 484220	Yes	No
Manning & Sons Trucking & Utilities, LLC	Keven Manning	218 Stratford Drive Summerville, SC 29485	(843) 200-0705		keven.manning@manningandsonstrucking.com	www.manningandsonstrucking.com	9/18/2007	Pressure Washing (e.g., buildings, decks, fences), freight trucking (local), hauling (10); water and sewer pipe installation, poured concrete to include manholes, catch basins, concrete pipe, and demolition; earthmoving, land clearing, and trenching. Manufacturer and Supplier of earth materials: (fill dirt, sand, aggregates, top soil, and rocks).	237110, 238110, 238910, 327992, 423320, 484110, 484220, 561790	Yes	No
SealCo Construction of SC, LP	David Smith	327 Crooked Creek Drive Campobello, SC 29322	(864) 494-5526		sealcosc@gmail.com	sealcosc@gmail.com	3/4/2020	Hydro seeding, erosion control services, storm drainage to include catch basins, paving and grading, asphalt coating, asphalt marking, silt fence, and water and sewer.	237110, 237310, 238990	Yes	No
Shady Grove Construction, LLC	Erica Richardson	1540 Dutch Fork Road Irmo, SC 29063	(803) 781-2516	1(803) 834-	ericascg2@aol.com	www.shadygroveconstruction.c	2/2/2018	Construction of water and sewer lines	237110	Yes	No
Trenchco Underground Telecom & Electric Corp.	Windy Price	502 30th Avenue South Atlantic Beach, SC 29582	(843) 447-9403		trenchcoundergroun@yahoo.com		12/27/2018	Installation of conduit, fiber optic cable, construction of manholes, water, sewer, power communication lines, structures construction, power ductwork, trenching, plowing and directional boring	236220, 237110, 237130, 238110, 238210	Yes	No

GFE SOLICITATION LOG SHEET (TIER THREE)

Tier Three: Here you will log your firm's efforts to find **certified DBE** firms located within the state of South Carolina.

[illegible]

Company Name	POC Name	Mail Address	Phone	Fax	Email	Web	Date Certified	Area of Work	NAICS	Sub	Consultant
A + Asphalt Seal Coat & Line Striping, LLC	Tammy Orr	P.O. Box 2378 Lexington, SC 29072	(803) 356-5055		torr@asphaltprotector.com	www.asphaltprotector.com	6/14/2022	ACDBE - Parking lot repairs, striping, and maintenance	237310, 238990	Yes	No
AOS Specialty Contractors Inc.	Dianne Rushing	1224 Two Notch Road Lexington, SC 29073	(803) 798-6831	(803) 594-7234	Jane@aosscc.org	www.aosscc.org	12/10/2002	Building construction, water and sewer lines, storm drainage, grading, design-build, duct banks, installing fountains, highway, street, and bridge construction	236220, 237110, 237310, 237990	No	No
Apex Construction Group, LLC	Grace Hidalgo	464 Walking Ln. Lexington, SC 29073	(803) 719-1623		apexconstructiongroup@gmail.com		6/9/2022	Specializes in concrete: sidewalks, camps, curbs, driveways, slabs and footings. Masonry services; stone, brick, pavers and stucco.	237310, 238110, 238140, 238910, 238990	Yes	No
B.C. Cannon Co. Inc.	Deirdre F. Cannon	Post Office Box 3889 Greenville, SC 29608	(864) 235-7979	1(864) 235-	dede@bccannon.com	www.bccannon.com	8/5/2022	Manufacture, Supply, and Installation of Traffic Safety Items	237310, 423390, 423610, 561990	Yes	No
Bob Hammond Construction, Inc.	Lorie Hammond	123 Lisa Ann Lane Moncks Corner, SC 29461	(843) 761-1655	1(843) 761-2826	hammondconst@homesc.com		5/19/2009	Land Clearing, Site Work, Grading, Sewer lines, Water Lines, Wood Recycling, Chipping, Commercial Stump Grinding, Sidewalks, Curb and Gutter, Demolition, Debris Removal and Disposal	237110, 237310, 238910, 238990, 561730	Yes	No
CARBRA Construction Design, Inc.	Betty Price	Post Office Box 290423 Columbia, SC 29229	(803) 764-2775	1(803) 764-2845	betty@carbradesign.com	www.carbradesign.com	10/17/2022	General Contracting, Building Construction, Curb and Gutter, Sidewalks, Masonry, Carpentry, Painting, Asphalt, Drywall, ACT, and Flooring	236220, 238110, 238140	Yes	No
Kershaw Builders, Inc.	Martha P. Blizzard	1628 Dry Branch Road Lugoff, SC 29078	(803) 438-9672		kbi@movesdirt.com	www.movesdirt.com	9/27/2012	Site prep, Hauling (9), Erosion Control, Concrete, Curb and Gutter, water & sewer utilities installation, storm drain installation, grading, and paving.	237110, 238110, 238910, 238990, 484220, 561730	Yes	No
Lawrimore Construction, Inc.	Donna Lawrimore	6240 Cypress Swamp Road	(843) 446-6888		dlawrim3@gmail.com		1/7/2010	Water and Sewer Lines, Horizontal Directional Drilling (HDD), Grading, Bore and Jacks	237110, 238910	Yes	No
LG Utility Contractors, Inc.	Suzanne Bell Leitner	1410 Brevard Road Lugoff, SC 29078	(803) 309-4998		susan@LGUtilityContractors.com	www.LGUtilityContractors.com	9/4/2019	Water, sanitary sewer and storm drainage line construction	237110	Yes	No
Lindler's Construction of South Carolina, LLC	Heather Lindler	Post Office Box 731 Newberry, SC 29108	(803) 276-6557		heather@lindlers.com	www.Lindlers.com	1/7/2016	Grading, Site Prep, Local Hauling (18), Water & Sewer, Concrete Paving	237110, 237310, 238910, 484110, 484220	Yes	No
Manning & Sons Trucking & Utilities, LLC	Keven Manning	218 Stratford Drive Summerville, SC 29485	(843) 200-0705		keven.manning@manningandsonstrucking.com	www.manningandsonstrucking.com	9/18/2007	Pressure Washing (e.g., buildings, decks, fences), freight trucking (local), hauling (10); water and sewer pipe installation, poured concrete to include manholes, catch basins, concrete pipe, and demolition; earthmoving, land clearing, and trenching. Manufacturer and Supplier of earth materials: (fill dirt, sand, aggregates, top soil, and rocks).	237110, 238110, 238910, 327992, 423320, 484110, 484220, 561790	Yes	No
SealCo Construction of SC, LP	David Smith	327 Crooked Creek Drive Campobello, SC 29322	(864) 494-5526		sealcosc@gmail.com	sealcosc@gmail.com	3/4/2020	Hydro seeding, erosion control services, storm drainage to include catch basins, paving and grading, asphalt coating, asphalt marking, silt fence, and water and sewer.	237110, 237310, 238990	Yes	No
Shady Grove Construction, LLC	Erica Richardson	1540 Dutch Fork Road Irmo, SC 29063	(803) 781-2516	1(803) 834-	ericascg2@aol.com	www.shadygroveconstruction.c	2/2/2018	Construction of water and sewer lines	237110	Yes	No
Trenchco Underground Telecomm & Electric Corp.	Windy Price	502 30th Avenue South Atlantic Beach, SC 29582	(843) 447-9403		trenchcounderground@yahoo.com		12/27/2018	Installation of conduit, fiber optic cable, construction of manholes, water, sewer, power communication lines, structures construction, power ductwork, trenching, plowing and directional boring	236220, 237110, 237130, 238110, 238210	Yes	No

From: [Kathy Alderman](#)
To: [Kathy Alderman](#)
Bcc: torr@asphaltprotector.com; jane@aoss.org; apexconstructiongp@gmail.com; dede@bccannon.com; hammondconst@homesc.com; betty@carbradesign.com; kbi@movesdirt.com; dlawrim3@gmail.com; susan@lutilitycontractors.com; heather@lindlers.com; keven.manning@manningandsonstrucking.com; sealcosc@gmail.com; ericasc2@aol.com; trenchcounderground@yahoo.com; [Kathy Alderman](#)
Subject: Bid Request - City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I
Date: Wednesday, October 19, 2022 1:32:00 PM

Good afternoon,

Stutts & Williams, LLC (*now Williams Infrastructure*) is seeking subcontractor bids from DBE, MBE, WBE, DVBE, and OBE firms for the City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I published Oct. 9, 2022. The bid is due Oct. 25, 2022. However, please **acknowledge your interest by 9am on Oct 24, 2022**, if you want to provide a bid for work in any of the following areas:

construct new PVC water mains

install new fire hydrants & replace the existing

install new water service lines and connect to existing meters

replace/repair landscape, asphalt pavement and sidewalk

If you are interested in working in any of the above scopes of work, let us know by sending a response to Joey Williams at joey@stuttswilliams.com and kathy@stuttswilliams.com, or by phone at 803-814-3753. Selected Columbia Disadvantaged Business Enterprises (CDBEs)/Disadvantaged Business Enterprises (DBEs) subcontractors must self-perform a minimum of 50% of their portion of the project.

City plans and specifications are available upon request.

Our company is seeking Minority and Women Business Enterprises. We do not discriminate in the recruitment or hiring of subcontractors based on race, creed, color, religion, ancestry, sex, sexual orientation, or national origin. We will take affirmative steps to ensure against discrimination in all aspects of our operations including subcontracts for service work. Please refer to our public notice Bid Request published in The State on Oct. 20, 21 and 23, 2022. Subcontractors must obtain their own bonding, insurance, and lines of credit for this project.

Thank you for sending a quick response,

KATHY ALDERMAN | Accounting

STUTTS & WILLIAMS, LLC

p 803-814-3753

e kathy@stuttswilliams.com

a 416 Cedarcrest Drive | Lexington, SC 29073

Website | [LinkedIn](#) | [Instagram](#)



Item #4

Follow Up to Initial Solicitations

PO BOX 2046 LEXINGTON, SC 29071
803.814.3753

GFE FOLLOW-UP COMMUNICATIONS LOG

[illegible]

Name	Vendor #	Company Address	City	State	Zip	Cert. Type	DBE Type	Phone	Email	Owner Name	Type of Service/Products Provided	Date Approved	Date Expired
Name	Vendor #	Company Address	City	State	Zip	Cert. Type	DBE Type	Phone	Email	Owner Name	Type of Service/Products Provided	Date Approved	Date Expired
AOS Specialty Contractors Inc.	V001525	1224 Two Notch Road	Lexington	SC	29073	VI, IV	6	803.758.6831	dianne@aoss.org	Dianne Rushing	Concrete and Masonry GC, Building Construction, Water and Sewer Lines, Concrete Curbing, Storm Drainage, Gridding, Paving, Design- Build, Electrical Conduit, Duct Banks, Light Pole	5.31.2019	5.31.2023
CL Construction, LLC	V016215	1317 Corley Ford Road	Columbia	SC	29203	IV	1	803.754.7100	clconstruction2013@hotmail.com	Kevin Corley	Concrete, Masonry, Framing, Demolition, Excavation, Site Clearing, Site Prep, Hauling and Renovation	5.6.2019	5.6.2023
Corley Construction	V012697	2462 Fairfield Rd	Columbia	SC	29203	IV	1	803.513.1269	corleyconstructivillc@yahoo.com	Todd Corley	concrete, water and sewer, clearing and grubbing, hauling and a roll off dumpster service	06.08.2021	06.08.2025
Hammer Construction LLC	V012933	785 Hampton Creek Way	Columbia	SC	29209	VI	2	803.783.7933	hsa@hammerllc.com	Lisa Hammersla	Commercial Construction and Utilities	2.7.2019	2.7.2023
LG Utility Contractors, Inc	V012459	1410 Brevard Road	Lugoff	SC		IV, VI	6	803.309.4998	susan@lgutilitycontractors.com	Susan Leitner	Water, Sanitary sewer and storm drain utility construction	9.16.2019	9.16.2023
RCG Construction, LLC	V016755	PO Box 954	Irmo	SC	29063	VI	6	803.609.0105	brittney@RCG-Construction.com	Brittney Keisler	Utilities Installation, Site Prep	03.16.2020	03.16.2024
RG Construction	V016872	1912 Horrell Hill Rd	Hopkins	SC	29061	III	1	803.960.9478	gregorio@rgconstructs.com	Eric Grant	General Contracting - Water Lines	05.22.2020	05.22.2024

Company Name	POC Name	Mail Address	Phone	Fax	Email	Web	Date Certified	Area of Work	NAICS	Sub	Consultant
A + Asphalt Seal Coat & Line Striping, LLC	Tammy Orr	P.O. Box 2378 Lexington, SC 29072	(803) 356-5055		torr@asphaltprotector.com	www.asphaltprotector.com	6/14/2022	ACDBE - Parking lot repairs, striping, and maintenance	237310, 238990	Yes	No
AOS Specialty Contractors Inc.	Dianne Rushing	1224 Two Notch Road Lexington, SC 29073	(803) 798-6831	(803) 594-7234	Jane@aosscc.org	www.aosscc.org	12/10/2002	Building construction, water and sewer lines, storm drainage, grading, design-build, duct banks, installing fountains, highway, street, and bridge construction	236220, 237110, 237310, 237990	No	No
Apex Construction Group, LLC	Grace Hidalgo	464 Walking Ln. Lexington, SC 29073	(803) 719-1623		apexconstructiongroup@gmail.com		6/9/2022	Specializes in concrete: sidewalks, camps, curbs, driveways, slabs and footings. Masonry services; stone, brick, pavers and stucco.	237310, 238110, 238140, 238910, 238990	Yes	No
B.C. Cannon Co. Inc.	Deirdre F. Cannon	Post Office Box 3889 Greenville, SC 29608	(864) 235-7979	1(864) 235-	dede@bccannon.com	www.bccannon.com	8/5/2022	Manufacture, Supply, and Installation of Traffic Safety Items	237310, 423390, 423610, 561990	Yes	No
Bob Hammond Construction, Inc.	Lorie Hammond	123 Lisa Ann Lane Moncks Corner, SC 29461	(843) 761-1655	1(843) 761-2826	hammondconst@homesc.com		5/19/2009	Land Clearing, Site Work, Grading, Sewer lines, Water Lines, Wood Recycling, Chipping, Commercial Stump Grinding, Sidewalks, Curb and Gutter, Demolition, Debris Removal and Disposal	237110, 237310, 238910, 238990, 561730	Yes	No
CARBRA Construction Design, Inc.	Betty Price	Post Office Box 290423 Columbia, SC 29229	(803) 764-2775	1(803) 764-2845	betty@carbradesign.com	www.carbradesign.com	10/17/2022	General Contracting, Building Construction, Curb and Gutter, Sidewalks, Masonry, Carpentry, Painting, Asphalt, Drywall, ACT, and Flooring	236220, 238110, 238140	Yes	No
Kershaw Builders, Inc.	Martha P. Blizzard	1628 Dry Branch Road Lugoff, SC 29078	(803) 438-9672		kbi@movesdirt.com	www.movesdirt.com	9/27/2012	Site prep, Hauling (9), Erosion Control, Concrete, Curb and Gutter, water & sewer utilities installation, storm drain installation, grading, and paving.	237110, 238110, 238910, 238990, 484220, 561730	Yes	No
Lawrimore Construction, Inc.	Donna Lawrimore	6240 Cypress Swamp Road	(843) 446-6888		dlawrim3@gmail.com		1/7/2010	Water and Sewer Lines, Horizontal Directional Drilling (HDD), Grading, Bore and Jacks	237110, 238910	Yes	No
LG Utility Contractors, Inc.	Suzanne Bell Leitner	1410 Brevard Road Lugoff, SC 29078	(803) 309-4998		susan@LGUtilityContractors.com	www.LGUtilityContractors.com	9/4/2019	Water, sanitary sewer and storm drainage line construction	237110	Yes	No
Lindler's Construction of South Carolina, LLC	Heather Lindler	Post Office Box 731 Newberry, SC 29108	(803) 276-6557		heather@lindlers.com	www.Lindlers.com	1/7/2016	Grading, Site Prep, Local Hauling (18), Water & Sewer, Concrete Paving	237110, 237310, 238910, 484110, 484220	Yes	No
Manning & Sons Trucking & Utilities, LLC	Keven Manning	218 Stratford Drive Summerville, SC 29485	(843) 200-0705		keven.manning@manningandsonstrucking.com	www.manningandsonstrucking.com	9/18/2007	Pressure Washing (e.g., buildings, decks, fences), freight trucking (local), hauling (10); water and sewer pipe installation, poured concrete to include manholes, catch basins, concrete pipe, and demolition; earthmoving, land clearing, and trenching. Manufacturer and Supplier of earth materials: (fill dirt, sand, aggregates, top soil, and rocks).	237110, 238110, 238910, 327992, 423320, 484110, 484220, 561790	Yes	No
SealCo Construction of SC, LP	David Smith	327 Crooked Creek Drive Campobello, SC 29322	(864) 494-5526		sealcosc@gmail.com	sealcosc@gmail.com	3/4/2020	Hydro seeding, erosion control services, storm drainage to include catch basins, paving and grading, asphalt coating, asphalt marking, silt fence, and water and sewer.	237110, 237310, 238990	Yes	No
Shady Grove Construction, LLC	Erica Richardson	1540 Dutch Fork Road Irmo, SC 29063	(803) 781-2516	1(803) 834-	ericascg2@aol.com	www.shadygroveconstruction.c	2/2/2018	Construction of water and sewer lines	237110	Yes	No
Trenchco Underground Telecomm & Electric Corp.	Windy Price	502 30th Avenue South Atlantic Beach, SC 29582	(843) 447-9403		trenchcounderground@yahoo.com		12/27/2018	Installation of conduit, fiber optic cable, construction of manholes, water, sewer, power communication lines, structures construction, power ductwork, trenching, plowing and directional boring	236220, 237110, 237130, 238110, 238210	Yes	No

Kathy Alderman

From: Kathy Alderman
Sent: Monday, October 24, 2022 1:47 PM
To: Kathy Alderman
Subject: FW: Bid Request - City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I

Just checking back to see if you have any interest in helping us on the City of Columbia bi: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I, which is due Oct. 25. Any interest?

Thanks,

KATHY ALDERMAN | Accounting
STUTTS & WILLIAMS, LLC
 p 803-814-3753
 e kathy@stuttswilliams.com
 a 416 Cedarcrest Drive | Lexington, SC 29073
[Website](#) | [LinkedIn](#) | [Instagram](#)

From: Kathy Alderman
Sent: Wednesday, October 19, 2022 1:27 PM
To: Kathy Alderman <Kathy@stuttswilliams.com>
Subject: Bid Request - City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I

Good afternoon,

Stutts & Williams, LLC (*now Williams Infrastructure*) is seeking subcontractor bids from DBE, MBE, WBE, DVBE, and OBE firms for the City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I published Oct. 9, 2022. The bid is due Oct. 25, 2022. However, please **acknowledge your interest by 9am on Oct 24, 2022**, if you want to provide a bid for work in any of the following areas:

construct new PVC water mains
install new fire hydrants & replace the existing
install new water service lines and connect to existing meters
replace/repair landscape, asphalt pavement and sidewalk

If you are interested in working in any of the above scopes of work, let us know by sending a response to Joey Williams at joey@stuttswilliams.com and kathy@stuttswilliams.com, or by phone at 803-814-3753. Selected Columbia Disadvantaged Business Enterprises (CDBEs)/Disadvantaged Business Enterprises (DBEs) subcontractors must self-perform a minimum of 50% of their portion of the project.

City plans and specifications are available upon request.

Our company is seeking Minority and Women Business Enterprises. We do not discriminate in the recruitment or hiring of subcontractors based on race, creed, color, religion, ancestry, sex, sexual orientation, or national origin. We will take

affirmative steps to ensure against discrimination in all aspects of our operations including subcontracts for service work. Please refer to our public notice Bid Request published in The State on Oct. 20, 21 and 23, 2022. Subcontractors must obtain their own bonding, insurance, and lines of credit for this project.

Thank you for sending a quick response,

KATHY ALDERMAN | Accounting
STUTTS & WILLIAMS, LLC

p 803-814-3753

e kathy@stuttswilliams.com

a 416 Cedarcrest Drive | Lexington, SC 29073

Website | LinkedIn | Instagram

From: [Kathy Alderman](#)
To: [Kathy Alderman](#)
Bcc: dianne@aosscc.org; clconstruction2013@hotmail.com; corleyconstructionllc@yahoo.com; lisa@hammerllc.com; [Susan Atkins](#); egrant@3gconstructs.com; [Brittney Keisler](#)
Subject: FW: Bid Request - City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I
Date: Monday, October 24, 2022 1:53:00 PM
Importance: High

Just checking back to see if you have any interest in helping us on the City of Columbia bi: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I, which is due Oct. 25. Any interest?

Thanks,

KATHY ALDERMAN | Accounting
STUTTS & WILLIAMS, LLC
 p 803-814-3753
 e kathy@stuttswilliams.com
 a 416 Cedarcrest Drive | Lexington, SC 29073
[Website](#) | [LinkedIn](#) | [Instagram](#)

From: Kathy Alderman
Sent: Wednesday, October 19, 2022 1:14 PM
To: Kathy Alderman <Kathy@stuttswilliams.com>
Subject: Bid Request - City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I
Importance: High

Good afternoon,

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KATHY ALDERMAN | Accounting

STUTTS & WILLIAMS, LLC

p 803-814-3753

e kathy@stuttswilliams.com

a 416 Cedarcrest Drive | Lexington, SC 29073

[Website](#) | [LinkedIn](#) | [Instagram](#)

Kathy Alderman

From: Susan Atkins <scaunderground@gmail.com>
Sent: Monday, October 24, 2022 3:40 PM
To: Kathy Alderman
Subject: Re: FW: Bid Request - City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I

We will not be bidding on this project.

Thank you,

Susan Atkins

On Mon, Oct 24, 2022 at 1:48 PM Kathy Alderman <Kathy@stuttswilliams.com> wrote:

Just checking back to see if you have any interest in helping us on the City of Columbia bi: Water Main & Service Renewals for Willow Run Apartments (WM4683) CDBE Part I, which is due Oct. 25. Any interest?

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KATHY ALDERMAN | Accounting

STUTTS & WILLIAMS, LLC

p 803-814-3753

e kathy@stuttswilliams.com

a [416 Cedarcrest Drive | Lexington, SC 29073](#)

[Website](#) | [LinkedIn](#) | [Instagram](#)

From: Kathy Alderman
Sent: Wednesday, October 19, 2022 1:14 PM
To: Kathy Alderman <Kathy@stuttswilliams.com>
Subject: Bid Request - City of Columbia Project: Water Main & Service Renewals for Willow Run Apartments (WM4683)

CDBE Part I

Importance: High

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KATHY ALDERMAN | Accounting

STUTTS & WILLIAMS, LLC

p 803-814-3753

e kathy@stuttswilliams.com

a [416 Cedarcrest Drive | Lexington, SC 29073](#)

[Website](#) | [LinkedIn](#) | [Instagram](#)

GFE CDBE/DBE PARTICIPATION LOG

[illegible]



Item #5

Statement of Financial Interest

PO BOX 2046 LEXINGTON, SC 29071
803.814.3753

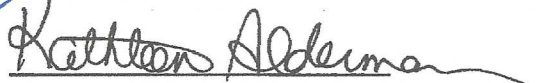


I, Joey Williams, do not hold a financial interest in the operation of subcontractors used, nor do I have ownership of, or a controlling interest in subcontractors used. I am not significantly involved in the operation of the subcontractors.

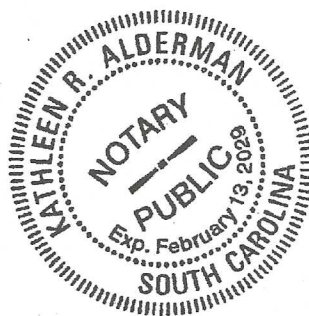

Joey Williams

Owner
Title

10/24/2022
Date


Kathleen Alderman
Notary Public

My commission expires 02/13/2029





Item #6

Request for Assistance

N/A

Event Number	BID008-22-23-LAG	Organization	City of Columbia, SC
Event Title	Water Main & Service Renewals for Willow	Workgroup	Purchasing
Event Description	All City of Columbia Procurement Contracts	Event Owner	Latisha Grice
Event Type	IFBs	Email	latisha.grice@columbiasc.gov
Issue Date	11/2/2022 08:01:50 AM (ET)	Phone	
Close Date	11/15/2022 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Stutts & Williams, LLC	Lexington	SC	11/15/2022 09:50:25 AM (ET)	1	\$867,032.00
Lake Murray Utility Company, Inc	Chapin	SC	11/15/2022 09:03:40 AM (ET)	1	\$876,850.00
G H Smith Construction, Inc	Columbia	SC	11/15/2022 08:48:35 AM (ET)	1	\$1,112,700.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Engineering Department

FROM: Dana Higgins, Director of Engineering

SUBJECT: Council is asked to approve an Other Work in Progress Non-Standard Service Agreement for the South Main Street Streetscaping Project, as requested by Columbia Water. Award to Dominion Energy in the amount of \$4,294,891.00.

REQUISITION NO.: R219967

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Streetscaping Capital Projects (4139999-658650). The original budget amount is \$4,294,891.00

CLEAN WATER 2020?: No

There are a multitude of utility undergrounding projects all across this City that are complete due to the partnership between the City and Dominion referred to as the non-standard service fund (NSSF). The NSSF is a component of the City's franchise agreement with Dominion. This opportunity allows the City and Dominion to cost share expenses associated with undergrounding utilities in cases when the two entities have jointly designated a project a NSSF project.

The City has been engaged with SCDOT and USC on the design of the S Main St Project for years and has approached this project as a NSSF project throughout that process. The challenges associated with matching the scope of work with the funding available for the project resulted in several delays since the project was first identified and designed. With the project now fully funded and ready to proceed forward with construction activities immediately, it is necessary to formalize the OWIP agreement with Dominion. Staff respectfully requests approval of the Agreement for Relocation Services and Other Work in Progress (OWIP) with Dominion Energy for the South Main Street Streetscaping Project. Associated project related documents are attached for background information.

Specific to the NSSF: to date, the combined expenditures since 2003/2004 of the City and SCANA specific to non-standard service fund are \$37,301,906.87. The NSSF component of the franchise agreement provides the opportunity for a 50/50 cost share by the City/Dominion for eligible projects, with Dominion's portion being available to the City annually based on a formula contained in the franchise agreement. (Note, per the franchise agreement, the City pays the full project amount to underground utilities upfront and Dominion pays back 50% of the amount annually over whatever period of time it takes to pay back their 50% share for all NSSF projects). That minimum annual payment amount as stated in the franchise agreement is \$500K

per year but is based on a formula and has been higher than that in recent years. However, as allowed in the franchise agreement, the City made the deliberate decision many years back to “front load” the effort in order to implement multiple projects simultaneously. All of those projects were streetscape projects that were moving forward utilizing a blend of funding sources and would not have been nearly as transformational without the undergrounding component being included. In addition, the “front loading” has allowed the City to maximize the impact of the NSSF opportunity and ensure the City does not miss out on the amount available through the NSSF component in any given year.

Below is a list of the utility undergrounding projects that have been completed using NSSF.

- Harden St (Five Points)
- N Main - multiple phase over various years
- Harden St - Phase 2
- Lincoln St Streetscape
- Steel Pole Painting (various years)
- Lady St Streetscape
- City Garage Project
- Canalside Project
- Two Notch Road
- Pulaski St Ductbank
- Gist St Project
- N Main (current phase/TIGER/Penny)

*Note: The majority of the project completed to date were similar to S Main Street Project, in that they were larger streetscape projects that included undergrounding as a component of the project.

ATTACHMENTS:

- **#a:** APPROVED - 22013600 - South Main Street Dominion agreement(PDF)
- **#b:** City of Columbia Non-Standard Service_10-02-2018-SIGNED COPY0001 (PDF)
- **#c:** Master_Agreement_23-21 USC & City of Columbia South Main Street (PDF)
- **#d:** Non_Standard Service Fund (PDF)
- **#e:** P029873-UT-Electric-DOMINION ENERGY INC- REVISED RCE Non-Std Service (PDF)
- **#f:** Tear Sheet for Maintenance Agreement updated (PDF)
- **#g:** Tear Sheet for South Main Street OWIP (PDF)



AGREEMENT FOR RELOCATION SERVICES AND OTHER WORK IN PROGRESS

This Agreement for Relocation Services and Other Work in Progress (“Agreement” or “OWIP”) is entered into and effective this ____ day of ____, 2022, by and between **Dominion Energy South Carolina Inc.**, a corporation organized and existing under the laws of the State of South Carolina (“**DESC**”), and the **City of Columbia**, a body politic and corporate and a political subdivision of the State of South Carolina (“**City**”). DESC and City may each hereinafter be referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, DESC has constructed and maintained overhead electric distribution facilities along S. Main Street from Pendleton Street to Blossom Street in Richland County, City of Columbia, South Carolina (“Overhead Facilities”); and

WHEREAS, City is implementing road and other street improving projects, which include improvements along S. Main Street from Pendleton Street to Blossom Street (“S. Main Street Project”); and

WHEREAS, in connection with the S. Main Street Project, the City has requested that DESC relocate and convert the Overhead Facilities to non-standard underground electrical distribution facilities (“Non-Standard Service Project”); and

WHEREAS, DESC and the City entered into a Franchise Agreement approved by Ordinance No. 2002-009 dated March 13, 2002, included as Exhibit A to the Conveyance Agreement by and between South Carolina Electric & Gas Company and the City of Columbia, South Carolina dated as of February 20, 2002 (the “Franchise Agreement”) containing provisions in Section 11 of the Franchise Agreement for the construction, financing and payment for Non-Standard Service projects; and

WHEREAS, DESC is willing to undertake the Non-Standard Service Project requested by the City and advance the costs of the Non-Standard Service Project; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the responsibilities of the Parties relating to the Non-Standard Service Project.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, DESC and the City mutually agree as follows:

- A. The Non-Standard Service Project is defined as the conversion of DESC’s Overhead Facilities to non-standard underground electrical distribution facilities along S. Main

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

Street from Pendleton Street to midblock south of Greene Street and the relocation and replacement of overhead facilities from that point south of Greene Street to Blossom Street (“S. Main Street Project”) as depicted on DESC drawings D-83595 Sheets 1-5, attached hereto and made a part hereof, and any changes or amendments thereto (“DESC Drawings”). There are six duct bank tunnel crossings depicted on drawings 1 and 2. Those crossings shall be installed by the roadway contractor as specified on the drawings at no cost to DESC. Any significant changes in the Non-Standard Service Project that will affect the cost of the Non-Standard Service Project shall be made pursuant to a change order signed by the City and DESC and reflected in changes to the DESC Drawings. This Non-Standard Service Project may be amended by separate agreement to include municipal street lighting as agreed to by both parties. In the absence of such amendment, DESC shall have no obligation for municipal street lighting under this OWIP, and any new lighting within the Non-Standard Service Project area must be provided pursuant to a separate agreement between the Parties consistent with DESC’s approved tariffs. The Non-Standard Service Project does not include any customer service connections or electrical work that will be required to connect customers to DESC’s underground electrical distribution facilities following completion of the Non-Standard Service Project.

- B. Cost of the Non-Standard Service Project is defined as the actual costs charged to and accumulated in DESC’s OWIP Job Order No. 023079. These costs include, *inter alia*, DESC’s labor, contract labor, materials and supplies, switching equipment, storeroom, transportation, miscellaneous traffic control, engineering, administration, engineering and administration overhead, design and redesign, if any, and DESC’s cost of capital.
1. The Parties acknowledge and agree that the following table is an estimate of the cost of the Non-Standard Service Project. The Parties acknowledge and agree that the total actual cost of the Non-Standard Service Project will be different, and the final, total cost of the Non-Standard Service Project is based on the actual costs charged to and accumulated in DESC’s OWIP Job Order No. 023079.

Labor	\$2,849,829
Payroll	\$94,735
Materials	\$679,842
Transportation	\$92,980
Engineering & Admin. Overheads	\$315,233
AFUDC	\$220,008
Removals	\$42,264
Total	\$4,294,891

2. The cost of the Non-Standard Service Project does not include any service installations or electrical work that will be required to connect customers to DESC's electric distribution facilities following the completion of the Non-Standard Service Project. Customer connection points are specified on DESC

Drawings. DESC will make the final terminations at the defined connection points as part of the Non-Standard Service Project. All other conversion work, including underground electric service installation and customer lighting, is the responsibility of the City. The service voltage supplied by DESC following the completion of the Non-Standard Service Project shall be at DESC's discretion and may be different from the existing service voltage currently supplied at each location. DESC will provide City with current voltage and available future voltage for each customer.

3. DESC agrees to provide engineering support to determine service connection requirements; provided, however, DESC's engineering expenses to determine such requirements will be charged to DESC's OWIP Job Order No. 023079 in order to accumulate the actual cost of the Non-Standard Service Project.
4. The estimate for the cost of the Non-Standard Service Project does not include the cost to resurface the roads under construction. The estimate does include the cost of an asphalt patch over the new duct bank, but it is understood that any required repaving will be done by other parties as part of the streetscape project. In addition, there are six duct bank tunnel crossings that will be the responsibility of the roadway contractor and installed at no cost to DESC.
5. The City shall pay for the Non-Standard Service Project as costs are incurred as provided for in Section 11(E) ("Advanced Funds") of the Franchise Agreement. Actual accumulated costs will be billed monthly by DESC to the City. Final invoice reconciliation at project completion will be based on actual costs. DESC shall provide a full and detailed accounting of the costs to date of the project with each invoice. Should the City default on a payment associated with this Non-Standard Service Project, DESC will reserve the right to cease construction and withhold an equal amount from the next scheduled franchise payment.

C. Obligations of the Parties

1. If necessary, the City shall use its efforts to acquire all necessary rights-of-way, permits, equipment locations, or other use and access rights for the Non-Standard Service Project as stated in the Franchise Agreement. DESC is not responsible for proceeding with the project if permits, rights-of-way, equipment locations and access rights cannot be provided by City. In the event DESC is ever required by the City or a third party to relocate the facilities installed as part of the Non-Standard Service Project, the City agrees to provide acceptable relocation areas, satisfactory easements and pay all costs associated with the relocation. Should the City fail to pay any costs associated with a relocation, DESC will reserve the right to withhold an equal amount from the subsequent scheduled franchise payment to the City. Acceptability of future relocation areas shall be determined solely by DESC.

Any required permits shall include the relocation provision stated above.

2. Within three (3) months following completion of the Non-Standard Service Project, the City shall require all electric customers to connect to DESC's underground electric distribution facilities. DESC will notify the City as phases of the Non-Standard Service Project are completed. The City will notify each customer in the Non-Standard Service Project area about the connection requirements and how the cost of connection will be covered.
3. Within three (3) months of all electric customers connecting to DESC's underground electric distribution facilities, DESC shall remove all its overhead electrical distribution facilities and remove poles when fully vacated or when, in DESC's sole opinion, it is legally permissible to do so, whichever occurs first. Each Party shall act within its legal authority to require other utilities to remove their facilities from DESC's poles at no cost to DESC. DESC will provide notice to other utility companies of the relocation of DESC's facilities from overhead to underground and provide notice to all other utilities occupying the poles to vacate the poles, within lawful and/or within contractual authority; however, DESC is not responsible for any costs associated with delays caused by the failure of other companies located in the Non-Standard Service Project area to convert their facilities to underground and remove their overhead facilities.
4. As a condition precedent to the Parties' mutual obligations under this Agreement, the Non-Standard Service Project must first be approved by all Federal, State and Local entities having jurisdiction over the Project.

D. Miscellaneous

1. DESC shall, at all times, maintain ownership of any and all facilities specified by DESC whether installed by DESC or a contractor working for the City or DESC.
2. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon: personal delivery to the Party to whom they are addressed; or, if sent via e-mail or facsimile to the facsimile number or email address indicated below; or, if mailed to the address indicated below, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified; or, if sent by nationally recognized overnight courier, the date when signed for at addressee's residence or place of business and addressed to each Party at the following address:

DESC**City of Columbia**

Attn: William J. Turner, VP Operations	Attn:
2392 West Aviation Avenue	
MC-CH31	
North Charleston, SC 29406	
Email: william.turner@dominionenergy.com	
Facsimile: (843) 933-7693	

3. NEITHER PARTY NOR ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OR AFFILIATES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR FOR THE LOSS OF PROFIT OR PRODUCTION, LOSS OF USE, COSTS OF CAPITAL, INTEREST ON LOANS, COST OF PURCHASED OR REPLACEMENT POWER, FUEL COSTS, LOSS OF PRODUCTIVITY, OR CLAIMS OF CUSTOMERS RELATED TO ANY CAUSE OF ACTION UNDER THIS AGREEMENT OR ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER SUCH CAUSE OF ACTION IS BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, OR OTHERWISE.
4. DESC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT.
5. No assignment of this Agreement, in whole or in part by the City, will be made without the prior written consent of DESC, such consent to be at DESC's sole discretion.
6. This Agreement may not be amended except by written agreement signed by an authorized representative of each party.
7. Each party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.
8. This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the Parties themselves.
9. This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

10. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

City of Columbia

Dominion Energy South Carolina Inc.

By: _____

By: _____

Print Name: _____

Print Name: William J. Turner, III

Its: _____

Its: General Manager – Electric Operations



UNIVERSITY OF
SOUTH CAROLINA

Facilities Department
Planning, Design and Construction

October 02, 2018

Melissa Smith-Gentry, PE
Assistant City Manager
City of Columbia
1737 Main Street
Columbia, SC 29201

Re: Non-Standard Service Fund Partnering Request

As you are aware via our prior communication, the University has requested to partner with The City of Columbia, through its relationship with SCE&G, on a Non-Standard Service Fund Agreement ("Agreement") that would result in SCE&G undertaking a project to bury all overhead utilities on four blocks of Main Street.

As a follow-up to our prior communication, and per your request, enclosed please find the Financial Participation Agreement currently in place between the Department of Administration and the University of South Carolina relating to the streetscaping project on South Main Street ("Project"), which you are welcome to provide to SCE&G to begin discussions relating to the burial of the power lines. I have also enclosed our current budget for the project, providing that SCE&G's prior estimate (increased for inflation) for the burial of the power lines is well within the budget available for the project.

We acknowledge that the upfront costs of burying the power lines will be borne by the Project and that the fifty percent project reimbursement timeline will begin following the completion of reimbursements already due to the City for projects that have already occurred. We request that any reimbursement of funds associated with the South Main project will be utilized for future USC/City partnership projects, including but not limited to future phases of the South Main corridor, as we continue to work together on enhancements that are mutually beneficial.

Thank you for your consideration of this request. Should you have any questions during your deliberations, please contact me at 803-777-1184.

Sincerely,

Derek Gruner

Maintenance Agreement & Contract
Between the
South Carolina Department of Transportation,
The City of Columbia,
and the
University of South Carolina

THIS AGREEMENT is made this 18th day of July, 2022, by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT"), the City of Columbia (hereinafter referred to as "City"), and the University of South Carolina (hereinafter referred to as "USC") (collectively "the Parties") for the below described Project.

WITNESSETH THAT:

WHEREAS, the Parties have agreed to improve the corridor along Main Street from Pendleton Street to Blossom Street (hereinafter referred to as "Corridor") by providing for various aspects of streetscaping, landscaping, and other improvements in the Corridor (hereinafter referred to as "Project"); and

WHEREAS, SCDOT and USC have entered into a separate agreement (hereinafter "FPA") that governs responsibilities associated with the design, construction, and finances associated with the Project; and

WHEREAS, this Project will incorporate improvements and enhancements that do not fall within SCDOT's normal maintenance standards; and

WHEREAS, the FPA expressly contemplates that SCDOT, City, and USC enter into a separate agreement addressing and allocating the responsibility for long-term maintenance of certain items and areas within the Corridor that will not be the responsibility of SCDOT; and

WHEREAS, SCDOT, City, and USC want to enter into this Agreement to grant a continuous license to City and USC to enter SCDOT's right-of-way to conduct maintenance of the non-standard improvements and enhancements associated with the Project; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, City is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out its functions covered under this Agreement; and

WHEREAS, USC is an agency of the State of South Carolina with the power to contract as a necessary and incidental power to carry out its functions covered under this Agreement; and

WHEREAS, City and USC have agreed to undertake maintenance responsibilities for the non-standard improvements and enhancements described herein;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT, City, and USC do hereby agree as follows:

I. PROJECT DESCRIPTION:

This Agreement is for the maintenance of enhancements and special features incorporated into the South Main Street Widening Project to include: bus shelters, bike racks, landscaping to include plants and trees, irrigation systems, crosswalk surface treatment, parking meters, lighting and light fixtures, garbage containers, sidewalks, bike lanes, benches, and hardscapes. The scope of this Agreement covers South Main Street (S-3054) from Pendleton Street (S-174 / Local) to Blossom Street (US 21 S).

Maintenance of the lighting system will be perpetual with the total cost, including operational cost, being the responsibility of City. SCDOT shall incur no costs. City will have sole responsibility for periodic inspections to determine that all luminaries are operational. All maintenance will be performed in such a manner as to provide for the safe, orderly, and efficient flow of traffic and in conformity with SCDOT traffic control guidelines.

EXHIBIT "A," attached hereto and specifically made a part of this Agreement, represents additional Project details and a map depicting the Project area.

Maintenance is defined as the preservation of the functionality and appearance of the improvements and enhancements.

II. PERIOD OF PERFORMANCE:

The effective date of this Agreement is the date of execution by the Parties hereto. The Parties' obligations hereunder shall commence upon SCDOT's completion of the Project, unless circumstances dictate that maintenance of certain areas or items be commenced prior to completion of the Project; for instance, responsibilities for one block of the Corridor may begin upon completion of work on that single block. This Agreement will remain in effect unless terminated pursuant to Section VII. f.: Termination.

III. SCDOT WILL:

- a. Assign an SCDOT employee to serve as liaison and contact between the Parties hereto.
- b. Maintain the roadway, with the exception of crosswalk surface treatments, in the Corridor.
- c. Assist City and USC in the preparation and securing of appropriate Encroachment Permits.

- d. Grant to City and USC licenses to enter onto SCDOT right-of-way at the area identified by the Encroachment Permits. The purpose of these licenses to enter is limited to routine maintenance to the improvements and enhancements identified herein. Such entry will be limited to the scope of work identified in the Encroachment Permits. No additional encroachment beyond that contemplated by the original Encroachment Permits is allowed. If additional maintenance, enhancement, or beautification efforts, different from the original scope of work identified in the Encroachment Permits, is requested, the requestor will be required to submit a new Encroachment Permit identifying the new scope of work. Entry onto SCDOT right-of-way pursuant to this Agreement requires notice to SCDOT.
- e. Conduct all necessary maintenance activities as set forth on Exhibit A.

IV. CITY WILL:

- a. Secure appropriate Encroachment Permits.
- b. Conduct all necessary maintenance activities as set forth on Exhibit A.
- c. Post all necessary traffic control devices and take all necessary precautions in conformance with SCDOT traffic control standards and as required by SCDOT along SCDOT right-of-way prior to and during the performance of any maintenance efforts.
- d. Within the limitations of the South Carolina Tort Claims Act (S.C. Code Sections 15-78-10 *et seq.* (as amended)), City will be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on City's part, or the part of any employee or agent of City in performance of the work undertaken under this Agreement.
 - 1. Pursuant to S.C. Code Section 57-5-140 (2006), SCDOT shall not be liable for damages to property or injury to persons, as otherwise provided for in the South Carolina Tort Claims Act, as a consequence of any negligence by City in performance of maintenance work by City.
- e. Insert an indemnification clause into all contracts with contractors and subcontractors which requires the contractor and subcontractor to indemnify and hold harmless City, USC, the State of South Carolina, and SCDOT from any liability, claims, or damages which may arise from the performance of work on or within SCDOT right-of-way.

V. USC WILL:

- a. Secure appropriate Encroachment Permits.
- b. Conduct all necessary maintenance activities as set forth on Exhibit A.

- c. Permits shall be obtained after the Project is complete and before incorporation into the state system, if not already included in the state system.
- d. Post all necessary traffic control devices and take all necessary precautions in conformance with SCDOT traffic control standards and as required by SCDOT along SCDOT right-of-way prior to and during the performance of any maintenance efforts.
- e. Within the limitations of the South Carolina Tort Claims Act (S.C. Code Sections 15-78-10 *et seq.* (as amended)), USC will be responsible for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on USC's part, or the part of any employee or agent of USC in performance of the work undertaken under this Agreement.
- f. Insert an indemnification clause into all contracts with contractors and subcontractors which requires the contractor and subcontractor to indemnify and hold harmless USC, City, the State of South Carolina, and SCDOT from any liability, claims, or damages which may arise from the performance of work on or within SCDOT right-of-way.

VI. FUNDING:

- a. City and USC are responsible for funding their respective maintenance activities described by this Agreement. SCDOT will not fund these maintenance activities.

VII. GENERAL:

- a. DISPUTES. All claims or disputes shall be filed with the SCDOT District Engineering Administrator. All Parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the District Engineering Administrator, the Parties may appeal the claim or dispute to the appropriate SCDOT Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for all Parties to the extent allowable by law.
- b. NOTICES. All notices and other correspondence will be officially delivered as follows:
 - 1. As to SCDOT:
 - South Carolina Department of Transportation
 - SCDOT – District 1
 - Richland County Resident Maintenance Engineer
 - 7201 Fairfield Rd.
 - Columbia, SC 29203
 - 2. As to City of Columbia:
 - City of Columbia
 - Robert Anderson - Director of Public Works
 - 2910 Colonial Drive
 - Columbia, SC 29223

3. As to University of South Carolina:

Director of Facilities Planning, Design & Construction
Tom Opal, PE
1300 Pickens Street
Columbia, SC 29208

- c. COMPLIANCE WITH LAWS. The Parties hereto agree to conform to all of the SCDOT, State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.
- d. AMENDMENTS. City and USC, or their authorized agents, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the period of performance of this Agreement for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, and amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplement, modification, or amendment has been agreed to in writing by all Parties hereto.
- e. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- f. TERMINATION. This Agreement may be terminated by SCDOT as to the defaulting Party in the event of substantial failure by either City or USC to properly maintain the improvements and enhancements incorporated into this Project. In the event of Termination, the defaulting Party shall be responsible for any cost associated with SCDOT performing the required maintenance or removing the special features of nonstandard improvements and enhancements from SCDOT's right-of-way.

The allocation of maintenance obligations for the identified items will terminate with the removal of an item being maintained upon mutual agreement of the Parties.
- g. FUTURE CONSTRUCTION PROJECTS. City and USC acknowledge SCDOT's resurfacing program and other construction programs do not account for the cost of protecting or replacing improvements and enhancements. These costs are the responsibility of City or USC. SCDOT will notify City and USC prior to resurfacing or construction and provide a time period for City and USC to provide the additional funding for one of the following:
 - 1. The additional cost to protect the improvements and enhancements; or
 - 2. The cost for SCDOT to replace the improvements and enhancements.

Failure of City or USC to provide the additional funding within the time period specified by SCDOT will result in SCDOT's milling and resurfacing the improvements and enhancements or removing the improvements and enhancements. City and USC may replace the improvements and enhancements at their expense after resurfacing or construction by obtaining necessary Encroachment Permits from SCDOT after resurfacing is complete.

VIII. SUCCESSORS AND ASSIGNS.

- a. SCDOT, City, and USC each bind themselves, their respective successors, executors, administrators, and assigns to the others with respect to these requirements, and also agrees that no Party shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other Parties.
- b. This Agreement is made and entered into for the sole protection and benefit of SCDOT, City, USC, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement.

IX. EXECUTION IN COUNTERPARTS.

- a. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

X. ENTIRE AGREEMENT.

- a. This Agreement with attached Exhibit(s) and/or Certification constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature Blocks on Next Page]

MAI 23-21

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Tisha Watson
Witness

CITY OF COLUMBIA

By: Cheresa B. Wilson
(Signature)

Title: City Manager

APPROVED AS TO FORM
7.5.2022
Legal Department City of Columbia, SC

Christie McLeod
Witness

UNIVERSITY OF SOUTH CAROLINA

By: [Signature]
(Signature)

Title: CAMERON HOWELL
ACTING SECRETARY, UNIVERSITY OF S.C.
APR 13 2021

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Marie McBracarsaid
Witness

By: [Signature]
Deputy Secretary for Engineering or
Designee

RECOMMENDED BY:

[Signature]
Deputy Secretary or Designee

REVIEWED BY:

[Signature]
Title: Program Manager

MAI-23-21

EXHIBIT A

MAI 23-21

EXHIBIT A**S. Main Street Streetscaping Improvements: Maintenance Tasks**

Item	Category	Maintenance Responsibility
Concrete Sidewalk	Concrete Items	SCDOT
Landscaping - Trees	Landscaping	USC
Landscaping	Landscaping	USC
Irrigation	Landscaping	USC
Irrigation: Water Use	Landscaping	City
Landscape Drainage	Landscaping	USC
Curb and Gutter	Roadway Items	SCDOT
Pavement Marking - White	Roadway Items	SCDOT
Concrete Medians	Roadway Items	SCDOT
Drainage for Roadway	Roadway Items	SCDOT
Pavement Marking- White	Signal, Signage and Striping	SCDOT
Signals	Signal, Signage and Striping	City
Required Roadway Signage	Signal, Signage and Striping	SCDOT
Additional Signage	Signal, Signage and Striping	City
Parking Meters	Special Items	City
Bollards	Special Items	City
Lighting	Street Furniture	City
Bike Racks	Street Furniture	City
Benches	Street Furniture	City
Trash Cans	Street Furniture	City

MAI 23-21

South Main Street Streetscape Project Area



SCE&G - FRANCHISE AGREEMENT

Section 11

A. The City may require the Company to provide underground or other non-standard service to existing electric customers including the use of special equipment or facilities or the use of special landscaping, screening, or re-routing of facilities within the municipal limits of the City (Non-Standard Service). The cost of Non-Standard Service is defined as those costs which exceed the costs of standard service under approved tariffs.

B. Costs for Non-Standard Service projects shall be defrayed by amounts in a Non-Standard Service Fund (the NSS Fund) which shall be jointly funded by the Company and the City as provided for in Section 11 D and E below. The Company shall be required to undertake Non-Standard Service projects only to the extent that balances designated to the fund are reasonably projected to be adequate to cover the costs of the projects as they are incurred.

C. The amounts designated for the NSS Fund shall be used exclusively to defray the reasonable and necessary costs of planning, designing, permitting and constructing the electric utility projects involving Non-Standard Service.



D. Each year the Company shall designate the greater of \$500,000 or the Company's gross revenue from electric services subject to the franchise fee multiplied by fifty basis points (0.50%) to the NSS Fund (the "Company Match"). This designation shall occur simultaneously with the payment of the franchise fee for the year in question and shall be in addition to the franchise fee. The Company Match funds shall remain on deposit with the Company and be paid out by the Company on a one-to-one basis with the City Match (as defined below) as needed to defray costs of Non-Standard Service. Unexpended amounts of the Company Match not used in a given year shall remain available to the NSS Fund. After the fifth year, the amount of the Company Match available to the NSS Fund shall never exceed the sum of the matches for the most recent five (5) years.

SCE&G - FRANCHISE AGREEMENT

(Section 11 Continued)

E. Each year the City shall designate the greater of \$500,000 or the Company's gross revenue from electric services subject to the franchise fee multiplied by fifty basis points (0.50%) to the NSS Fund (the "City Match"). The City Match funds shall remain on deposit with the City and be paid out by the City on a one-to-one basis with the Company Match as needed to defray the costs of Non-Standard Service. Unexpended amounts of the City Match not used in a given year shall remain available to the NSS Fund. After the fifth year, the amount of the City Match available to the NSS Fund shall never exceed the sum of the matches for the most recent five (5) years. The City may provide funds for a NSS project in advance of when a City Match would otherwise be due pursuant to this Section 11 E. (the "Advance Funds"). In that event, the Company will pay the Company Match (in an amount not to exceed the Advanced Funds) directly to the City at the time such Company Match is due pursuant to Section 11 D. If the Company match is greater than the balance of any Advanced Funds, then the Company, after paying an amount equal to the Advanced Funds directly to the City, will designate the remainder to the NSS Fund.

F. For any Non-Standard Service project involving more than twenty-five (25) existing customers, the City may designate a special franchise fee district wherein Non-Standard Service will be provided, and at its option may conduct a referendum or petition in that district to determine whether the project should go forward. Upon approval, a special franchise fee surcharge, will be applied to the electricity accounts of all customers within the boundaries of the special franchise fee district. However, the total of such special franchise fee surcharge, the franchise fee in Section 9A and any other fee provided for in Section 9 will not exceed 7% of a customer's total bill for electricity.

SCE&G - FRANCHISE AGREEMENT

(Section 11 Continued)

G. The special franchise fee surcharge will be applied beginning with the commencement of the project for a definite time not to exceed ten (10) years. Proceeds will first be used to reimburse the Company for any funds advanced for the special district Non-Standard Service project, including interest at the Company's weighted average cost of capital as filed with the SCPSC. Any proceeds in excess of the amounts due to the Company to reimburse advances shall first be used to reimburse the City for any advances made for the special district Non-Standard Service project, with interest as established by the Company's approved cost of capital, and second, to reimburse the NSS Fund for any payments made for the cost of the special district Non-Standard Service project. Remaining proceeds shall be deposited in a special fund from which further costs of the special district Non-Standard Service project will be paid.

H. All Non-Standard Service projects shall conform to good utility practices as to reliability and safety and shall be mutually agreed upon by the City and the Company, such agreement to be evidenced by execution of a letter of agreement.

I. The City shall use its efforts to acquire all necessary rights-of-way, transformer sites, or other use and access rights for Non-Standard Service projects. Within three (3) months of completion of an overhead to underground conversion project, the Company shall remove overhead facilities and the City will require other utilities to remove their facilities from the Company's poles and shall require property owners to connect to underground service.

MEMORANDUM

TO: Robert C. Dickinson, District Engineer Administrator

FROM: Travis G. Jolly, Resident Construction Engineer

DATE: September 1, 2022



Travis Jolly
2022.09.01
12:47:54 -04'00'

RE: Project No. P029873
S-3054 South Main Streetscape
Enhancement Project
Richland County

Dominion Distribution has submitted updated costs for the relocation of their existing electrical facilities within the proposed construction limits on the above referenced project. Dominion is being requested to move their current facilities underground where possible; therefore a Non-Standard Service Fund Agreement has been coordinated between The City of Columbia and Dominion to pay for the self-performed portion of their relocation. In accordance with this agreement, the City of Columbia will compensate Dominion Energy for utility relocations, and will request reimbursements from the Department.

In-Contract services have also been requested and agreed upon where the new Dominion facilities cross the South Carolina Department of Administration tunnel at six locations within the project limits.

Attached is CECS' recommendation for the Non-Standard Service Fund Agreement and supporting correspondence, including a copy of the unsigned agreement which has an estimated cost of \$4,294,891.

This revised agreement is being submitted to update the costs of this work due to inflation that has occurred since the original submittal in 2020. Approval of this revised/updated plan is recommended, but if there are any concerns, please let me know.

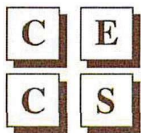
TGJ:tgj

Attachment

File: D1/Richland/TGJ

EC: Jay Clingman, D1 Utility Coordinator
Derek Frick, ADCE





**Civil Engineering
Consulting Services, Inc.**

MEMORANDUM

TO: Mike Barbee – Director for Rights of Ways

FROM: Theresa Hodge – CECS Utility Coordinator

DATE: August 3, 2022

RE: SCDOT ID: P029873
South Main Streetscape (S-3054)

DEA Reviewed: Robert Dickinson _____

RCE Concurred: Travis Jolly _____

Travis Jolly
2022.09.01 12:48:12 -04'00'

DOMINION ELECTRIC DISTRIBUTION (package 15 amendment)

Enclosed is the: Agreement ___ Encroachment ___ MOA ___ No Cost Letter ___
No Conflict Letter ___ Other x ___:

Whereas the package for Dominion Energy was submitted to SCDOT in July of 2020 and cost increases have occurred. This amendment (for Dominion Energy Distribution Package 15. Submittal) is to document the revised cost information:

- Agreement for relocation services and other work related to the project (revised).

Dominion Distribution is being requested to underground facilities as a result of this project (and for safety reasons); hence falling under the Non-Standard Service Fund Agreement.

Please contact me at 803-779-0311 Ext 224 should you have any additional questions.

File 18-040



AGREEMENT FOR RELOCATION SERVICES AND OTHER WORK IN PROGRESS

This Agreement for Relocation Services and Other Work in Progress (“Agreement” or “OWIP”) is entered into and effective this ____ day of ____, 2022, by and between **Dominion Energy South Carolina Inc.**, a corporation organized and existing under the laws of the State of South Carolina (“**DESC**”), and the **City of Columbia**, a body politic and corporate and a political subdivision of the State of South Carolina (“**City**”). DESC and City may each hereinafter be referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, DESC has constructed and maintained overhead electric distribution facilities along S. Main Street from Pendleton Street to Blossom Street in Richland County, City of Columbia, South Carolina (“Overhead Facilities”); and

WHEREAS, City is implementing road and other street improving projects, which include improvements along S. Main Street from Pendleton Street to Blossom Street (“S. Main Street Project”); and

WHEREAS, in connection with the S. Main Street Project, the City has requested that DESC relocate and convert the Overhead Facilities to non-standard underground electrical distribution facilities (“Non-Standard Service Project”); and

WHEREAS, DESC and the City entered into a Franchise Agreement approved by Ordinance No. 2002-009 dated March 13, 2002, included as Exhibit A to the Conveyance Agreement by and between South Carolina Electric & Gas Company and the City of Columbia, South Carolina dated as of February 20, 2002 (the “Franchise Agreement”) containing provisions in Section 11 of the Franchise Agreement for the construction, financing and payment for Non-Standard Service projects; and

WHEREAS, DESC is willing to undertake the Non-Standard Service Project requested by the City and advance the costs of the Non-Standard Service Project; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the responsibilities of the Parties relating to the Non-Standard Service Project.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, DESC and the City mutually agree as follows:

- A. The Non-Standard Service Project is defined as the conversion of DESC’s Overhead Facilities to non-standard underground electrical distribution facilities along S. Main

Street from Pendleton Street to midblock south of Greene Street and the relocation and replacement of overhead facilities from that point south of Greene Street to Blossom Street (“S. Main Street Project”) as depicted on DESC drawings D-83595 Sheets 1-5, attached hereto and made a part hereof, and any changes or amendments thereto (“DESC Drawings”). There are six duct bank tunnel crossings depicted on drawings 1 and 2. Those crossings shall be installed by the roadway contractor as specified on the drawings at no cost to DESC. Any significant changes in the Non-Standard Service Project that will affect the cost of the Non-Standard Service Project shall be made pursuant to a change order signed by the City and DESC and reflected in changes to the DESC Drawings. This Non-Standard Service Project may be amended by separate agreement to include municipal street lighting as agreed to by both parties. In the absence of such amendment, DESC shall have no obligation for municipal street lighting under this OWIP, and any new lighting within the Non-Standard Service Project area must be provided pursuant to a separate agreement between the Parties consistent with DESC’s approved tariffs. The Non-Standard Service Project does not include any customer service connections or electrical work that will be required to connect customers to DESC’s underground electrical distribution facilities following completion of the Non-Standard Service Project.

- B. Cost of the Non-Standard Service Project is defined as the actual costs charged to and accumulated in DESC’s OWIP Job Order No. 023079. These costs include, *inter alia*, DESC’s labor, contract labor, materials and supplies, switching equipment, storeroom, transportation, miscellaneous traffic control, engineering, administration, engineering and administration overhead, design and redesign, if any, and DESC’s cost of capital.
1. The Parties acknowledge and agree that the following table is an estimate of the cost of the Non-Standard Service Project. The Parties acknowledge and agree that the total actual cost of the Non-Standard Service Project will be different, and the final, total cost of the Non-Standard Service Project is based on the actual costs charged to and accumulated in DESC’s OWIP Job Order No. 023079.

Labor	\$2,849,829
Payroll	\$94,735
Materials	\$679,842
Transportation	\$92,980
Engineering & Admin. Overheads	\$315,233
AFUDC	\$220,008
Removals	\$42,264
Total	\$4,294,891

2. The cost of the Non-Standard Service Project does not include any service installations or electrical work that will be required to connect customers to DESC's electric distribution facilities following the completion of the Non-Standard Service Project. Customer connection points are specified on DESC

Drawings. DESC will make the final terminations at the defined connection points as part of the Non-Standard Service Project. All other conversion work, including underground electric service installation and customer lighting, is the responsibility of the City. The service voltage supplied by DESC following the completion of the Non-Standard Service Project shall be at DESC's discretion and may be different from the existing service voltage currently supplied at each location. DESC will provide City with current voltage and available future voltage for each customer.

3. DESC agrees to provide engineering support to determine service connection requirements; provided, however, DESC's engineering expenses to determine such requirements will be charged to DESC's OWIP Job Order No. 023079 in order to accumulate the actual cost of the Non-Standard Service Project.
4. The estimate for the cost of the Non-Standard Service Project does not include the cost to resurface the roads under construction. The estimate does include the cost of an asphalt patch over the new duct bank, but it is understood that any required repaving will be done by other parties as part of the streetscape project. In addition, there are six duct bank tunnel crossings that will be the responsibility of the roadway contractor and installed at no cost to DESC.
5. The City shall pay for the Non-Standard Service Project as costs are incurred as provided for in Section 11(E) ("Advanced Funds") of the Franchise Agreement. Actual accumulated costs will be billed monthly by DESC to the City. Final invoice reconciliation at project completion will be based on actual costs. DESC shall provide a full and detailed accounting of the costs to date of the project with each invoice. Should the City default on a payment associated with this Non-Standard Service Project, DESC will reserve the right to cease construction and withhold an equal amount from the next scheduled franchise payment.

C. Obligations of the Parties

1. If necessary, the City shall use its efforts to acquire all necessary rights-of-way, permits, equipment locations, or other use and access rights for the Non-Standard Service Project as stated in the Franchise Agreement. DESC is not responsible for proceeding with the project if permits, rights-of-way, equipment locations and access rights cannot be provided by City. In the event DESC is ever required by the City or a third party to relocate the facilities installed as part of the Non-Standard Service Project, the City agrees to provide acceptable relocation areas, satisfactory easements and pay all costs associated with the relocation. Should the City fail to pay any costs associated with a relocation, DESC will reserve the right to withhold an equal amount from the subsequent scheduled franchise payment to the City. Acceptability of future relocation areas shall be determined solely by DESC.

Any required permits shall include the relocation provision stated above.

2. Within three (3) months following completion of the Non-Standard Service Project, the City shall require all electric customers to connect to DESC's underground electric distribution facilities. DESC will notify the City as phases of the Non-Standard Service Project are completed. The City will notify each customer in the Non-Standard Service Project area about the connection requirements and how the cost of connection will be covered.
3. Within three (3) months of all electric customers connecting to DESC's underground electric distribution facilities, DESC shall remove all its overhead electrical distribution facilities and remove poles when fully vacated or when, in DESC's sole opinion, it is legally permissible to do so, whichever occurs first. Each Party shall act within its legal authority to require other utilities to remove their facilities from DESC's poles at no cost to DESC. DESC will provide notice to other utility companies of the relocation of DESC's facilities from overhead to underground and provide notice to all other utilities occupying the poles to vacate the poles, within lawful and/or within contractual authority; however, DESC is not responsible for any costs associated with delays caused by the failure of other companies located in the Non-Standard Service Project area to convert their facilities to underground and remove their overhead facilities.
4. As a condition precedent to the Parties' mutual obligations under this Agreement, the Non-Standard Service Project must first be approved by all Federal, State and Local entities having jurisdiction over the Project.

D. Miscellaneous

1. DESC shall, at all times, maintain ownership of any and all facilities specified by DESC whether installed by DESC or a contractor working for the City or DESC.
2. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon: personal delivery to the Party to whom they are addressed; or, if sent via e-mail or facsimile to the facsimile number or email address indicated below; or, if mailed to the address indicated below, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified; or, if sent by nationally recognized overnight courier, the date when signed for at addressee's residence or place of business and addressed to each Party at the following address:

DESC**City of Columbia**

Attn: William J. Turner, VP Operations	Attn:
2392 West Aviation Avenue	
MC-CH31	
North Charleston, SC 29406	
Email: william.turner@dominionenergy.com	
Facsimile: (843) 933-7693	

3. NEITHER PARTY NOR ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, OR AFFILIATES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR FOR THE LOSS OF PROFIT OR PRODUCTION, LOSS OF USE, COSTS OF CAPITAL, INTEREST ON LOANS, COST OF PURCHASED OR REPLACEMENT POWER, FUEL COSTS, LOSS OF PRODUCTIVITY, OR CLAIMS OF CUSTOMERS RELATED TO ANY CAUSE OF ACTION UNDER THIS AGREEMENT OR ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER SUCH CAUSE OF ACTION IS BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, OR OTHERWISE.
4. DESC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT.
5. No assignment of this Agreement, in whole or in part by the City, will be made without the prior written consent of DESC, such consent to be at DESC's sole discretion.
6. This Agreement may not be amended except by written agreement signed by an authorized representative of each party.
7. Each party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.
8. This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the Parties themselves.
9. This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

10. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

City of Columbia

Dominion Energy South Carolina Inc.

By: _____

By: _____

Print Name: _____

Print Name: William J. Turner, III

Its: _____

Its: General Manager – Electric Operations



South Main Street Maintenance Agreement

Partnership with the City, SCDOT and USC

Summary

The City of Columbia has entered into an agreement with the South Carolina Department of Transportation (SCDOT) and the University of South Carolina (USC) concerning the improvements along the corridor of Main Street from Pendleton Street to Blossom Street. This project will incorporate improvements and enhancements that do not fall within SCDOT's normal maintenance standards. The City and USC agree to address and allocate the responsibilities for long-term maintenance of certain items.

This agreement is for the maintenance of enhancements and special features incorporated into the South Main Street Widening Project to include: bus shelters, bike racks, landscaping to include plants and trees, irrigation systems, crosswalk surface treatment, parking meters, lighting and light fixtures, garbage containers, sidewalks, bike lanes, benches and hardscapes. Maintenance of the lighting system will be perpetual with the total cost, including operational cost, being the responsibility of the City.

Responsibilities

USC has agreed to be responsible for the maintenance of landscaping, fencing and irrigation. The City has agreed to be responsible for maintenance of parking meters, lighting and light fixtures, and garbage containers. A complete list of maintenance task responsibilities is to the right.

S. Main Street Streetscaping Improvements: Maintenance Tasks

Item	Category	Maintenance Responsibility
Concrete Sidewalk	Concrete Items	SCDOT
Landscaping - Trees	Landscaping	USC
Landscaping	Landscaping	USC
Irrigation	Landscaping	USC
Irrigation: Water Use	Landscaping	City
Landscape Drainage	Landscaping	USC
Curb and Gutter	Roadway Items	SCDOT
Pavement Marking - White	Roadway Items	SCDOT
Concrete Medians	Roadway Items	SCDOT
Drainage for Roadway	Roadway Items	SCDOT
Pavement Marking- White	Signal, Signage and Striping	SCDOT
Signals	Signal, Signage and Striping	City
Required Roadway Signage	Signal, Signage and Striping	SCDOT
Additional Signage	Signal, Signage and Striping	City
Parking Meters	Special Items	City
Bollards	Special Items	City
Lighting	Street Furniture	City
Bike Racks	Street Furniture	City
Benches	Street Furniture	City
Trash Cans	Street Furniture	City



Map of Project Area

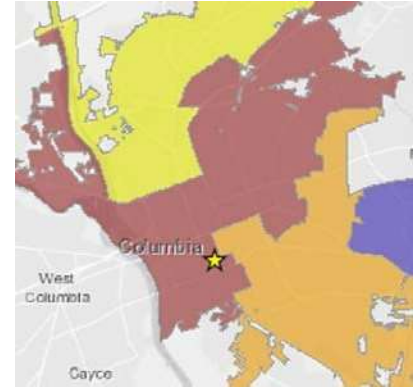


South Main Street OWIP Agreement

Partnership with the City, SCDOT, USC, and Dominion

Background

As part of the Franchise Agreement with Dominion, the City and Dominion have the ability to jointly designate projects as Non Standard Service Fund (NSSF) projects. Doing so results in the City and Dominion effectuating a 50/50 cost share associated with the costs to underground electrical utility for the designated project. Said costs are paid by the City upfront, with repayment being made annually based on a pre-determined formula contained in the franchise agreement. The City and Dominion have successfully partnered on many projects throughout Columbia for a combined project cost for undergrounding utilities around \$38M to date. The South Main Street Streetscape project is being recommended for a NSSF project.



Project

The South Main Street Streetscape project is a collaboration between the City of Columbia, USC and SCDOT. The project includes improvements along the corridor of Main Street from Pendleton Street to Blossom Street to include wider sidewalks, bike lanes, benches, landscaping, lighting and bike racks. Water and sewer lines will be renewed within the project footprint. The general contractor for the project is AOS Specialty Contractors, Inc. Undergrounding the overhead power will be done separately by Dominion. Construction cost for the streetscape project is \$ 19,414,909.37. Estimated cost for undergrounding power is \$4,294,891. The project is ready to proceed forward with construction, thus is ready to be confirmed as a NSSF project by the City and Dominion. The project Maintenance Agreement has been executed.

Labor	\$2,849,829
Payroll	\$94,735
Materials	\$679,842
Transportation	\$92,980
Engineering & Admin. Overheads	\$315,233
AFUDC	\$220,008
Removals	\$42,264
Total	\$4,294,891

Requirements

In accordance with the NSSF section of the franchise agreement, the Other Work in Progress (OWIP) agreement must be executed between the City and Dominion for project expenditures to qualify for reimbursement. The City will be required to fund the undergrounding of power and request reimbursement from SCDOT. SCDOT has agreed to partner with the City and has confirmed funds are available for the full amount of the project, to include the costs

associated with undergrounding utilities. Dominion will bill the City for work performed on a periodic basis (monthly or bi-monthly), at which time the City will process payment and request reimbursement from SCDOT for the amount of the invoice. This same method was utilized successfully for the N Main Streetscape project. As invoices are received, the City will make payment, invoice SCDOT and SCDOT will then process payment back to the City prior to the next invoice being received for work performed. In addition, at a future date per the terms of the franchise agreement, Dominion will provide payment back to the City for 50% of the cost of the work. This payment occurs annually until all funds associated with reimbursement for NSSF projects have been repaid.

Map of Project Area





We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Change Order #4 for Project SS733702; East Rocky Branch Improvements Phase II, as requested by Columbia Water on December 6, 2022. Award to S. J. Louis Construction in the amount of \$2,977,777.09 and to extend the contract term to October 31, 2023. This firm is located in Rockville, MN.

REQUISITION NO.: P185379

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects-Capital Project Costs (5529999-SS733702-658650). The original budget amount is \$17,839,800.00. The budget amount for this change order is \$2,977,777.09. The total revised budget amount is \$20,817,577.09.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

Construction Change Order #4 is requested to provide funding for additional efforts related to flood event cleanup, revised trenchless crossing methods, railroad construction fees, SCDOT permit requirements and cost of material increases. The project includes the upsizing of existing piping for approximately 4,500 linear feet with new 36" diameter gravity sewer and for approximately 2,700 linear feet with new 42" diameter gravity sewer all located along Rocky Branch. The project begins at the intersection of Main Street and Whaley Street and terminates at the connection to the existing 60" gravity line located near the Vulcan quarry along the Congaree River.

ATTACHMENTS:

- **#a:** SS733702 CO#4 MTrag Memo (PDF)
- **#b:** PO Mod-CO#4 SS733702 East Rocky Branch Ph.II-S.J. Louis Constr_ (PDF)
- **#c:** SS733702 - Change Order No. 4 - Engineer Recommendation 12 19 22 (PDF)
- **#d:** CO#4 SS733702 East Rocky Branch Ph.II-S.J. Louis Const. (PDF)
- **#e:** SS733702 CO4 Backup Documentation



CIP # SS733702
 East Rocky Branch
 Improvements Phase 2
 Change Order #4
 PO# P185379
 December 5, 2022

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and S.J. Louis Construction, Inc (SJ Louis) is requested due to unforeseen conditions requiring additional work to continue construction of the Contract.

Description for Changes: These changes are modifications to the Contract due to changes and unforeseen items as described below. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

1. Change Order Request 010 – Flood Event Cleanup

- During spring and summer of 2022 while working in areas along Rocky Branch Creek near Olympia Avenue, the project was subject to three flash flood events, causing significant damage to the project site with each event. The contractor completed various efforts after each event to repair damaged areas and return the site to a workable condition. In addition to the cost change noted below, this item will add 10 calendar days to the contract schedule.

2. Change Order Request 011 – Olympia Park Trenchless Change in Conditions

- During construction of the trenchless crossing of the abandoned railroad bed located at the eastern end of Olympia Park the contractor encountered rock at elevations that varied significantly from what was expected based upon geotechnical information available at the time of bid. The presence of rock throughout a majority of the trenchless crossing necessitated a change in trenchless methods used to complete the crossing, leading to increased costs for the contractor. In addition to the cost change noted below, this item will add 61 calendar days to the contract schedule.

3. Change Order Request 012 – Silver Street Sewer Services

- While installing sewer along Silver Street in Olympia Park, the contractor discovered several previously unknown sewer service connections to the existing main. Following discussions with the City the contractor was directed to reconnect each service to the new main to ensure uninterrupted service to all adjacent residences. In addition to the cost change noted below, this item will add 4 calendar days to the contract schedule.

4. Change Order Request 015 – NS RR Trenchless Change in Conditions

- During construction of the trenchless crossing of the Norfolk-Southern Railroad bed located between Assembly St and Main St the contractor encountered rock at elevations that varied significantly from what was expected based upon geotechnical information available at the time of bid. The presence of rock

CIP # SS733702
 Change Order #4
 Page 2

throughout a majority of the trenchless crossing necessitated a change in trenchless methods used to complete the crossing, leading to increased costs for the contractor. In addition to the cost change noted below, this item will add 52 calendar days to the contract schedule.

5. Change Order Request 016 – CSX and NS RR Construction Fees

- While tunneling operations took place under the CSX and Norfolk Southern Railroad rights-of-way, each railroad implemented specific requirements for flagging, monitoring, and survey work. Each railroad invoices the contractor for the fees collected and the contractor includes the costs in their applications for payment to the City, invoicing against line item A25. The fees implemented by the railroads exceeded the maximum allowance established at the time of bid for item A25, thereby requiring an increase in the Contract Price to account for the additional charges accrued.

6. Change Order Request 017 – SCDOT Message Boards – Dreyfuss Road

- As part of the detour plan for Dreyfuss Road and Bluff Road, SCDOT required the contractor to establish two message boards for the duration of the detour. The message boards were not an original requirement of SCDOT when the project was permitted and were therefore not included in the bidding requirements given to the contractor.

7. Change Order Request 018 – Asphalt Material Cost Increases

- Over the course of the contract, the contractor has experienced significant material cost increases that could not have been reasonably predicted at the time of the bid. The contractor has requested price adjustments for the following items:
 - i. Item A-17 (Full Depth Asphalt Pavement Repair). Asphalt installed from June 14, 2022 through project completion will be allowed an increase of \$6.18 per SY for an estimated quantity of 3291.92 SY for a total increase of \$20,344.07
 - ii. Item A-18 (Resurface Existing SCDOT Pavement). Asphalt resurfacing installed from June 14, 2022 through project completion will be allowed an increase of \$27.24 per TON for an estimated quantity of 360.50 TONS for a total increase of \$9,820.02

CIP # SS733702
 Change Order #4
 Page 3

Deductions:

TOTAL DEDUCTIONS:	\$ 0.00

Additions:

Item #1 as Described Above	\$ 133,862.33
Item #2 as Described Above	\$ 855,321.22
Item #3 as Described Above	\$ 30,044.93
Item #4 as Described Above	\$ 1,372,269.89
Item #5 as Described Above	\$ 740,698.95
Item #6 as Described Above	\$ 27,667.18
Item #7 as Described Above	\$ 30,164.09
TOTAL ADDITIONS:	\$ 3,190,028.59
TOTAL NET CHANGE:	\$ 3,190,028.59

Funding Source: 5529999-SS733702-658650.

Owner's Contingency Allowance

Original Allowance Total:	\$ 1,621,800.00
Previous Change Orders:	\$ 1,621,800.00 0.00
This Change (Decrease):	\$ 1,621,800.00
Revised Owner's Contingency Allowance:	\$ 0.00

DS 12/15/2022

Proposed Change and Basis for Payment

Original Contract Price:	\$ 16,218,000.00
Previous Change Orders (Increase):	\$ 1,409,548.50
This Change (Increase):	\$ 3,190,028.59
Revised Contract Price:	\$ 20,817,577.09

CIP # SS733702
 Change Order #4
 Page 4

Contractual Completion Dates:

Notice to Proceed: 9/21/2020
 Substantial Completion Date: 7/23/2022
 Final Completion Date: 9/21/2022

Days Added due to CO #1: None
 Days Added due to CO #2: None
 Days Added due to CO #3: 98 days [Substantial Completion] (10/29/2022)
 98 days [Final Completion] (12/28/2022)
 180 Days [Contract Closeout] (06/26/2023)
 Days Added due to CO #4: 127 days [Subst Compl, Final Compl, & Closeout]

Revised Substantial Completion Date: 03/05/2023
 Revised Final Completion Date: 05/04/2023
 Contract Closeout Date: 10/31/2023

This Change is Acceptable:

S.J. Louis Construction, Inc.
 (Mr. Aaron Kellerman)

By: APK
 Title: Project Manager

Recommended for Approval: Alan Cockrell Construction Coordinator
 Alan Cockrell

Recommended for Approval: Tim Sox Sr. Utility Constr. Coordinator
 Tim Sox

Recommend for Approval: Andrea Bolling Deputy Director of Engineering
 Andrea Bolling, P.E.

Recommend for Approval: Clint E. Shealy Asst. City Manager
 Clint E. Shealy, P.E.

Approved: _____ City Manager
 Teresa B. Wilson

APPROVED AS TO FORM

Quinn
 Legal Department City of Columbia, SC
 12/19/2022



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-119 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on December 6, 2022.

ATTACHMENTS:

- **#a:** 2022-119 - Amending Code, Chapter 9 Fire Prevention and Protection, Sec. 9-61 (PDF)

HISTORY:

12/06/22	Columbia City Council	APPROVED ON FIRST READING.
12/20/22	Columbia City Council	DEFERRED

ORDINANCE NO.: 2022-119

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 9, Fire Prevention and Protection, Article IV, Fire Prevention Code, Sec. 9-61, Adoption, is amended to read as follows:

Sec. 9-61. Adoption.

(a) There is hereby adopted by the city council, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2018 2021 Edition of the International Fire Code as adopted and modified by amendment of the South Carolina Building Code Council and published by the International Code Council, Inc., Section 103 and its subsections (enumerated as Sections 103.1, 103.2, and 103.3; 103.4 and 103.41) and 104.7 are expressly excluded from the Code of Ordinances of the City of Columbia.

(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling, unless the code is specifically amended by state law which shall prevail and be controlling.

This ordinance is effective as of final reading.

Requested by:

Krista Hampton; Director of Planning &
Development Services

MAYOR

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: Teresa Knox, City Attorney

SUBJECT: Ordinance No.: 2022-123 - Granting an encroachment to Fort Jackson SAP, LLC for the use of the right of way area of the 4300 block of Fort Jackson Boulevard for the installation and maintenance of one curb cut, sidewalks, landscaping and irrigation adjacent to 4345 Fort Jackson Boulevard, Richland County TMS# 13814-01-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on December 20, 2022.

ATTACHMENTS:

- **#a:** 2022-123 - Fort Jackson Encroachment (PDF)
- **#b:** FortJacksonBlvd encroachment packet (PDF)

HISTORY:

12/20/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-123

Granting an encroachment to Fort Jackson SAP, LLC, for the use of the right of way area of the 4300 block of Fort Jackson Boulevard for the installation and maintenance of one curb cut, sidewalks, landscaping and irrigation adjacent to 4345 Fort Jackson Boulevard, Richland County TMS# 13814-01-03

WHEREAS, Fort Jackson SAP, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 4300 block of Fort Jackson Boulevard for the installation and maintenance of one (1) curb cut, sidewalks measuring approximately six (6') feet in width two hundred thirty (230') feet in length, landscaping and irrigation adjacent to 4345 Fort Jackson Boulevard, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2022, that Grantee is hereby granted the right to use the right of way area of the 4300 block of Fort Jackson Boulevard adjacent to 4345 Fort Jackson Boulevard, Richland County TMS#13814-01-03, for the installation and maintenance of one (1) curb cut, sidewalks measuring approximately six (6') feet in width two hundred thirty (230') feet in length, landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

LEGAL DEPARTMENT DRAFT

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2022-123**



**4300 BLOCK OF FORT JACKSON BOULEVARD
ADJACENT TO 4345 FORT JACKSON BOULEVARD
CURB CUT, SIDEWALKS, LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 4345 Fort Jackson Boulevard
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a curb cut, sidewalks, landscaping and irrigation.
Applicant:	Fort Jackson SAP, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of one (1) curb cut, sidewalks measuring approximately six (6') feet in width two hundred thirty (230') feet in length, landscaping and irrigation adjacent to 4345 Fort Jackson Boulevard, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
----------------	--

City of Columbia

City of Columbia GIS

11.b



Monday, November 28, 2022



GIS, GIS, PDS



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 183



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.		
A completed and signed Application Form		
Letters of Agency for all applications where the applicant is not the owner of the subject property		
Pictures or specification sheet of the items to permanently encroach the Right-of-way		
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Alex Kelly	
Company (if applicable) Fort Jackson SAP LLC	
Address (street, city, state, zip) c/o Stanchion Asset Partners 4725 Piedmont Row Drive Suite 140 Charlotte, NC 28210	
Phone 704.817.3675	Email alex@stanchionap.com

2. Property Information

Address 4345 Fort Jackson Blvd	
Tax Map Reference Number(s) 13814-01-03, 13814-01-02	
Current use Retail, Parking	Proposed use Retail, Parking

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Proposed demolition of existing site and proposed site improvements for new retail building +/- 5500 sf. We are connecting the two adjacent lots with a parking lot, new pavement, landscaping, drainage improvements, sewer, water and fire connection in the right-of-way. Demolition of an existing driveway curb cut and proposed new commercial driveway, new sidewalk in right-of-way and street trees with planting.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☐	☐
Location of lots and outlets (numbered and area in square feet)	☐	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☐	☐
Location of parking and access/driveways	☐	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☐	☐
Lines upon and abutting subject property	☐	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☐	☐
Section of sidewalk or right-of-way to be used for the encroachment	☐	☐
Proposed placement of permanent items and furnishings on the sidewalk	☐	☐
Proposed placement of permanent items and furnishings in the right-of-way	☐	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☐	☐
North arrow	☐	☐
Scale	☐	☐
Vicinity map (at 1 inch equals 1,000 feet)	☐	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name Alexander G. Kelly	Date 08 / 09 / 2022

PARCEL NO:	13814-01-03 + 13814-01-02
SITE AREA:	±.51 ACRES
CURRENT USE:	RETAIL, PARKING
PROPOSED USE:	RETAIL, PARKING
ZONING:	MU-2
SITE JURISDICTION:	CITY OF COLUMBIA

PROPOSED GROSS FLOOR AREA:
- RETAIL BLDG: ±5,500 SF

BUILDING HEIGHT:
- 60' MAXIMUM

FRONT YARD SETBACK:
- N/A

SIDE YARD:
- 5' MINIMUM

REAR YARD:
- 10' MINIMUM

TRASH/RECYCLING PROVIDED:
- (2) SCREENED TRASH ENCLOSURES

URBAN OPEN SPACE REQUIRED:
 - REQUIRED: COMMERCIAL USE 10% OF SITE AREA
 $\pm 22,341 \text{ SF} \times 10\% = 2,235 \text{ SF OPEN SPACE}$

URBAN OPEN SPACE PROVIDED:
 - PROVIDED: 2,300 SF (REFER TO PLAN FOR LOCATIONS)

SPACES REQUIRED:

- VETERINARY CLINIC: 3 SPACES PER 1,000 SF
17 SPACES REQUIRED (±5,500 SF)

SPACES PROVIDED:

- PROPOSED:	28 SPACES
* (2) ACCESSIBLE SPACES PROVIDED	
(1 IS VAN ACCESSIBLE)	

LOADING SPACES REQUIRED:
- AT LEAST 10,000 SF AND 1

LOADING SPACES PROVIDED:
0 SPACES

SPACES REQUIRED

VETERINARY CLINIC:

- SHORT TERM: 2 SPACES
- LONG TERM: 0 REQUIRED (NO MINIMUM)

SPACES PROVIDED

- SHORT TERM: 4 SPACES (2 RACKS)
- LONG TERM: 0 SPACES

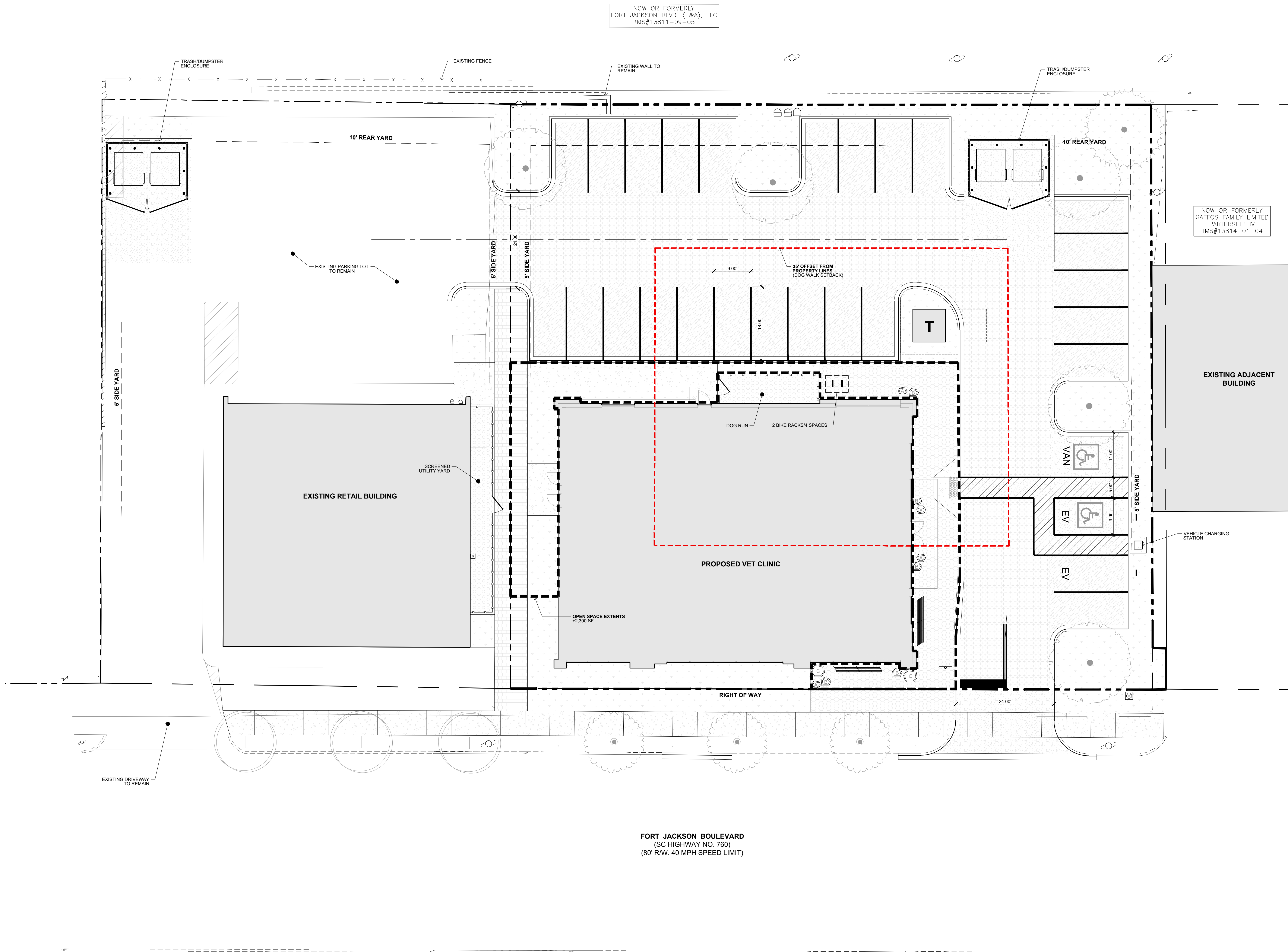
POINTS REQUIRED

- 3 POINTS REQUIRED (NO RESIDENTIAL/MIXED USE 5,000 TO 25K SF)

POINTS PROPOSED

1. LOCATION: DEVELOPMENT ON PREVIOUSLY USED OR DEVELOPED LAND THAT IS NOT CONTAMINATED (SITE RE-USE)
-- 0.50 POINTS
2. PASSIVE SOLAR: ORIENT AT LEAST 25 PERCENT OF NONRESIDENTIAL BUILDINGS WITHIN 20 PERCENT OF EAST-WEST AXIS FOR MAXIMUM SOLAR EXPOSURE
-- 1.00 POINTS (BUILDING IS ORIENTED 100 PERCENT ON EAST-WEST AXIS)
3. VEGETATION: REMOVE ALL LAWN OR TURF IN FAVOR OF GROUND COVER CONSISTING OF PLANT MATERIAL AND MULCH
-- 0.75 POINTS
4. VEGETATION: LIMIT TURF GRASS TO 40 PERCENT OF THE LANDSCAPED AREA
-- 0.25 POINTS
5. TRANSPORTATION: PROVIDE AN ELECTRIC VEHICLE (EV) LEVEL 2 CHARGING STATION THAT IS MADE AVAILABLE TO THOSE USING THE BUILDING
-- 0.75 POINTS

TOTAL POINTS PROPOSED: **3.25 POINTS** (3 POINTS REQ.)



FORT JACKSON BOULEVARD
(SC HIGHWAY NO. 760)
(80' R/W. 40 MPH SPEED LIMIT)



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-128 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park 2222 Main, LLC; TMS #09016-02-06

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:

Economic and Community Development Committee Recommendation: 11/8/22; Approval (3-0) - First reading approval was given on December 20, 2022.

ATTACHMENTS:

- **#a:** 2022-128 - Ordinance Consenting to Inclusion or Property in a MCIP - 2222 Main v1 (003) (PDF)

HISTORY:

12/20/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-128*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
2222 Main, LLC; TMS #09016-02-06*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina ("Fairfield") more particularly known as the I-77 Corridor Regional Industrial Park ("Park"); and,

WHEREAS, the County and Fairfield entered into an agreement governing the Park (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to the Park Agreement, the expansion of the Park's boundaries and the amendment to the Park Agreement is complete on adoption of an ordinance by the County Council of the County and delivery of written notice to Fairfield; and,

WHEREAS, 2222 MAIN, LLC, a Virginia limited liability company, (the "Sponsor"), desires to establish a multi-use commercial venue on parcels located in the City as more particularly described on Exhibit A attached hereto (the "Property," and together with the proposed development, the "Project") consisting of investment in real and personal property of not less than \$30,000,000; and

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Sponsor ("Credit Agreement") to provide Credits against certain of the Sponsor's payments in lieu of taxes with respect to the Project for the purposes of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure; and,

WHEREAS, to grant the Sponsor the full value of the Credit, the County desires to locate the Project in the Park; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, pursuant to the MCIP Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant the MCIP Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2022, that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield, pursuant to the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Sponsor is receiving Credits as a result of inclusion of the Property within the Park.

2. The County's approval, execution and delivery of the Credit Agreement with the Sponsor related to the Project.

3. The Credit Agreement will provide that (a) the Sponsor will make payments in lieu of taxes related to the Project ("FILOT") during the term of the Credit Agreement; (b) the annual payments in lieu of taxes due with respect to the Project will be subject to reduction by the Credit, which is equal to the amount necessary to reduce the payments in lieu of taxes to the amounts and for the periods provided in the Credit Agreement, beginning with the first full year for which the Company owes a payment in lieu of tax with respect to the Project; (c) the City will be entitled to receive a portion of the payments in lieu of taxes as provided in the Park Agreement; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement.

4. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

5. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance.

6. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

LEGAL DEPARTMENT DRAFT

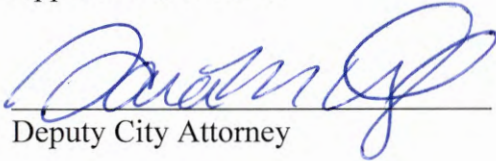
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-128
EXHIBIT A
PROPERTY DESCRIPTION

All that piece, parcel, or tract of land, with the improvements thereon, situate, lying and being on the eastern side of Main Street, between Scott Street and Franklin Street, in the City of Columbia, County of Richland, State of South Carolina, said tract commencing at a point on the easterly margin of Main Street, a distance of eighty-one (81) feet, more or less, north of the intersection of Main Street and Scott Street; thence running north along the eastern side of Main Street for a distance of three hundred twelve and $\frac{9}{10}$ (312.9) feet, more or less, to a point; and, there cornering and thence running east along property now or formerly of W. G. Belser, for a distance of one hundred forty-three and $\frac{3}{10}$ (143.3) feet, more or less, to a point; and there cornering and thence running north for a distance of one hundred twenty-one (121) feet, more or less, along property now or formerly of W. G. Belser, and possibly of others, to a point; and, there cornering and thence running east along property of unknown party a distance of twenty-five (25) feet, more or less, to Gaillard Street, to a point; and there cornering and thence running south along Gaillard Street a distance of one hundred twenty-five (125) feet, more or less, to a point; and, there cornering and thence running east along the dead-end of Gaillard Street, to a point; and there cornering and thence running south along property now or formerly of Conrad Holding Co. for a distance of forty-six and $\frac{6}{10}$ (46.6) feet, more or less, to a point; and there cornering and thence running east along property now or formerly of Conrad Holding Co. for a distance of two hundred seventeen (117) feet, more or less, to a point on the westerly margin of Sumter Street; and, there cornering and thence running south along the western side of Sumter Street for a distance of three hundred forty-three and $\frac{1}{10}$ (343.1) feet, more or less, to a point on the northerly margin of Scott Street; and there cornering and thence running west along Scott Street for a distance of two hundred seventy and $\frac{6}{10}$ (270.6) feet, more or less, to an alley; and, there cornering and thence running north along said alley for a distance of one hundred fifty-five and $\frac{7}{10}$ (155.7) feet, more or less; and there, cornering and thence running west for a distance of ten (10) feet, more or less, to a point; and there cornering and thence running south along said alley for a distance of seventy-five and $\frac{6}{10}$ (75.6) feet, more or less, to a point; and there cornering and running west along property now or formerly of M. O. Youmans for a distance of one hundred forty (140) feet, more or less, to the eastern side of Main Street, being the point of commencement.

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at the southwestern corner of the intersection of Franklin Street and Sumter Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, said lot being Lot No. 4, as shown on plat of property of Ridgewood Development Company, made by Tomlinson Engineering Company, dated July 5, 1938, said lot hereby conveyed being in shape a rectangle measuring on its northern and southern sides one hundred (100) feet, more or less, and on its eastern and western sides two hundred (200) feet, more or less, begin bounded on the north by said Franklin Street; on the east by said Sumter Street; on the south by lot formerly of Ridgewood Development Company, being Lot No. 5 as shown on said plat; and on the west by land formerly of Edgewood Development Company, being Lots Nos. 3 and 9 as shown on said plat.

LEGAL DEPARTMENT DRAFT

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at the southeastern corner of Franklin and Gaillard Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, and measuring and bounding as follows: on the north by Franklin Street and whereon it measures one hundred seventeen (117) feet; on the east by Lot No. 4 on plat hereinafter mentioned and whereon it measures two hundred (200) feet; on the south by Lots Nos. 5 and 10 on plat hereinafter mentioned and whereon it measures one hundred seventeen (117) feet; and on the west by Gaillard Street and whereon it measures two hundred (200) feet; said lot is composed of Lots Nos. 2, 3 and 9 as shown on plat of property surveyed for Wilson Motor Company by Barber, Keels and Associates, Engineers, on April 1, 1952.

ALSO: All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being on the Western side of Sumter Street in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lots 5, 6, 10 and 11 on a plat of property of Edgewood Development Corp. made by Tomlinson Engineering Co., dated July 5, 1938, and recorded in the Office of the Register of Deeds for Richland County in Plat Book K at Page 1. The Lot hereby conveyed is also shown on a plat of property surveyed for Lucile K. Kibler by B. P. Barber & Associates, Inc., dated June 29, 1965. Said lot being bounded and measuring as follows: On the North by Lots 4 and 9 and measuring thereon Two Hundred Seventeen (217) feet; on the East by Sumter Street and measuring thereon One Hundred (100) feet; on the South by Lots 7 and 12 and measuring Two Hundred Seventeen (217) feet; and on the West by Gaillard Street and measuring thereon One Hundred (100) feet.

ALSO: All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being on the west side of Sumter Street, between Jefferson and Franklin Streets, in the City of Columbia, County of Richland, and State of South Carolina, said lot being and embracing Lots 7, 8, 12, and the eastern portion of Lot 13, as shown on plat of property of Edgewood Development Company embracing the same, made by Tomlinson Engineering Company, dated July 5, 1938, and recorded in the Office of the Register of Deeds for Richland County in Plat Book K at Page 1, said lot being a rectangle in shape, beginning on Sumter Street 300 feet South of the intersection thereof with said Franklin Street, and running thence south along said Sumter Street for a distance, in the aggregate, of 97.9 feet, then turning and running westward along lot now or formerly of C. G. Vogell for a distance, in the aggregate, of 217 feet, more or less, then turning and running northward along the remaining portion of said Lot 13 and along an unnamed street for a distance, in the aggregate, of 96.4 feet, more or less, then turning and running along Lots 11 and 6, as shown on said plat, for a distance, in the aggregate, of 217 feet to the point of beginning.

ALSO conveyed by this Deed are the rights and easements, if any, owned on the date of this Deed by Grantors, relating to the use of a strip of land twenty (20) feet in width of, along, and upon the remaining portion of Lot 13 above referred to for all purposes of access, ingress, and egress to and from the premises above described, as is established by an agreement entered into between Charles G. Vogell and B. D. Cullum, which agreement is recorded in the Office of the Register of Deeds for Richland County in Deed Book F.A. at Page 160. This conveyance includes and is subject to,

and Grantee expressly accepts and agrees to be bound by, the rights and obligations, if any, to which Grantors are subject on the date of this Deed established by party wall agreements of record; and particularly the agreement between Charles G. Vogell and B. D. Cullum dated January 30, 1941, and recorded in the Office of the Register of Deeds for Richland County in Deed Book E.Z. at Page 73.

TMS: 09016-02-06

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM FUTURE LAND USE MAP
AMENDMENT, AND INTERIM ZONING MAP
AMENDMENT for 1008 S. Ott Road; TMS#13703-04-04

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2022-127 - Annexing 1008 S. Ott Road, Richland County TMS# 13703-04-04

Council District: 3

Proposal: Request recommendation on assignment of interim land use classification of Urban core Residential Small Lot (UCR-1) and assignment of interim zoning of Residential Mixed district (RM-1), a portion within the Floodplain Overlay District (OV-FP) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.

Applicant: Rosewood Church

Staff Recommendation: Approval

PC Recommendation: 12/08/2022; Approval (7-0)

First reading approval was given on December 20, 2022.

ATTACHMENTS:

- **#a:** ANNEX-2022-0031_Ott1008South_Council_r (PDF)
- **#b:** 2022-127 - Annex 1008 S. Ott Road (PDF)

HISTORY:

12/20/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

December 20, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, INTERIM FUTURE LAND USE MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 1008 S. Ott Road; TMS# 13703-04-04

Council District: 3

Proposal: Request recommendation on assignment of interim land use classification of Urban Core Residential Small Lot (UCR-1) and assignment of interim zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP) with a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.

Applicant: Rosewood Church

Staff Recommendation: Approval

Annexation

PC Recommendation: 12/08/2022; Approval (7-0)

First Reading: 12/20/2022; Pending

Second Reading: 01/03/2023; Pending

ZMA, FLU Confirmation

PC Recommendation: 01/12/2023; Pending

1st Reading: 02/21/2023; Pending

2nd Reading: 03/07/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.31 acres

Current Use: Residential (vacant)

Proposed Use: Residential (vacant)

Reason for Annexation: Stormwater Improvements

Urban Service Area: Donut Hole- Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Interim Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current County Zoning: Residential Multifamily Medium Density (RM-MD)

Proposed City Interim Zoning: Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP).

Census Tract: 26.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. Because this property is vacant with no immediate development plans, the impact on Police services will be minimal.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The property is currently vacant, but should it be developed in the future, the cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. This property is within the Shandon/Rosewood stormwater improvement project area.

Water Customer Care

The property is currently vacant and any future development on the site would mean new customers for Columbia Water. Customers on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole - Primary in the Urban Service Area plan. There are no immediate development plans on this vacant lot, however it is within the Shandon/Rosewood stormwater improvement project area. Both revenue and service needs are expected to be minimal. Tax revenue generated for the City would be **approximately \$17 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole- Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are

areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed interim future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Rosewood Corridor & Neighborhood Plan](#) (2012). As the subject property was not located within the City limits at the time of the planning effort, no specific recommendations for future land use or zoning were made for the property, though the plan did note that the property could be located within the potential neighborhood design overlay area (Ch. 4 Page 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Single Family- Medium Lot (RSF-2) to the North and West. Surrounding parcels in unincorporated Richland County are currently zoned RM-MD to the East and South. A portion of this parcel is within the Floodplain Overlay District (OV-FP).

The proposed City of Columbia interim zoning district is Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP).

Residential Mixed District (RM-1)

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Floodplain Overlay District (OV-FP)

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

STAFF RECOMMENDATION

Staff recommends the assignment of an interim future land use classification of Urban Core Residential Small Lot (UCR-1) and interim zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP), at the time of annexation.

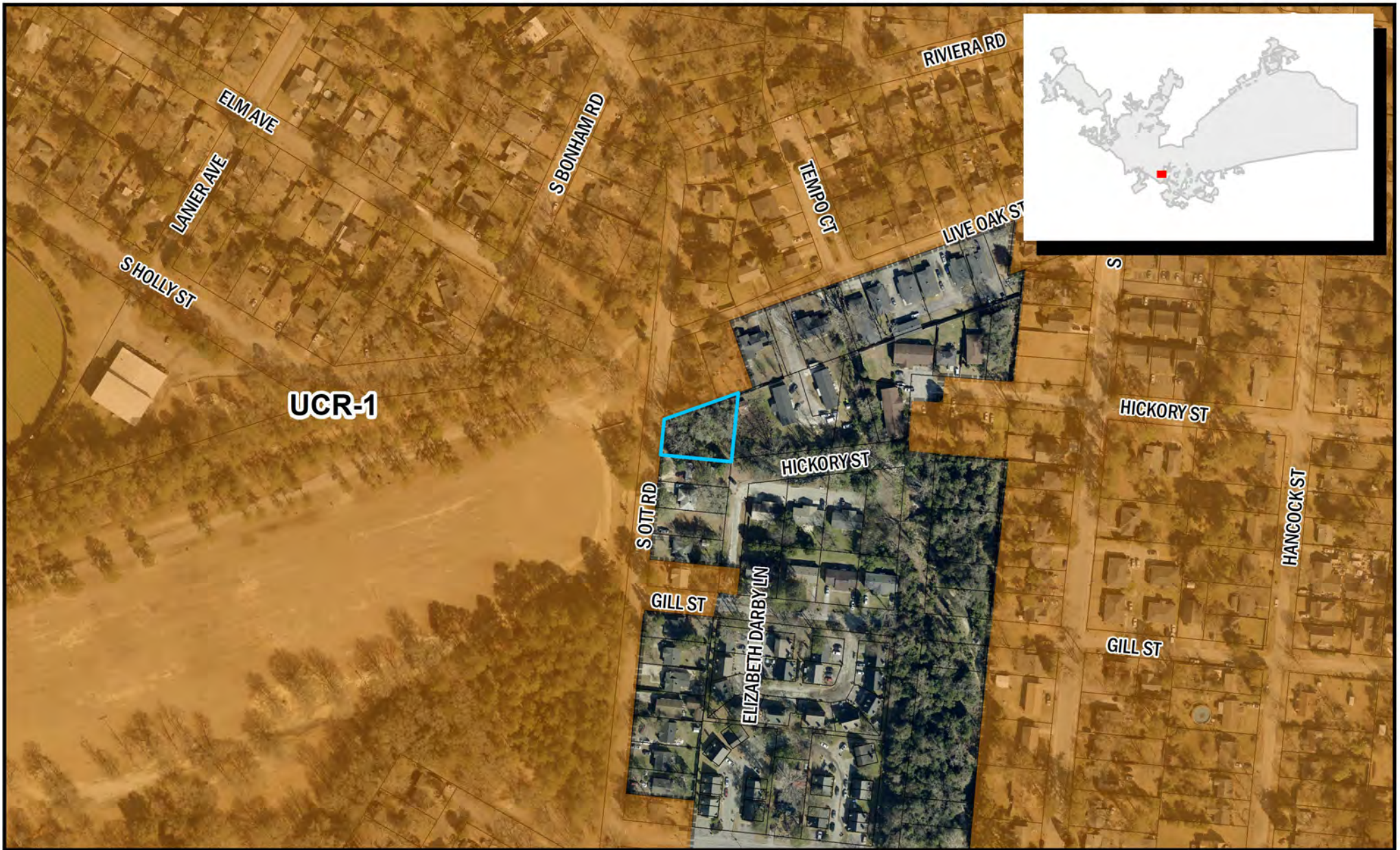


Future Land Use Map

1008 S. Ott Rd., TMS# 13703-04-04;

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UCR-1

13.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 11/8/2022



We Are Columbia



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Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 203

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1008 S. Ott Rd., TMS# 13703-04-04;

Current Rich. Co. Zoning: RM-MD, Proposed City Zoning: RM-1, OV-FP

13.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 11/8/2022



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DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 204

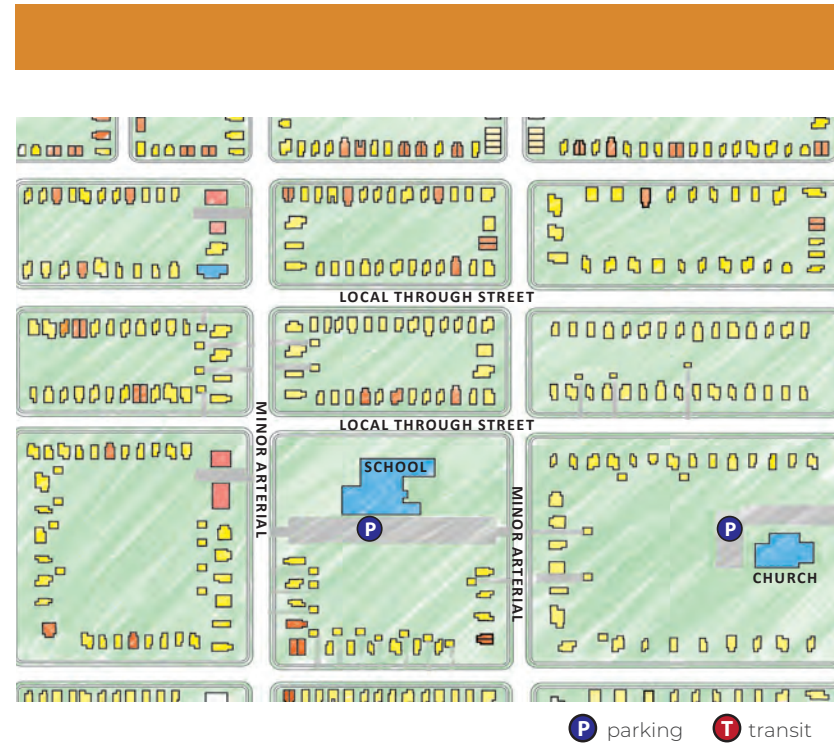
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Proposed Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Proposed Zoning District

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(j) RM-1: Residential Mixed District****(j) RM-1: Residential Mixed District****(1) Purpose**

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
1 Lot Width, min. (ft.)	75[1]/18[2]	50
2 Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
3 Front Yard Setback, min. (ft.)	15	15
4 Side Yard Setback, min. (ft.)	[3]	5
5 Rear Yard Setback, min. (ft.)	10	10
6 Building Height, max. (ft.)	40	40

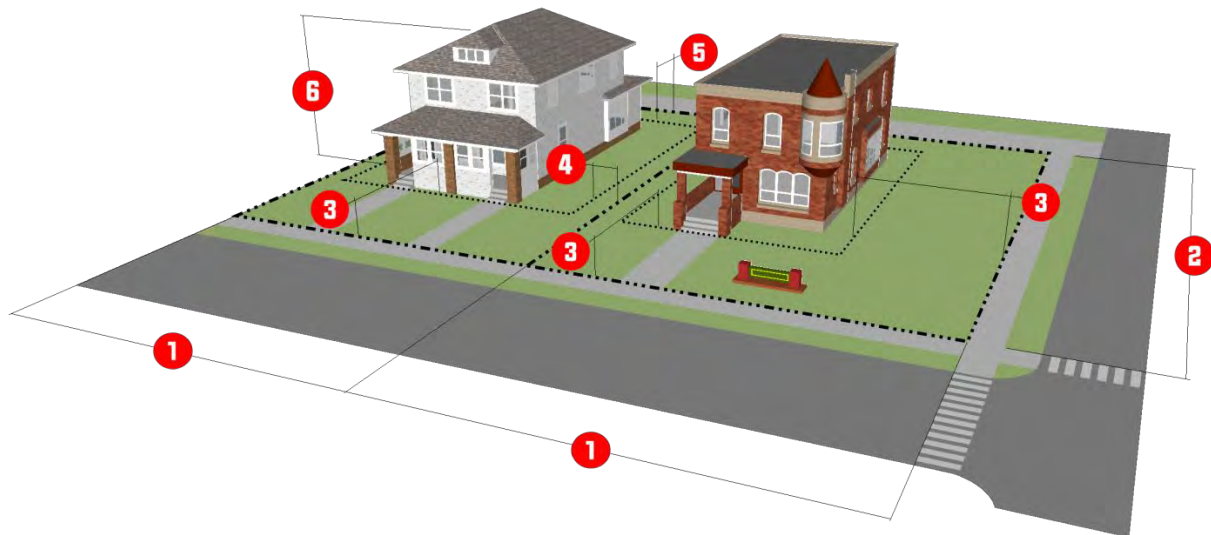
Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Article 3: Zoning Districts
 Sec. 17-3.2. Residential Base Zoning Districts
 (j) RM-1: Residential Mixed District



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(e) OV-FP: Floodplain Overlay District**

(e) OV-FP: Floodplain Overlay District**(1) Purpose**

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FP District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-FP District shall control.

(3) Comply with Floodplain Regulations

Development in the OV-FP District shall comply, as determined by the City Engineer, with all applicable regulations established for special flood hazard areas in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

ORDINANCE NO.: 2022-127*Annexing 1008 S. Ott Road, Richland County TMS# 13703-04-04*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Residential Mixed District (RM-1), a portion within the Floodplain Overlay District (OV-FP), apportioned to City Council District 3, Census Tract 26.03, contains 0.31 acre, and shall be assigned an interim land use classification of Urban Core Residential Small Lot (UCR-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13703-04-04

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

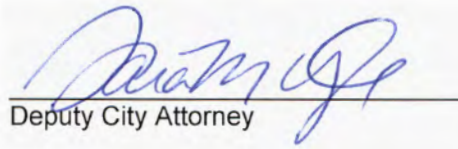
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

ORDINANCE NO.: 2022-127
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.31 acre, more or less, and shown and designated as block 04, lot 04 on Richland County Tax Map 13703. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-013 - Granting an encroachment to Waverly Hospital Owner, LLC, for the use of the right of way areas of the 2200 block of Hampton Street and the 1400 block of Pine Street for the installation and maintenance of sidewalks and stairs adjacent to 2200 Hampton Street, Richland County TMS# 11407-14-01

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-013 -Waverly Hospital Encroachment (PDF)
- **#b:** WaverlyHospitalEncroachmentPacket (PDF)

ORDINANCE NO.: 2023-013

Granting an encroachment to Waverly Hospital Owner, LLC, for the use of the right of way areas of the 2200 block of Hampton Street and the 1400 block of Pine Street for the installation and maintenance of sidewalks and stairs adjacent to 2200 Hampton Street, Richland County TMS# 11407-14-01

WHEREAS, Waverly Hospital Owner, LLC, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 2200 block of Hampton Street and the 1400 block of Pine Street for the installation and maintenance of sidewalks measuring approximately five (5') feet in width four hundred (400') feet in length and stairs to the sidewalk adjacent to 2200 Hampton Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2022, that Grantee is hereby granted the right to use the right of way areas of the 2200 block of Hampton Street and the 1400 block of Pine Street adjacent to 2200 Hampton Street, Richland County TMS#11407-14-01 , for the installation and maintenance of sidewalks measuring approximately five (5') feet in width four hundred (400') feet in length and stairs to the sidewalk, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

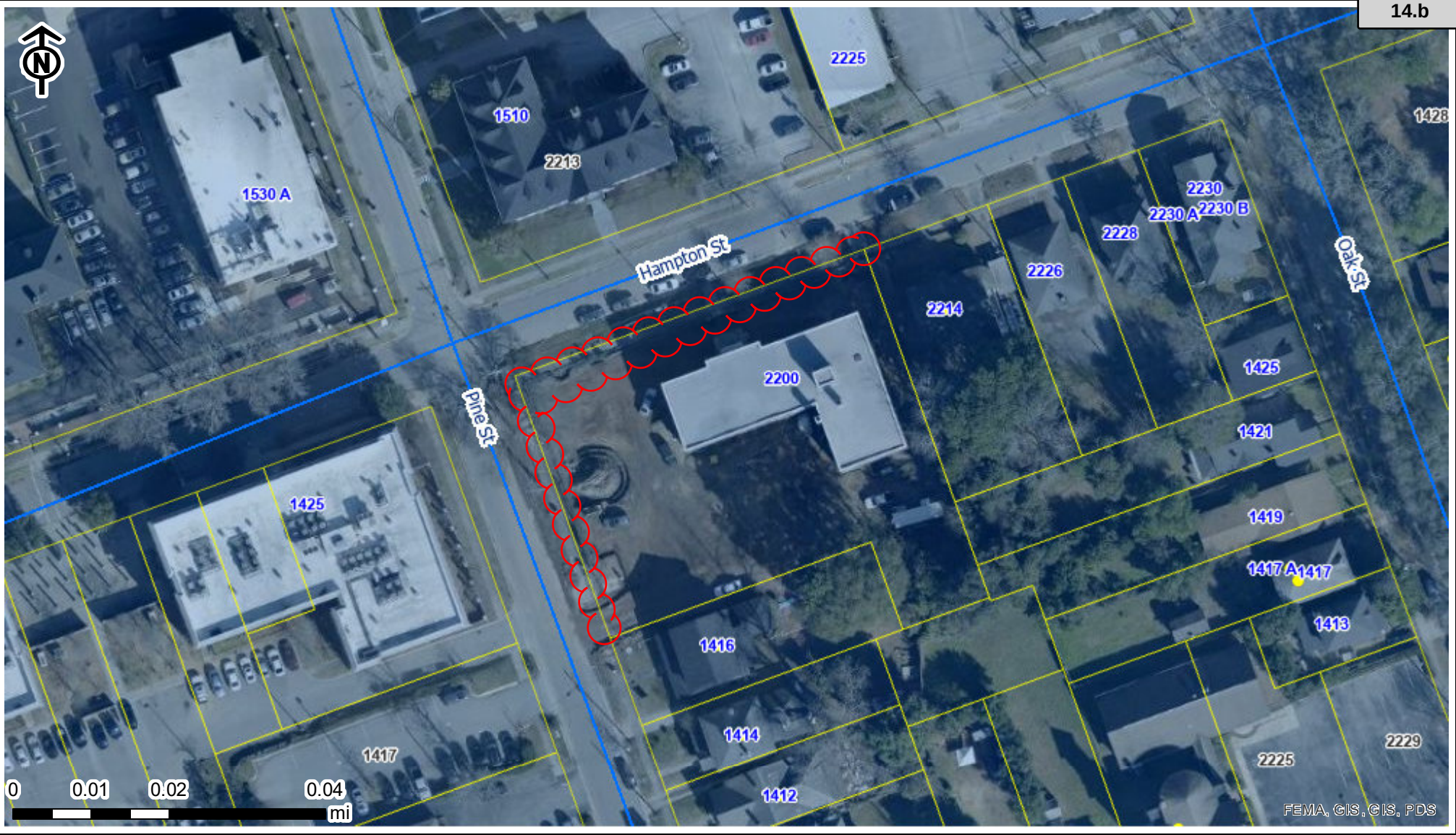
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-013**



**2200 BLOCK OF HAMPTON STREET AND 1400 BLOCK OF PINE STREET
ADJACENT TO 2200 HAMPTON STREET
SIDEWALKS AND STAIRS**

Subject Property:	Right-of-way adjacent to 2200 Hampton Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks and stairs.
Applicant:	GMK Associates Design-Build Division, Inc.
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately five (5') feet in width four hundred (400') feet in length and stairs to the sidewalk adjacent to 2200 Hampton Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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City of Columbia

This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Tuesday, December 27, 2022

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Columbia City Limits

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1

Green: Band_2

Blue: Band_3

CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for information only. The City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

		Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.		RM	
A completed and signed Application Form		RM	
Letters of Agency for all applications where the applicant is not the owner of the subject property		RM	
Pictures or specification sheet of the items to permanently encroach the Right-of-way		RM	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	RM	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	RM	



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Ryan McCormick	
Company (if applicable) GMK Associates Design-Build Division, Inc.	
Address (street, city, state, zip) 1201 Main Street, Suite 2100 Columbia, SC 29201	
Phone 803.256.0000	Email rmccormick@gmka.com

2. Property Information

Address 2200 Hampton Street and 1416 Pine Street	
Tax Map Reference Number(s) 11407-14-01 and 11407-14-23	
Current use Abandoned Hospital	Proposed use University classroom building

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

See attached plan sheets for sidewalk improvements along Pine Street to include the removal of the existing sidewalk and its replacement and also including the addition of steps to the back of curb.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

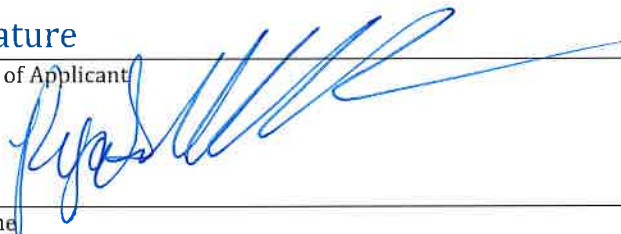
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

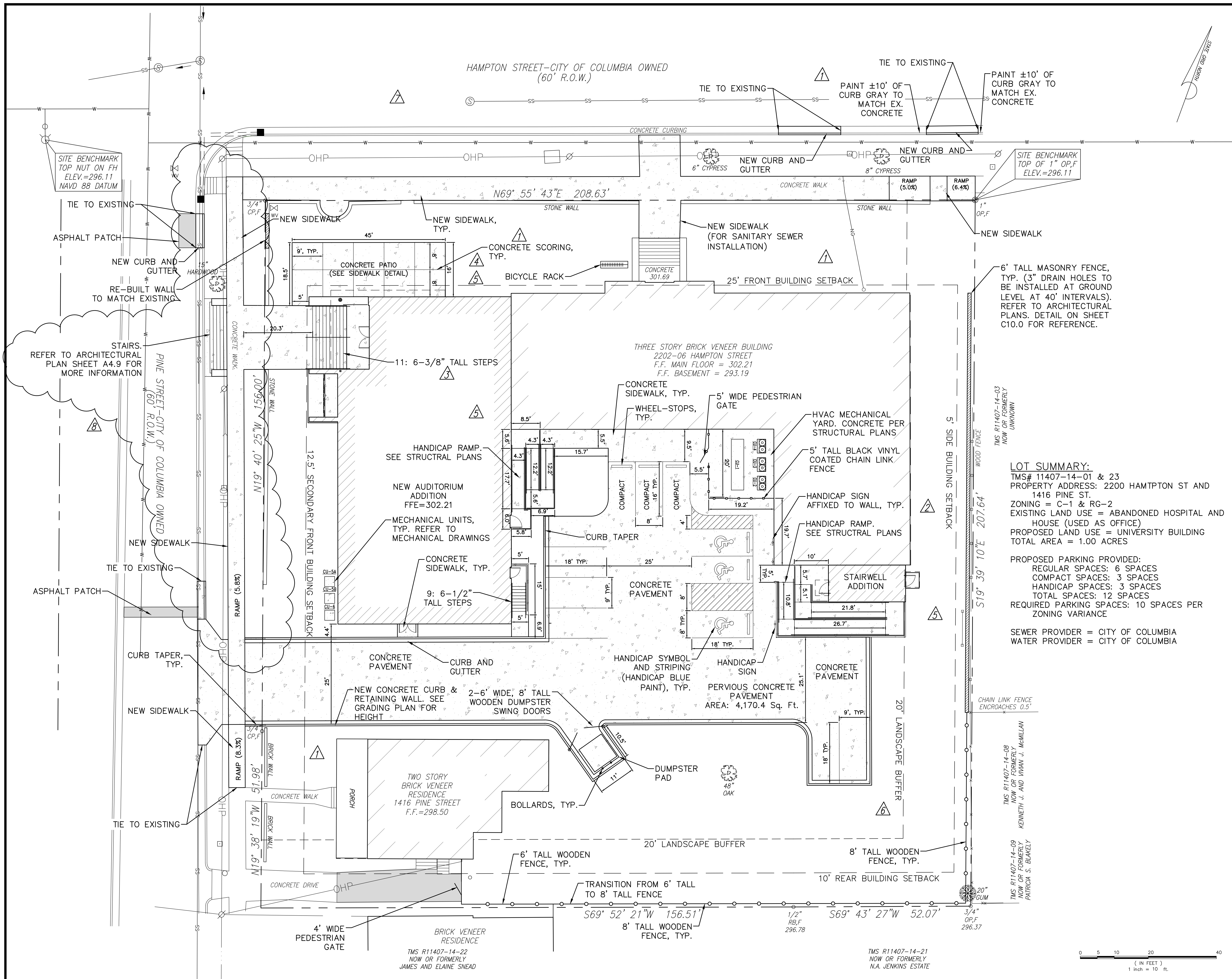
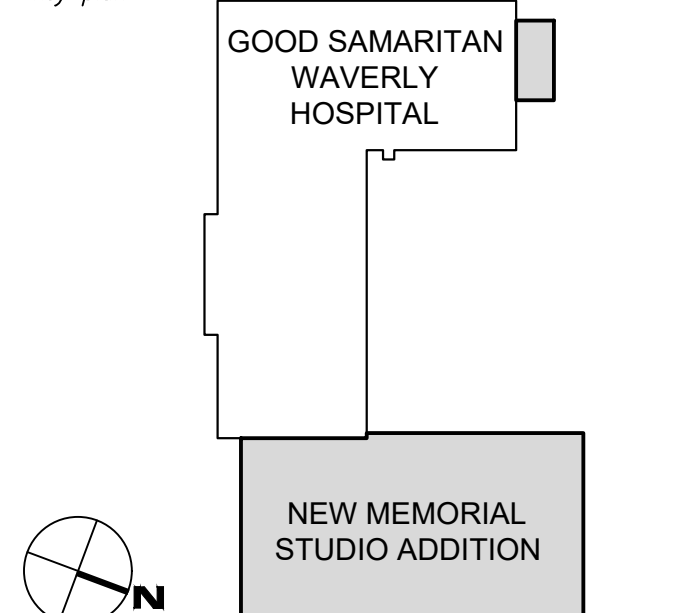
Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name Ryan McCormick	Date 11/17/2022

number	item	date
1	CONSTRUCTION ISSUE	05.21.20
2	MISC. REVISIONS	07.02.20
3	PHASE 5 UPDATES	07.31.20
4	UPDATED PATIO	06.11.21
5	SCORING/HANDICAP RAMP DIM.	07.22.21
6	REV CONC. AND CURB	06.28.22
7	REV HAMPTON ST SIDEWALK	12.6.22
8	REV PINE ST SIDEWALK	12.6.22





We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-014 - Granting an encroachment to the South Carolina Department of Parks, Recreation and Tourism for the use of the right of way area of the 1900 block of Lincoln Street for the installation and maintenance of a sidewalk to connect to the existing public sidewalk adjacent to 829 Richland Street, Richland County TMS#09011-10-03

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-014 - Venues at Arsenal Hill Encroachment (PDF)
- **#b:** Venues at Arsenal hill Encroachment case packet (PDF)

ORDINANCE NO.: 2023-014

Granting an encroachment to the South Carolina Department of Parks, Recreation and Tourism for the use of the right of way area of the 1900 block of Lincoln Street for the installation and maintenance of a sidewalk to connect to the existing public sidewalk adjacent to 829 Richland Street, Richland County TMS#09011-10-03

WHEREAS, the South Carolina Department of Parks, Recreation and Tourism (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1900 block of Lincoln Street for the installation and maintenance of a sidewalk measuring approximately five (5') feet in width seventy five (75') in length to connect to the existing public sidewalk adjacent to 829 Richland Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2022, that Grantee is hereby granted the right to use the right of way area of the 1900 block of Lincoln Street adjacent to 829 Richland Street, Richland County TMS#09011-10-03, for the installation and maintenance of a sidewalk measuring approximately five (5') feet in width seventy five (75') in length to connect to the existing public sidewalk, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

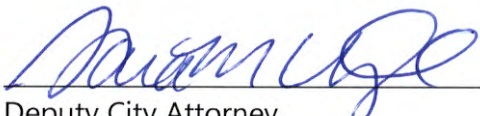
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

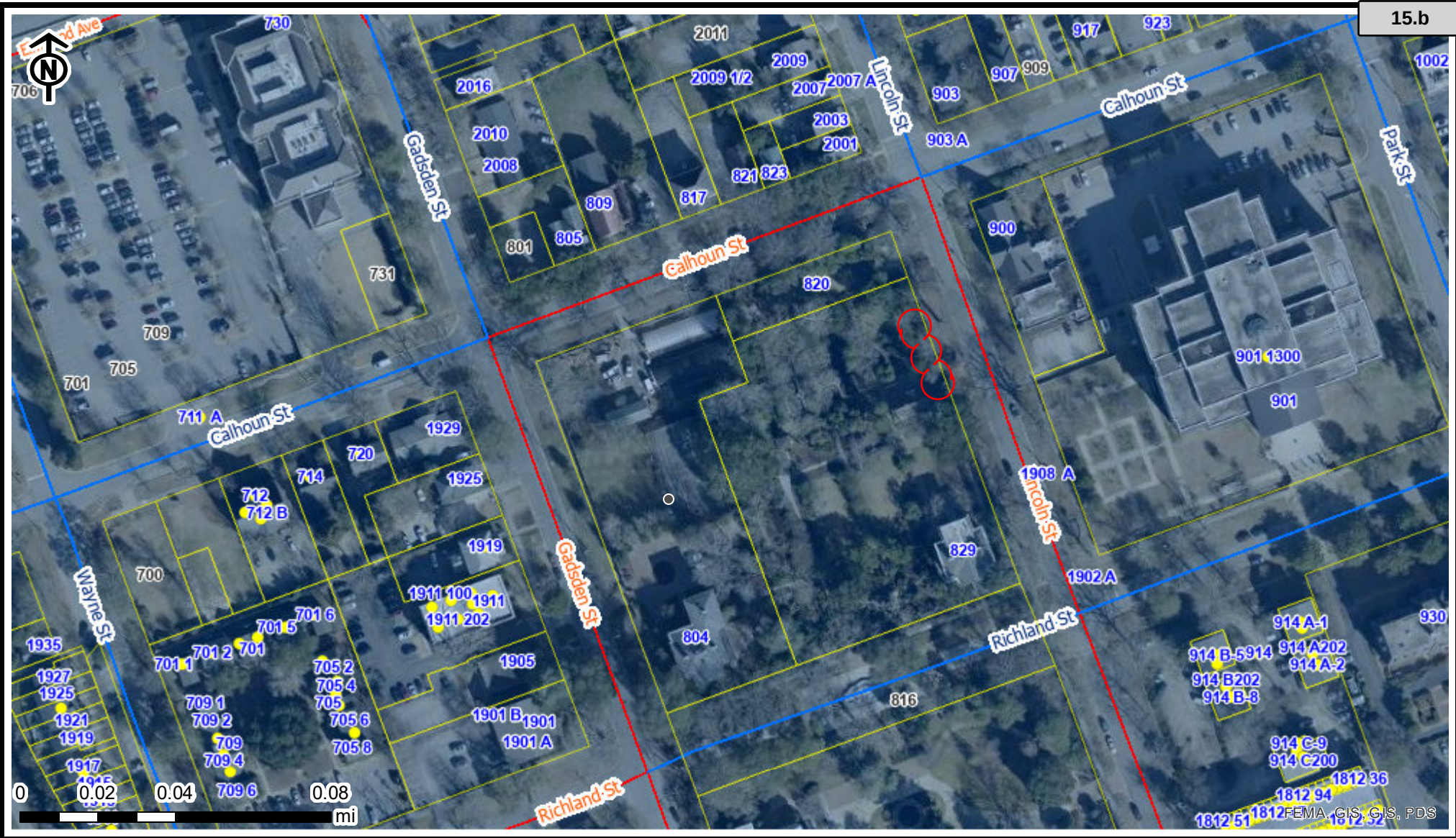
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-014**



**1900 BLOCK OF LINCOLN STREET
ADJACENT TO 829 RICHLAND STREET
SIDEWALK TO CONNECT TO EXISTING PUBLIC SIDEWALK**

Subject Property:	Right-of-way adjacent to 829 Richland Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a sidewalk to connect to the existing public sidewalk.
Applicant:	South Carolina Department of Parks, Recreation and Tourism
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a sidewalk measuring approximately five (5') in width seventy five (75') feet in length to connect to the existing public sidewalk adjacent to 829 Richland Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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City of Columbia

This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Friday, December 9, 2022

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Columbia City Limits

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1

Green: Band_2

Blue: Band_3

CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only. The City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Permanent Encroachment Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

		Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.		RL	
A completed and signed Application Form		RL	
Letters of Agency for all applications where the applicant is not the owner of the subject property			
Pictures or specification sheet of the items to permanently encroach the Right-of-way		RL	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	RL	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible	RL	



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name South Carolina Department of Parks, Recreation & Tourism	
Company (if applicable)	
Address (street, city, state, zip) 1205 Pendleton Street, Columbia, SC 29201	
Phone 803-734-0258	Email nleitner@scprt.com

2. Property Information

Address 804 Calhoun Street, Columbia, SC 29201	
Tax Map Reference Number(s) R09011-10-01, R09011-10-02, R09011-10-03	
Current use North Mansion Complex Improvements - (Venues at Arsenal Hill)	Proposed use North Mansion Complex Improvements - (Venues at Arsenal Hill)

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Sidewalk Connection to Lincoln Street.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☒	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

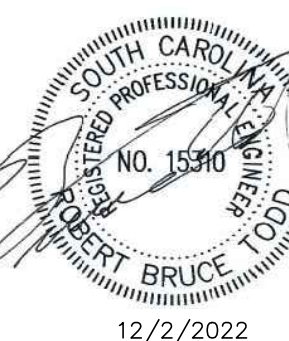
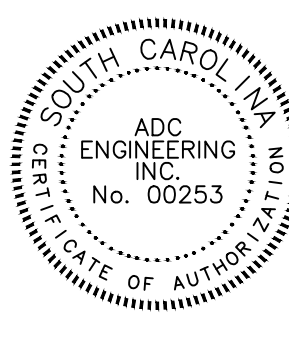
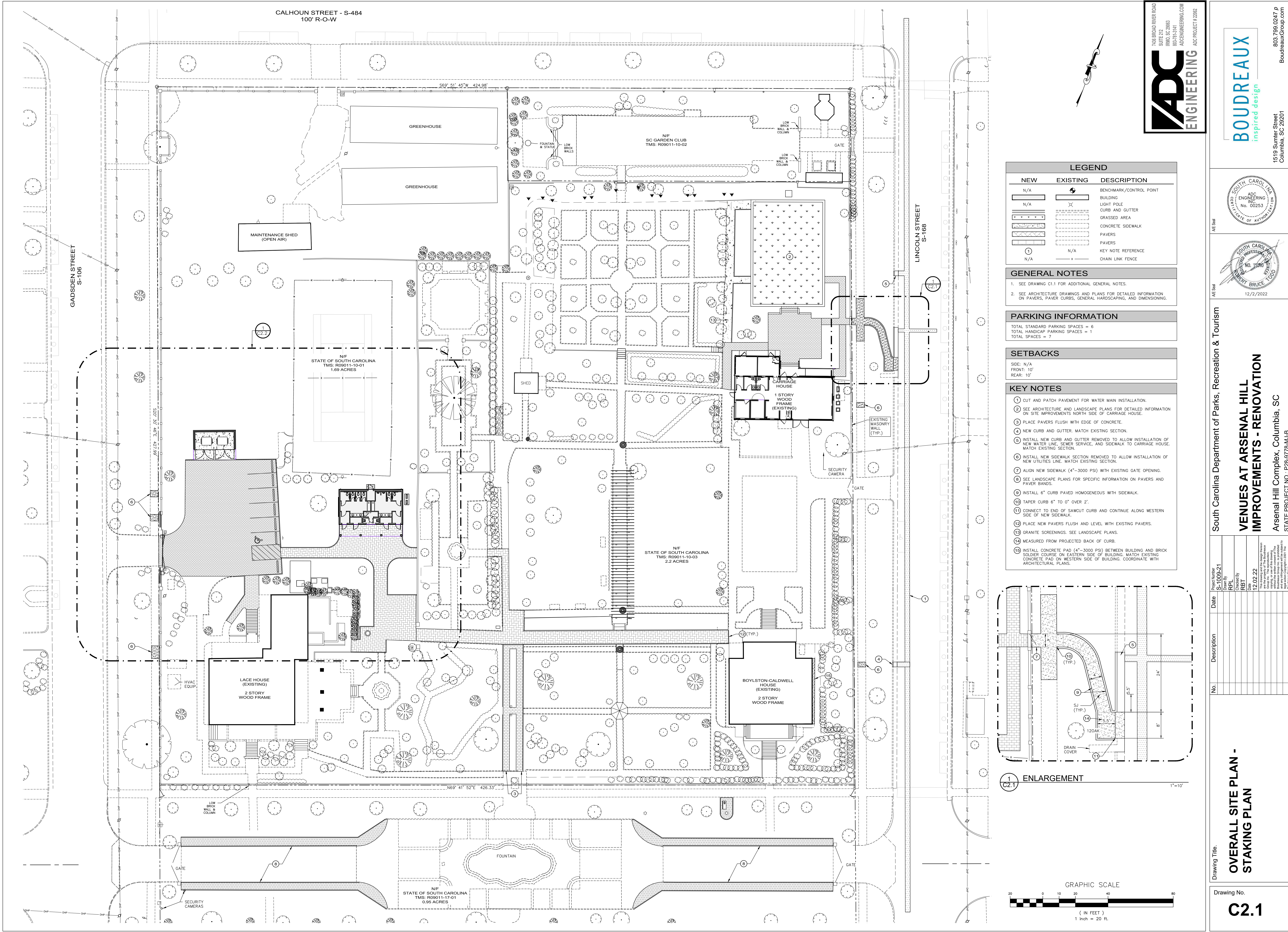
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
Nicholas Leitner - SC PRT	11/30/2022



South Carolina Department of Parks, Recreation & Tourism

VENUES AT ARSENAL HILL IMPROVEMENTS - RENOVATION

Arsenal Hill Complex, Columbia, SC
STATE PROJECT NO.: P28-9778-MJ-B

No.	Description	Date	Project/Utility S-1009-21
			Drawn By: RPL
			Checked By: RBT
			12.02.22

OVERALL SITE PLAN - STAKING PLAN

Drawing No.
C2.1

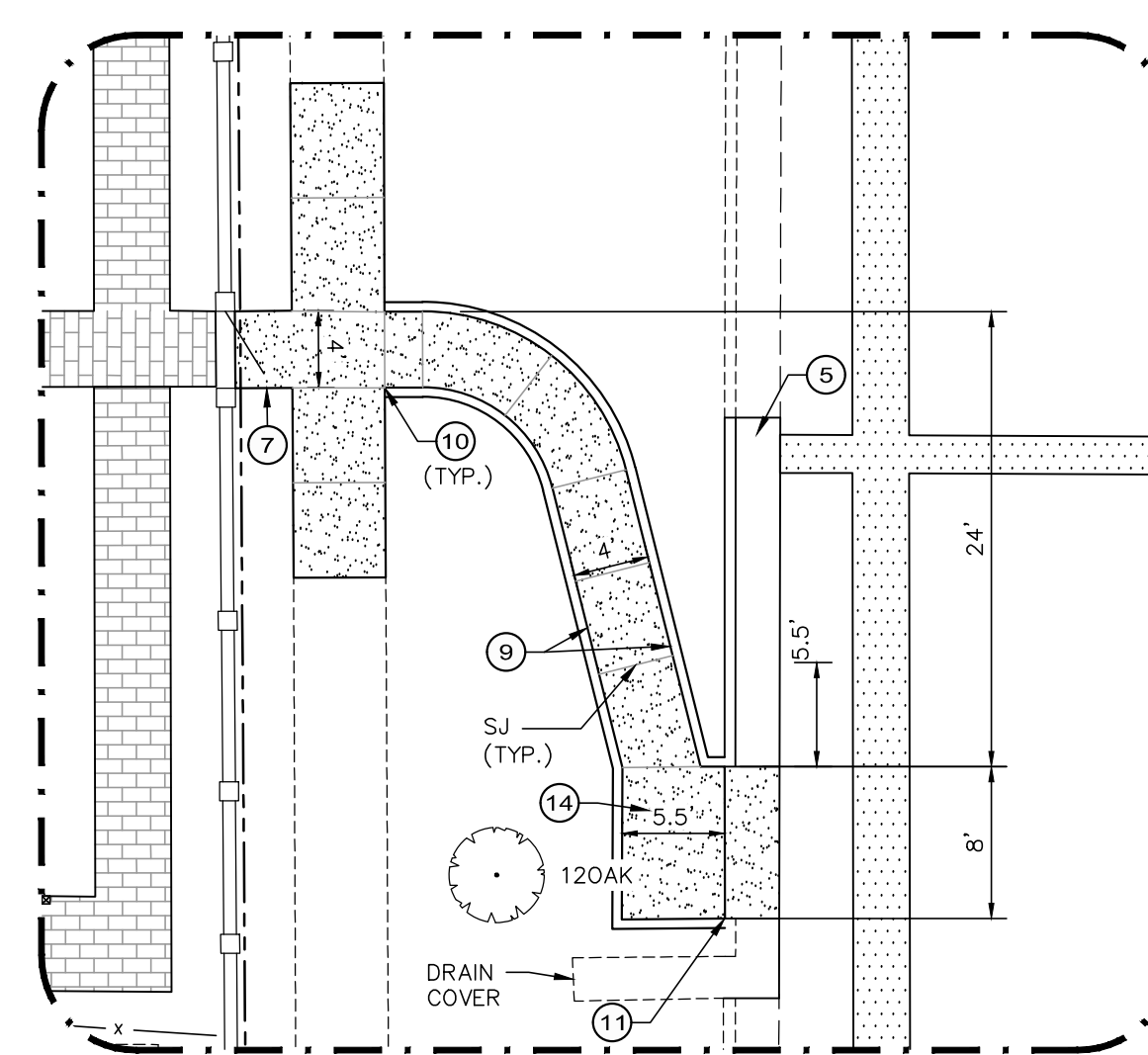
LEGEND		
NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		BUILDING
		LIGHT POLE CURB AND GUTTER
		GRASSED AREA CONCRETE SIDEWALK
		PAVERS KEY NOTE REFERENCE
		CHAIN LINK FENCE

- ### GENERAL NOTES
- SEE DRAWING C1.1 FOR ADDITIONAL GENERAL NOTES.
 - SEE ARCHITECTURE DRAWINGS AND PLANS FOR DETAILED INFORMATION ON PAVERS, PAVER CURBS, GENERAL HARDSCAPE, AND DIMENSIONING.

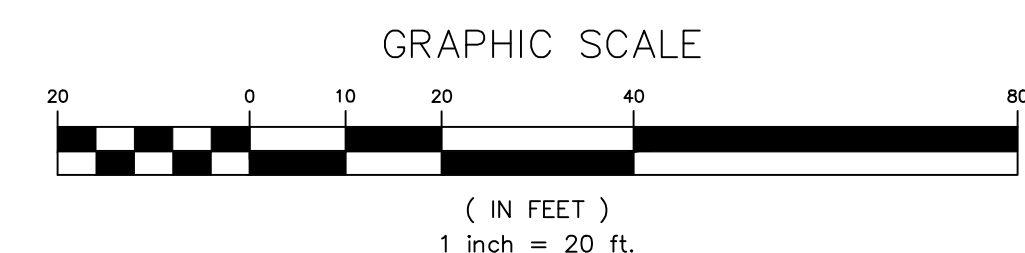
PARKING INFORMATION	
TOTAL STANDARD PARKING SPACES = 6	
TOTAL HANDICAP PARKING SPACES = 1	
TOTAL SPACES = 7	

SETBACKS	
SIDE: N/A	
FRONT: 10'	
REAR: 10'	

- ### KEY NOTES
- CUT AND PATCH PAVEMENT FOR WATER MAIN INSTALLATION.
 - SEE ARCHITECTURE AND LANDSCAPE PLANS FOR DETAILED INFORMATION ON SITE IMPROVEMENTS NORTH SIDE OF CARRIAGE HOUSE.
 - PLACE PAVERS FLUSH WITH EDGE OF CONCRETE.
 - NEW CURB AND GUTTER: MATCH EXISTING SECTION.
 - INSTALL NEW CURB AND GUTTER REMOVED TO ALLOW INSTALLATION OF NEW WATER LINE, SEWER SERVICE, AND SIDEWALK TO CARRIAGE HOUSE. MATCH EXISTING SECTION.
 - INSTALL NEW SIDEWALK SECTION REMOVED TO ALLOW INSTALLATION OF NEW UTILITIES LINE. MATCH EXISTING SECTION.
 - ALIGN NEW SIDEWALK (4"-3000 PSI) WITH EXISTING GATE OPENING.
 - SEE LANDSCAPE PLANS FOR SPECIFIC INFORMATION ON PAVERS AND PAVER BANDS.
 - INSTALL 6" CURB PAVED HOMOGENEOUS WITH SIDEWALK.
 - TAPER CURB 6" TO 0" OVER 2'.
 - CONNECT TO END OF SAWCUT CURB AND CONTINUE ALONG WESTERN SIDE OF NEW SIDEWALK.
 - PLACE NEW PAVERS FLUSH AND LEVEL WITH EXISTING PAVERS.
 - GRANITE SCREENINGS. SEE LANDSCAPE PLANS.
 - MEASURED FROM PROJECTED BACK OF CURB.
 - INSTALL CONCRETE PAD (4"-3000 PSI) BETWEEN BUILDING AND BRICK SOLDIER COURSE ON EASTERN SIDE OF BUILDING. MATCH EXISTING CONCRETE PAD ON WESTERN SIDE OF BUILDING. COORDINATE WITH ARCHITECTURAL PLANS.



1 C2.1 ENLARGEMENT





We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-016 - Granting an encroachment to Benton Crossing, LP, for the use of the right of way areas of the 2600 block of River Drive and the 1100 block of Benton Street for the installation and maintenance of curb cuts, crosswalks, sidewalks, landscaping and irrigation adjacent to 2617 River Drive, Richland County TMS# 09109-05-18, 09109-05-20 and 09109-05-16

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-016 - Benton Crossing Encroachment (PDF)
- **#b:** BentonCrossingEncroachmentPacket (PDF)

ORDINANCE NO.: 2023-016

Granting an encroachment to Benton Crossing, LP, for the use of the right of way areas of the 2600 block of River Drive and the 1100 block of Benton Street for the installation and maintenance of curb cuts, crosswalks, sidewalks, landscaping and irrigation adjacent to 2617 River Drive, Richland County TMS# 09109-05-18, 09109-05-20 and 09109-05-16

WHEREAS, Benton Crossing, LP, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 2600 block of River Drive and the 1100 block of Benton Street for the installation and maintenance of two (2) curb cuts, two (2) crosswalks, sidewalks measuring approximately six (6') feet in width five hundred twenty (520') feet in length, landscaping and irrigation adjacent to 2617 River Drive, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2023, that Grantee is hereby granted the right to use the right of way areas of the 2600 block of River Drive and the 1100 block of Benton Street adjacent to 2617 River Drive, Richland County TMS# 09109-05-18, 09109-05-20 and 09109-05-16, for the installation and maintenance of two (2) curb cuts, two (2) crosswalks, sidewalks measuring approximately six (6') feet in width five hundred twenty (520') feet in length, landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits,

Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

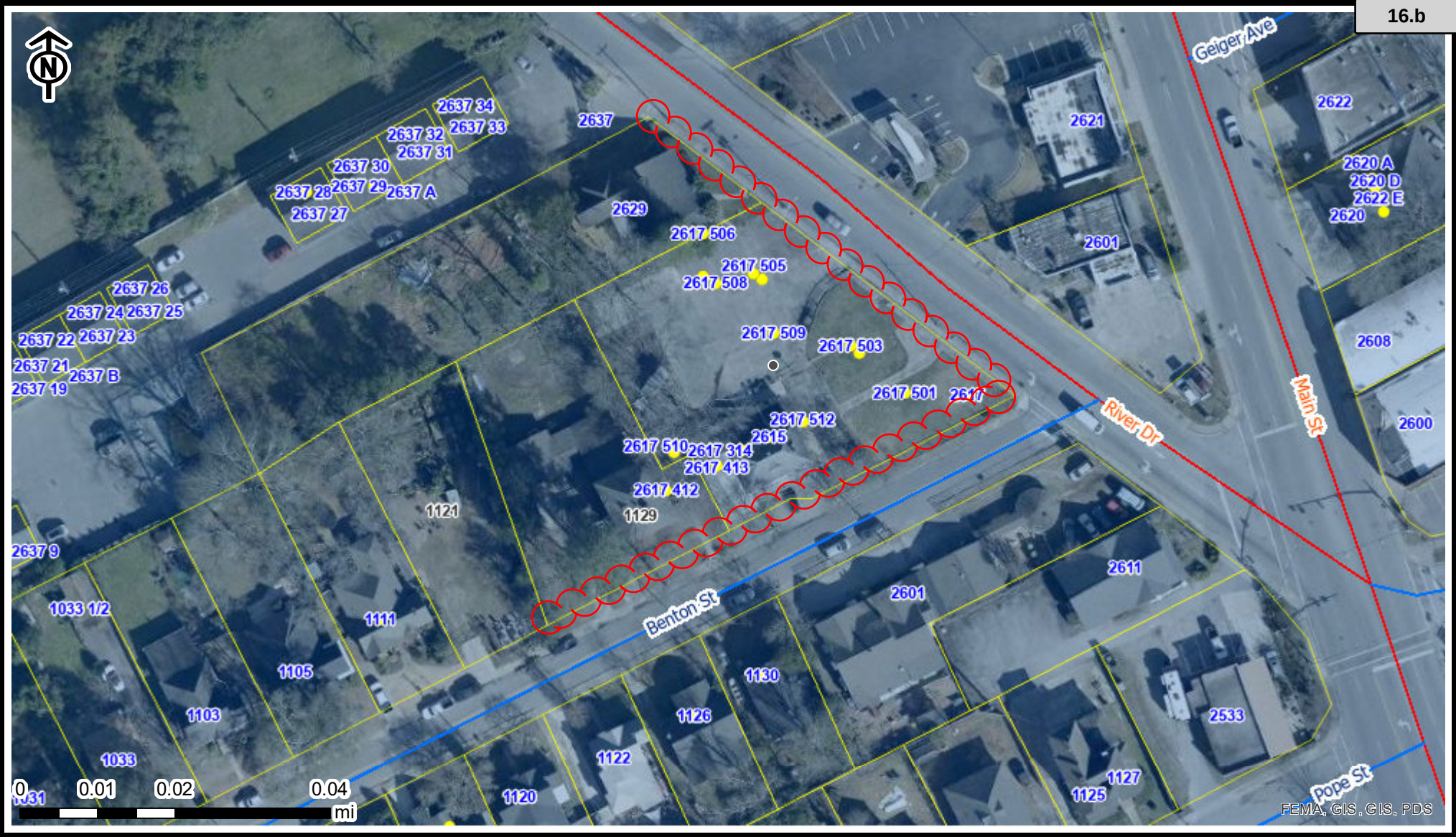
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-016**



**2600 BLOCK OF RIVER DRIVE AND 1100 BLOCK OF BENTON STREET
ADJACENT TO 2617 RIVER DRIVE
CURB CUTS, CROSSWALKS, SIDEWALKS, LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 2617 River Drive
Council District:	1
Proposal:	The applicant is requesting an encroachment for installation and maintenance of curb cuts, crosswalks, sidewalks, landscaping and irrigation.
Applicant:	Benton Crossing, LP
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of two (2) curb cuts, two (2) crosswalks, sidewalks measuring approximately six (6') feet in width five hundred twenty (520') feet in length, landscaping and irrigation adjacent to 2617 River Drive, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Tuesday, December 27, 2022

Address Point Street & Ownership

● Active

● Vacant

□ Tax Parcel

— Interstate

— Highway

— City Maintained

— State Maintained

— Private

— Others

— Columbia City Limits

Red: Band_1

Green: Band_2

Blue: Band_3

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	DC	
A completed and signed Application Form	DC	
Letters of Agency for all applications where the applicant is not the owner of the subject property	N/A	
Pictures or specification sheet of the items to permanently encroach the Right-of-way	DC	
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible DC	
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible DC	



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name David Cooper	
Company (if applicable) Benton Crossing LP	
Address (street, city, state, zip) 500 S Front Street, Columbus, OH 43215	
Phone 614-396-3200	Email dcooper@wodagroup.com

2. Property Information

Address 2615 River Drive, Columbia, SC 29201	
Tax Map Reference Number(s) R09109-05-16, R09109-05-18, R09109-05-20	
Current use Residential	Proposed use Residential (Multi-family)

3. Property Ownership

Does the applicant own the adjacent property? ☒ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

Proposed encroachments along Benton Street (City of Columbia RW) include: City standard decorative pedestrian lighting, sidewalks, decorative/highly visible crosswalks at proposed driveway connection, curb ramps, right of way plantings and irrigation systems.

Proposed encroachments along River Drive (SCDOT RW) include: City standard decorative pedestrian lighting, sidewalks, decorative/highly visible crosswalks at proposed driveway connection, curb ramps, right of way plantings and irrigation systems. These encroachments have been applied for from SCDOT.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	☒	☐
Location of lots and outlets (numbered and area in square feet)	☒	☐
Location of buildings (including setbacks from property lines and distances between buildings)	☒	☐
Location of parking and access/driveways	☒	☐
Location of rights-of-way and/or easements for streets, railroads, and utility	☒	☐
Lines upon and abutting subject property	☒	☐
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	☒	☐
Section of sidewalk or right-of-way to be used for the encroachment	☒	☐
Proposed placement of permanent items and furnishings on the sidewalk	☐ N/A	☐
Proposed placement of permanent items and furnishings in the right-of-way	☒	☐
Location and height of all fences, walls, and exterior lighting in the right-of-way	☒	☐
North arrow	☒	☐
Scale	☒	☐
Vicinity map (at 1 inch equals 1,000 feet)	☒	☐

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

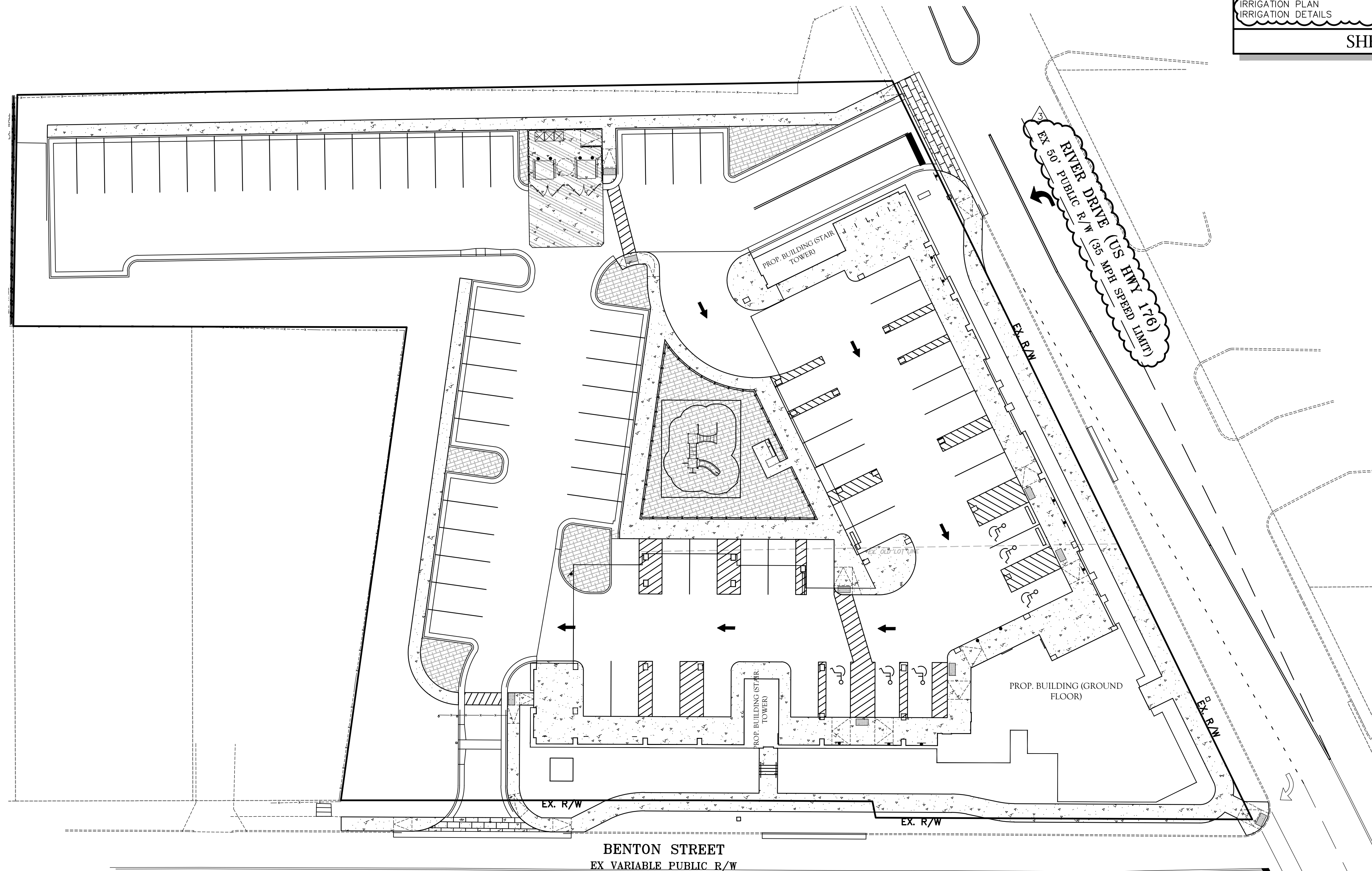
Signature of Applicant	
Print Name	Date
David Cooper - Authorized Representative	10/24/22

2615 RIVER DRIVE
COLUMBIA, SC (RICHLAND COUNTY)

EXISTING SURVEY	C1.0
EXISTING CONDITIONS & DEMOLITION PLAN	C2.0
OVERALL SITE PLAN & ADA ACCESSIBILITY PLAN	C2.0
DETAILED SITE PLAN	C2.1
PH. 1 EROSION CONTROL PLAN	C3.0
PH. 2 EROSION CONTROL PLAN	C3.1
GRADING PLAN	C4.0
STANDARD DETAILS	C4-1
STORMWATER PUMP STATION PLAN	C4.2
STORMWATER DRAINAGE AREA PLAN	C4.3
PRE-DEVELOPMENT DRAINAGE AREA PLAN	C4.4
POST-DEVELOPMENT DRAINAGE AREA PLAN	C4.5
ROADWAY STRIPING PLAN	C6.0
INTERSECTION SIGHT DISTANCE	C6.1
TRAFFIC CONTROL PLAN	C6.2
UTILITY PLAN	C7.0
SITE DETAILS	C9.0 - C9.5
TREE REMOVAL PROTECTION PLAN	L.1
PLANTING PLAN, PLANT LIST	L.2
PLANTING DETAILS, NOTES	L.3
IRRIGATION PLAN	L.2
IRRIGATION DETAILS	L.1

SHEET INDEX

UTILITY AGENCY (SANITARY SEWER):
COLUMBIA WATER DEPARTMENT
1339 MAIN STREET
COLUMBIA, SC 29201
(803)-545-3300



BENTON STREET
EX VARIABLE PUBLIC R/W



Know what's **below**.
Call before you dig.

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

I (WE) HEREBY CERTIFY THAT ALL CLEARING, GRADING, CONSTRUCTION, AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN AND I (WE) ARE RESPONSIBLE FOR THE LAND DISTURBANCE AND RELATED MAINTENANCE THEREOF. CITY OF COLUMBIA AUTHORITIES WILL BE ALLOWED TO ENTER THE PROJECT SITE FOR THE PURPOSES OF ON-SITE INSPECTIONS.

9/22/22
DATE

SIGNATURE

APPLICANT'S CERTIFICATION

"I HEREBY CERTIFY THAT THIS PLAN IS DESIGNED TO CONTAIN SOIL ON THE PROPERTY CONCERNED TO THE MAXIMUM EXTENT, TO PROVIDE FOR THE PROTECTION OF THE PROPERTY AND THE PROPOSED IMPROVEMENTS THEREON FROM THE EFFECTS OF FLOODING, TO PROVIDE FOR THE CONTROL OF THE RUNOFF FROM THE PROPERTY, AND THAT ALL THE PROVISIONS FOR SEDIMENT CONTROL AND STORM DRAINAGE ARE IN ACCORDANCE WITH THE STORMWATER MANAGEMENT AND SEDIMENT CONTROL ORDINANCE FOR LEXINGTON COUNTY, SOUTH CAROLINA."

9/21/22
DATE

SIGNATURE

23927

SC REGISTRATION NUMBER
(REGISTERED PROFESSIONAL ENGINEER)

PROFESSIONAL'S CERTIFICATION

-BUILDING CONSTRUCTION COMPLETE DECEMBER 2023.

REVISIONS		
1	9/21/22	OWNER REV
2	10/24/22	SC HOUSING/COLUMBIA CMTS
3	11/4/22	SCDOT COMMENTS

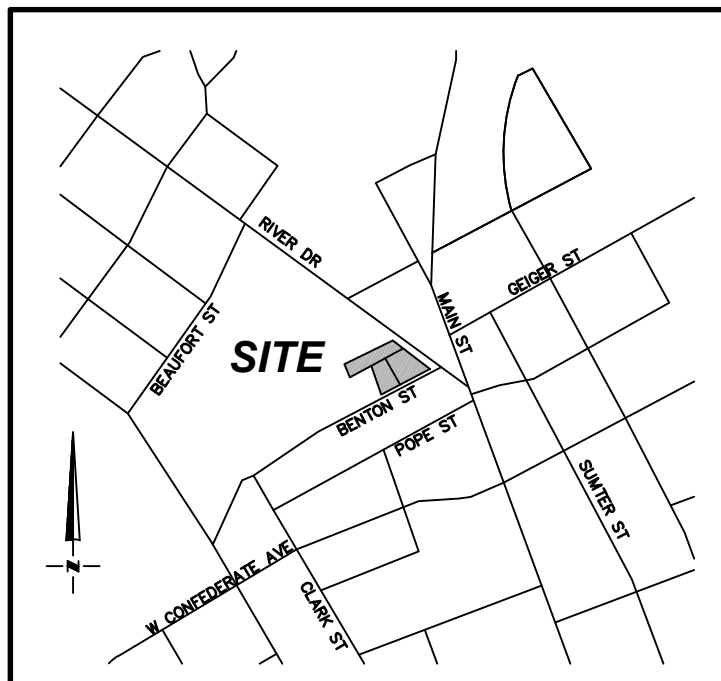
CAD FILE: 22-012 BASE.DWG

PROJECT NO.:	22-012
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DESIGNED BY: JDM

REVIEWED BY: JDM

DATE: AUGUST 31, 2022



LOCATION MAP
1"=1000'

DETECTABLE WARNING SURFACES
SHALL NOT BE INSTALLED AT NON
ROADWAY INTERSECTIONS AS A
PART OF THIS PROJECT

GENERAL NOTES:

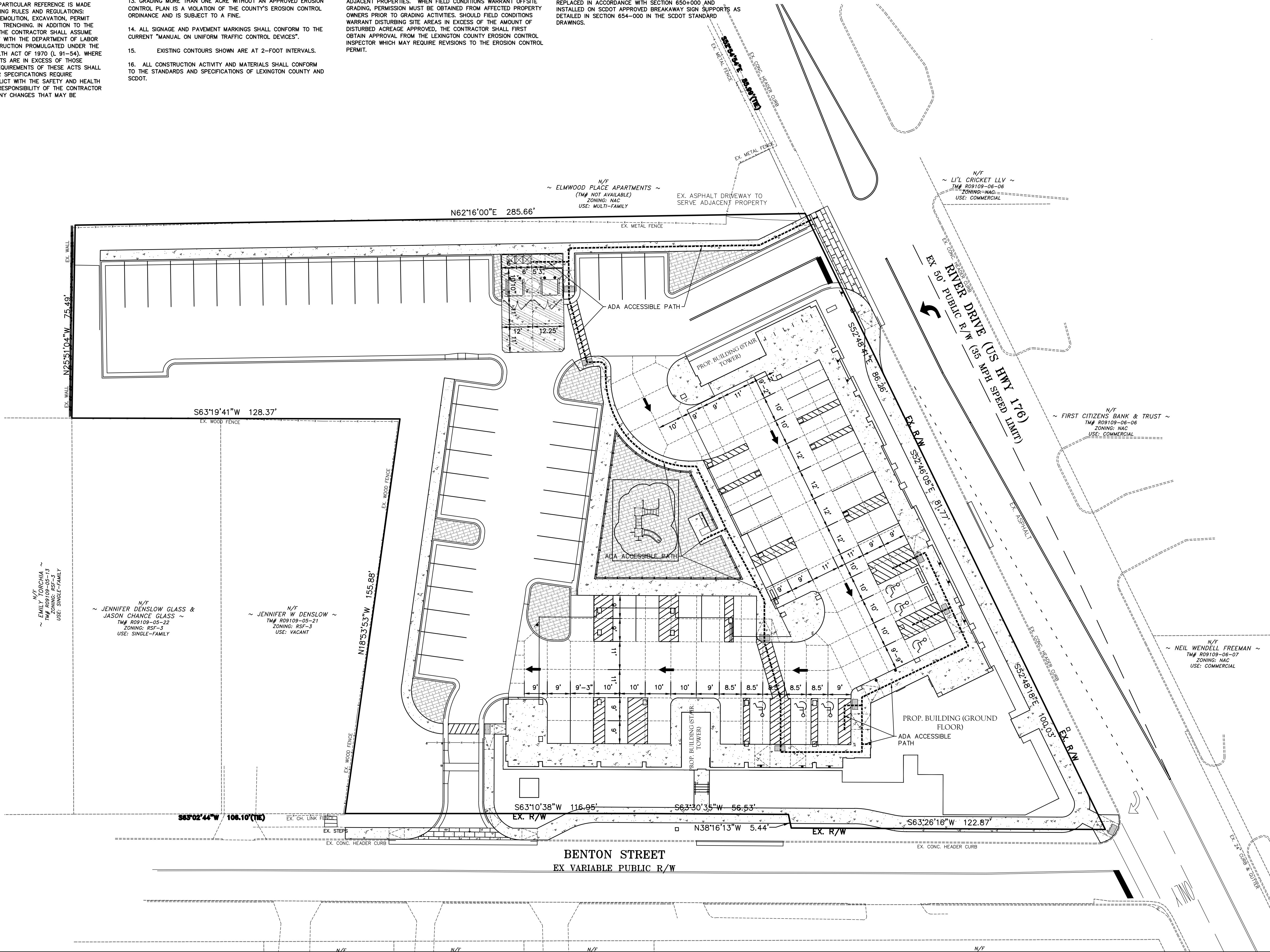
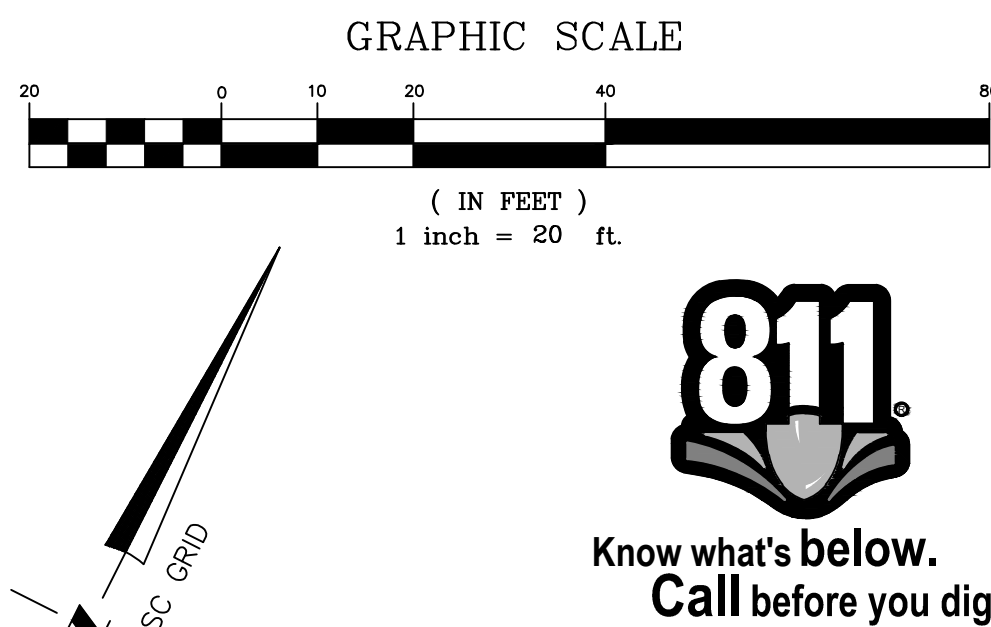
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL ILLUSTRATED KNOWN UNDERGROUND ELEMENTS. ADDITIONALLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXERCISING REASONABLE EFFORTS TO PROTECT ANY UNKNOWN UNDERGROUND ELEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF UNKNOWN ELEMENTS ARE DISCOVERED THAT WOULD NECESSITATE MODIFICATION TO THE ILLUSTRATED DESIGN.
2. PROTECT ALL ADJACENT PROPERTIES, THE GENERAL PUBLIC, AND ALL OF THE OWNER'S FACILITIES. SHOULD DAMAGES OCCUR, CONTRACTOR SHALL REPAIR IMMEDIATELY AS DIRECTED BY THE ENGINEER.
3. CONTRACTOR SHALL HOLD HARMLESS THE OWNER AND THE ENGINEER FOR DAMAGES, INJURIES OR OTHER ACCIDENTS WHICH OCCUR DURING THESE CONSTRUCTION ACTIVITIES.
4. TREES AND EXISTING LANDSCAPING NOT DESIGNATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATION OF ALL ILLUSTRATED CONSTRUCTION ACTIVITIES AT THE JOB SITE.
6. SAFETY PROVISIONS: THE CONTRACTOR SHALL COMPLY WITH THE "RULES AND REGULATIONS GOVERNING THE CONSTRUCTION INDUSTRY" AS PROMULGATED FOR THE HEALTH, SAFETY AND GENERAL WELFARE OF EMPLOYEES BY THE COMMISSION OF LABOR UNDER GENERAL STATUTES OF SOUTH CAROLINA. PARTICULAR REFERENCE IS MADE BUT NOT LIMITED TO THE FOLLOWING RULES AND REGULATIONS: BUILDING CONSTRUCTION WORK, DEMOLITION, EXCAVATION, PERMIT REQUIRED CONFINED SPACES AND TRENCHING. IN ADDITION TO THE FOREGOING SAFETY PROVISIONS, THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR AND COMPLY WITH THE DEPARTMENT OF LABOR SAFETY REGULATIONS FOR CONSTRUCTION PROMULGATED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (L 91-54), WHERE THE REQUIREMENTS OF THESE ACTS ARE IN EXCESS OF THOSE REQUIREMENTS SPECIFIED, THE REQUIREMENTS OF THESE ACTS SHALL GOVERN. SHOULD THE PLANS OR SPECIFICATIONS REQUIRE MATERIALS OR METHODS IN CONFLICT WITH THE SAFETY AND HEALTH REGULATIONS, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REQUEST OF THE ENGINEER ANY CHANGES THAT MAY BE NECESSARY.

7. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT HIS EXPENSE.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION ADJUSTMENTS OF ALL EXISTING VAULTS (REGARDLESS OF FUNCTION), METER BOXES, FIRE HYDRANTS, CLEAN OUTS, MANHOLES ETC. TO MATCH FINISHED GRADES AND SITE PLAN. ALL SUCH WORK SHALL BE COORDINATED WITH THE ENGINEER.
9. UTILIZE SIGNS, BARRICADES, FLAGMEN, OR GUARDS AS REQUIRED TO ENSURE THE SAFETY OF ALL VEHICULAR AND PEDESTRIAN TRAFFIC DURING ALL CONSTRUCTION ACTIVITIES.
10. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND ADJACENT PROPERTY OWNERS AS REQUIRED FOR WORK OUTSIDE OF PROPERTY LINES. UNDER ABSOLUTELY NO CIRCUMSTANCES SHALL ANY UNMANNED EXCAVATION BE LEFT OPEN OR UNPROTECTED DURING NON-WORKING HOURS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT OF ALL WORK AS ILLUSTRATED ON PLANS. IF EXISTING CONDITIONS DIFFER FROM THOSE ILLUSTRATED ON PLANS, NOTIFY ENGINEER PRIOR TO CONSTRUCTION.
12. VERIFY ALL DIMENSIONS AND GRADES AT THE JOB SITE. IF DIFFERENCES ARE FOUND, NOTIFY ENGINEER SO THAT MODIFICATIONS TO THESE DRAWINGS CAN BE MADE.
13. GRADING MORE THAN ONE ACRE WITHOUT AN APPROVED EROSION CONTROL PLAN IS A VIOLATION OF THE COUNTY'S EROSION CONTROL ORDINANCE, AND IS SUBJECT TO A FINE.
14. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
15. EXISTING CONTOURS SHOWN ARE AT 2-FOOT INTERVALS.
16. ALL CONSTRUCTION ACTIVITY AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LEXINGTON COUNTY AND SCDOT.

17. IN AREAS WHERE 2 FEET OF COVER CAN NOT BE MAINTAINED OVER STORM DRAIN PIPES, THE CONTRACTOR IS TO SUBSTITUTE CLASS IV RCP.
18. THE UTILITIES AND THE LOCATIONS THEREOF, SHOWN ON THE DRAWING REPRESENT THE DESIGNERS UNDERSTANDING OF EXISTING UTILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND EXISTENCE OF ALL UTILITIES (ELECTRICAL, MECHANICAL, WATER, SEWER, TELEPHONE, GAS, ETC.) WITHIN THE CONSTRUCTION AREA WITH THE UTILITY OWNER AND/OR THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING ANY EXCAVATION. THE OMISSION OF OR THE INCLUSION OF UTILITY LOCATIONS ON THE PLANS IS NOT TO BE CONSIDERED AS THE NONEXISTENCE OF, OR A DEFINITE LOCATION OF EXISTING UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR TO CALL 811 AND OTHER UTILITY PROVIDERS NOT A MEMBER OF THE 1-CALL SERVICE.
19. THERE SHALL BE NO ON-SITE BURIAL PITS. ALL SOLID WASTE GENERATED FROM THE PROJECT INCLUDING CONSTRUCTION AND LAND CLEARING DEBRIS, ETC. WILL BE PROPERLY DISPOSED OF OFFSITE IN AN APPROVED DISPOSAL FACILITY.
20. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING FEATURES AND TOPOGRAPHY AS NEEDED DURING CONSTRUCTION STAKING.
21. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFFSITE GRADING, PERMISSION MUST BE OBTAINED FROM AFFECTED PROPERTY OWNERS PRIOR TO GRADING ACTIVITIES. SHOULD FIELD CONDITIONS WARRANT DISTURBING SITE AREAS IN EXCESS OF THE AMOUNT OF DISTURBED ACREAGE APPROVED, THE CONTRACTOR SHALL FIRST OBTAIN APPROVAL FROM THE LEXINGTON COUNTY EROSION CONTROL INSPECTOR WHICH MAY REQUIRE REVISIONS TO THE EROSION CONTROL PERMIT.

GENERAL NOTES:

1. SIGHT TRIANGLES SHOWN ARE THE MINIMUM REQUIRED.
2. IN ORDER TO INSURE PROPER DRAINAGE, MAINTAIN A MINIMUM OF 0.5% SLOPE ALONG THE CURB.
3. PE SEALED SHOP DRAWINGS FOR RETAINING WALL MUST BE SUBMITTED TO THE COUNTY PRIOR TO CONSTRUCTION.
4. PRIOR TO CO, SURVEYOR SEALED AS-BUILT DRAWINGS OF ALL WATER QUALITY AND QUANTITY STORMWATER BMP'S AND DETENTION SYSTEMS MUST BE PROVIDED.
5. ALL MARKINGS WITHIN SCDOT R/W SHALL BE APPROVED PERMANENT PAVEMENT MARKINGS PER SECTION 625, 626, OR 627 WITHIN THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR UTILIZING ALL APPLICABLE AND CURRENT SCDOT STANDARD DRAWINGS INCLUDING, BUT NOT LIMITED TO, THE DRAWINGS REFERENCED WITHIN THESE PLANS AND THE APPROVED PERMIT PACKAGE.
7. UPON SUBSTANTIAL PROJECT COMPLETION, CONTRACTOR TO CLEAR EXISTING CULVERTS/PIPES, CATCH BASINS, AND DITCHES ALONG FRONTAGE AND DOWNSTREAM AS NECESSARY TO ACHIEVE POSITIVE DRAINAGE.
8. ALL PROPOSED OR RELOCATED SIGNAGE SHALL BE PLACED OR REPLACED IN ACCORDANCE WITH SECTION 650+000 AND INSTALLED ON SCDOT APPROVED BREAKAWAY SIGN SUPPORTS AS DETAILED IN SECTION 654+000 IN THE SCDOT STANDARD DRAWINGS.



BENTON CROSSING APTS

2615 RIVER DRIVE
COLUMBIA, SC

BENTON CROSSING LP

500 S. FRONT STREET., 10th FLOOR
COLUMBUS, OH 43215

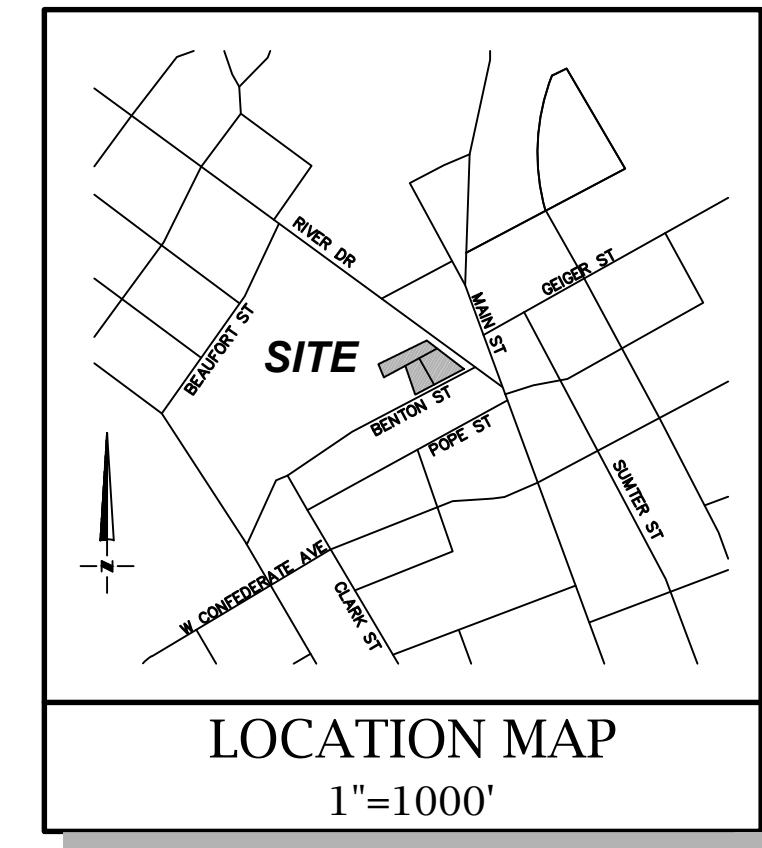
ADA
ACCESSIBILITY &
CONTROL JOINT
PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1	9/21/22	OWNER REV
3	11/4/22	SCDOT COMMENTS

CAD FILE: 22-012 BASE.DWG
PROJECT NO.: 22-012
DESIGNED BY: JDM
REVIEWED BY: JDM
DATE: AUGUST 31, 2022

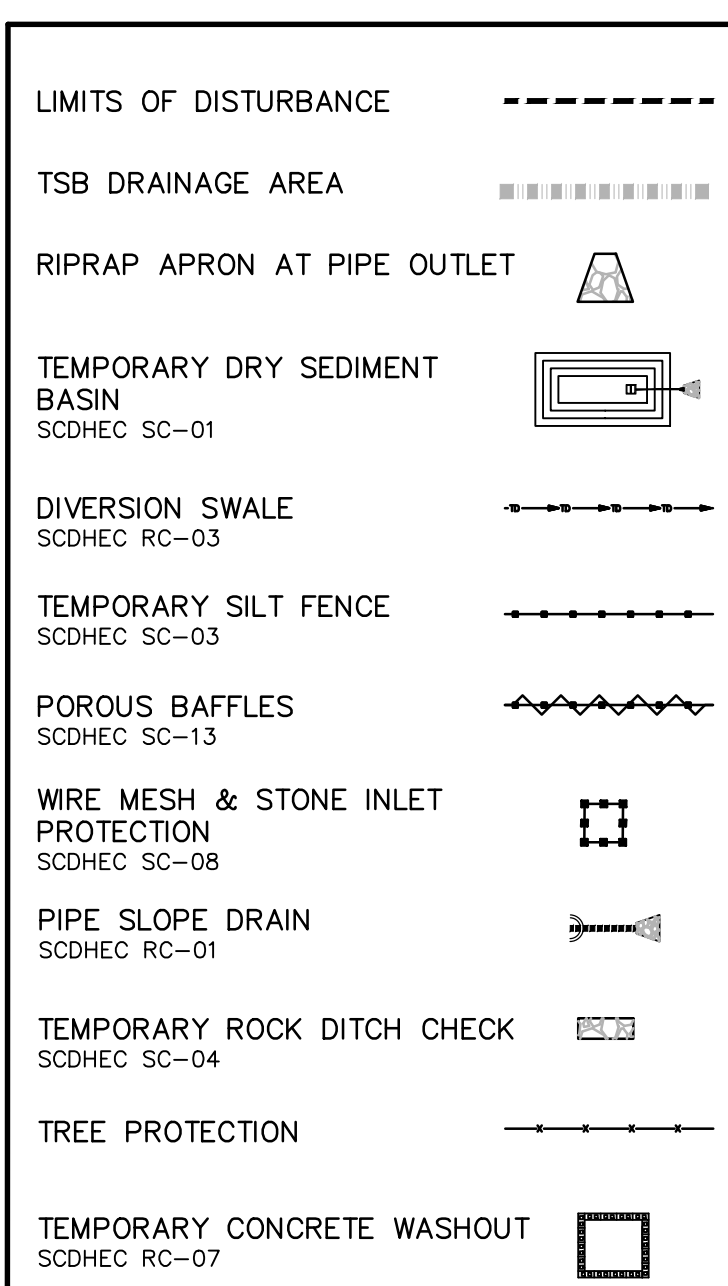
C2.0



DISTURBED ACREAGE:
±1.46 AC (63,553 SF)

SOIL TYPE:
Ur — Urban Land

SOIL LEGEND

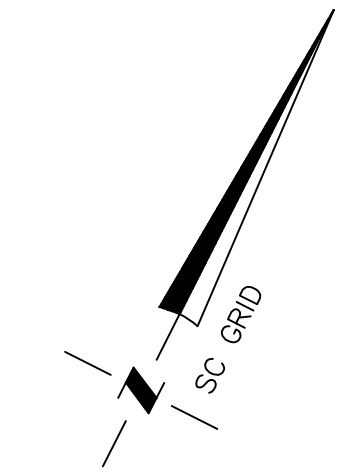


EROSION CONTROL LEGEND

GENERAL CONTRACTOR (GC) SHALL ENSURE THAT ALL PERSONNEL WORKING ON-SITE ARE FAMILIAR WITH AND FOLLOW THE C-SWPPP. GC IS RESPONSIBLE FOR KEEPING C-SWPPP UP TO DATE AND ENSURING ALL NECESSARY INSPECTIONS ARE COMPLETED BY A QUALIFIED PERSON.

SCDHEC REQUIRED NOTES:

1. IF NECESSARY, SLOPES WHICH EXCEED EIGHT (8) FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS. IN ADDITION TO HYDROSEEDING, IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED DAILY UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW:
—WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS PRACTICABLE.
—WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED NO MORE THAN 9 DAYS BETWEEN INSPECTIONS. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES AS MAY BE REQUIRED TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL COVER AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE (WOS).
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH SC REG. 72-300 SEQ. AND SCRI00000.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CANNOT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF SEVEN (7) CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL FOR REUSE.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPs (SEDIMENT BASIN, FILTER BAG, ETC.).
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
—WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
—WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
—FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
—SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF NO MORE THAN 9 DAYS BETWEEN INSPECTIONS AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE. IN ADDITION, IF THE SITE HAS REACHED FINAL STABILIZATION, YET NO NOTICE OF TERMINATION (NOT) HAS BEEN FILED, THAT MONTHLY INSPECTIONS MUST CONTINUE UNTIL SUCH TIME AS THE OPERATOR FILES THE NOT.
18. IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

- KEY NOTES:**
- A LIMITS OF DISTURBANCE
 - B CONTRACTOR SHALL INSTALL TREE PROTECTION FENCE AT BEGINNING OF CONSTRUCTION. SEE DETAIL 5/C9.1.
 - C CONTRACTOR SHALL INSTALL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE (SCDHEC SC-06). SEE DETAIL 1-2/C9.2.
 - D TEMPORARY SILT FENCE (SCDHEC SC-03) SEE DETAIL 7-8/C9.2.
 - E INSTALL TEMPORARY SILT FENCE ROCK OUTLET AT LOW POINT OF SILT FENCE (SCDHEC SC-14) SEE DETAIL 5/C9.2.

SEE STORM SEWER PIPE AND STRUCTURE SUMMARY ON SHEETS C4.0 FOR PIPE AND STORM STRUCTURE INSTALLATION.

TEMPORARY SEDIMENT BASIN SHALL BE CONVERTED AFTER 80% OF THE SITE IS STABILIZED.

DISTURBED AREAS MUST BE STABILIZED WITHIN 14 DAYS (FOR ALL DISTURBED AREAS)

EROSION CONTROL NOTES:

1. CONCRETE TRUCKS SHALL BE WASHED OUT ON SITE INTO CONCRETE WASHOUT. DO NOT DISPOSE OF CONCRETE TRUCK WASHOUT WASTE BY DUMPING INTO A SANITARY SEWER, STORM DRAIN OR ONTO SOIL OR PAVEMENT THAT CARRIES STORM WATER RUNOFF.
2. CONCRETE TRUCK WASHOUT SHALL BE DISPOSED OF IN ACCORDANCE WITH THE FOLLOWING:
— DESIGNATED AREA THAT WILL LATER BE BACKFILLED (SLURRY PIT)
— DESIGNATED AREA WHERE CONCRETE WASH CAN HARDEN AND BE DISPOSED OF AS SOLID WASTE.
— LOCATION THAT IS NOT SUBJECT TO WATER RUNOFF, AND MORE THAN 50 FEET AWAY FROM A STORM DRAIN, OPEN DITCH, OR RECEIVING WATER WAY.
— PUMP EXCESS CONCRETE IN CONCRETE PUMP BIN BACK INTO CONCRETE MIXER TRUCK.
— CONCRETE WASHOUT FROM CONCRETE PUMPER BINS CAN BE WASHED INTO CONCRETE PUMPER TRUCKS AND DISCHARGED INTO DESIGNATED WASHOUT AREA OR PROPERLY DISPOSED OF OFFSITE.
3. ALL CHEMICAL SPILLS, OIL SPILLS, OR FISH KILLS MUST BE REPORTED TO SCDHEC LAND & WASTE MANAGEMENT EMERGENCY RESPONSE CALL THE 24-HOUR EMERGENCY RESPONSE LINE AT 1-888-481-0125.
4. TEMPORARY TOILET FACILITIES SHALL BE PROVIDED FOR ALL CONSTRUCTION WORKERS AND SITE VISITORS IN ACCORDANCE WITH 2006 INTERNATIONAL PLUMBING CODE GENERAL REGULATIONS, SECTION 311. PORTABLE FACILITIES SHALL BE PLACED ON LEVEL GROUND AND AWAY FROM STORM DRAINAGE SYSTEMS (DITCHES, CATCH BASINS, ETC.). DISPOSAL AND HANDLING OF SANITARY WASTE MUST COMPLY WITH SCDHEC REQUIREMENTS.
5. FINAL GRADES FOR GRASSED AND LANDSCAPED AREAS SHALL REQUIRE A MINIMUM OF 4-6" OF CLEAN TOP SOIL, FREE OF DEBRIS AND CONTAMINANTS, AND PREFERABLY OF NATIVE ORIGIN.
6. WITHIN SEVEN CALENDAR DAYS, TEMPORARY STABILIZATION MEASURES SHALL BE COMPLETED ON TOPSOIL STOCKPILES. THE BURIAL OF ANY CELLULOSE DEBRIS WILL NEED TO BE PLATTED. THE REMOVAL OF SOIL OR WASTE FROM THE PROPOSED SITE WILL NEED TO BE TAKEN TO A PERMITTED LANDFILL OR ANOTHER PERMITTED SITE WITH A VALID LAND DISTURBANCE PERMIT. THE ASSOCIATED SITE WOULD ALSO BE REQUIRED TO PROVIDE THE APPROPRIATE EROSION AND SEDIMENT CONTROL NECESSARY TO RETAIN SEDIMENT ON SITE (WITHIN THE LIMITS OF DISTURBANCE PERMITTED).

CONSTRUCTION SEQUENCE

ANTICIPATED START DATE (OCTOBER 2022)

ANTICIPATED END DATE (MARCH 2024)

PRE-CONSTRUCTION PHASE

1. REQUEST PRE-CONSTRUCTION CONFERENCE WITH SCDHEC/CITY OF COLUMBIA EROSION CONTROL INSPECTOR AFTER RECEIVING NPDES PERMIT FROM SCDHEC.
2. INSTALL STONE CONSTRUCTION ENTRANCE AND EROSION CONTROL DEVICES AS SHOWN ON THE PLANS. CONTRACTOR SHALL MAINTAIN EROSION CONTROL PRACTICES IN PROPER WORKING ORDER UNTIL INSPECTOR APPROVAL IN THE FINAL INSPECTION PHASE. **CONTRACTOR SHALL ONLY CLEAR AREAS NECESSARY TO INSTALL EROSION AND SEDIMENT CONTROL DEVICES.** (TIME DURATION 2 WEEK)

- INSTALL TREE PROTECTION FENCE (KEYNOTE "B").
- INSTALL TEMPORARY SILT FENCE AT BACKSIDE OF EXISTING SIDEWALK FOR PHASE 1. (KEYNOTE "D").
- INSTALL SILT FENCE ROCK OUTLET (KEYNOTE "E")
- CONTRACTOR SHALL UTILIZE EXISTING CONCRETE PARKING LOT FOR ACCESS UNTIL EXISTING STRUCTURE IS REMOVED AND THEN INSTALL STABILIZED CONSTRUCTION ENTRANCE (KEYNOTE "C").

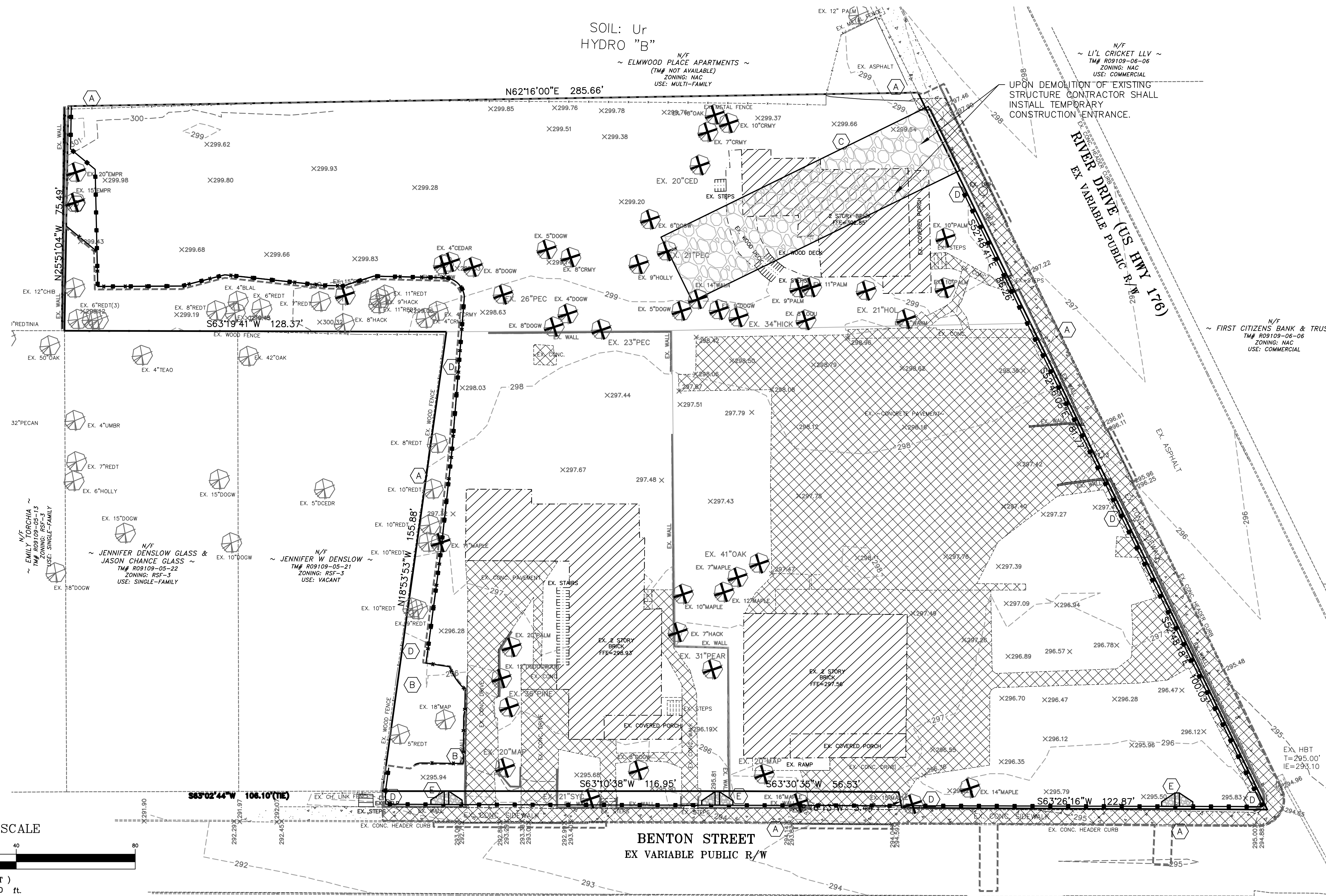
3. INFORM INSPECTOR OF COMPLETION OF DEVICE INSTALLATION AND REQUEST AN INSPECTION FOR COMPLIANCE WITH STANDARDS.

4. RECEIVE AUTHORIZATION FROM SCDHEC/CITY OF COLUMBIA INSPECTOR TO COMMENCE GRADING ACTIVITY.

5. NO AREA(S) OUTSIDE THE PROJECT LIMITS OF DISTURBANCE SHALL BE USED FOR STORAGE OR STAGING AREAS WITHOUT THE APPROVAL OF LEXINGTON COUNTY.

CLEARING & GRUBBING AND MASS GRADING PHASE

1. BEGIN CLEARING, GRUBBING THE SITE AND DEMOLISH EXISTING STRUCTURES. (TIME DURATION 8 WEEKS)
SEE EROSION CONTROL PHASE II PLANS (C3.1) FOR CONTINUATION OF CONSTRUCTION SEQUENCE.



BENTON CROSSING APTS

2615 RIVER DRIVE
COLUMBIA, SC

BENTON CROSSING LP

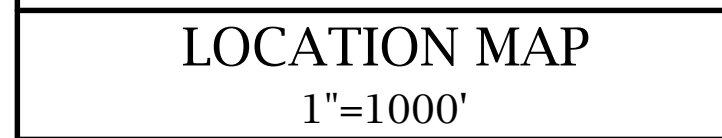
500 S. FRONT STREET, 10th FLOOR
COLUMBUS, OH 43215

EROSION CONTROL PLAN PHASE 1

REVISIONS		
1	9/21/22	OWNER REV

CAD FILE: 22-012 BASE.DWG
PROJECT NO.: 22-012
DESIGNED BY: JDM
REVIEWED BY: JDM
DATE: AUGUST 31, 2022

C3.0



SPOT SHOT TERMS

1. HDPE PIPE SHALL BE ADS N-12 SMOOTH SURFACE INTERIOR DOUBLE WALL PIPE OR EQUIVALENT
2. ROOF DRAIN "RD" SHALL BE EITHER ADS N-12 OR SDR 35 PVC PIPE WITH CLEANOUTS AT ALL BENDS.
3. HDPE (WT) PIPE SHALL BE ADS N-12 PIPE WITH WATER TIGHT JOINTS ALL OTHER HDPE PIPES SHALL HAVE SOIL TIGHT JOINTS.
4. CV IS A STANDARD PIPE WITH NO END TREATMENT.

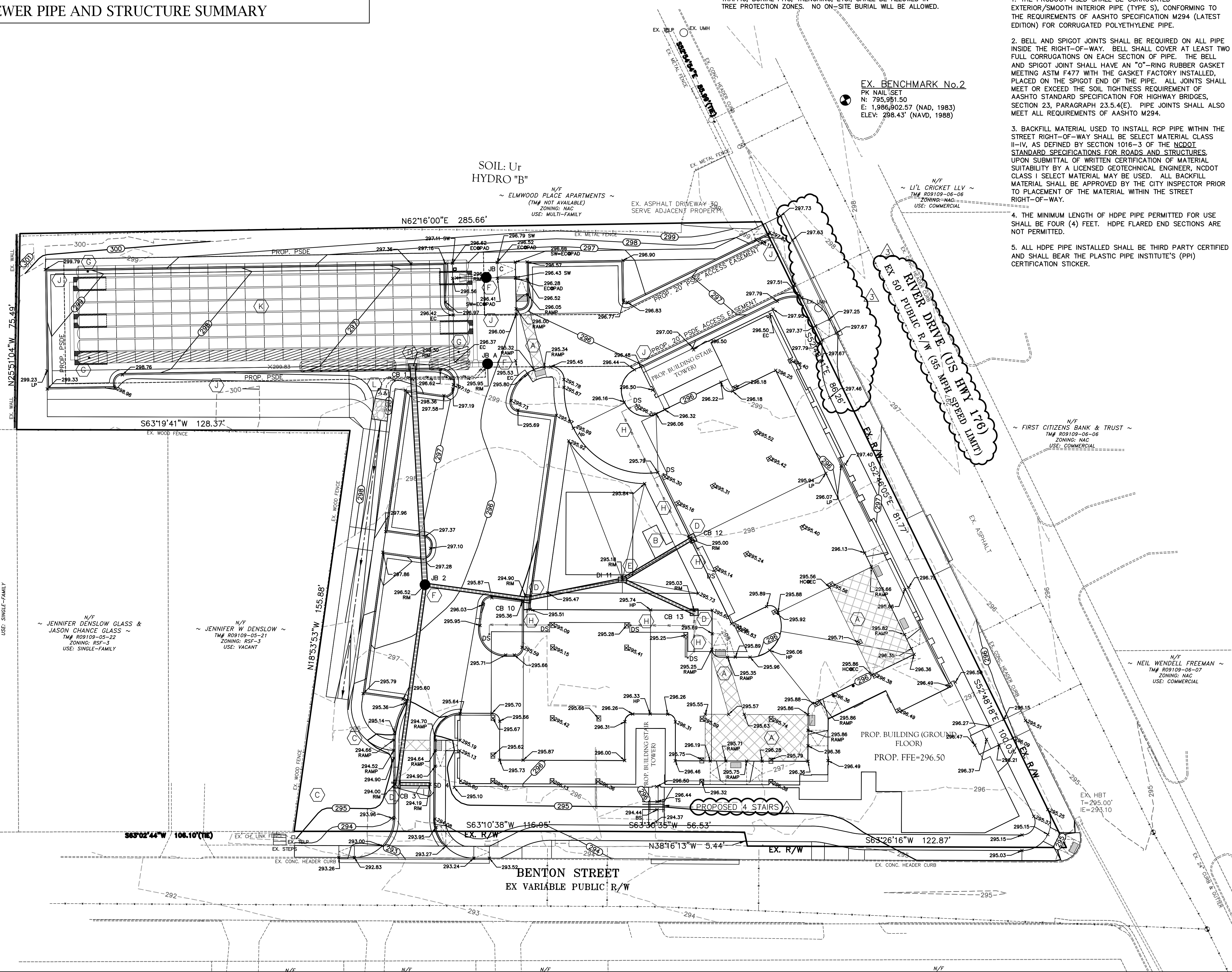
STORM SEWER PIPE AND STRUCTURE SUMMARY

SOIL TYPE:
Ur - Urban Land

SOIL LEGEND

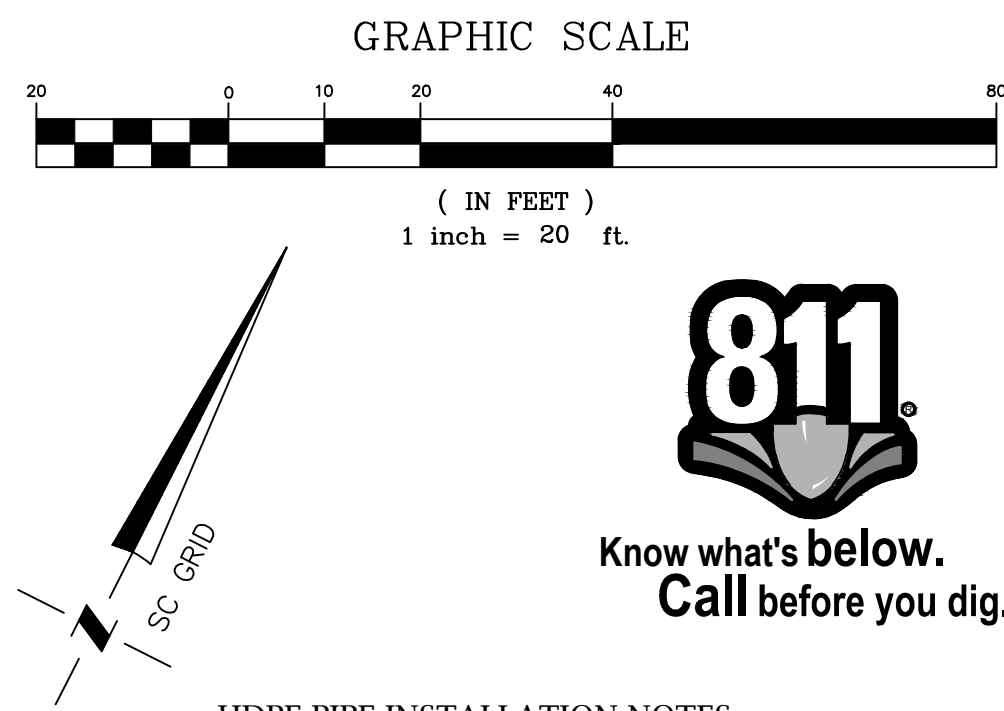
- THE PROPERTY LIES IN FLOOD ZONE "X" AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 45079C0243L, WITH AN EFFECTIVE DATE OF DECEMBER 21, 2017. ZONE "X" IS DEFINED THEREON AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- THE SITE DRAINS TOWARDS THE BROAD RIVER AND THE CLOSEST CROSS SECTION D-D HAS A BASE FLOOD ELEVATION OF 159. THE PROPOSED BUILDING FFE IS 296.5 WHICH IS 137.5 FEET ABOVE THE BASE FLOOD ELEVATION.

AFTER SITE IS STABILIZED AND PRIOR TO
INSTALLING THE STORMWATER BMP
(STORMTECH SYSTEM) CONTRACTOR SHALL
FLUSH AND CLEAN ALL STORM SEWER PIPES



GRADING NOTES:

1. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN ALL GRADED AREAS, INCLUDING PAVING, LAWN AND LANDSCAPE AREAS.
2. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO OWNER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTION PRIOR TO PROCEEDING. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING WORK, BOTH PUBLIC AND PRIVATE. CONTRACTOR IS FULLY RESPONSIBLE FOR ALL UNDERGROUND UTILITIES AND SHALL REPAIR ANY DAMAGE AS A RESULT OF THIS CONTRACT.
3. CONTRACTOR SHALL BLEND NEW EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
4. THE PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN IN DRIVES, PARKING LOTS, AND SIDEWALKS ARE FINISHED ELEVATIONS INCLUDING ASPHALT.
5. PIPE LENGTHS SHOWN ARE THE ENGINEER'S ESTIMATE USED TO COMPUTE PIPE SLOPES AND INVERTS AND SHALL NOT BE CONSTRUED BY THE CONTRACTOR TO REPRESENT THE ACTUAL QUANTITY OF PIPE REQUIRED.
6. NO DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC, BURIAL PITS, TRENCHING, ETC., SHALL BE ALLOWED IN TREE PROTECTION ZONES. NO ON-SITE SHALL BE ALLOWED.



HDPE PIPE INSTALLATION NOTES:

1. THE PRODUCT USED SHALL BE CORRUGATED EXTERIOR/SMOOTH INTERIOR PIPE (TYPE S), CONFORMING TO THE REQUIREMENTS OF AASHTO SPECIFICATION M294 (LATEST EDITION) FOR CORRUGATED POLYETHYLENE PIPE.

2. BELL AND SPIGOT JOINTS SHALL BE REQUIRED ON ALL PIPE INSIDE THE RIGHT-OF-WAY. BELL SHALL COVER AT LEAST TWO FULL CORRELATIONS ON EACH SECTION OF PIPE. THE BELL AND SPIGOT JOINT SHALL HAVE AN "O"-RING RUBBER GASKET MEETING ASTM F477 WITH THE GASKET FACTORY INSTALLED, PLACED ON THE SPIGOT END OF THE PIPE. ALL JOINTS SHALL MEET OR EXCEED THE SOIL TIGHTNESS REQUIREMENT OF AASHTO STANDARD SPECIFICATION FOR HIGHWAY BRIDGES, SECTION 1016-3.10. JOINTS SHALL ALSO MEET ALL REQUIREMENTS OF AASHTO M294.

3. BACKFILL MATERIAL USED TO INSTALL RCP PIPE WITHIN THE STREET RIGHT-OF-WAY SHALL BE SELECT MATERIAL CLASS II, AS DEFINED BY SECTION 1016-3 OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. UPON SUBMITTAL OF WRITTEN CERTIFICATION OF MATERIAL SUITABILITY BY A LICENSED GEOTECHNICAL ENGINEER, NCDOT CLASS I SELECT MATERIAL MAY BE USED. ALL BACKFILL MATERIAL SHALL BE APPROVED BY THE CITY INSPECTOR PRIOR TO PLACEMENT OF THE MATERIAL WITHIN THE STREET RIGHT-OF-WAY.

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4. THE MINIMUM LENGTH OF HDPE PIPE PERMITTED FOR USE SHALL BE FOUR (4) FEET. HDPE FLARED END SECTIONS ARE NOT PERMITTED.

5. ALL HDPE PIPE INSTALLED SHALL BE THIRD PARTY CERTIFIED AND SHALL BEAR THE PLASTIC PIPE INSTITUTE'S (PPI) CERTIFICATION STICKER.

BENTON CROSSING APTS
2615 RIVER DRIVE
COLUMBIA, SC

BENTON CROSSING LP
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GRADING PLAN

[illegible]

CAD FILE: 22-012 BASE.DWG
PROJECT NO.: 22-012
DESIGNED BY: JDM
REVIEWED BY: JDM
DATE: AUGUST 31, 2022

C4.0

M²

ENGINEERING

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2110 BENNETT ST., SUITE 400
CHARLOTTE, NC 28262
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U.S. COAST GUARD
DISTRICT OF COLUMBIA
No. 23927
DISTRICT OF COLUMBIA
11/4/92

U.S. COAST GUARD
DISTRICT OF COLUMBIA
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STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH SC-740 OR SC-310.
- CHAMBERS SHALL BE MANUFACTURED FROM VIRGIN POLYPROPYLENE OR POLYETHYLENE RESINS.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORT PANELS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL MEET ASTM F2922 (POLYETHYLENE) OR ASTM F2418-16 (POLYPROPYLENE), "STANDARD SPECIFICATION FOR THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- CHAMBERS SHALL BE DESIGNED AND ALLOWABLE LOADS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. THE CHAMBER MANUFACTURER SHALL SUBMIT THE FOLLOWING UPON REQUEST TO THE SITE DESIGN ENGINEER FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE:
 - A STRUCTURAL EVALUATION SEALED BY A REGISTERED PROFESSIONAL ENGINEER THAT DEMONSTRATES THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY AASHTO FOR THERMOPLASTIC PIPE.
 - A STRUCTURAL EVALUATION SEALED BY A REGISTERED PROFESSIONAL ENGINEER THAT DEMONSTRATES THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET: THE 50 YEAR CREEP MODULUS DATA SPECIFIED IN ASTM F2418 OR ASTM F2922 MUST BE USED AS PART OF THE AASHTO STRUCTURAL EVALUATION TO VERIFY LONG-TERM PERFORMANCE.
 - STRUCTURAL CROSS SECTION DETAIL ON WHICH THE STRUCTURAL EVALUATION IS BASED.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

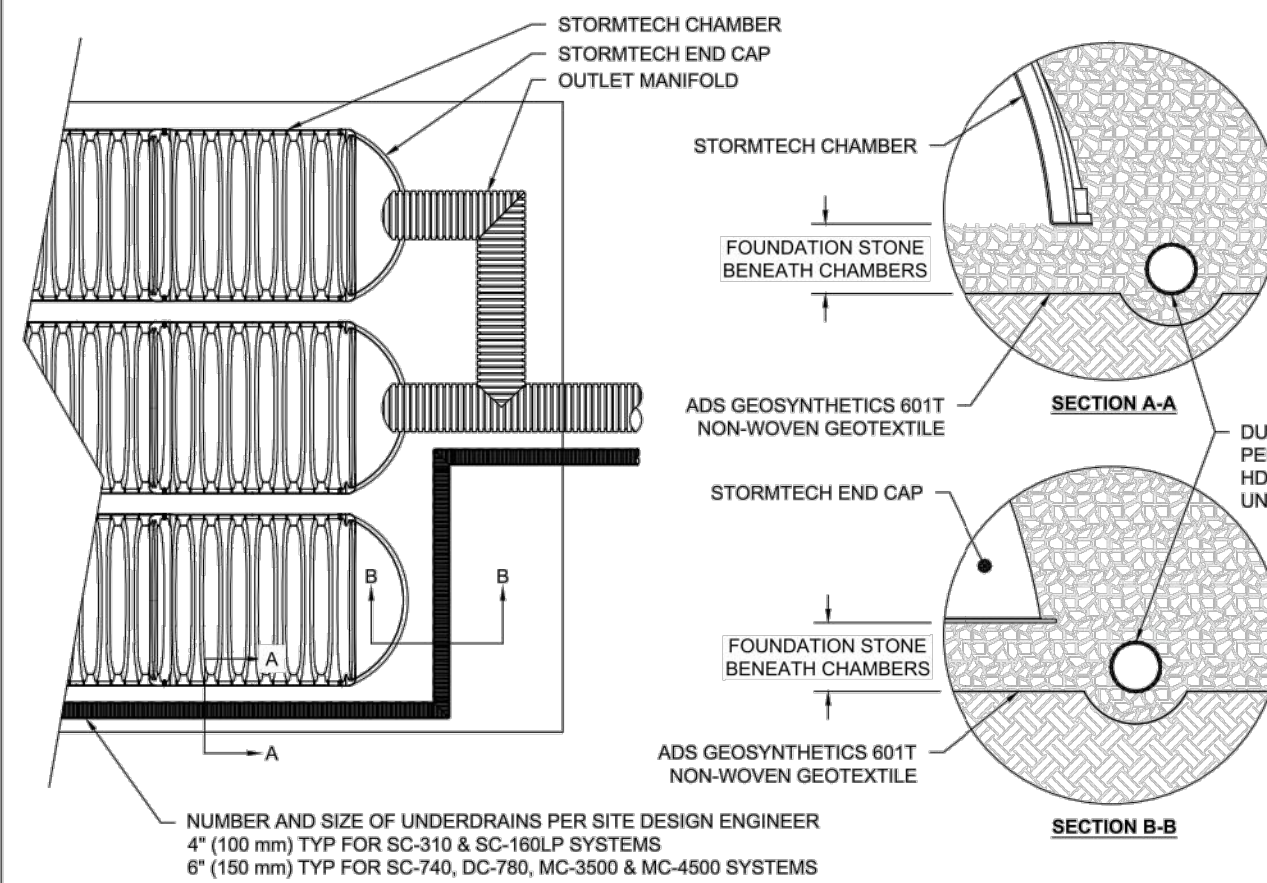
IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-310/SC-740 SYSTEM

- STORMTECH SC-310 & SC-740 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
- STORMTECH SC-310 & SC-740 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
- CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - STONESHOOTER LOCATED OFF THE CHAMBER BED.
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE 3/4-2" (20-50 mm).
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

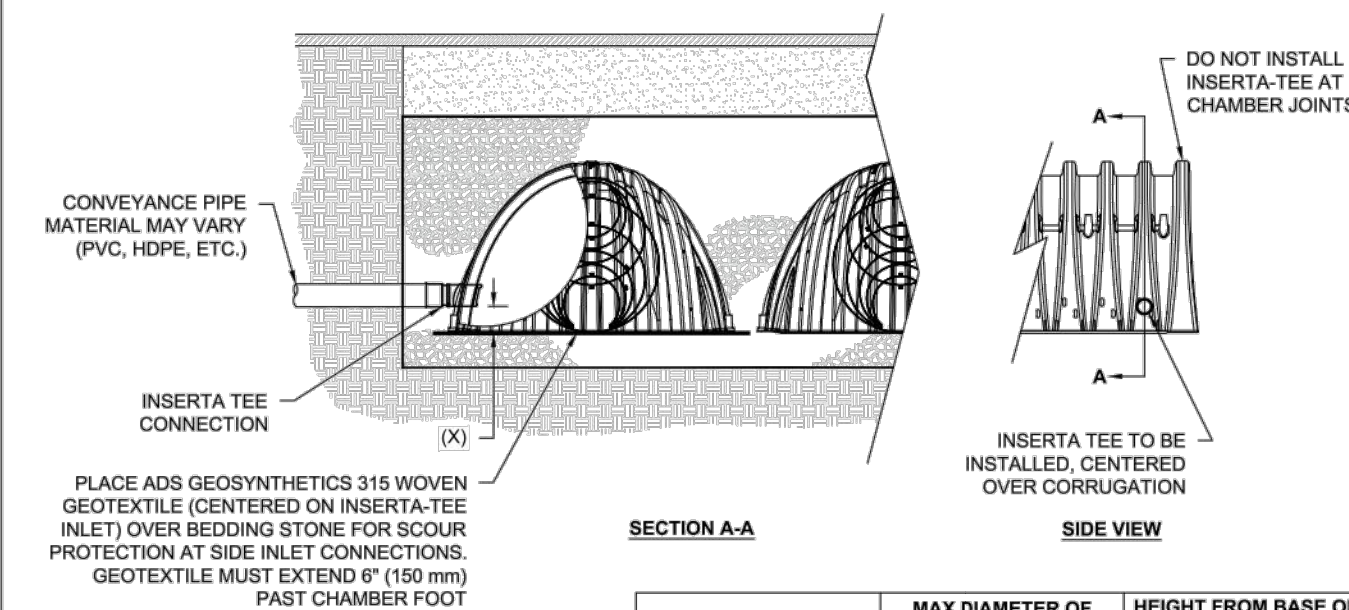
NOTES FOR CONSTRUCTION EQUIPMENT

- STORMTECH SC-310 & SC-740 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
- THE USE OF CONSTRUCTION EQUIPMENT OVER SC-310 & SC-740 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER TIERED LOADERS, DUMP TRUCKS, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
- FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO THE CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2894 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

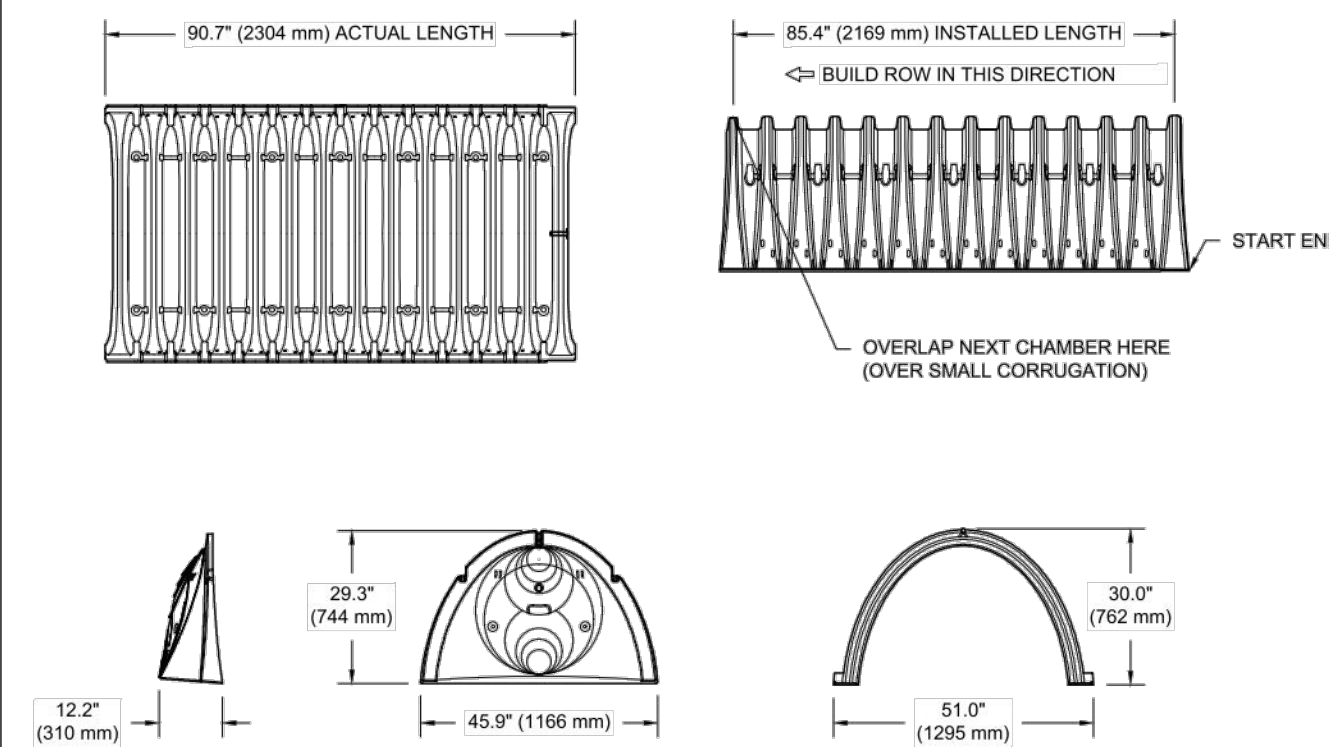


5 UNDERDRAIN DETAIL



NOTE: PART NUMBERS WILL VARY BASED ON INLET PIPE MATERIALS. CONTACT STORMTECH FOR MORE INFORMATION.

6 INSERTA-TEE SIDE INLET DETAIL



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)
CHAMBER STORAGE
MINIMUM INSTALLED STORAGE*
WEIGHT

51.0" X 30.0" X 85.4"
45.9 CUBIC FEET
74.9 CUBIC FEET
75.0 lbs.

(1295 mm X 762 mm X 2169 mm)
(1.30 m³)
(2.12 m³)
(33.6 kg)

*ASSUMES 6" (152 mm) STONE ABOVE, BELOW, AND BETWEEN CHAMBERS

PRE-FAB STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PRE-FAB STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
PRE-CORED END CAPS END WITH "PC"

PART #	STUB	A	B	C
SC740EP06T / SC740EP06TPC	6" (150 mm)	10.9" (277 mm)	18.5" (470 mm)	0.5" (13 mm)
SC740EP08B / SC740EP08BPC	8" (200 mm)	12.2" (310 mm)	16.5" (419 mm)	0.6" (15 mm)
SC740EP08T / SC740EP08TPC	8" (200 mm)	12.2" (310 mm)	16.5" (419 mm)	0.6" (15 mm)
SC740EP10B / SC740EP10BPC	10" (250 mm)	13.4" (340 mm)	14.5" (368 mm)	0.7" (18 mm)
SC740EP10T / SC740EP10TPC	10" (250 mm)	13.4" (340 mm)	14.5" (368 mm)	0.7" (18 mm)
SC740EP12B / SC740EP12BPC	12" (300 mm)	14.7" (373 mm)	12.5" (318 mm)	1.2" (30 mm)
SC740EP12T / SC740EP12TPC	12" (300 mm)	14.7" (373 mm)	12.5" (318 mm)	1.2" (30 mm)
SC740EP15B / SC740EP15BPC	15" (375 mm)	18.4" (467 mm)	9.0" (229 mm)	1.3" (33 mm)
SC740EP15T / SC740EP15TPC	15" (375 mm)	18.4" (467 mm)	9.0" (229 mm)	1.3" (33 mm)
SC740EP18B / SC740EP18BPC	18" (450 mm)	19.7" (500 mm)	5.0" (127 mm)	1.6" (41 mm)
SC740EP18T / SC740EP18TPC	18" (450 mm)	19.7" (500 mm)	5.0" (127 mm)	1.6" (41 mm)
SC740EP24B*	24" (600 mm)	18.5" (470 mm)	---	0.1" (3 mm)

ALL STUBS, EXCEPT FOR THE SC740EP24B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2894.

* FOR THE SC740EP24B THE 24" (600 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 1.75" (44 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

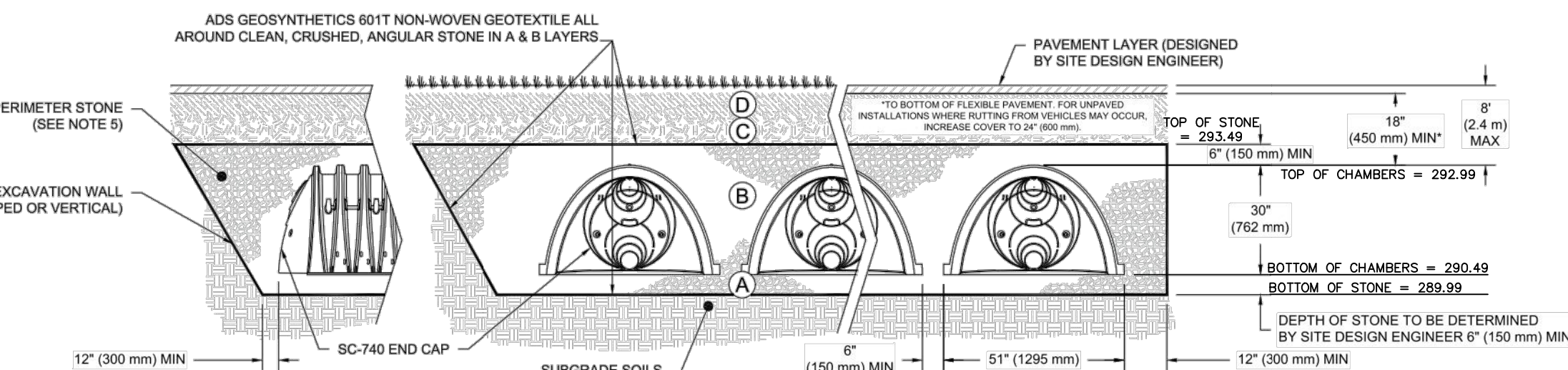
2 SC-740 TECHNICAL SPECIFICATIONS

ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE 'B' LAYER TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145* A-1, A-2, A-3 OR AASHTO M43* 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 90% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 90% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE 'A' LAYER TO THE 'C' LAYER ABOVE.	AASHTO M43* 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43* 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{1,2}

PLEASE NOTE:

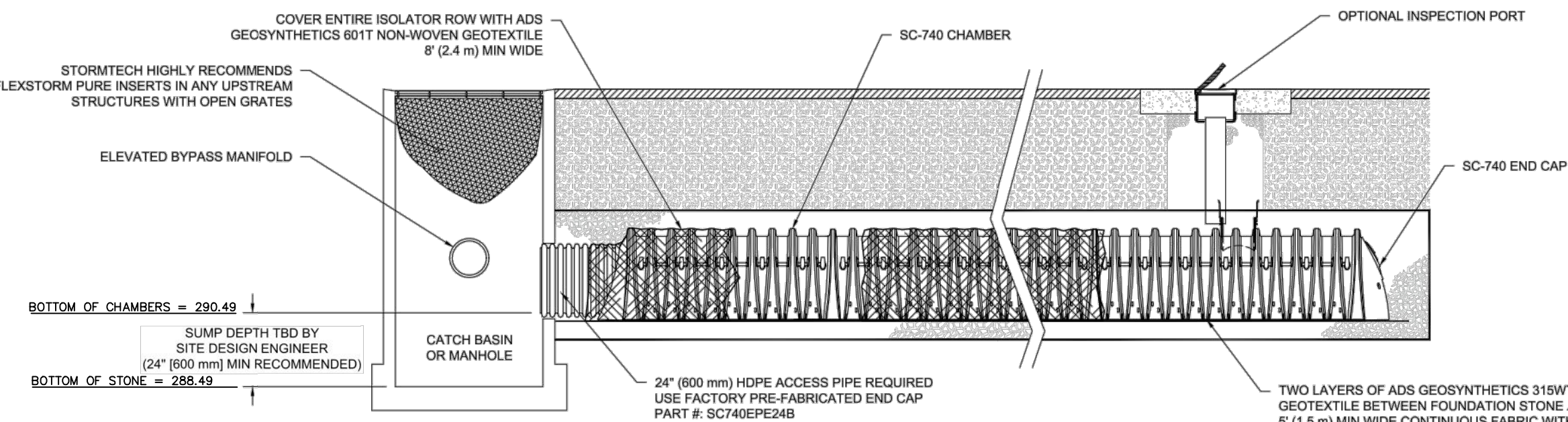
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
- STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
- WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

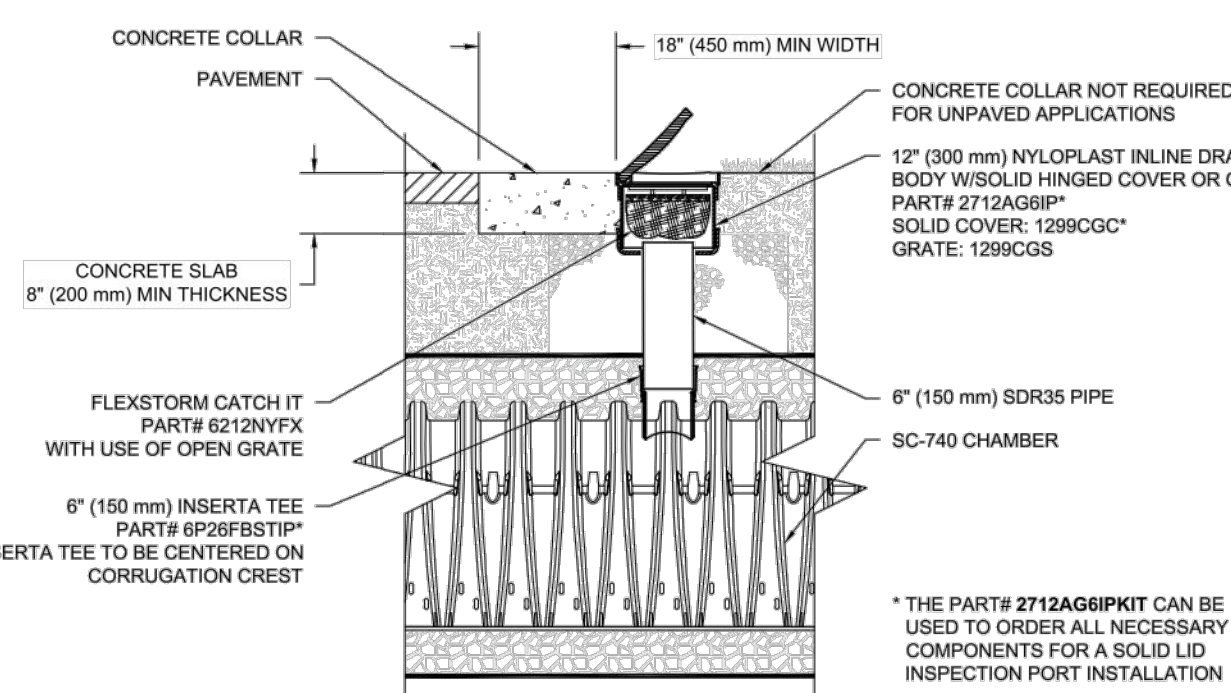
- SC-740 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

1 SC-740 CROSS SECTION DETAIL



CB 1 SHALL INCLUDE A 24" SUMP

3 SC-740 ISOLATOR ROW DETAIL



INSPECTION & MAINTENANCE

- INSPECT ISOLATOR ROW FOR SEDIMENT INSPECTION PORTS (IF PRESENT)
 - REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
 - REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
 - USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
 - LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
- ALL ISOLATOR ROWS
 - REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW USING A FLASHLIGHT. INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
 - MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
 - FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
- IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
 - A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
 - APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
 - VACUUM STRUCTURE SUMP AS REQUIRED
- REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.
- INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

4 SC-740 6" (150 mm) INSPECTION PORT DETAIL

DRAWN: JLM DATE: 08/28/18
REVIEWED: JLM PROJECT NO:
REV: NOT TO SCALE

SC-740 STANDARD DETAILS

StormTech
75 WOODBURN BLVD. SUITE 11000
HILLIARD, OH 43026
(614) 892-2894

4640 TRUEMAN BLVD
HILLIARD, OH 43026

ADS
ADVANCED DRAINAGE SYSTEMS, INC.

SHEET
1 OF 1

BENTON CROSSING APTS

2615 RIVER DRIVE
COLUMBIA, SC

BENTON CROSSING LP

500 S. FRONT STREET., 10TH FLOOR
COLUMBUS, OH 43215

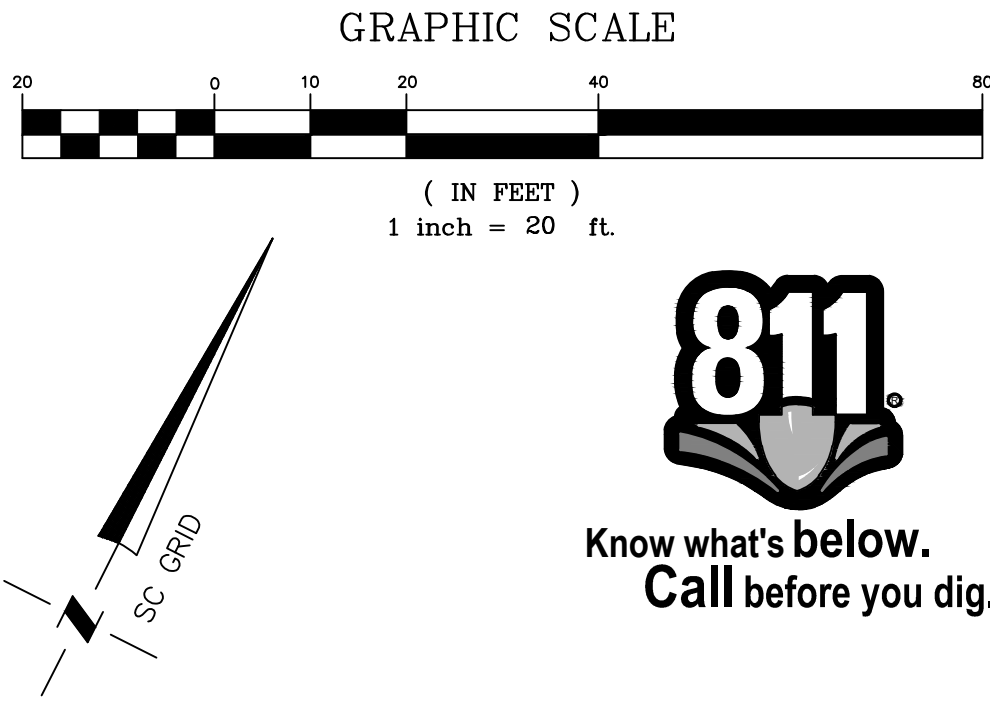
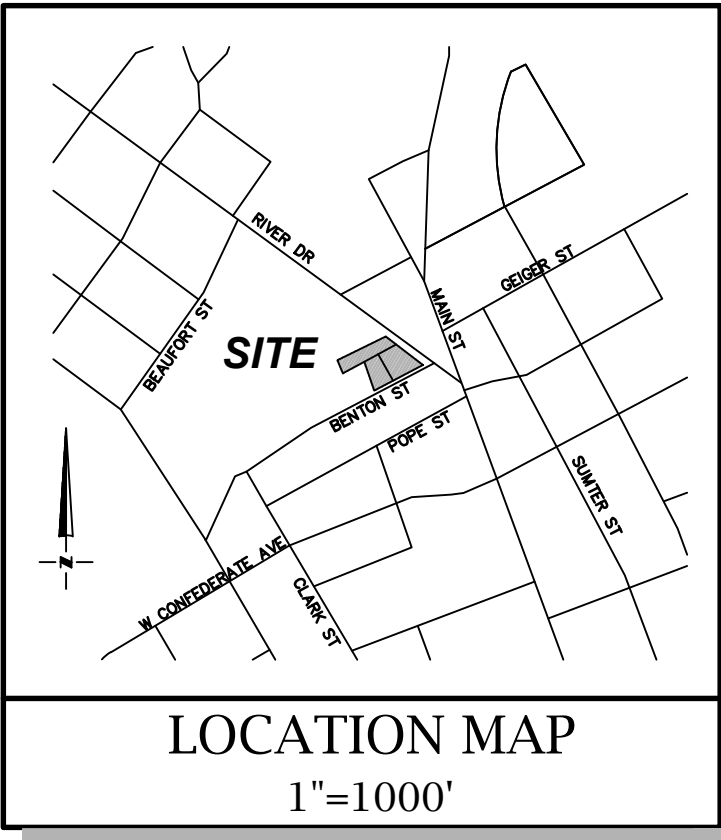
SCM STANDARD DETAILS

REVISIONS

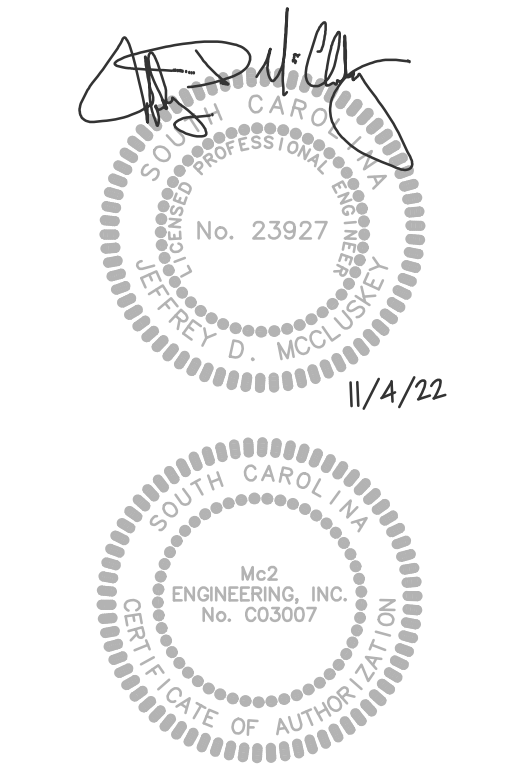
NO.	DESCRIPTION	DATE

CAD FILE: 22-012 BASE.DWG
PROJECT NO.: 22-012
DESIGNED BY: JDM
REVIEWED BY: JDM
DATE: AUGUST 31, 2022

C4.1



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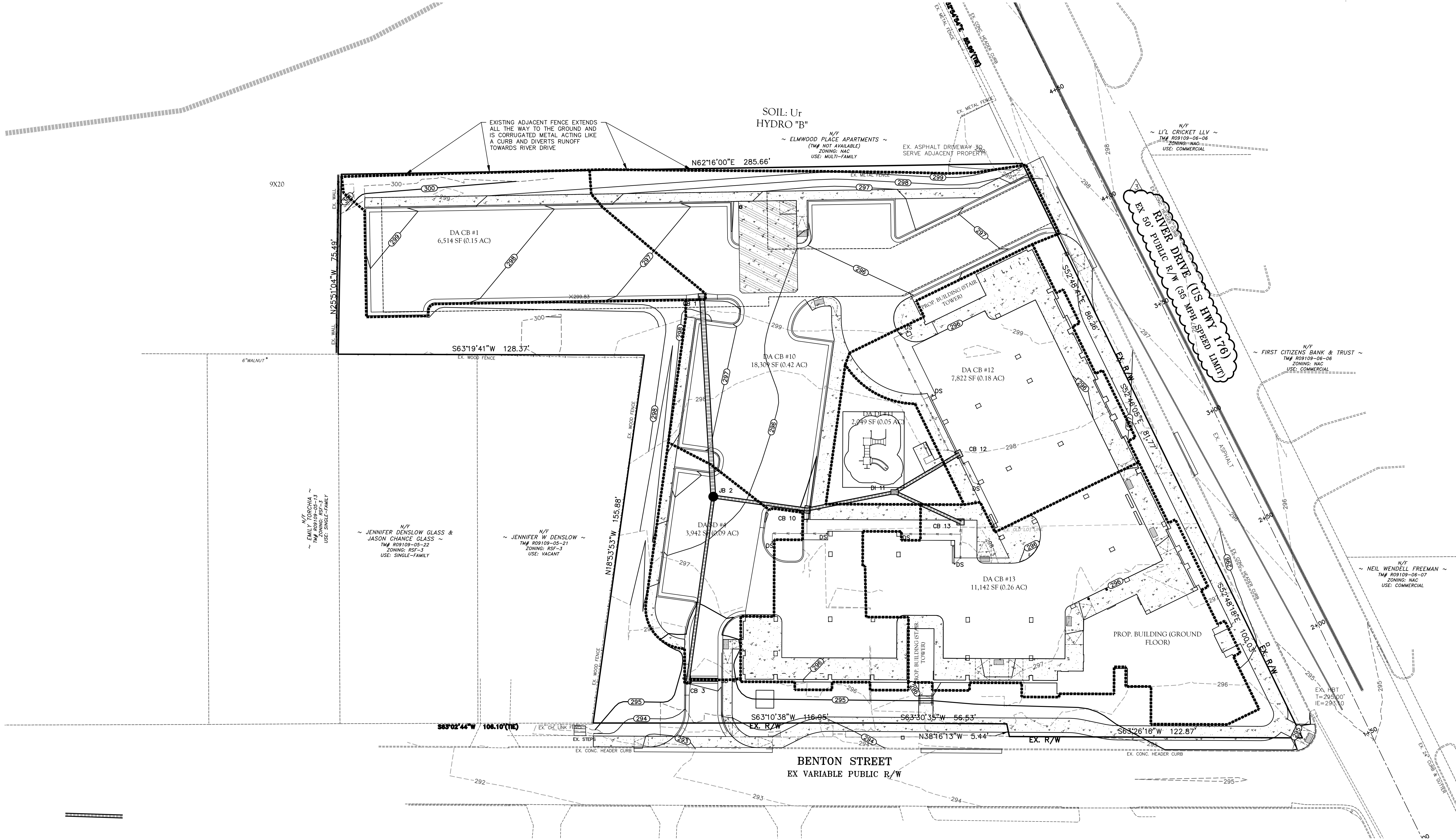
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COLUMBUS, OH 43215

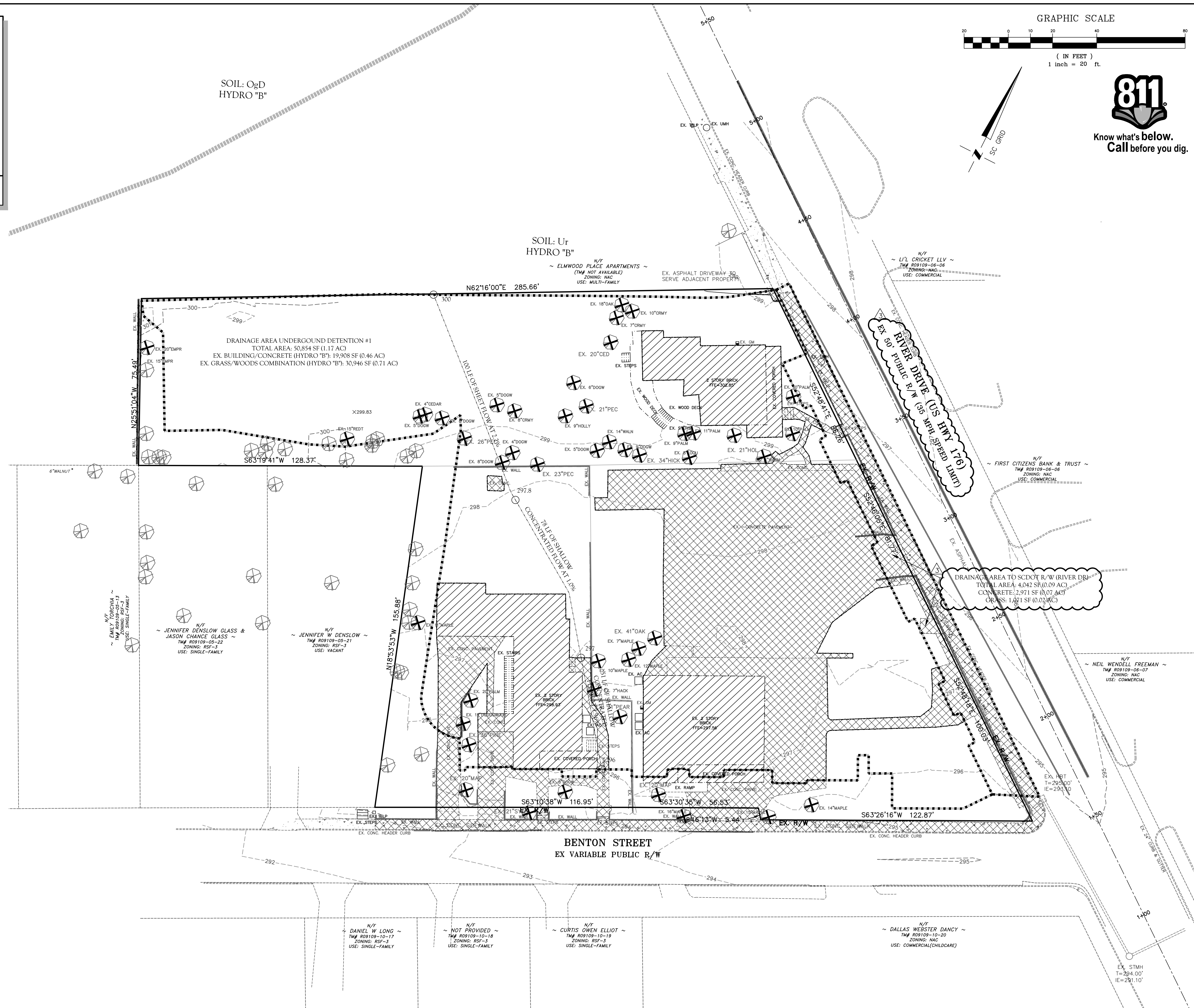
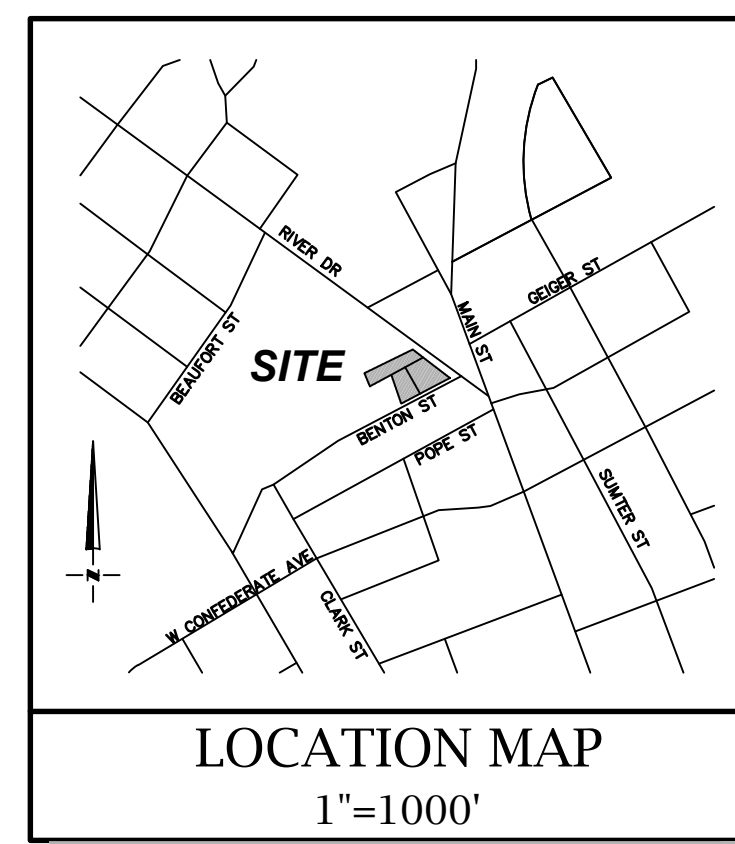
**STORM SEWER
DRAINAGE AREA
PLAN**

REVISIONS		
3	11/4/22	SCDOT COMMENTS

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C4.3





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The image shows two circular professional engineer stamps from the State of South Carolina. The top stamp is for Jeffrey D. McCloskey, No. 23927, with a signature and date 11/4/22. The bottom stamp is for Mc2 Engineering, Inc., No. C03007.

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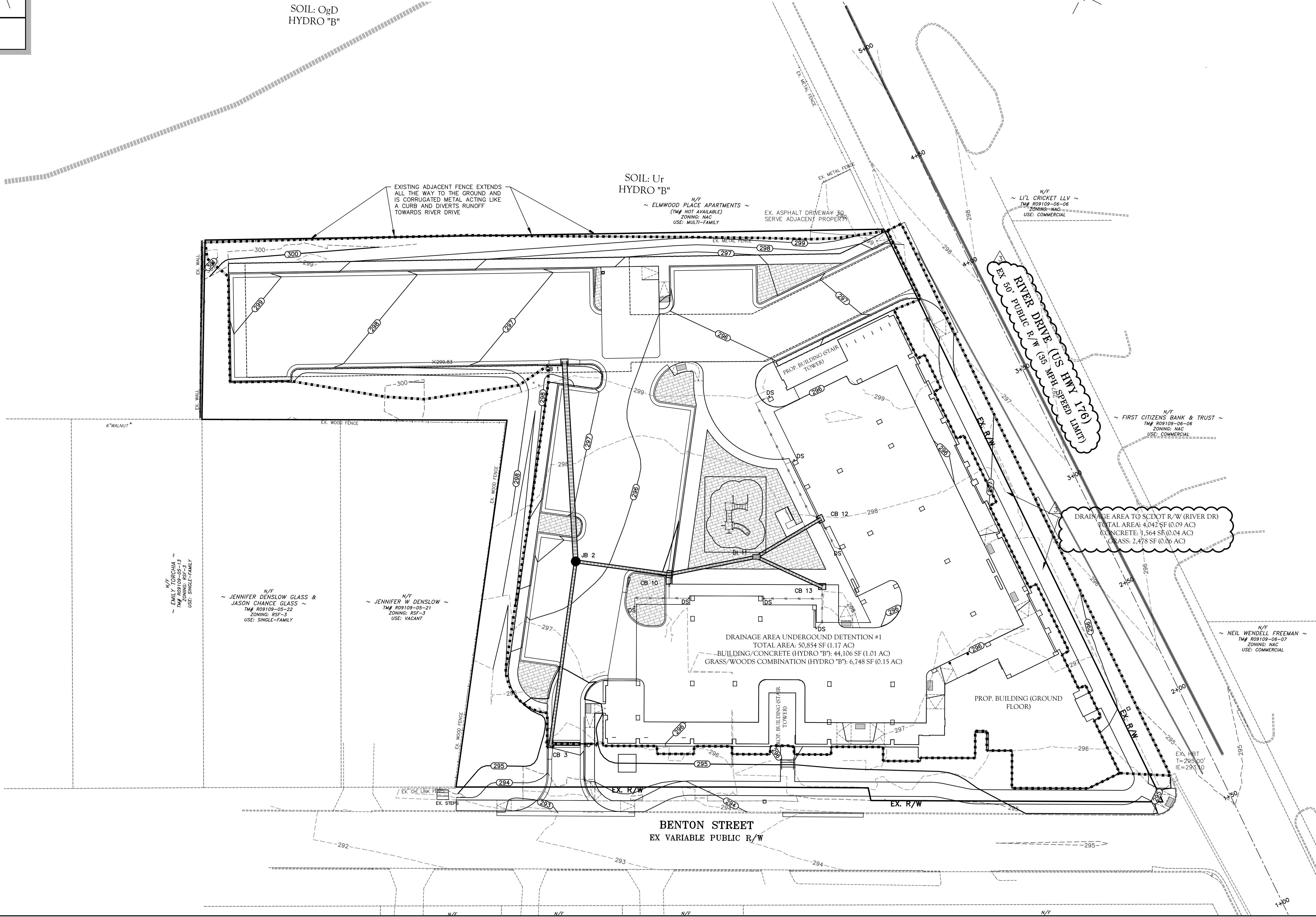
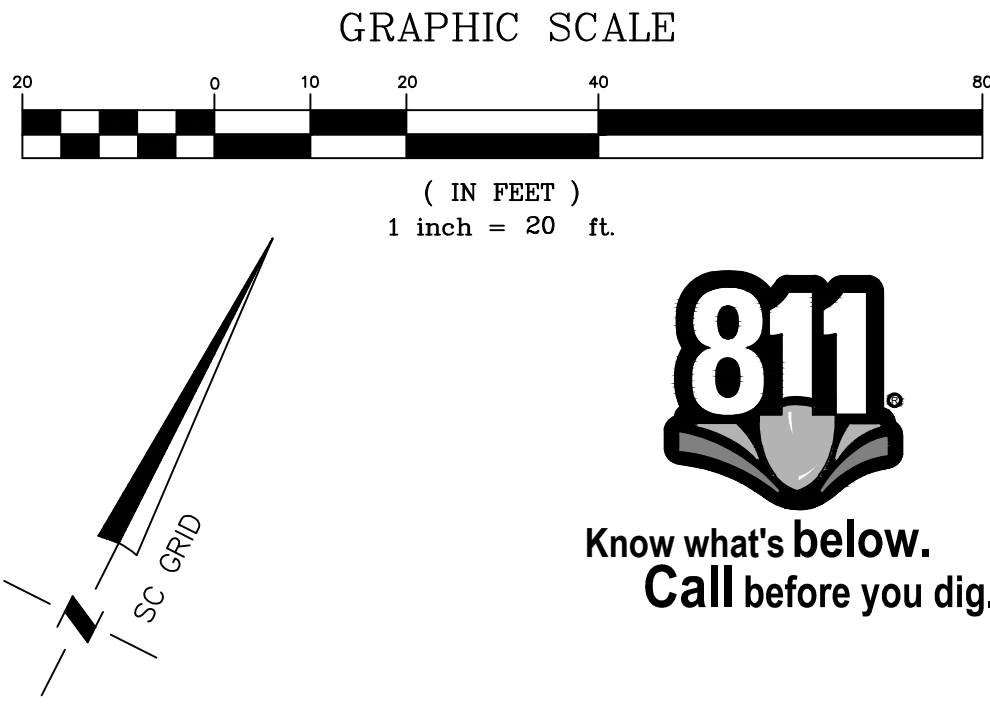
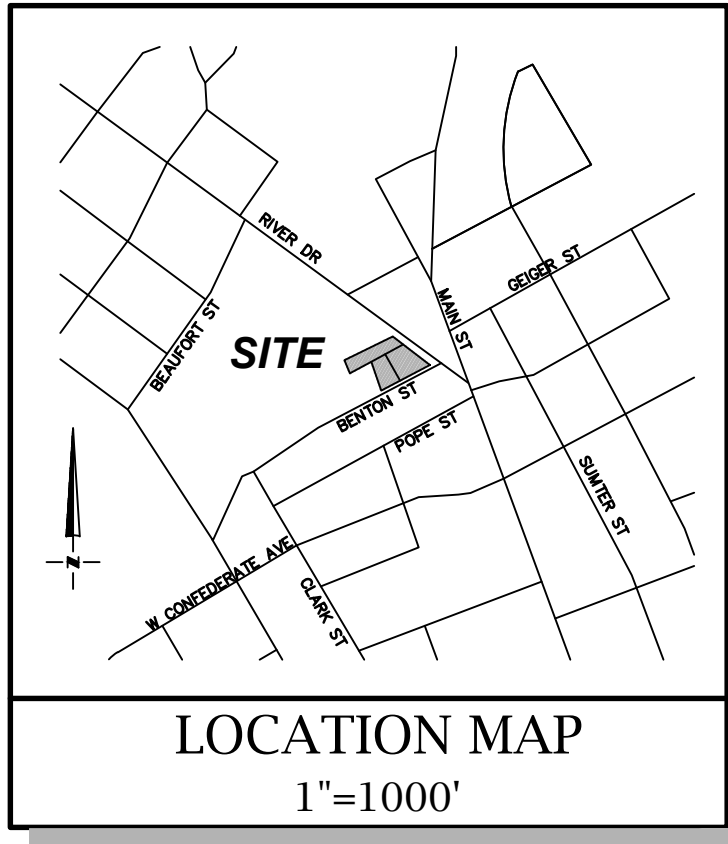
COLUMBIA, SC

BENTON CROSSING LP

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COLUMBUS, OH 43215

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BENTON CROSSING APTS

2615 RIVER DRIVE
COLUMBIA, SC

BENTON CROSSING LP

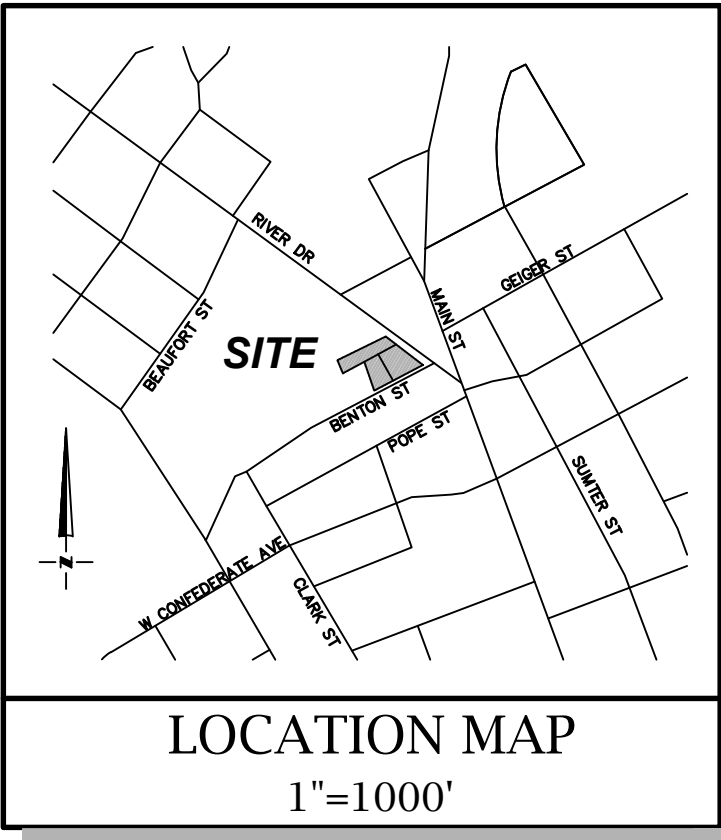
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COLUMBUS, OH 43215

POST-DEVELOPMENT
DRAINAGE AREA
PLAN

REVISIONS		
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3	11/4/22	SCDOT COMMENTS

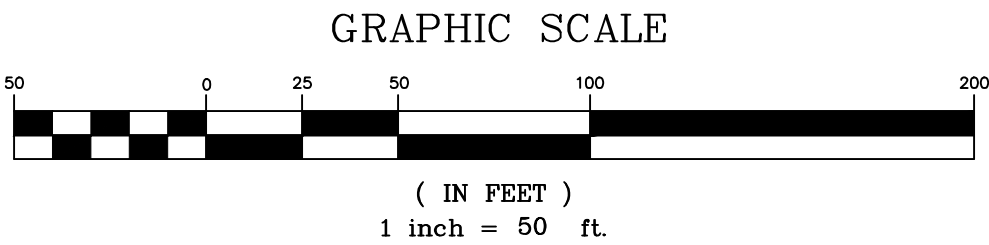
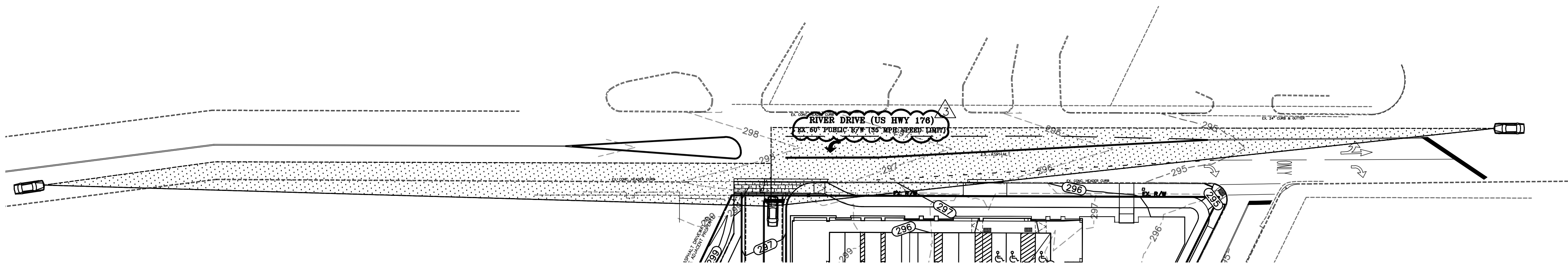
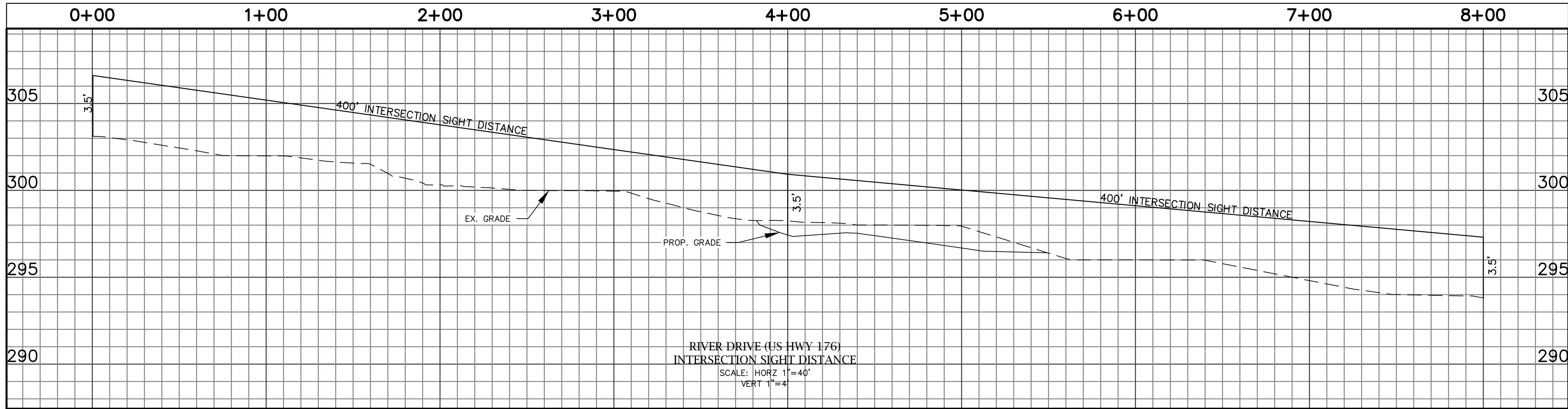
CAD FILE: 22-012 BASE.DWG
PROJECT NO.: 22-012
DESIGNED BY: JDM
REVIEWED BY: JDM
DATE: AUGUST 31, 2022

C4.5



DESIGN SPEED:	35 MPH
MINIMUM REQUIRED SIGHT DISTANCE:	400'
OBSERVABLE/PROVIDED SIGHT DISTANCE:	400'+

SIGHT DISTANCE SUMMARY



BENTON CROSSING APTS

2615 RIVER DRIVE
COLUMBIA, SC

BENTON CROSSING LP

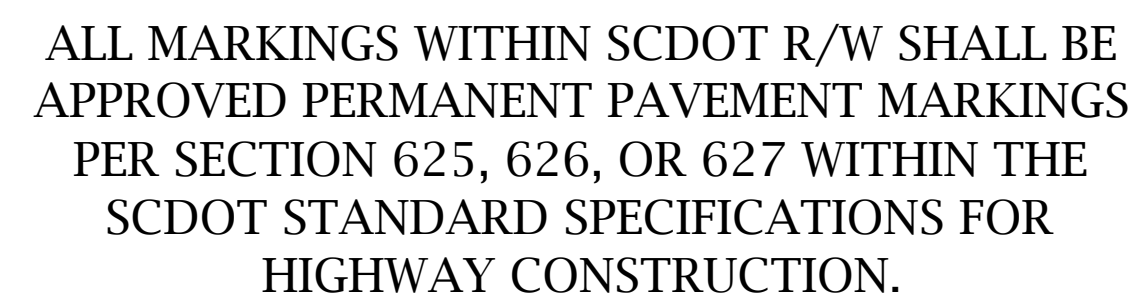
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INTERSECTION
SIGHT
DISTANCE

REVISIONS			
1	9/21/22	OWNER REV	
3	11/4/22	SCDOT COMMENTS	

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C6.1



- CONSTRUCTION SEQUENCE:**
1. CONTRACTOR SHALL PLACE ADVANCE WARNING SIGNS & PLACE CONES AS SHOWN ON THE TRAFFIC CONTROL PLAN.
 2. CONTRACTOR SHALL BEGIN GRADING FOR PROPOSED DRIVEWAY CONNECTION AND MILLING EXISTING ROAD AS INDICATED IN THE DRIVEWAY PLANS.
 3. AFTER OVERLAYING ASPHALT AND COMPLETING DRIVEWAY CONNECTION CONTRACTOR SHALL REMOVE CONES IN REVERSE ORDER FROM DOWNSTREAM TO UPSTREAM DIRECTION (REVERSE OF TRAFFIC FLOW).




 SOUTH CAROLINA
 DEPARTMENT OF REVENUE
 No. 23927
 STATE TAX DEPARTMENT
 D. McCULLOUGH
 9/21/22


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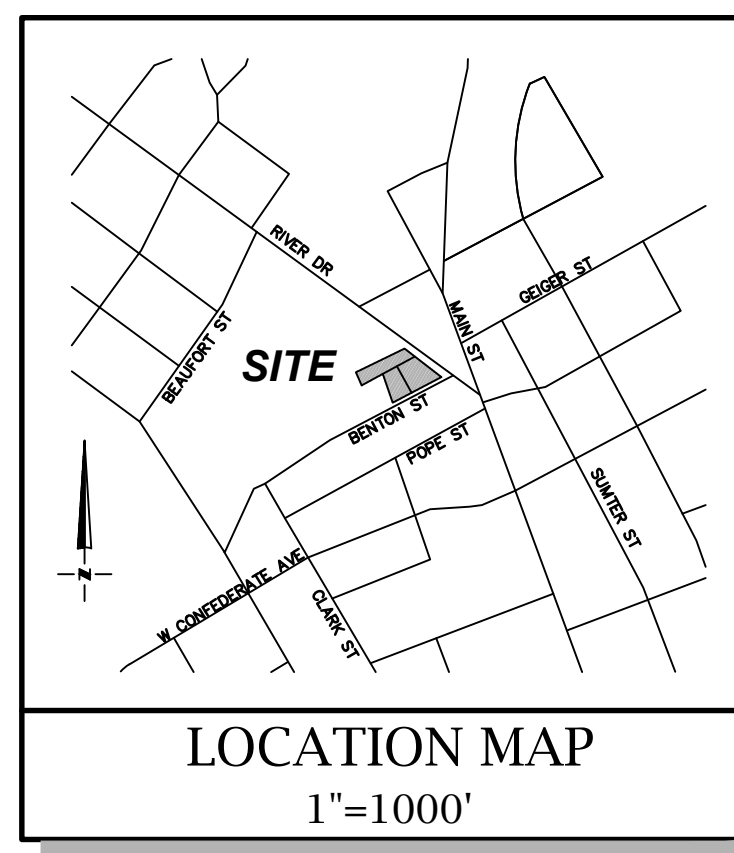
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TRAFFIC CONTROL PLAN

[illegible]

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C6.2



SITE/UTILITY NOTES:

1. MAINTAIN MINIMUM 10' HORIZONTAL SEPARATION BETWEEN WATER LINE AND OTHER UTILITY LINES.
2. CONTRACTOR TO LOCATE BUILDING TIE-INS PER PLUMBING PLANS.
3. THERE SHALL BE NO TAPS, PIPING BRANCHES, UNAPPROVED BYPASS PIPING, HYDRANTS, FIRE DEPARTMENT CONNECTION POINTS OR OTHER WATER USING APPURTENANCES CONNECTED TO THE SUPPLY LINE BETWEEN ANY WATER METER AND REQUIRED BACKFLOW ASSEMBLY.
4. EACH REQUIRED BACKFLOW PREVENTER SHALL BE TESTED BY AN APPROVED CERTIFIED TESTER PRIOR TO PLACING WATER SYSTEM IN SERVICE.
5. WATER SERVICE TO BE INSTALLED PER JOINT MUNICIPAL WATER AND SEWER COMMISSION REQUIREMENTS.
6. WATERLINE SHALL BE INSTALLED WITH A MINIMUM OF 36" OF COVER.
7. CONTRACTOR SHALL INSTALL A COPPER TRACER WIRE WITH PROPOSED PVC WATERLINE FOR FUTURE LOCATING. CONTRACTOR SHALL PROVIDE EXTRA LOOP OF WIRE IN VALVE BOXES AND BACKFLOW PREVENTER.
8. CONTRACTOR SHALL FURNISH TRAFFIC BEARING SANITARY SEWER CLEANOUT COVERS IN ALL TRAFFIC BEARING LOCATIONS AND SIDEWALKS.
9. ALL PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.

RELATION OF WATER MAINS TO SEWERS

LATERAL SEPARATION OF SEWERS AND WATER MAINS

1. SEWER AND WATER MAINS SHALL HAVE AT LEAST A 10 FEET HORIZONTAL SEPARATION MEASURED FROM OUTSIDE EDGE TO OUTSIDE EDGE OF PIPE.
2. IF IT IS IMPOSSIBLE TO OBTAIN PROPER HORIZONTAL AND VERTICAL SEPARATION AS DESCRIBED ABOVE, OR ANYTIME THE SEWER IS OVER THE WATER MAIN, BOTH THE WATER MAIN AND SEWER MUST BE CONSTRUCTED OF FERROUS PIPE COMPLYING WITH PUBLIC WATER SUPPLY DESIGN STANDARDS AND BE PRESSURE TESTED TO 150 PSI TO ASSURE WATERTIGHTNESS BEFORE BACKFILLING.
3. A 24 INCH VERTICAL SEPARATION SHALL BE PROVIDED BETWEEN STORM SEWER AND SANITARY SEWER LINES OR FERROUS PIPE SPECIFIED.

CROSSING A WATER MAIN OVER A SEWER

4. WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 24 INCHES ABOVE THE TOP OF THE SEWER, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT AN 24 INCH VERTICAL SEPARATION IN WHICH CASE BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.

CROSSING A WATER MAIN UNDER A SEWER

5. WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER, BOTH THE WATER MAIN AND THE SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING. A SECTION OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING.

TOWN OF LEXINGTON STANDARD UTILITY NOTES:

- ALL WORK AND MATERIALS USED ARE TO BE DONE IN ACCORDANCE WITH CITY OF COLUMBIA SPECIFICATIONS.
- AS-BUILTS ARE REQUIRED BEFORE A FINAL WILL BE DONE.
- BEFORE BEGINNING ANY UTILITY CONSTRUCTION, CONTRACTOR MUST ARRANGE AND ATTEND A PRE-CONSTRUCTION MEETING WITH CITY OF COLUMBIA INSPECTOR
- BACKFILL TESTING SHALL BE DONE AT OWNER'S EXPENSE ON ALL WATER AND SEWER MAINS AND ANY ROAD CROSSING SERVICES. TEST THE FIRST 12-INCHES OF COMPACTED BACKFILL OVER THE UTILITY. TEST SPACING NOT TO EXCEED 50 FEET OR WHERE CHANGES IN BACKFILL MATERIAL ARE OBSERVED. MINIMUM COMPACTION SHALL BE 98% STANDARD PROCTOR PER ASTM 698. TOWN INSPECTOR CAN REEVALUATE IN FIELD AND REDUCE TESTING SPACING BASED ON SOIL, DEPTH, ETC. COMPACTION REPORT MUST BE SUBMITTED TO CITY BEFORE ANY O&MS WILL BE ISSUED.
- TRACER WIRE: GREEN (SEWER) BLUE (WATER) SHALL BE RUN ALONG ALL UTILITY MAINS AND SERVICES FROM INITIAL TAP TO END STRUCTURE. IT IS TO BE RUN UP ALL VALVES, BOXES, MHS, AND CLEANOUTS.
- ALL DUCTILE IRON PIPES USED IN SEWER SYSTEM SHALL BE PROTECTED AND EPOXY LINED.
- ALL SANITARY SEWER FORCEMAINS SHALL HAVE A MINIMUM OF FOUR (4) FEET OF COVER.
- ALL GRAVITY SEWER MAINS FROM 12" TO 20" DEEP NEED TO BE SDR30 SEWER PIPE AND FITTINGS.
- ALL SEWER MAINS ARE TO BE VIDEOED WITH A VIDEO INSPECTION REPORT PROVIDED.
- IF EXISTING STRUCTURE WITH CITY SERVICE IS BEING DEMOLISHED, SERVICES TO BE CUT AND CAPPED AT THIS TIME.
- ALL GREASE TRAPS ARE TO BE INSPECTED BEFORE ANY FINALS WILL BE ISSUED.
- ANY WATER SERVICE WITH A TESTABLE BACKFLOW SHALL BE TESTED AND REPORTED TO THE CITY BEFORE ANY FINALS WILL BE ISSUED.

KEY NOTES:

- CONTRACTOR SHALL DISCONNECT EXISTING UTILITIES AND REMOVE EXISTING STRUCTURES AFTER SUCCESSFULLY OBTAINING ALL DEMOLITION PERMITS. REMOVE ALL MECHANICAL EQUIPMENT.
- DEVELOPER SHALL COORDINATE WITH POWER COMPANY TO REMOVE EXISTING SERVICES AND POWER POLES ON-SITE.
- DEVELOPER SHALL COORDINATE WITH POWER COMPANY TO RELOCATE THE EXISTING POWER POLE BASED ON THE LOCATION OF THE PROPOSED DRIVEWAY CONNECTION.
- CONTRACTOR SHALL REMOVE EXISTING WATER METER AND SERVICE CONNECTION. EXISTING CAPACITY FEES TO BE APPLIED TOWARDS NEW UTILITY CONNECTIONS. SEE UTILITY PLAN C7.0.
- CONTRACTOR SHALL COORDINATE WITH DOMINION ENERGY TO REMOVE EXISTING COBRA HEAD STREET LIGHT FROM EXISTING POWER POLE.
- CONTRACTOR SHALL INSTALL PEDESTRIAN LIGHTING HOLOPHANE ALUMINUM POLE MODEL: WDA 14 F5J 17D C03 RALxxxxSDCR HOLOPHANE LIGHT MODEL: GVD3 P30 30K MVOLT MS GL3 RALxxxxSDCR [BLANK] [BLANK] WITH THE FOLLOWING CONTROL OPTIONS: PR3 PCLL
- PROPOSED LOCATION OF ELECTRIC TRANSFORMER.

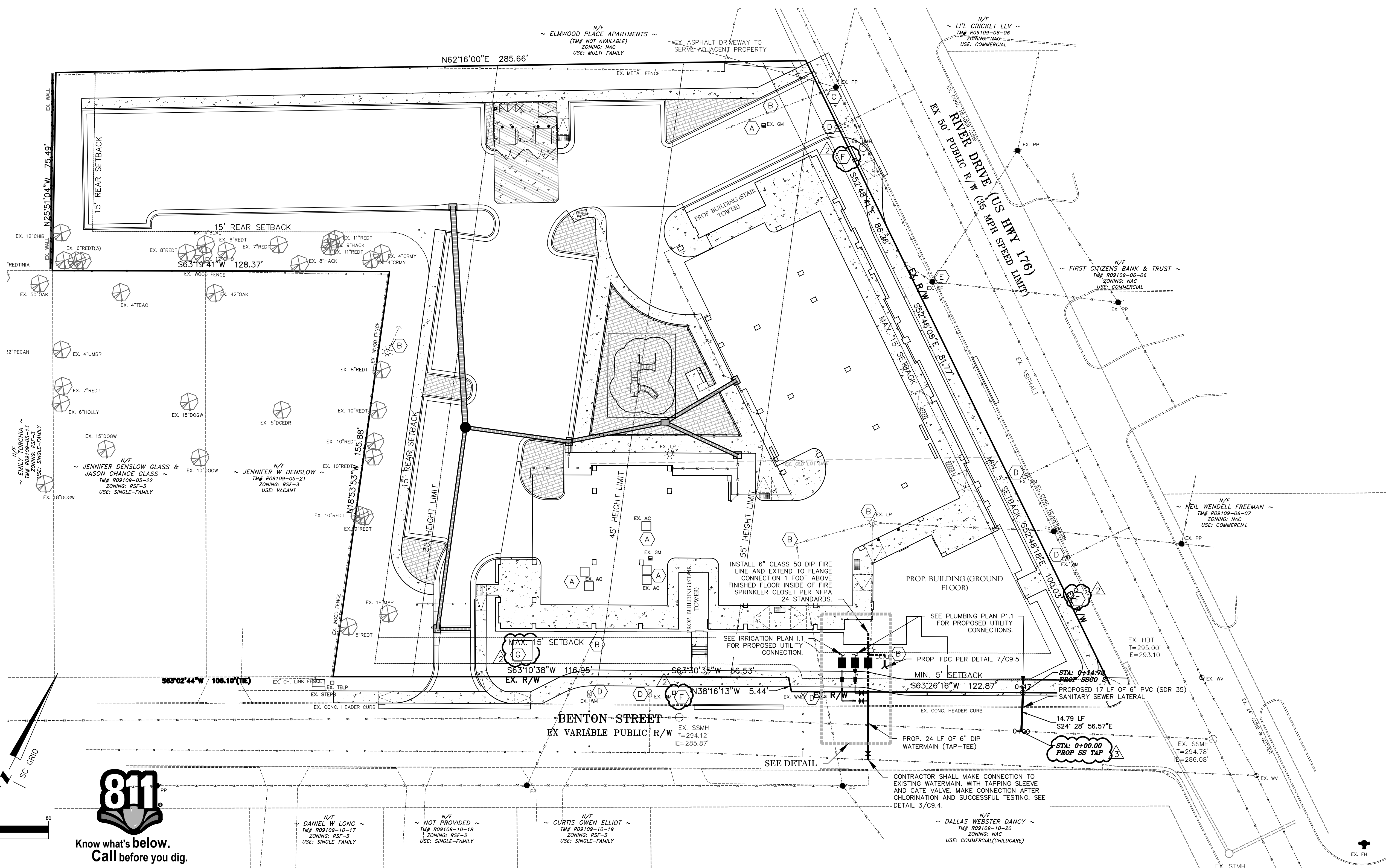
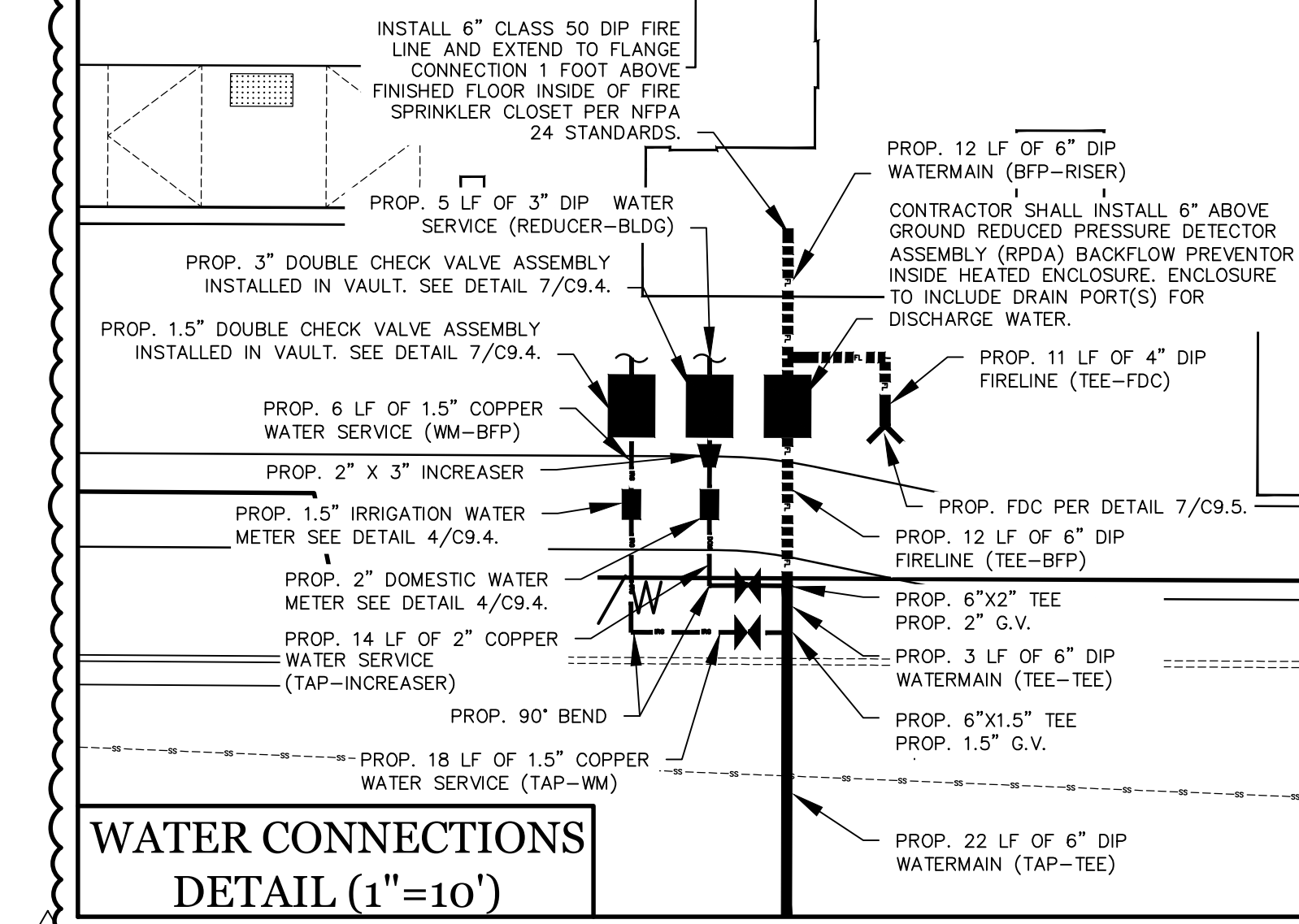
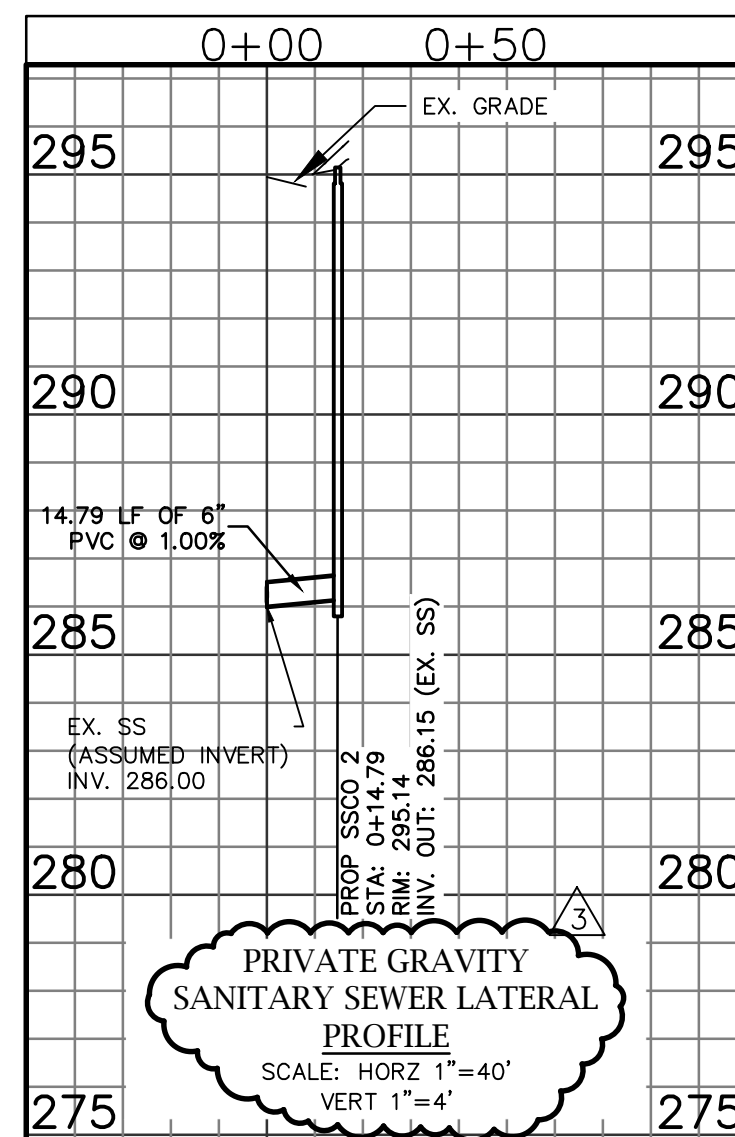
CAPACITY ASSURANCE:

ESTIMATED ADF:

12 (1-BEDROOM) X 150 GPD/UNIT + 28 (2-BEDROOM) X 225 GPD/UNIT + 16 (3-BEDROOM) X 300 GPD/UNIT = 1,800 + 6,300 + 4,800 = 12,900 GPD

ESTIMATED PEAK FLOW:

2.5 PEAK FACTOR X ADF = 2.5 X 12,900 = 32,250 GPD



BENTON CROSSING APTS

2615 RIVER DRIVE
COLUMBIA, SC

BENTON CROSSING LP

500 S. FRONT STREET., 10th FLOOR
COLUMBUS, OH 43215UTILITY
PLAN

REVISIONS

1	9/21/22	OWNER REV
2	10/24/22	SC HOUSING/COLUMBIA CMTS
3	11/4/22	SCDOT COMMENTS

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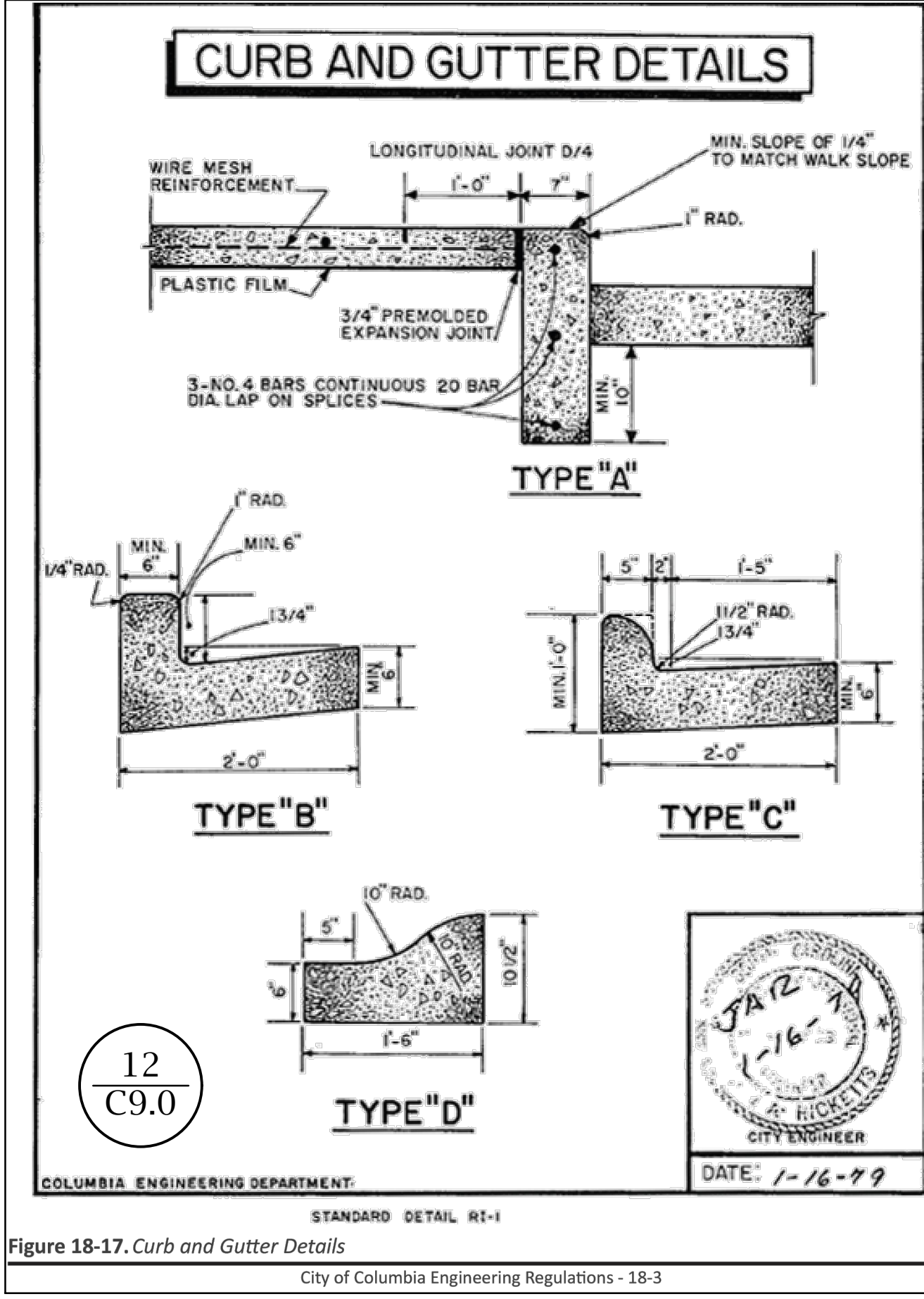
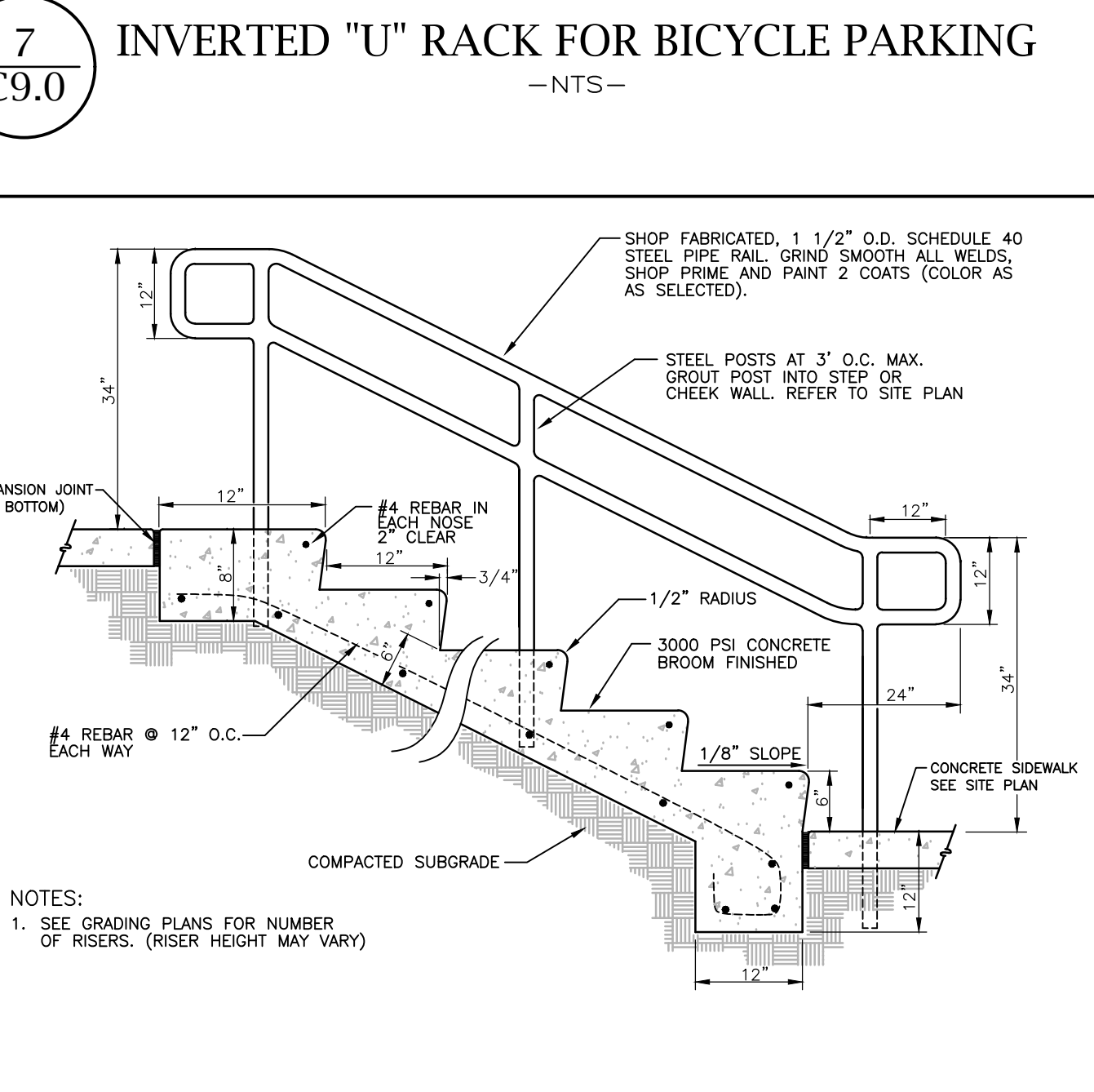
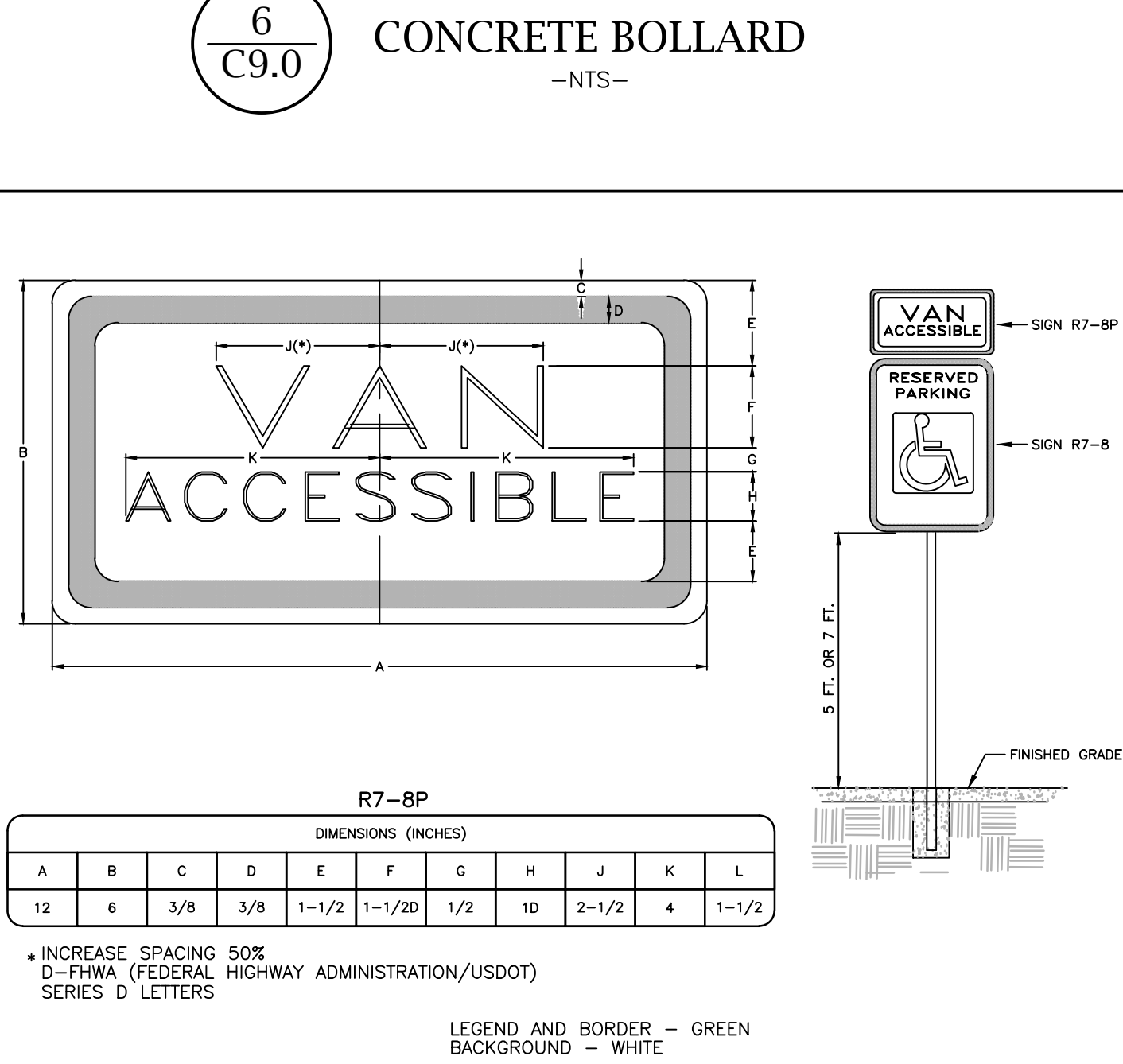
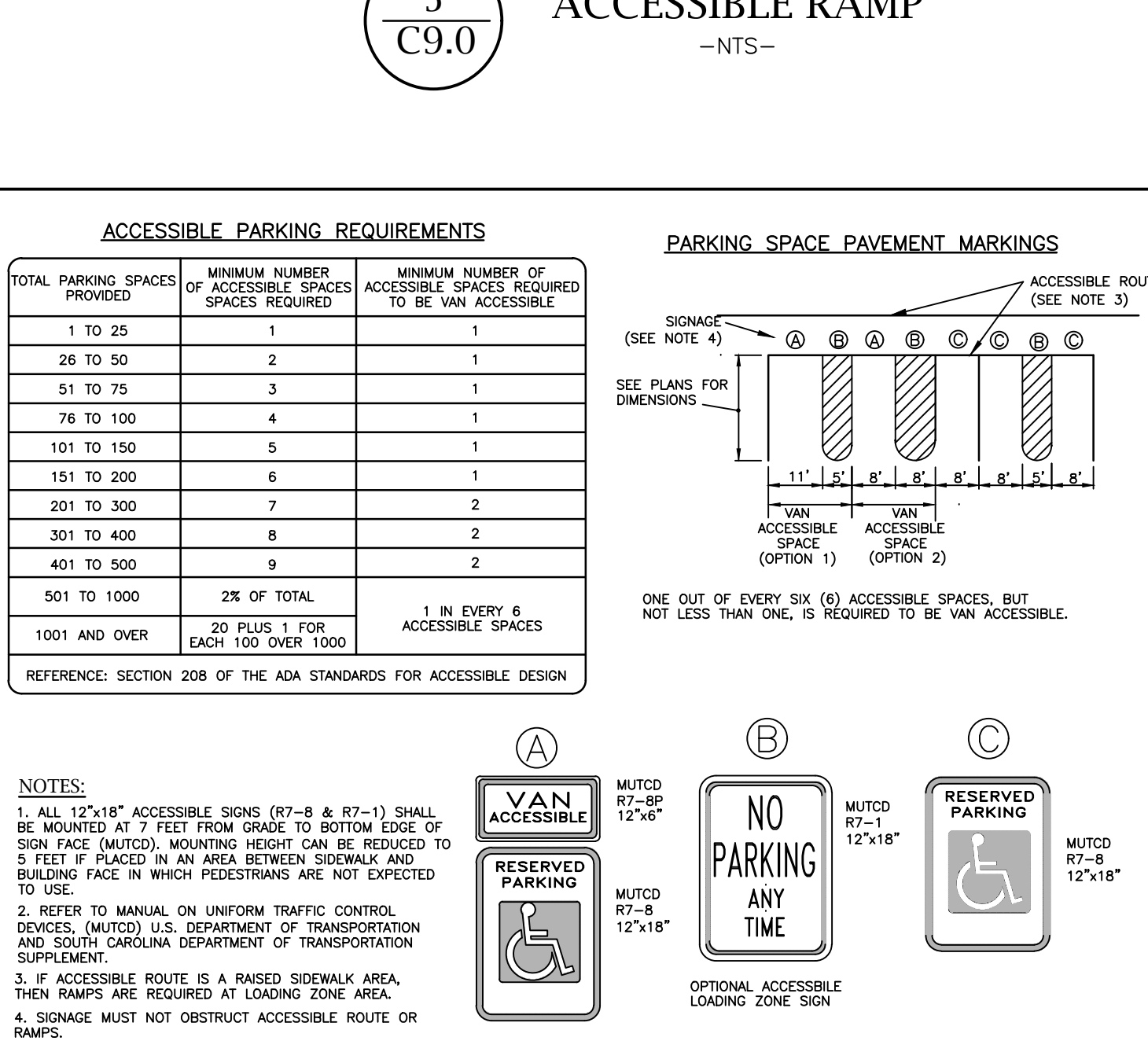
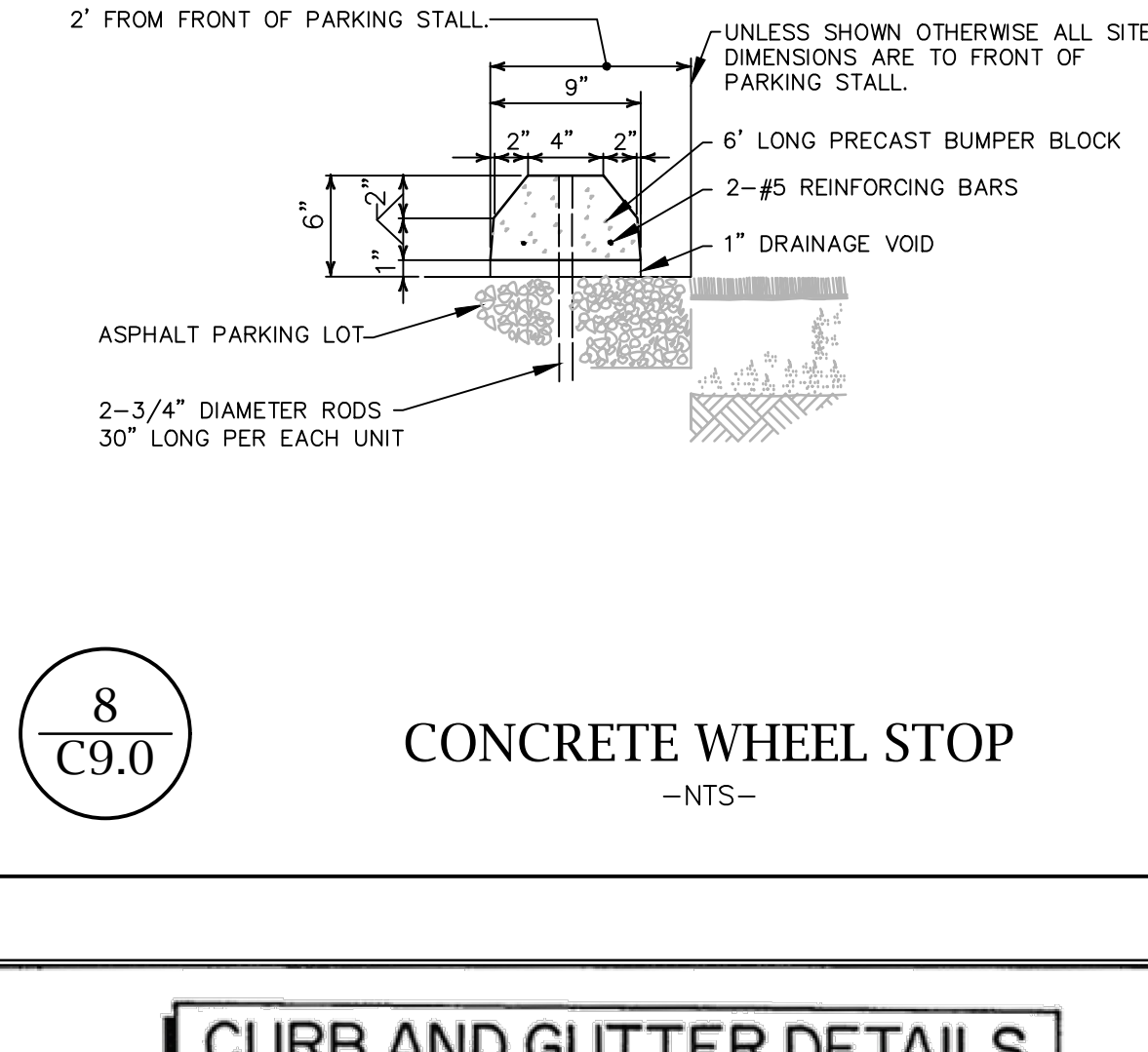
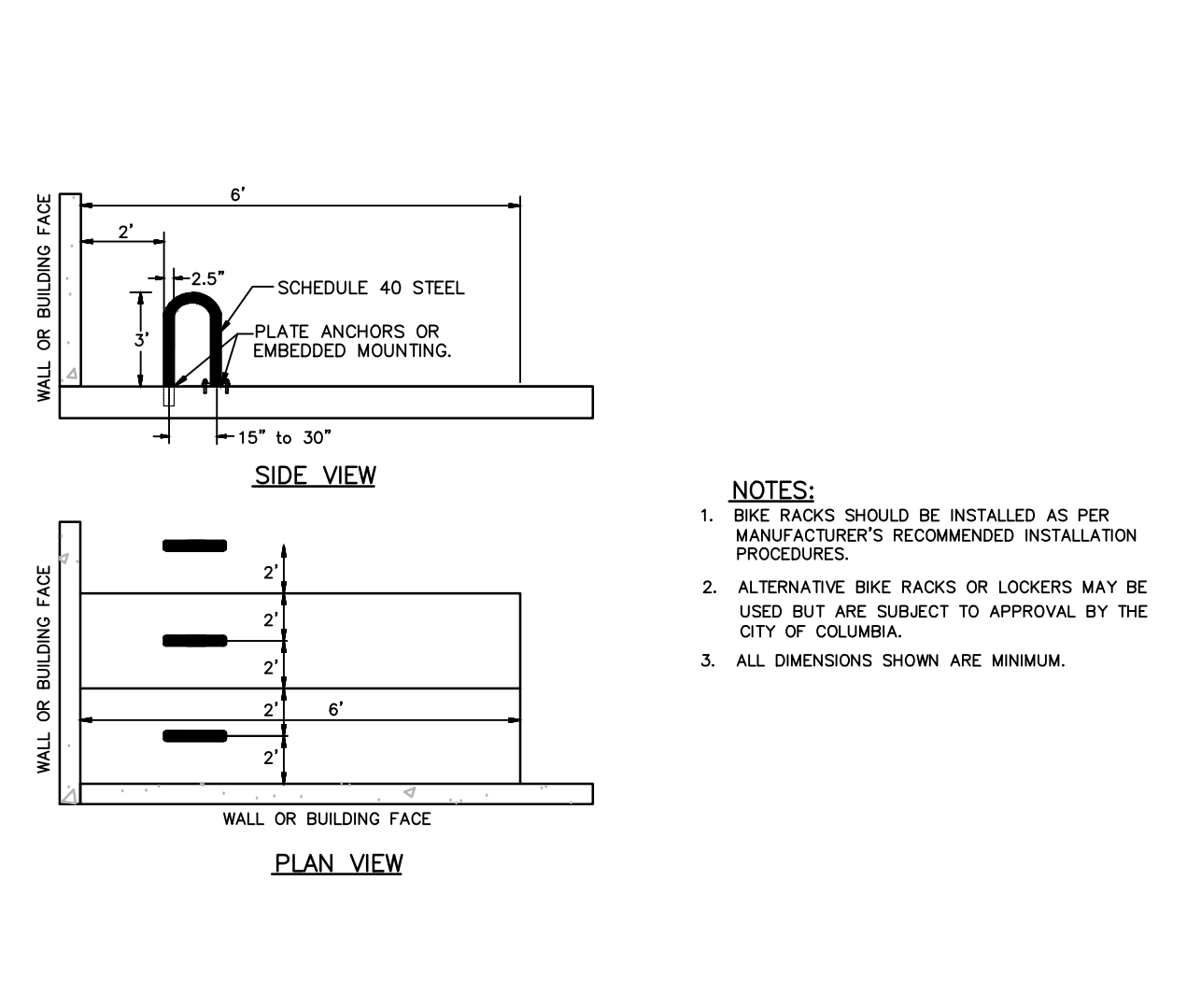
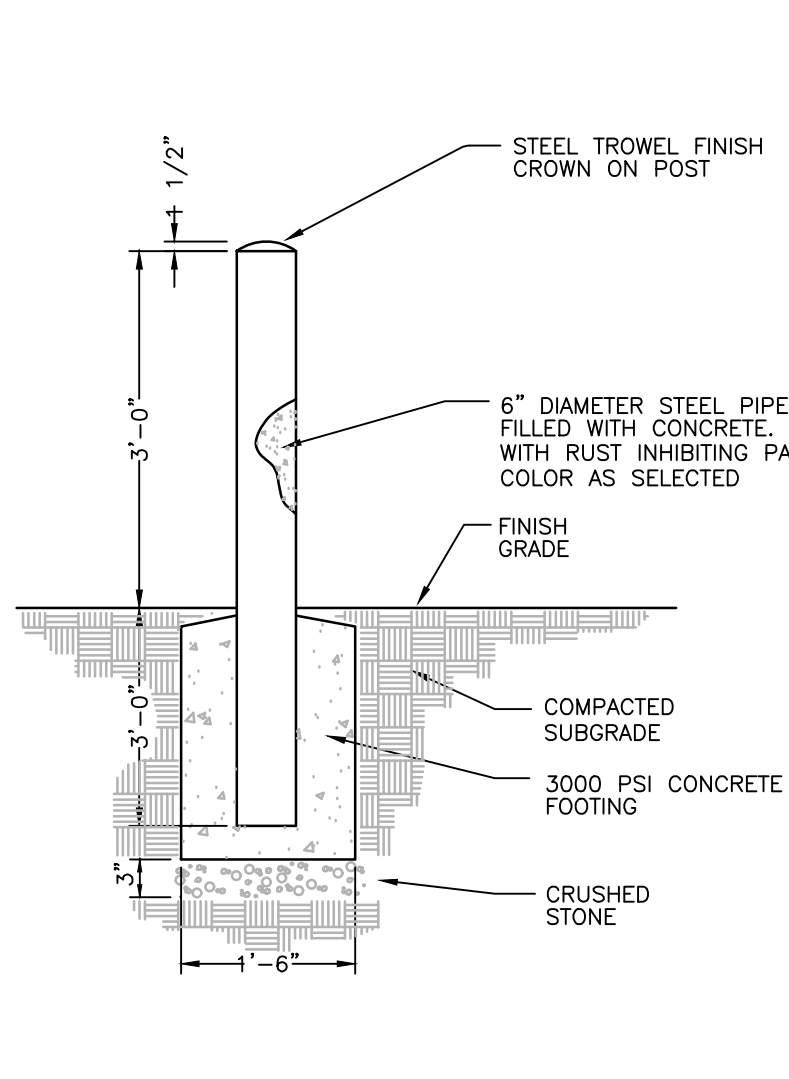
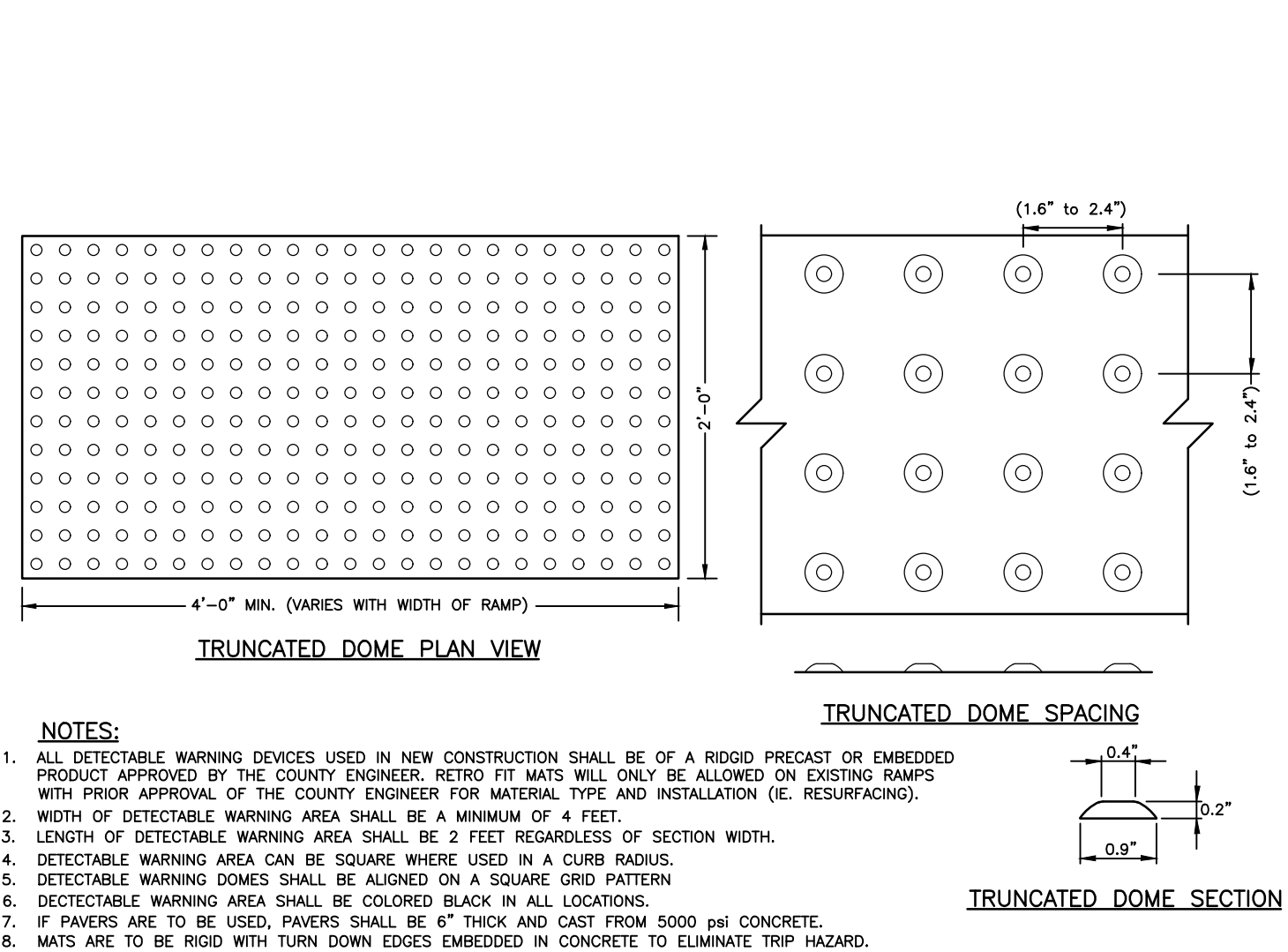
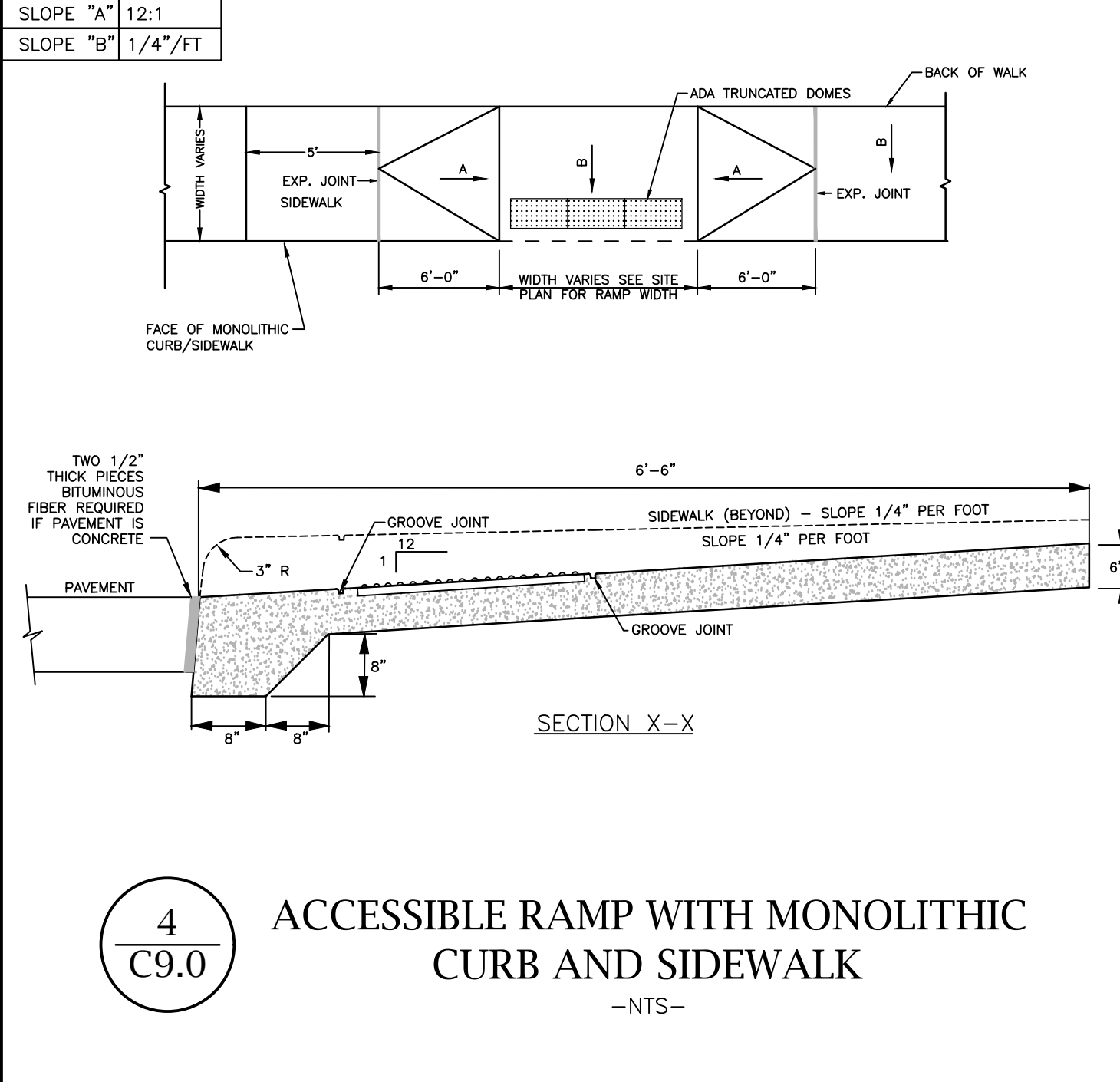
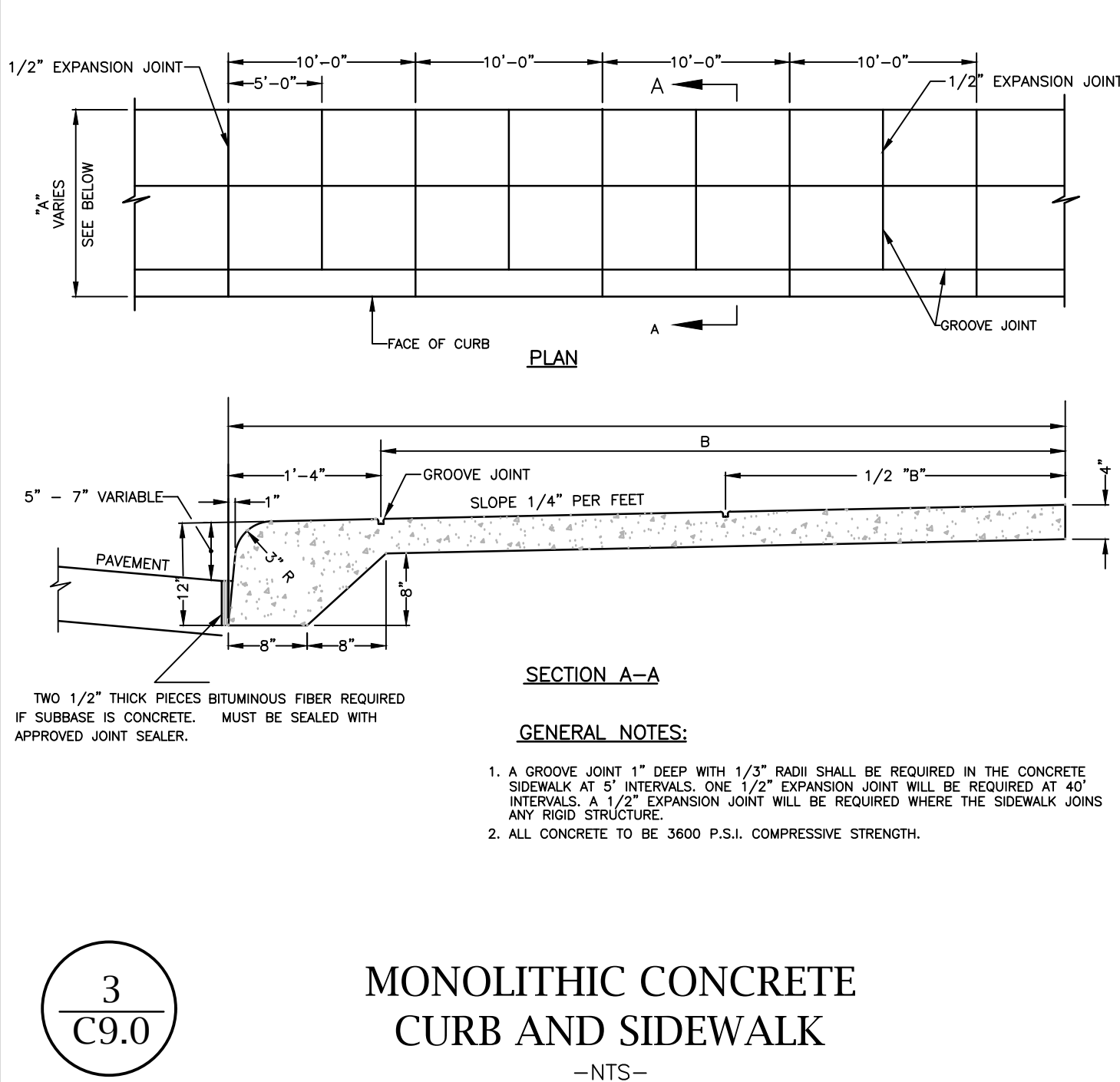
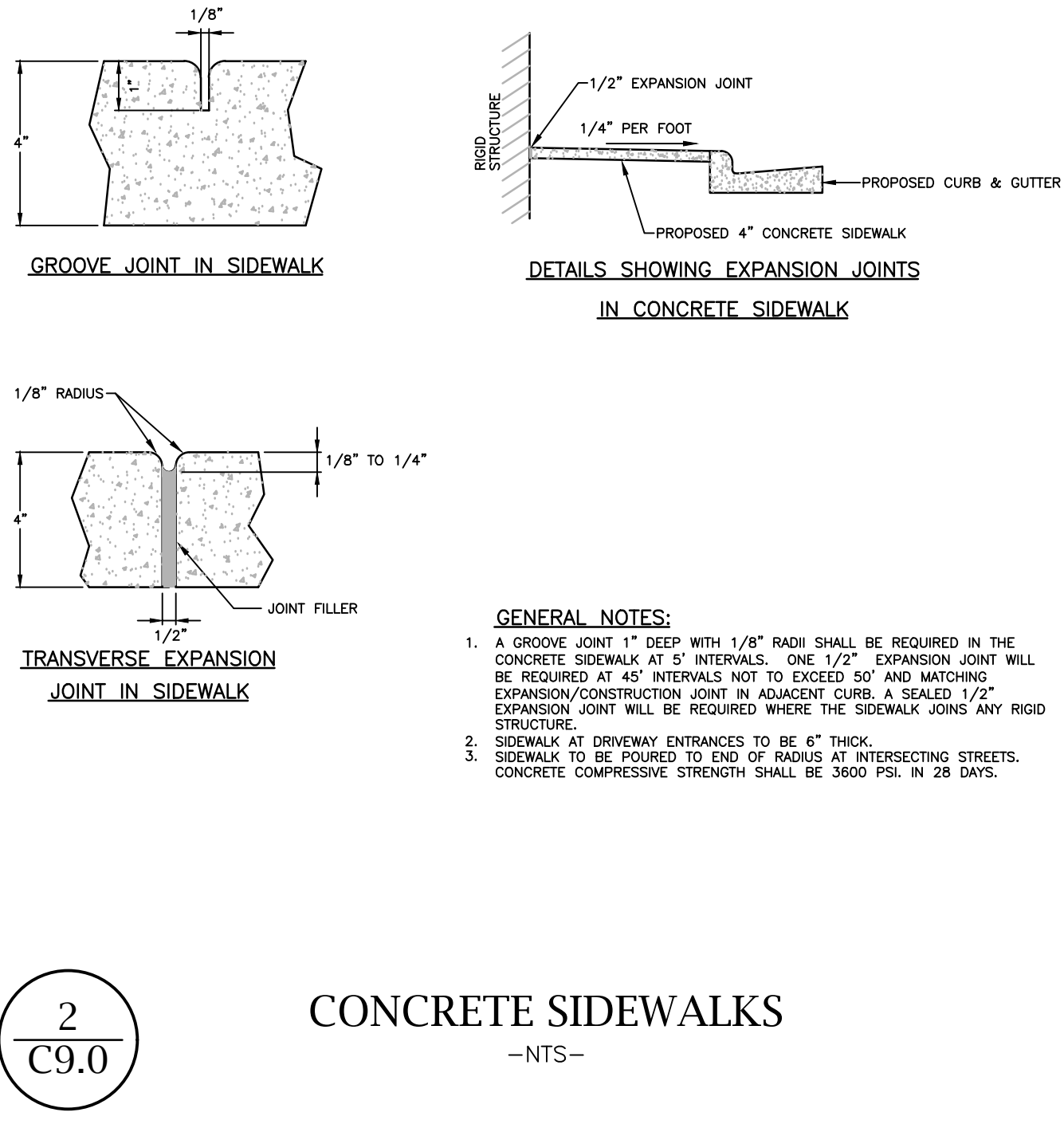
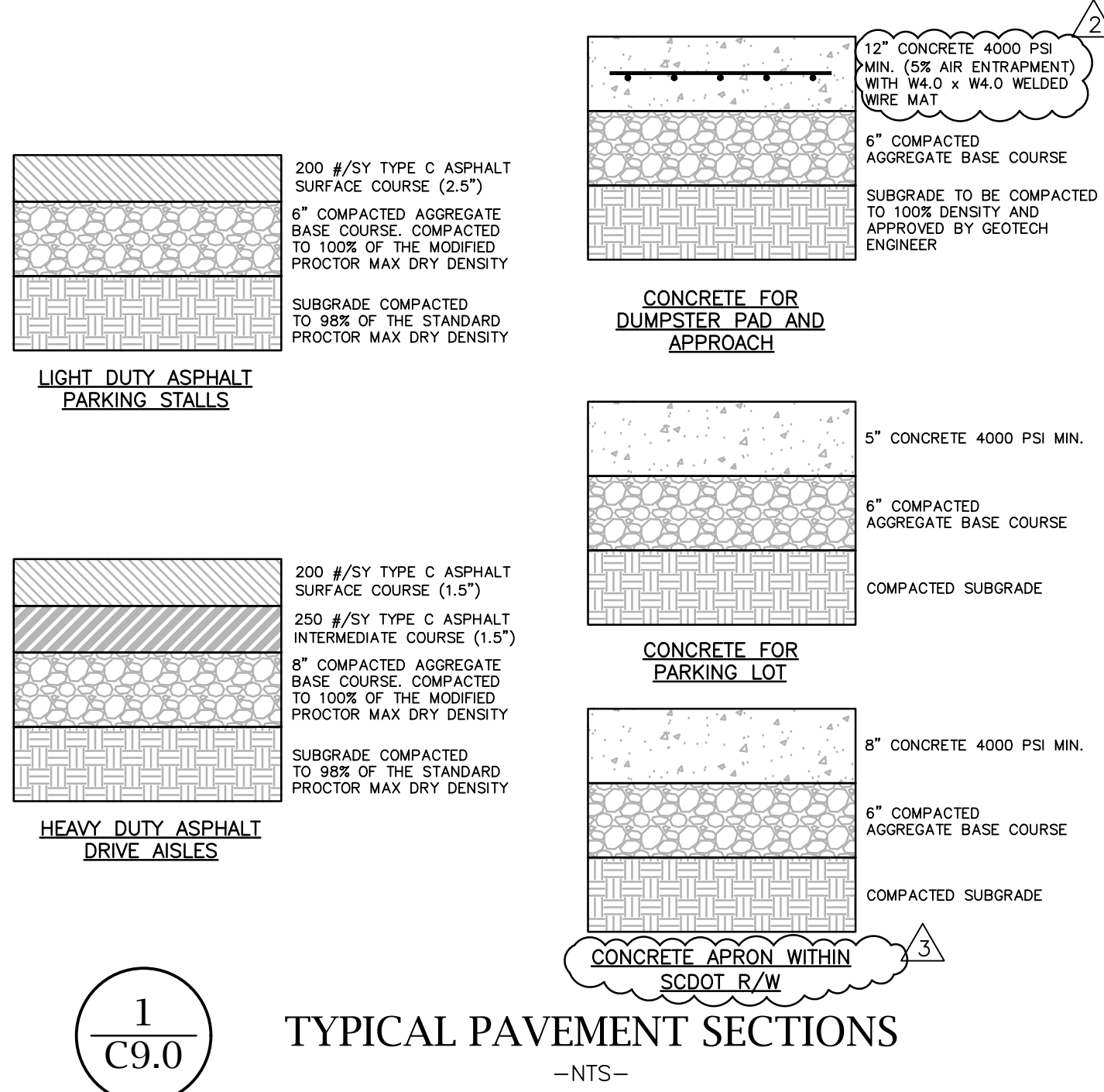
PROJECT NO.: 22-012

DESIGNED BY: JDM

REVIEWED BY: JDM

DATE: AUGUST 31, 2022

C7.0



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BENTON CROSSING APTS
2615 RIVER DRIVE
COLUMBIA, SC

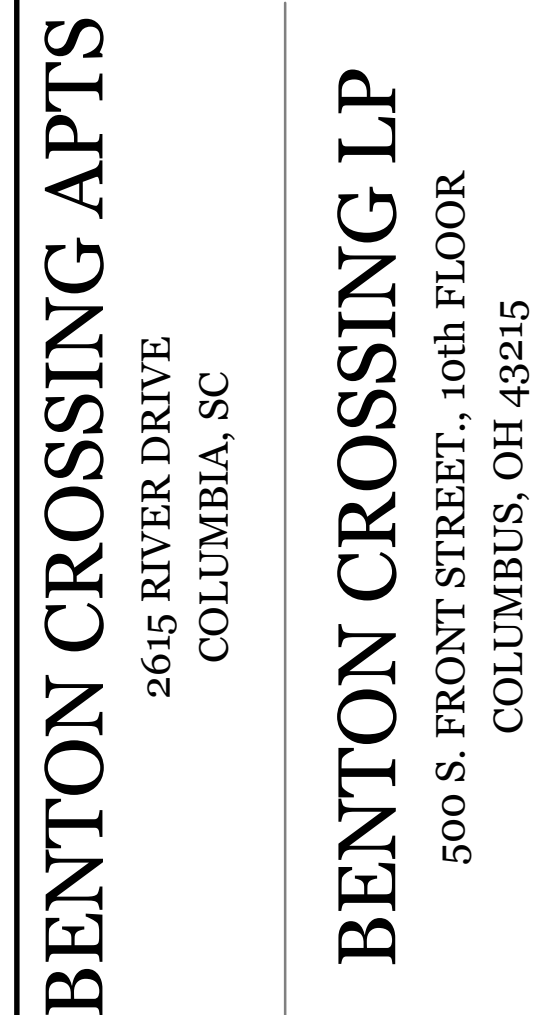
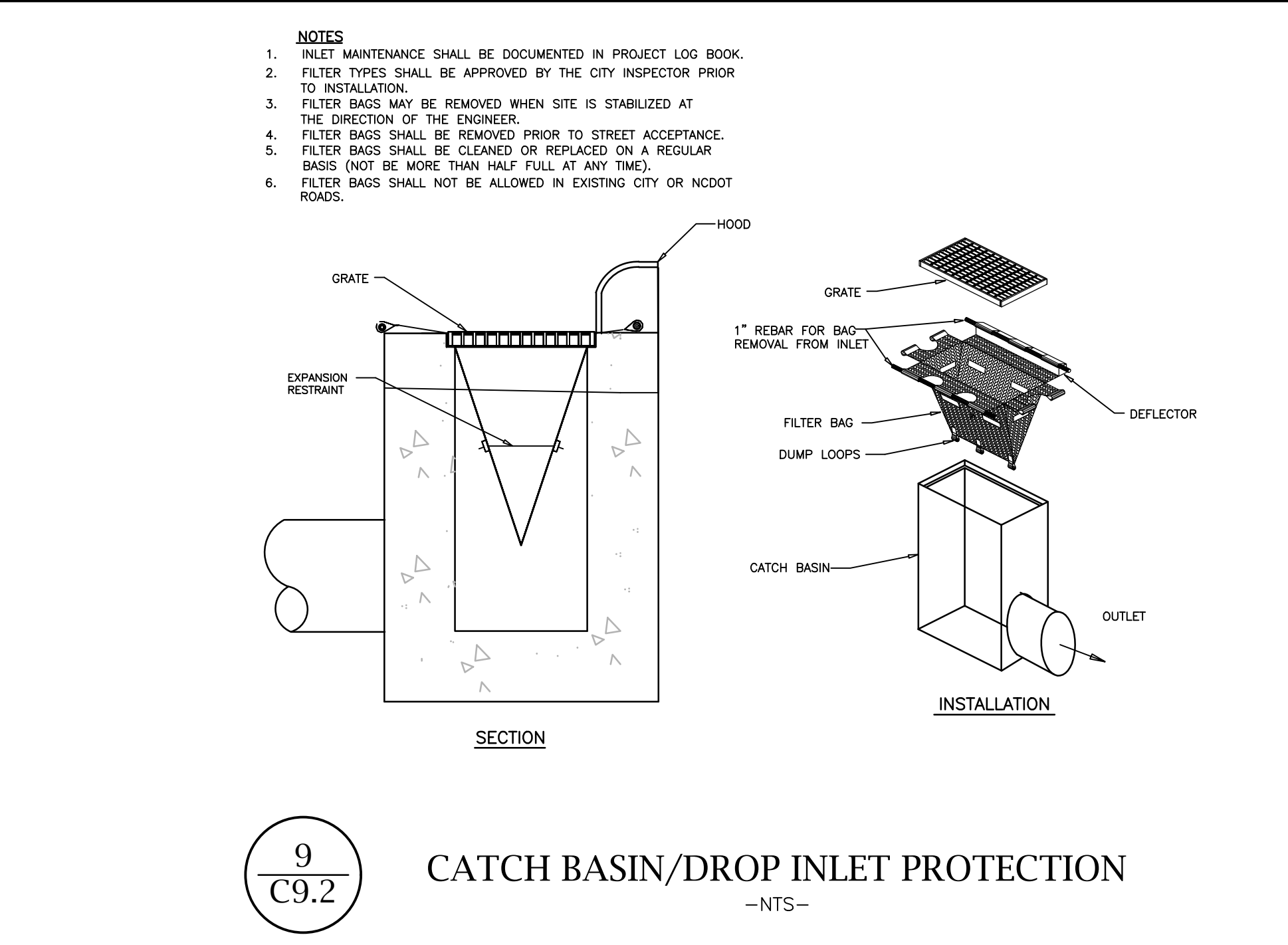
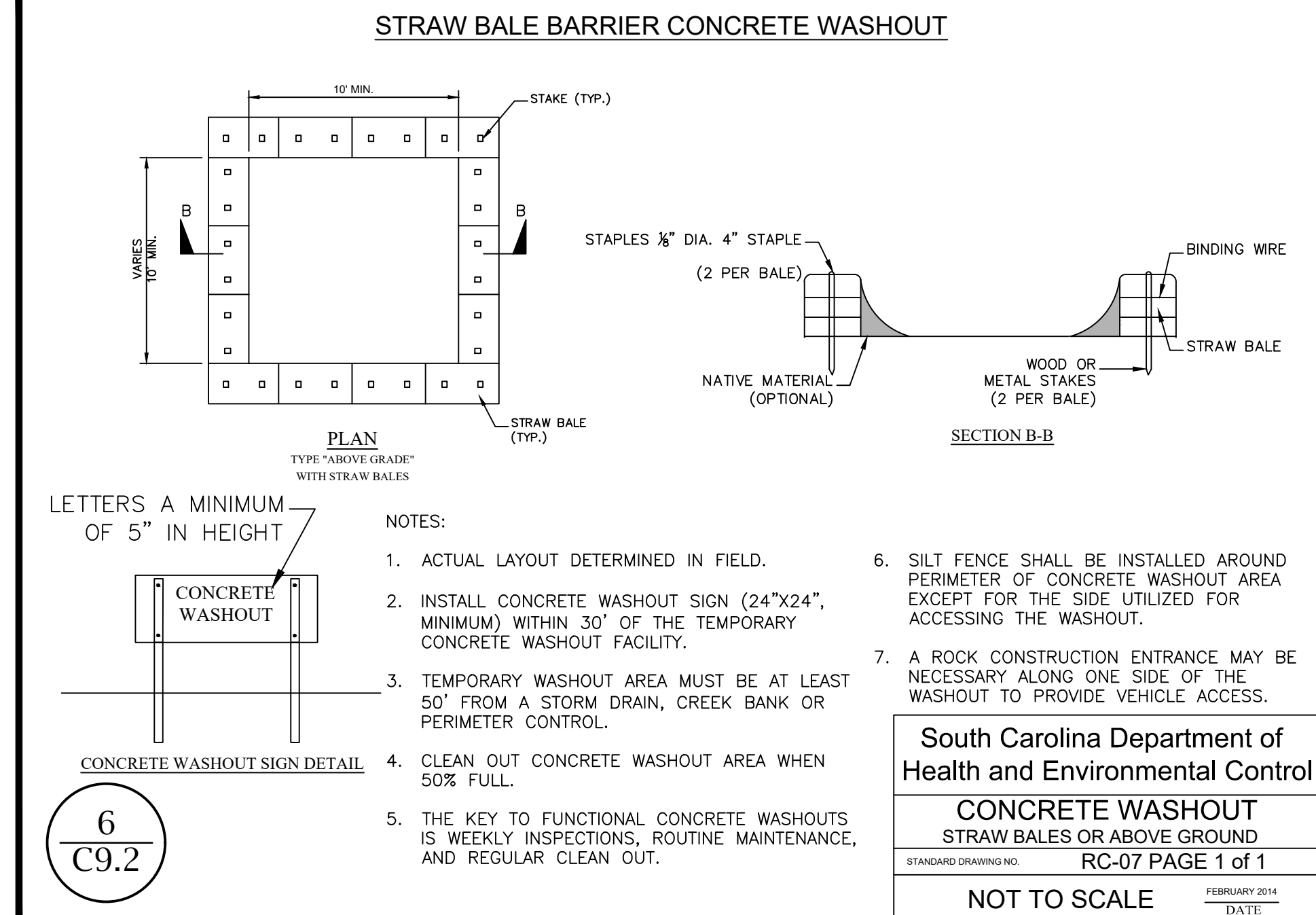
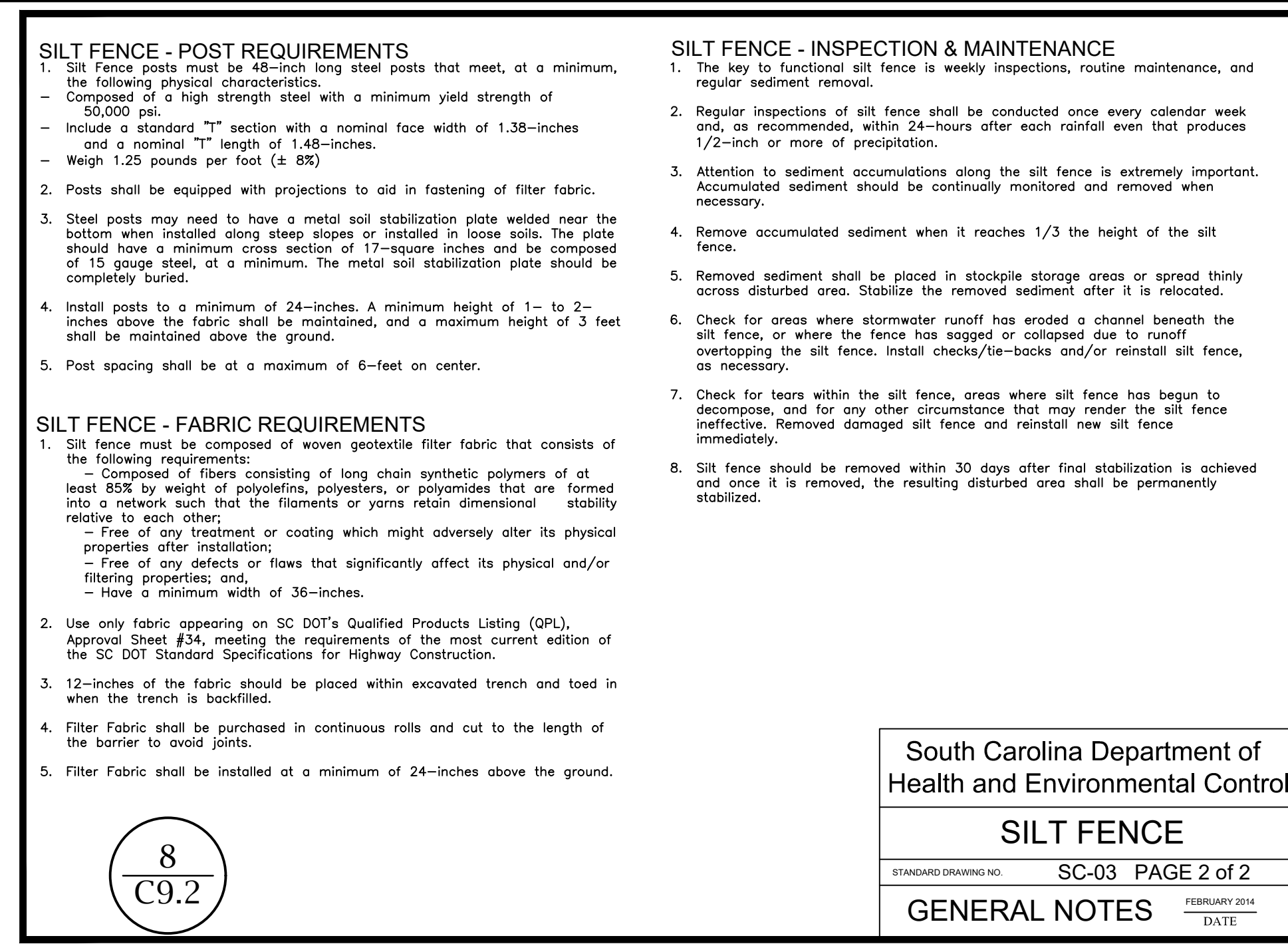
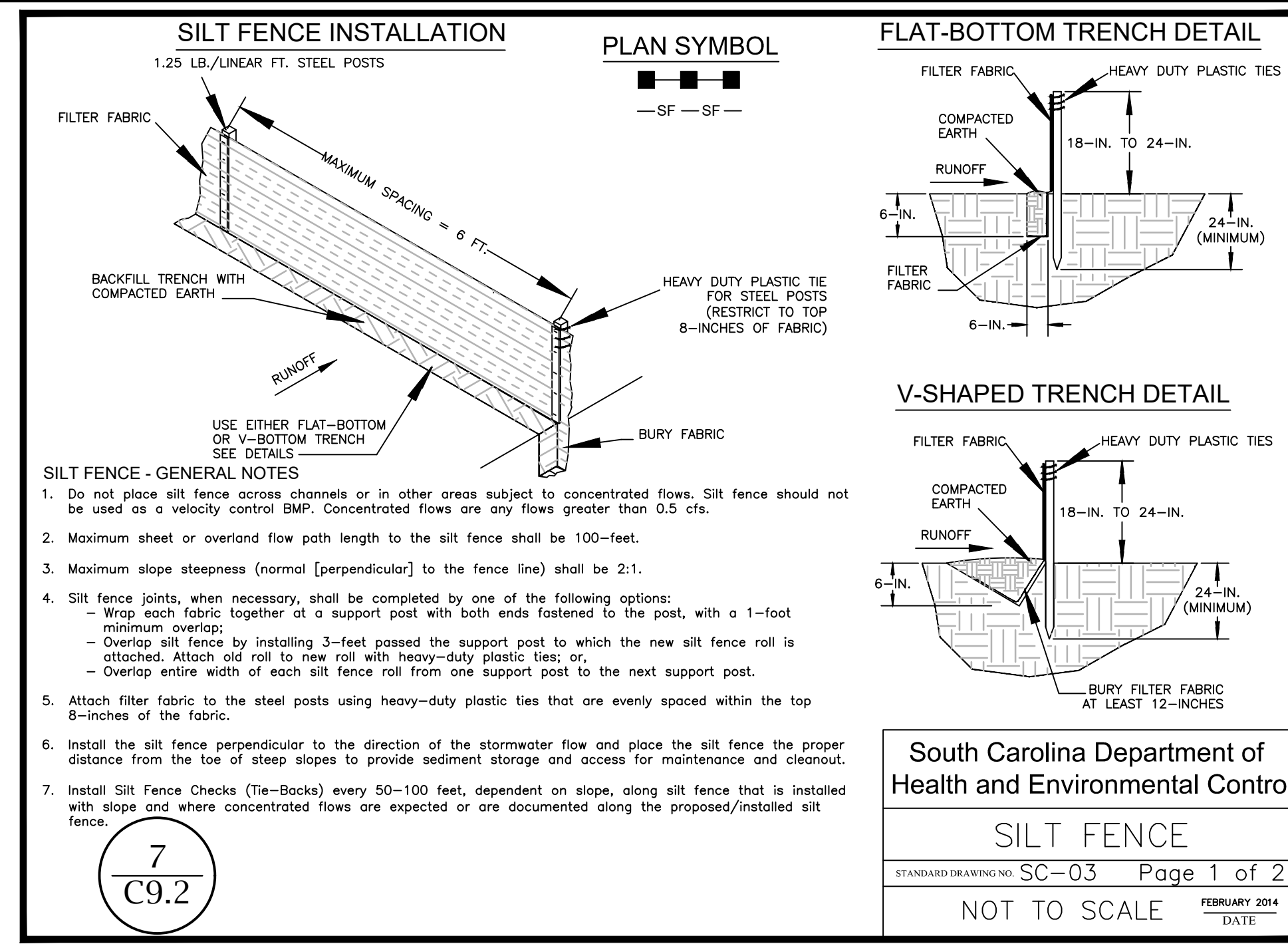
BENTON CROSSING LP
500 S. FRONT STREET., 10th FLOOR
COLUMBUS, OH 43215

SITE DETAILS

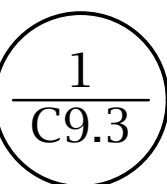
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3	11/4/22	SCDOT COMMENTS

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PROJECT NO.: 22-012
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REVIEWED BY: JDM
DATE: AUGUST 31, 2022

C9.0



C9.2



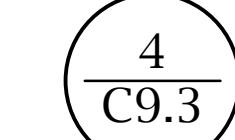
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DATE

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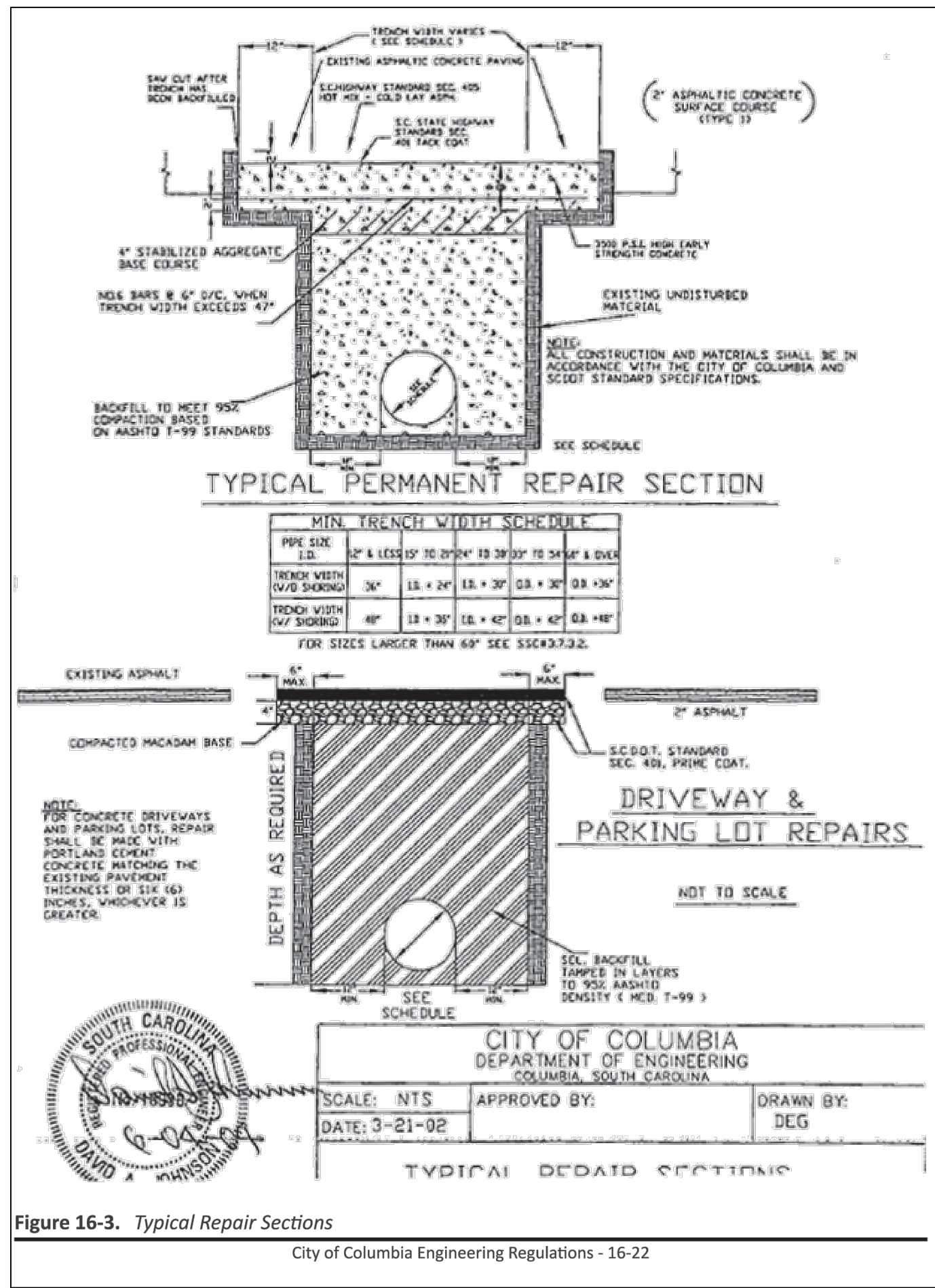
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APPROVED BY: _____ DATE: AUGUST, 2006



NOT TO SCALE

C9.3



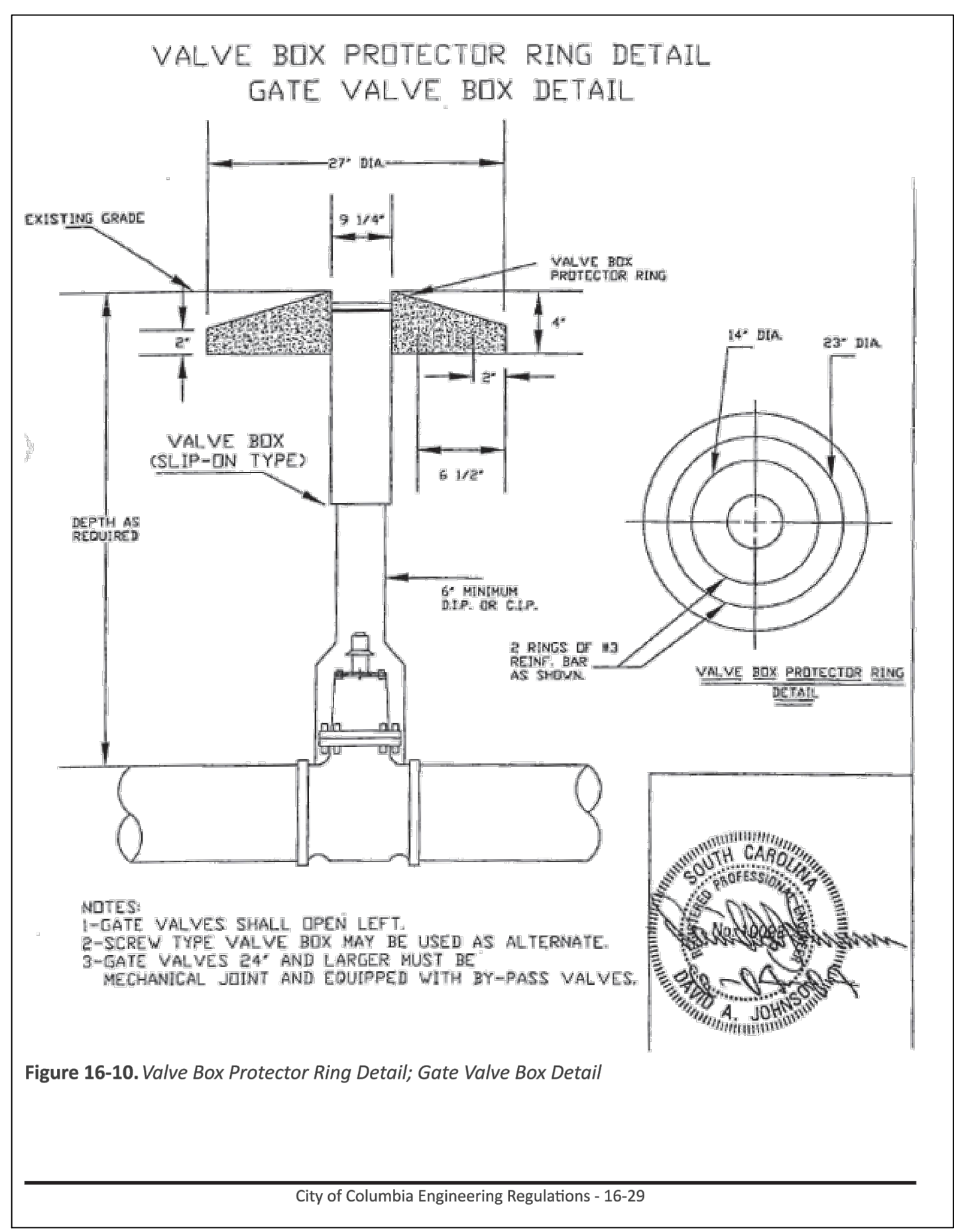
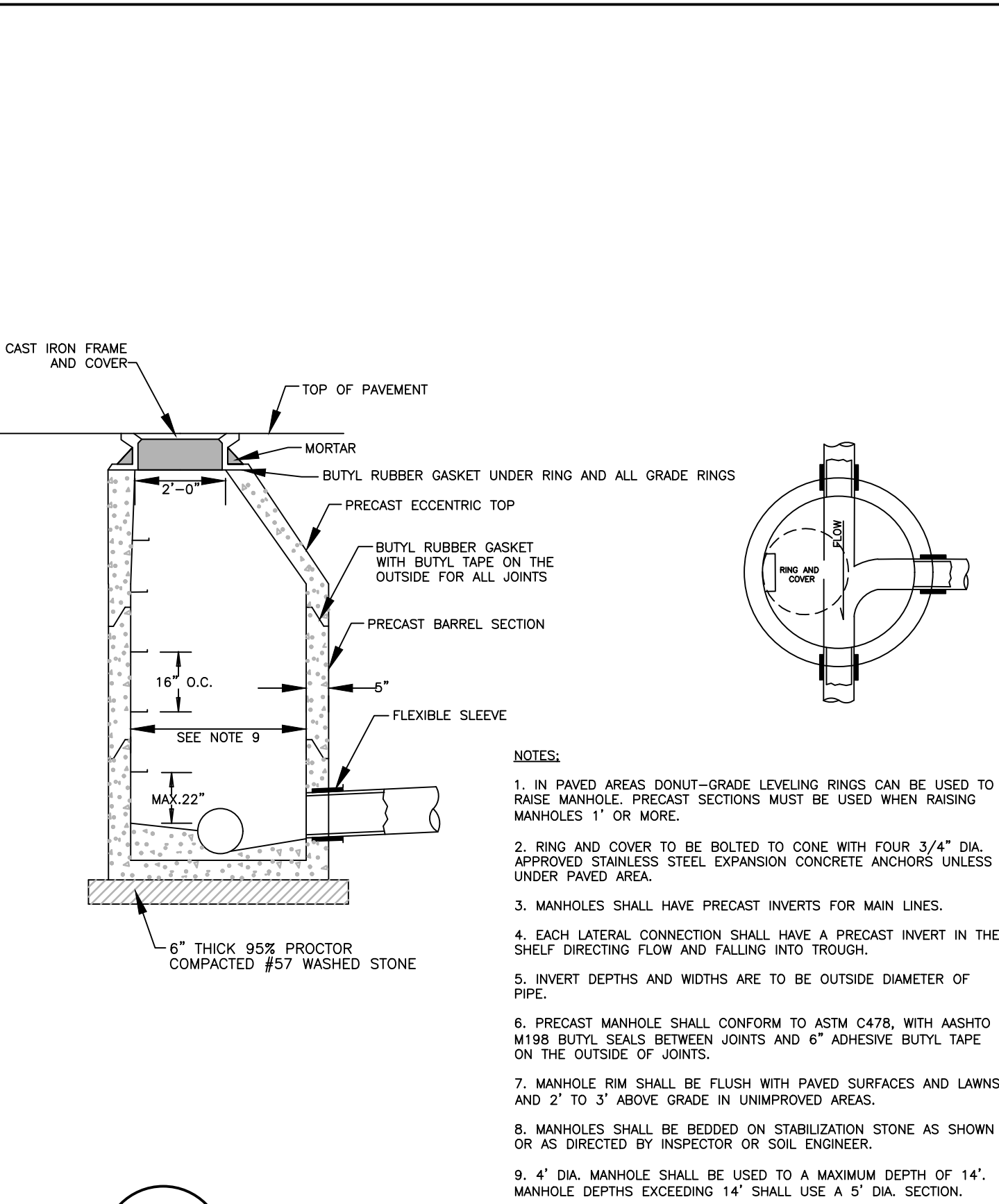


Figure 16-10. Valve Box Protector Ring Detail; Gate Valve Box Detail

City of Columbia Engineering Regulations - 16-29

1
C9.5



SANITARY SEWER MANHOLE

-NTS-

4
C9.5

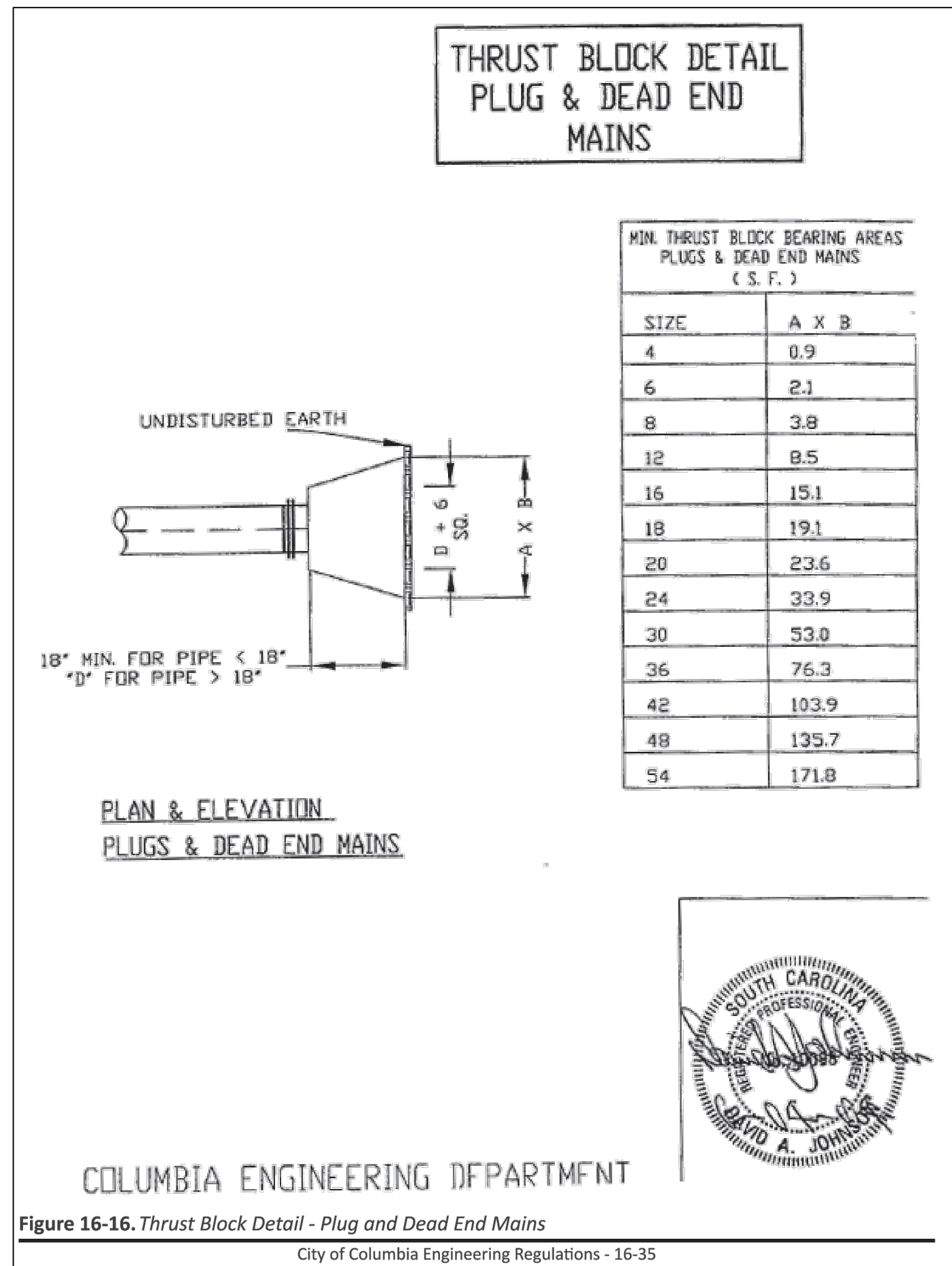
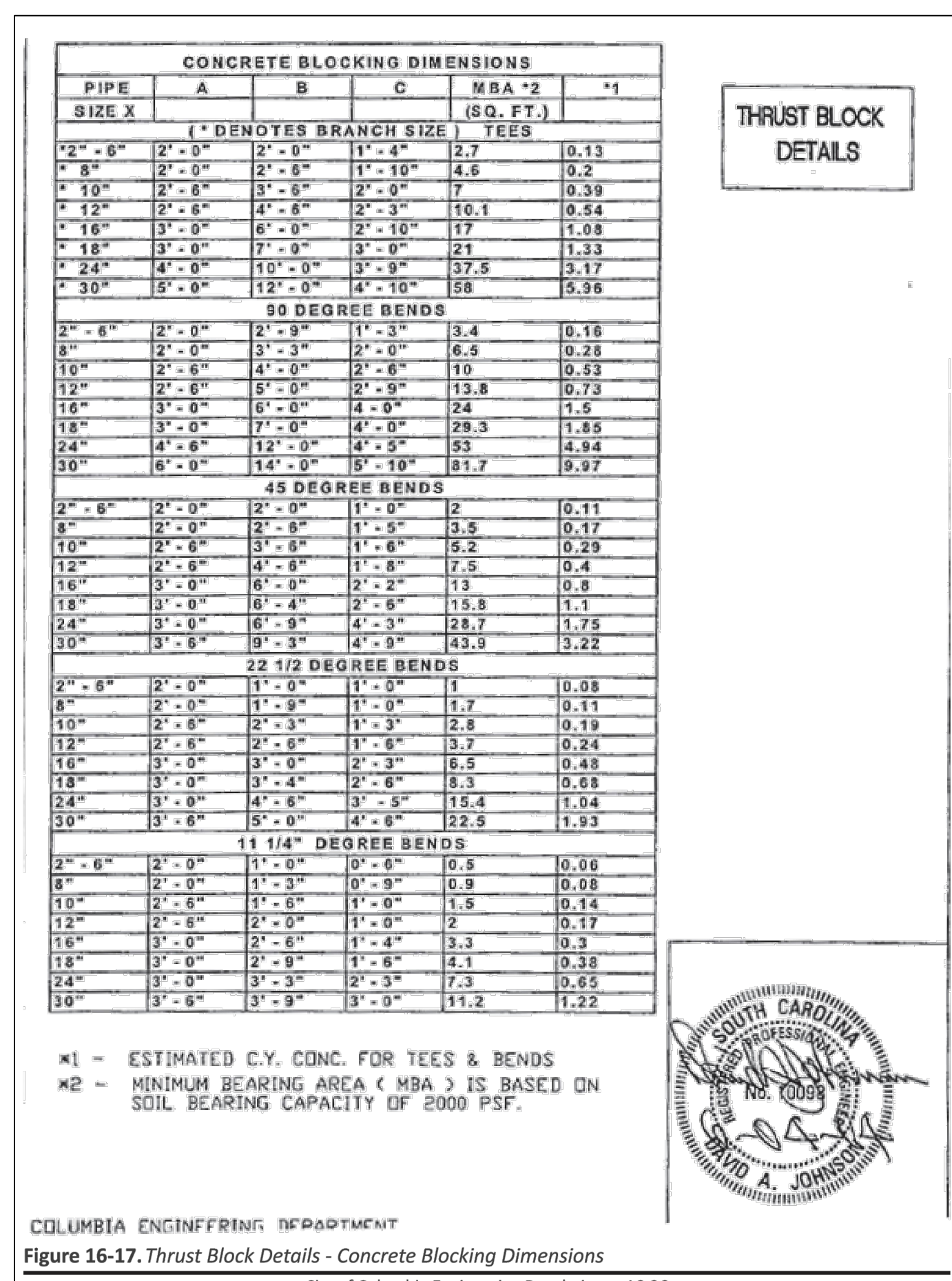


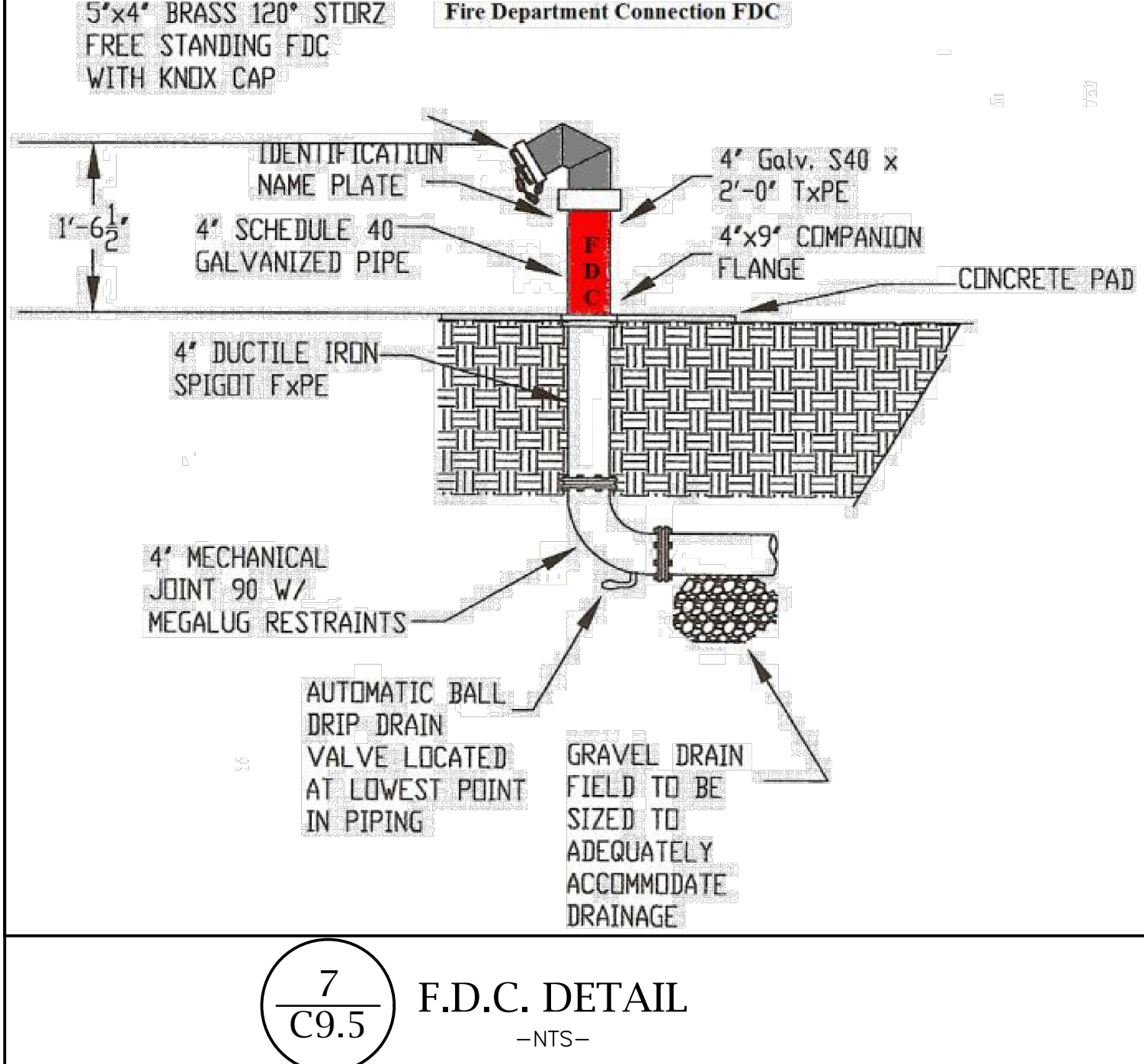
Figure 16-16. Thrust Block Detail - Plug and Dead End Mains

City of Columbia Engineering Regulations - 16-35

2
C9.5

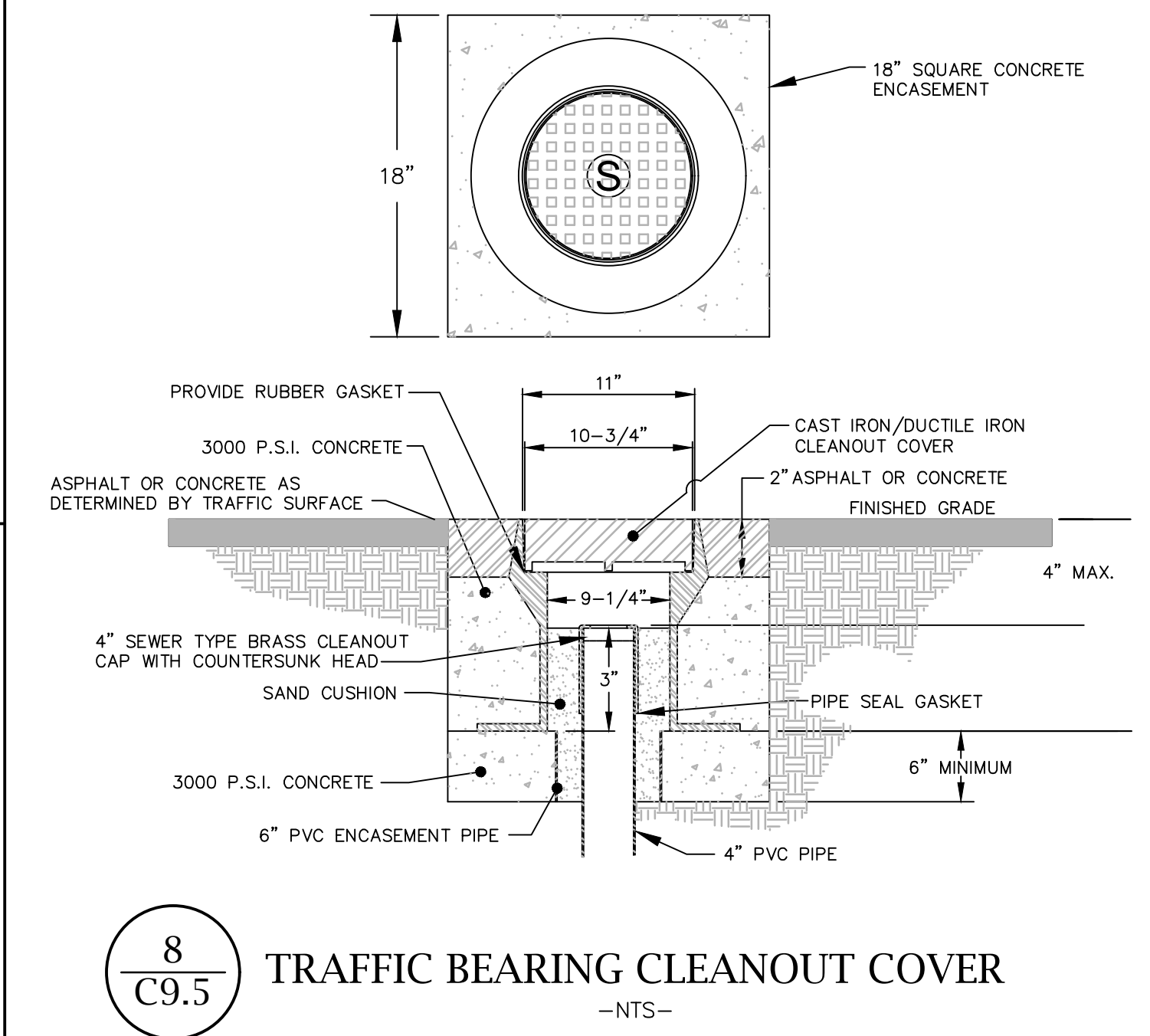


3
C9.5



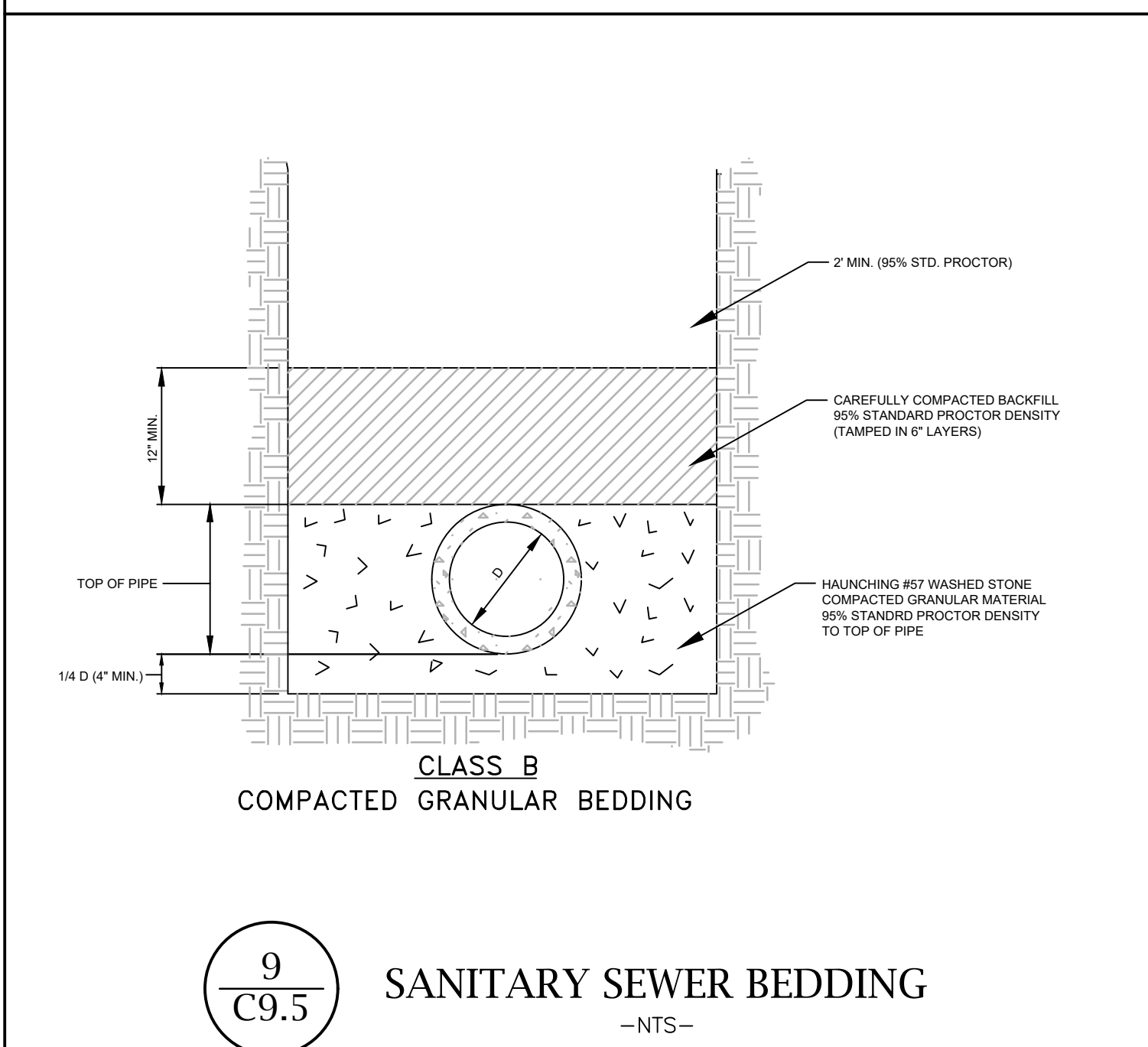
7
C9.5 F.D.C. DETAIL

-NTS-



8
C9.5 TRAFFIC BEARING CLEANOUT COVER

-NTS-



9
C9.5 SANITARY SEWER BEDDING

-NTS-

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PHONE 704.510.9797

8/31/22

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BENTON CROSSING APTS

2615 RIVER DRIVE
COLUMBIA, SC

BENTON CROSSING LP

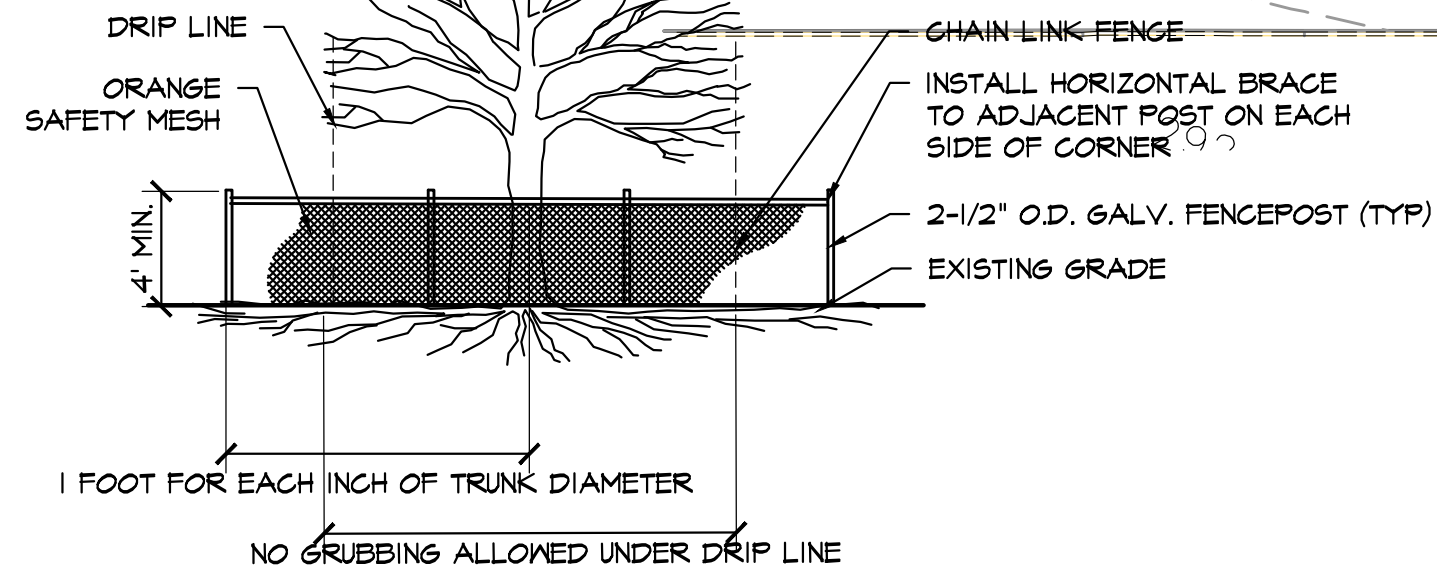
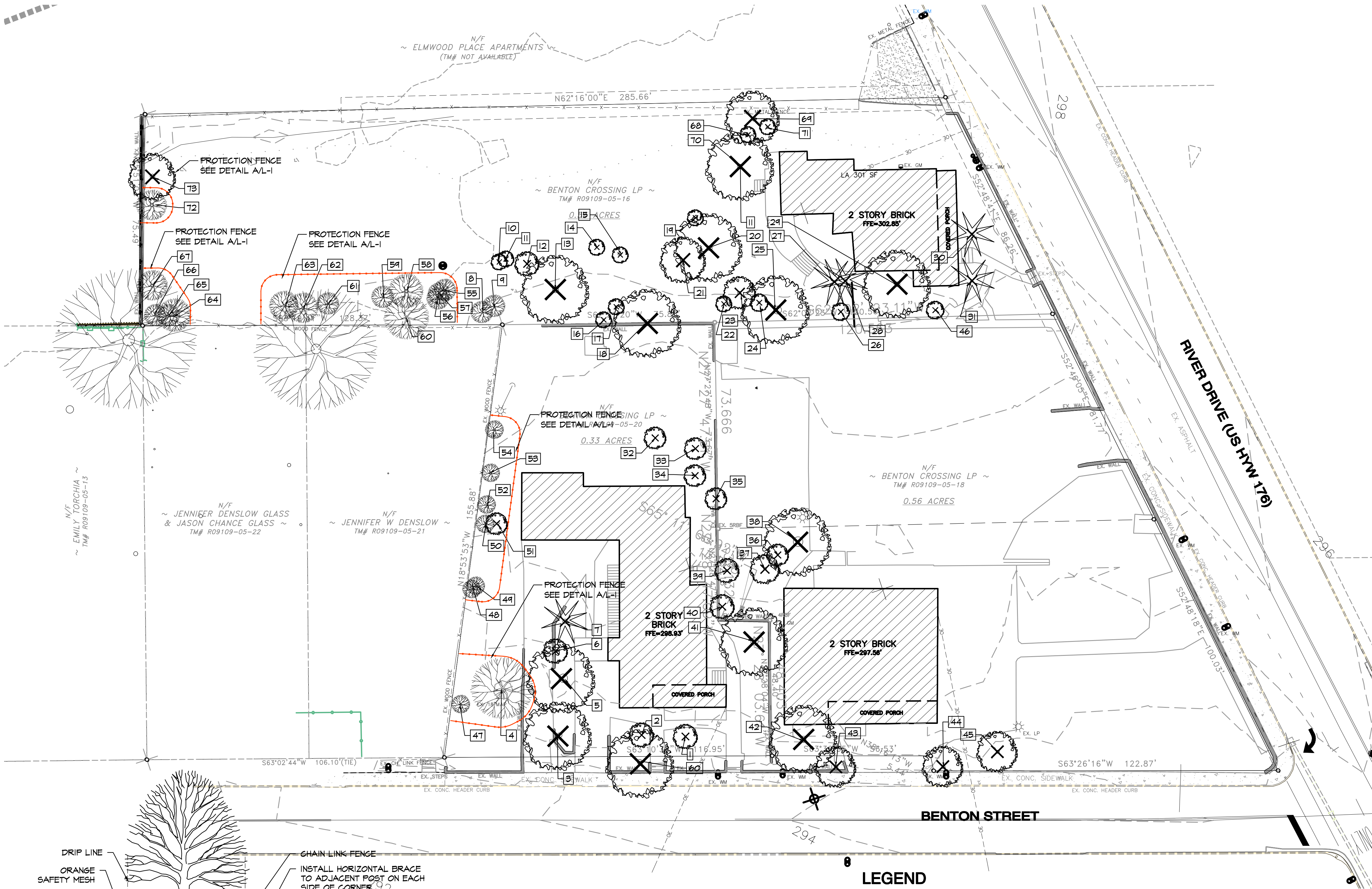
500 S. FRONT STREET., 10th FLOOR
COLUMBUS, OH 43215

SITE DETAILS

REVISIONS	

CAD FILE: 22-012 BASE.DWG
PROJECT NO.: 22-012
DESIGNED BY: JDM
REVIEWED BY: JDM
DATE: AUGUST 31, 2022

C9.5



- NOTES:**
- SEE LANDSCAPE PLANS FOR LOCATION OF TREE PROTECTION FENCING.
 - PROVIDE PROTECTION FENCE FOR ALL TREES TO REMAIN.
 - PROTECTION FENCING TO BE PLACED OUTSIDE OF DRIPLINE OF TREE CANOPY UNLESS OTHERWISE INDICATED ON LANDSCAPE PLAN OR APPROVED BY PROJECT MANAGER.
 - A 4" LAYER OF HARDWOOD MULCH SHALL BE PLACED OVER TREE PROTECTION AREA.
 - PROTECTION FENCING SHALL BE IN PLACE AND HARDWOOD MULCH PLACED PRIOR TO BEGINNING CONSTRUCTION.
 - NO GRADING WITHIN THE TREE PROTECTION ZONE.
 - NO PARKING, MATERIAL STORAGE, BURY PITS, CONCRETE WASHOUT, BURNING OF DEBRIS, OR OTHER SIMILAR CONSTRUCTION ACTIVITIES THAT COULD DISTURB OR COMPACT THE SOIL WITHIN THE TREE PROTECTION ZONE.
 - INSTALL APPROVED TREE PROTECTION BARRIERS PRIOR TO ANY LAND DISTURBANCE OR CONSTRUCTION ACTIVITY, AND KEEP BARRIERS IN PLACE UNTIL ZONING ADMINISTRATION OR LAND DEVELOPMENT PLANNER APPROVES THEIR REMOVAL.
 - PLACE TREE PROTECTION BARRIER AROUND THE TREES IN A RADIUS OF NO LESS THAN ONE FOOT (1') FOR EVERY ONE INCH (1") OF TREE TRUNK DIAMETER.

TREE PROTECTION NOTES:

- REMOVAL OF ASPHALT, CONCRETE AND ALL OTHER ITEMS TO BE DEMOLISHED WITHIN THE PROTECTED ZONE OF A SAVED TREE SHALL BE ACCOMPLISHED WITHOUT ENCROACHING UPON THE PROTECTED ZONE WITH ANY MOTORIZED, TRACKED OR WHEELED VEHICLES OR EQUIPMENT. SHOULD LARGE EQUIPMENT BE USED TO BREAK UP AND DEMOLISH ITEMS WITHIN THE PROTECTED ZONE, GREAT CARE IS TO BE TAKEN NOT TO DAMAGE THE ROOTS OR THE TREE ITSELF. REMOVAL OF MATERIAL SHOULD BE BY HAND.
- ANY DAMAGE TO THE TREE PROTECTION FENCING OR SAVED TREES CAUSED BY DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IMMEDIATELY AND AT THE CONTRACTOR'S EXPENSE. REPAIR TO DAMAGED TREES SHALL BE ACCORDING TO STANDARD ARBORICULTURAL TECHNIQUES RECOGNIZED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE.
- MITIGATION OR SAVED TREES DESTROYED BY DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.
- ANY ROOTS OF SAVED TREES THAT MUST BE CUT SHALL BE DONE SO DELIBERATELY AND IN A CLEAN NEAT FASHION USING A SAW, FRIMERS OR OTHER CUTTING METHOD. ALL TOOLS USED TO CUT ROOTS OR OTHERWISE PRUNE TREES SHALL BE CLEAN AND SHARP. NO TREE PAINT OR SEALANTS SHALL BE USED.
- STOCKPILING OF CONSTRUCTION AND EXCAVATION MATERIALS WITHIN THE PROTECTED ZONE OF A SAVED TREE IS STRICTLY PROHIBITED.
- TEMPORARILY COVER ROOTS EXPOSED DURING DEMOLITION OR CONSTRUCTION WITH WET BURLAP TO PREVENT ROOTS FROM DRYING OUT. COVER ROOTS WITH SOIL AS SOON AS POSSIBLE.

LEGEND

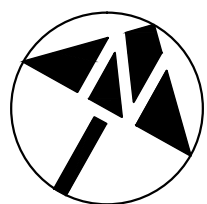
KEY	DESCRIPTION
	EXISTING TREE TO REMOVE
	EXISTING TREE TO REMAIN & PROTECT
	TREE IDENTIFICATION NUMBER
	PROTECTION FENCE SEE DETAIL AND NOTES

Existing Trees Survey / Rating / Action

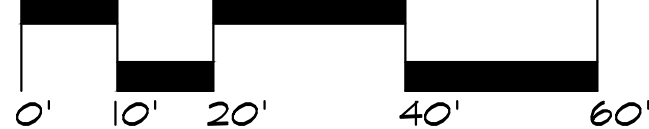
Tree	Species	DBH	Rating %	Notes	Action
1	Dogwood	8	50		Remove for construction
2	Dogwood	8	50		Remove for construction
3	Maple	20	0	Decay column	Remove for construction
4	Maple	18	75		Remain & Protect
5	Pine	36	75		Remove for construction
6	Dogwood	12	50		Remove for construction
7	Palm	20	50		Remove for construction
8	CM	6	50		Remain & Protect
9	CM	6	50		Remain & Protect
10	Dogwood	5	50		Remove for construction
11	Cedar	3	50		Remove for construction
12	Dogwood	8	50		Remove for construction
13	Pecan	26	25	Structure issues	Remove for construction
14	Dogwood	5	50		Remove for construction
15	CM	8	50		Remove for construction
16	Dogwood	8	50		Remove for construction
17	Dogwood	4	50		Remove for construction
18	Pecan	23	75		Remove for construction
19	Dogwood	6	50		Remove for construction
20	Pecan	21	50		Remove for construction
21	Holly	9	50		Remove for construction
22	Dogwood	5	50		Remove for construction
23	Pecan	14	50		Remove for construction
24	Dogwood	8	50		Remove for construction
25	Hickory	34	75		Remove for construction
26	Loquat	8	50		Remove for construction
27	Palm	9	50		Remove for construction
28	Palm	11	50		Remove for construction
29	Holly	21	50		Remove for construction
30	Palm	10	50		Remove for construction
31	Palm	10	50		Remove for construction
32	CM	6	50		Remove for construction
33	CM	20	50		Remove for construction
34	CM	20	50		Remove for construction
35	CM	16	50		Remove for construction
36	Maple	41	50		Remove for construction
37	Maple	10	50		Remove for construction
38	Oak	41	25	Structure issues	Remove for construction
39	Maple	10	50		Remove for construction
40	Hackberry	7	50		Remove for construction
41	Pear	31	0	Invasive	Remove for construction
42	Maple	20	50		Remove for construction
43	Maple	16	50		Remove for construction
44	Maple	15	50		Remove for construction
45	Maple	14	50		Remove for construction
46	Wax Myrtle	6	25	Poor form	Remove for construction
47	Photinia	5	50		Remove for construction
48	Photinia	9	50		Remove for construction
49	Ligustrum	11	50		Remain & Protect
50	Photinia	10	50		Remove for construction
51	Maple	11	50		Remove for construction
52	Photinia	10	50		Remove for construction
53	Photinia	10	50		Remove for construction
54	Cherry Laurel	6	50		Remain & Protect
55	Ligustrum	11	50		Remain & Protect
56	Ligustrum	11	50		Remain & Protect
57	Hackberry	9	50		Remain & Protect
58	Ligustrum	15	50		Remain & Protect
59	Cherry Laurel	7	50		Remain & Protect
60	Tulip Poplar	21	50		Remain & Protect
61	Cherry Laurel	6	50		Remain & Protect
62	Paulownia	17	75		Remain & Protect
63	Paulownia	15	75		Remain & Protect
64	Chinaberry	12	50		Remain & Protect
65	Cherry Laurel	6	50		Remain & Protect
66	Cherry Laurel	6	50		Remain & Protect
67	Cherry Laurel	6	50		Remain & Protect
68	Crepe Myrtle	7	50		Remove for construction
69	Oak	18	50		Remove for construction
70	Cedar	20	50		Remove for construction
71	Crepe Myrtle	10	50		Remove for construction
72	Empr	13	50		Remain & Protect
73	Empr	20	50		Remove for construction



TREE SURVEY AND RATING BY:
SOX AND FREEMAN
TREE EXPERT COMPANY
BLAKE RODDY
ISA CERTIFIED ARBORIST



GRAPHIC SCALE 1" = 20'-0"



**BENTON CROSSING APARTMENTS
Tree Removal Protection Plan**

**GRIMBALL
& ASSOCIATES
COTTERILL**

LANDSCAPE ARCHITECTS & LAND PLANNERS

600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

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Drawn by:	TGV
Checked by:	TMC
Date:	10.06.2022
Drawing No.	L.1
Sheet No.	1 OF 3

GRASSING SCHEDULE (PER 1000 SF)

NOTE: SEED ALL DISTURBED AREAS DUE TO GRADING OR TRENCHING AND ALL AREAS NOT TO BE PLANTED OR SODDED.

FROM MAY 1 - AUGUST 31

FROM SEPTEMBER 1 - APRIL 30

1 LB. BROWNTOP MILLET
1 LB. HULLED BERMUDA
6 OUNCES CENTIPEDE GRASS
25 LBS. 10-10-10 FERTILIZER
(50% SLOW RELEASE NITROGEN)
75 LBS. LIMESTONE

2 LB. ANNUAL RYE
1 LB. UNHULLED BERMUDA
6 OUNCES CENTIPEDE GRASS
25 LBS. 10-10-10 FERTILIZER
(50% SLOW RELEASE NITROGEN)
75 LBS. LIMESTONE

PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	MINIMUM					COMMENTS	QTY.	NATIVE	DROUGHT-TOLERANT	PERCENTAGE
			CALIPER	SPREAD	HEIGHT	BALL DIA.	NO. CANES					
TREES												TREES
CERC O	CERCIS RENIFORMIS 'OKLAHOMA'	OKLAHOMA REDBUD	2"		6'	20"	1	SPECIMEN	20	YES	YES	73% NATIVE
CORN	CORNUS FLORIDA	FLOWERING DOGWOOD	2"		6'	20"	1	SPECIMEN	10	YES	YES	
QUER N	QUERCUS NUTTALLI	NUTTALL OAK	3"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	2	YES	YES	
QUER O	QUERCUS LYRATA 'HIGHBEAM'	'HIGHBEAM' OVERCUP OAK	3"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	3	YES	YES	
QUER P	QUERCUS PHELLOS	WILLOW OAK	3"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	6	YES	YES	100% DROUGHT-TOLERANT
QUER S	QUERCUS SHUMARDII	SHUMARD OAK	3"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	2	YES	YES	
LAGE N	LAGERSTROEMIA 'NATCHEZ'	NATCHEZ CRAPMYRTLE	1"	6'	8'-10'	24"	3 MIN	MATCHING, SPECIMEN	2		YES	
												SHRUBS
ABEL	ABELIA X GRANDIFLORA 'ROSE CREEK'	'ROSE CREEK' ABELIA		18"	18"	3 GAL.	3-5	PLANT 3' O.C.	74		YES	52 % NATIVE SHRUBS
ILEX V	ILEX VOMITORIA NANA	DWARF YAUPON HOLLY		18"	18"	3 GAL.	3-5	PLANT 3' O.C.	74	YES	YES	
LORO	LOROPETALUM CHINENSE 'ZHUSHOU'	ZHUSHOU LOROPETALUM		24"	24"	3 GAL.	3-5	PLANT 5' O.C.	17		YES	
SCHIZ B	SCHIZACHYRIUM S. 'THE BLUES'	BLUE LITTLE BLUESTEM		18"	18"	3 GAL.		PLANT 3' O.C.	43	YES	YES	
OSMA	OSMANTHUS FRAGRANS	FRAGRANT TEA OLIVE		24"	24"	3 GAL.	3-5	PLANT 4' O.C.	2		YES	100% DROUGHT-TOLERANT
TRAC C ESP	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE ESPALIER				6 GAL	5-7	TRAIN TO WALL	17		YES	
												GROUNDCOVERS
LIRI B	LIRIOPE MUSCARI 'BIG BLUE'	'BIG BLUE' LIRIOPE				PINT		PLANT 12" O.C.	583		YES	
SOD	EREMOCHLOA OPHIOIDES	CENTIPEDE GRASS						WELL ROOTED				

NOTE: PROPOSED PLANTING REQUIRES INSTALLATION OF MECHANICAL IRRIGATION SYSTEM.

BUFFER YARD TYPE C
WITH A 6' TALL FENCE
75 LF. 6 TREES REQUIRED,
2 EXISTING TREES +
4 NEW TREES = 6 TREES PROVIDED
NO SHRUBS REQUIRED

BUFFER YARD TYPE A
286 LF. 34 TREES REQUIRED +
51 SHRUBS
20 NEW TREES PROVIDED
51 SHRUBS PROVIDED

BUFFER YARD TYPE C
WITH A 6' TALL FENCE
129 LF. 10 TREES REQUIRED,
8 EXISTING TREES +
4 NEW TREES = 12 TREES PROVIDED.
NO SHRUBS REQUIRED

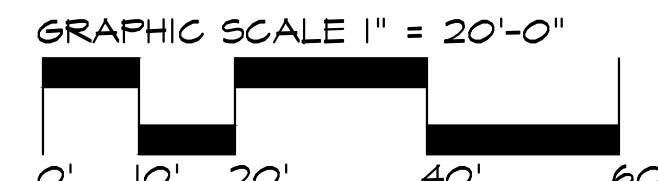
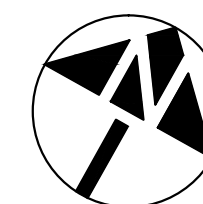
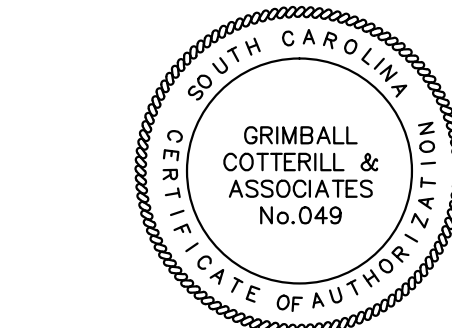
BUFFER YARD TYPE C
WITH A 6' TALL FENCE
156 LF. 12 TREES REQUIRED,
8 EXISTING TREES +
4 NEW TREES = 12 TREES PROVIDED.
NO SHRUBS REQUIRED

STREET PROTECTION YARD
SHADE TREE EVERY 40'
230 LF. 6 TREES REQUIRED,
5 SMALL TREES PROVIDED (O.E.)

STREET PROTECTION YARD
SHADE TREE EVERY 40'
250 LF. 6 TREES REQUIRED,
4 TREES PROVIDED.

GENERAL NOTES

- EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT THE SITE. STAKE-OUT BY THE CONTRACTOR AND ADJUSTMENT BY THE LANDSCAPE ARCHITECT IS ABSOLUTELY NECESSARY.
- LOCATIONS OF THOSE UTILITIES SHOWN ARE APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE FAILURE TO DO SO. CONTACT PALMETTO UTILITY PROTECTION SERVICE AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR SHALL INFORM LANDSCAPE ARCHITECT IF PROPOSED DESIGN IS IN CONFLICT WITH EXISTING OR PROPOSED UTILITIES. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION TO ADJUST PROPOSED DESIGN OR UTILITIES AS NECESSARY TO RESOLVE CONFLICTS.
- BASE PLAN DATA DERIVED FROM SITE SURVEY. PROVIDED BY _____ DATED _____



Revisions	Date	11.02.2022
1	Encroachment Permit	

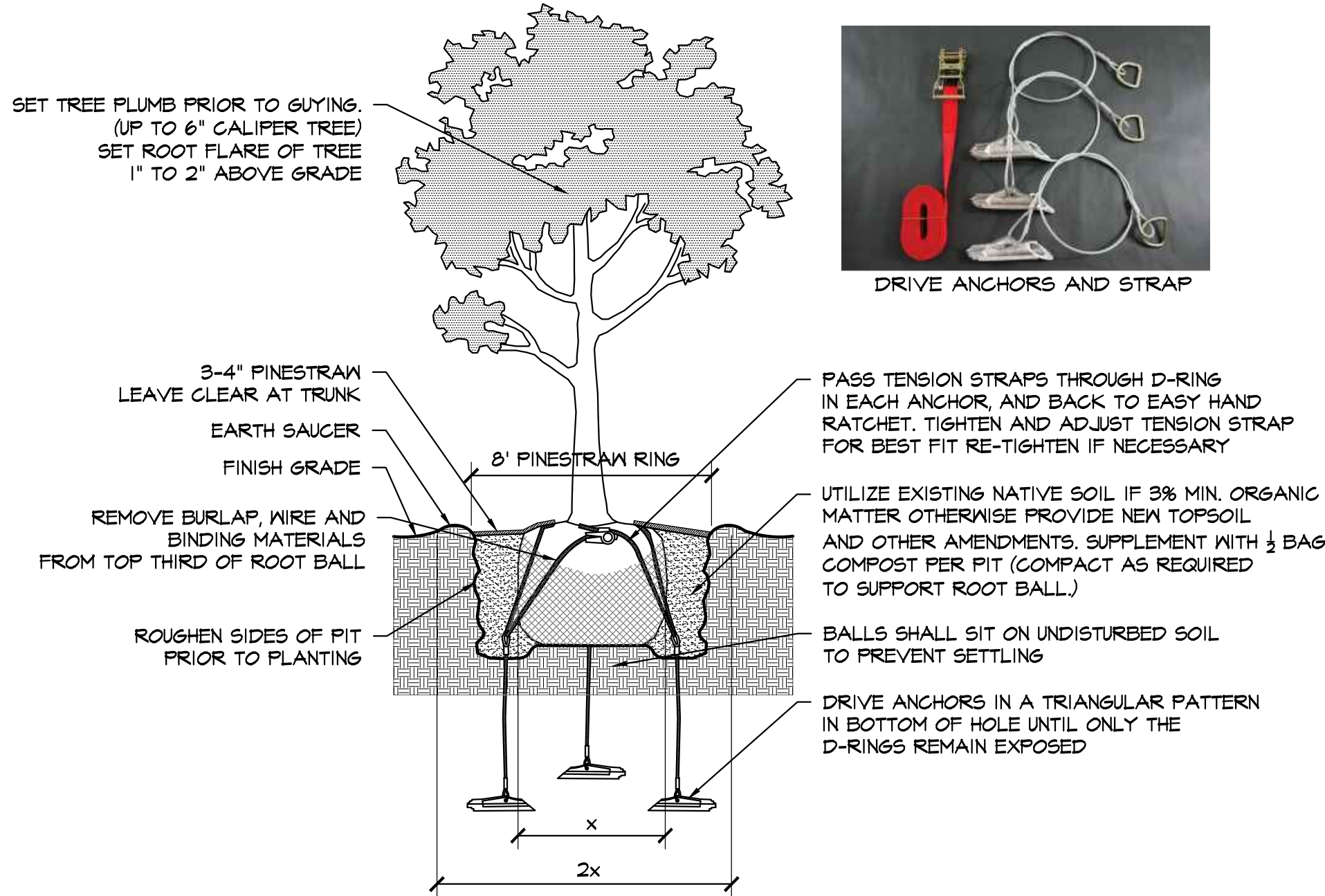
BENTON CROSSING APARTMENTS
Planting Plan, Plant List

GRIMBALL
& ASSOCIATES
COTTERILL

LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803) 738-9525

Drawn by:	TGV
Checked by:	TMC
Date:	10.06.2022
Drawing No.	L.2
Sheet No.	2 OF 3

Nov 02 2022 - 1:49pm \\PALMETTO\Grimcooth\active Projects on Maple\A-E Projects\Benton Crossing\Aps\ACAD\LANDBASE 09.30.2022-1.dwg



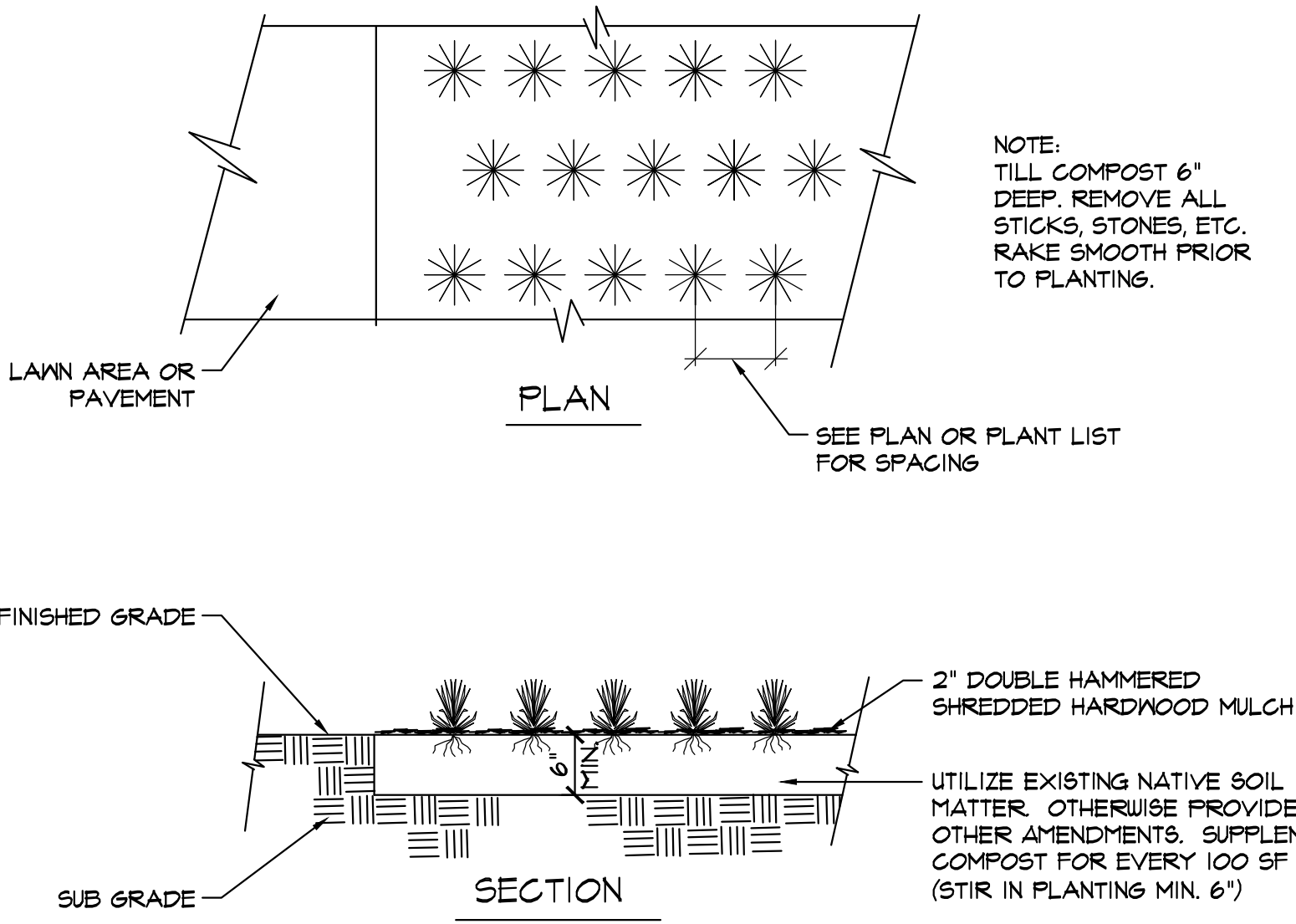
A

L-3

TREE PLANTING AND STAKING

SECTION

NOT TO SCALE

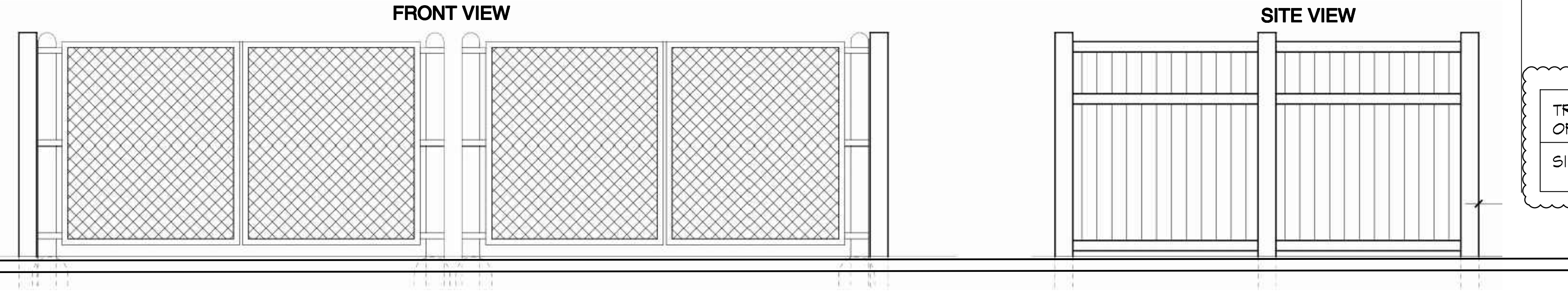


C

L-3

TYPICAL GROUNDCOVER PLANTING

NOT TO SCALE



E

L-3

TRASH ENCLOSURE

ELEVATIONS

INSTRUCTIONS FOR PERFORMING A PERCOLATION TEST

1. WITH A SHOVEL OR POSTHOLE DIGGER, DIG HOLE 18" TO 24" DEEP. HOLE DIAMETER SHOULD BE A MINIMUM OF 4 INCHES. THE DIAMETER OF THE HOLE SHOULD BE UNIFORM FROM TOP TO BOTTOM WITH THE BOTTOM BEING FLAT.
2. FILL HOLE WITH WATER TO THE TOP AND LET STAND FOR AT LEAST AN HOUR TO PRE-WET THE SOIL.
3. REFILL HOLE TO WITHIN A COUPLE INCHES OF THE TOP. DON'T OVERFLOW THE HOLE.
4. TO AID IN MEASUREMENT, PLACE A STICK ACROSS THE TOP OF THE HOLE AND USE A RULER OR MEASURING TAPE TO MARK PERIODIC DROPS IN WATER LEVEL.
5. ALLOW THE HOLE TO DRAIN FOR AT LEAST ONE HOUR. A LONGER PERIOD OF TIME (2 TO 3 HOURS) WILL GIVE A MORE ACCURATE READING OF AVERAGE PERCOLATION RATES.
6. DETERMINE AVERAGE DROP IN WATER LEVEL PER HOUR AND REFER TO THE TABLE BELOW TO INTERPRET RESULTS.

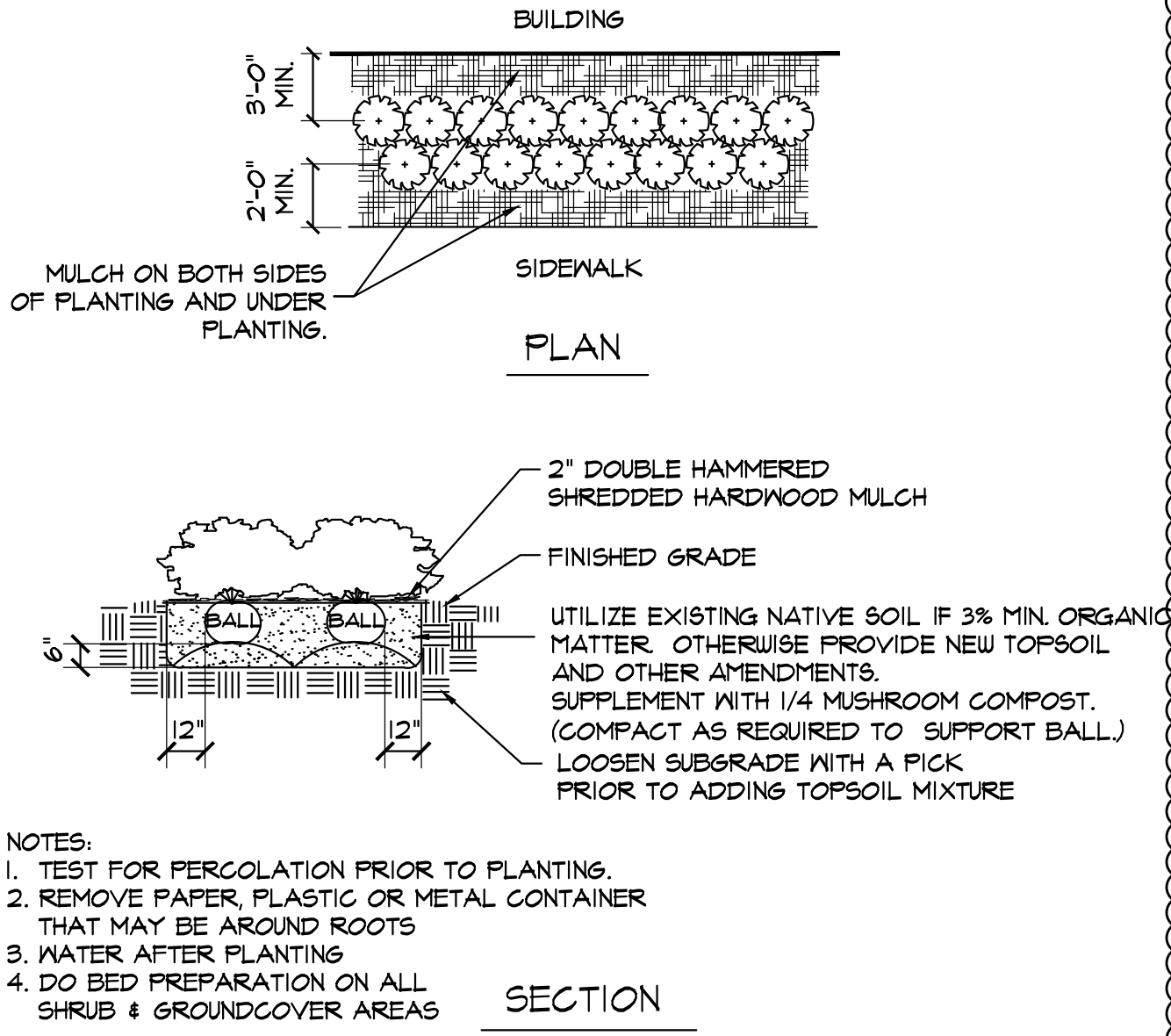
HOW TO INTERPRET RESULTS	
IF WATER LEVEL IN HOLE DROPS...	SITE IS...
LESS THAN ONE-HALF INCH PER HOUR	POORLY DRAINED AND SUITED TO WET -SITE SPECIES
ONE HALF-INCH TO ONE INCH PER HOUR	MODERATELY WELL DRAINED AND ACCEPTABLE FOR MANY SPECIES INCLUDING WET SITE SPECIES
MORE THAN ONE INCH PER HOUR	WELL DRAINED AND SUITABLE FOR ALL SPECIES INCLUDING SENSITIVE SPECIES

B

L-3

PERCOLATION TEST

ISOMETRIC



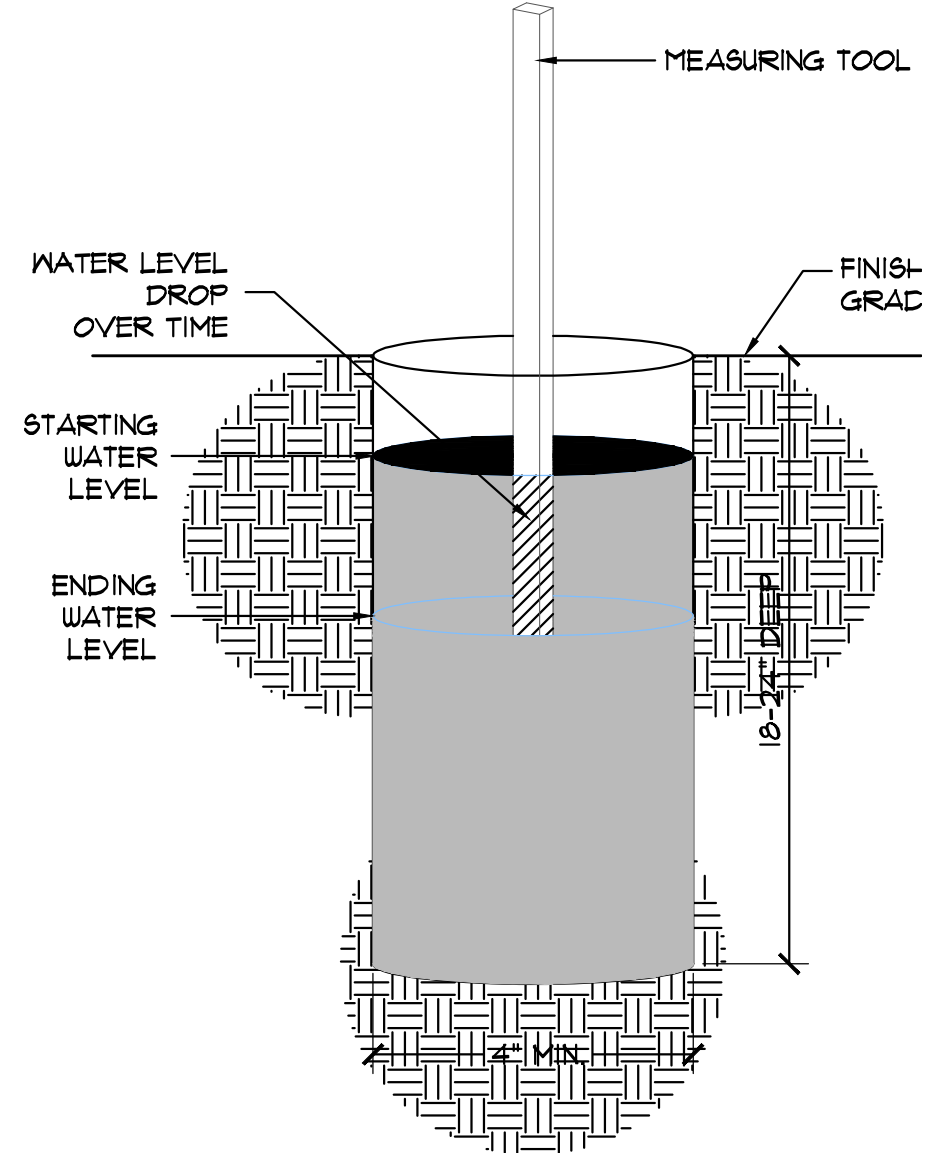
D

L-3

SHRUB PLANTING

NOT TO SCALE

PERCOLATION TEST HOLE



NOT TO SCALE



IRRIGATION FOR TREES LOCATED ON SCDOT R/W

F

L-3

TREEGATOR WATERING BAG

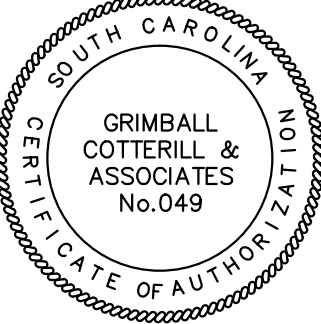
PICTURE

TREGATOR ORIGINAL	TREE CALIPER	WATER CAPACITY PER BAG	FILLS PER WEEK
SINGLE BAG	2-3 INCHES	14.75 TO 14.25 GALLONS	2 FILLS PER WEEK

PLANTING NOTES

1. PLANTS LABELED NIC ARE NOT IN CONTRACT AND ARE NOT A PART OF THIS PHASE OF WORK. PLANTING FOR MUCH OF THIS PROJECT WILL BE DONE IN PREVIOUSLY PAVED AREAS. IT IS CRITICAL THAT THE CONTRACTOR BREAK UP COMPACTED SOIL THOROUGHLY, REMOVE INORGANIC SUBSOIL, AND PROVIDE NEW TOPSOIL AND PLANTING AMENDMENTS AS REQUIRED TO ENSURE FUTURE PLANT HEALTH.
2. REQUIREMENTS FOR THE MEASUREMENTS, BRANCHING, GRADING, QUALITY, BALLING AND BURLAPPING OF PLANTS IN THE PLANT LIST GENERALLY FOLLOWS OR EXCEEDS A CODE OF STANDARDS CURRENTLY RECOMMENDED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. IN THE AMERICAN STANDARD FOR NURSERY STOCKS. SEE THE PLANT LIST FOR MORE RESTRICTIVE REQUIREMENTS.
3. ALL PLANTS SHALL HAVE A WELL FORMED HEAD WITH MINIMUM CALIPER, HEIGHT AND SPREAD OF THE SIDE BRANCHES AS SHOWN ON THE PLANT LIST. TRUNKS SHALL BE UNDAMAGED AND SHAPE SHALL BE TYPICAL OF THE SPECIES.
4. MEASUREMENT OF CONIFER HEIGHT SHALL INCLUDE NOT MORE THAN FIFTY (50) PER CENT OF THIS YEARS' VERTICAL GROWTH (TOP CANDLE).
5. THE LANDSCAPE CONTRACTOR IS HEREBY NOTIFIED OF THE EXISTENCE OF UNDERGROUND UTILITIES WITHIN THE LIMITS OF THE PROJECT AREA. THE CONTRACTOR SHOULD VERIFY THE EXACT LOCATION OF ALL UTILITY LINES PRIOR TO COMMENCEMENT OF DIGGING OPERATIONS.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR STAKING AND LAYOUT OF PLANTINGS ON THIS PROJECT. THE LANDSCAPE ARCHITECT OR OWNER SHALL BE ADVISED WHEN STAKES ARE READY FOR INSPECTION ON VARIOUS PLANTING AREAS. ALL LAYOUT WORK SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO OPENING ANY PLANTING PITS.
7. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO VERIFY THAT EACH EXCAVATED TREE OR SHRUB PIT WILL PERCOLATE (DRAIN) PRIOR TO ADDING TOPSOIL AND INSTALLING TREES OR SHRUBS. THE CONTRACTOR SHALL DO PERCOLATION TEST AS DETAILED ON DETAIL D/L-3. THE OWNER OR LANDSCAPE ARCHITECT SHALL VERIFY ACCURACY AND EFFECT OF PERCOLATION TESTING. IF THE SOIL AT GIVEN AREA DOES NOT DRAIN PROPERLY, A PVC DRAIN OR GRAVEL SUMP SHALL BE INSTALLED OR THE PLANTINGS RELOCATED.
8. SHOULD THE LANDSCAPE CONTRACTOR ENCOUNTER UNSATISFACTORY SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PANS, STEAM OR OTHER UTILITY LINES OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS, HE MUST ADVISE THE LANDSCAPE ARCHITECT IN WRITING OF THE CONDITIONS PRIOR TO INSTALLING THE PLANTS. OTHERWISE, THE LANDSCAPE CONTRACTOR WARRANTS THAT THE PLANTING AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF THE PLANTS TO BE INSTALLED.
9. PLANTING PITS FOR TREE AND SHRUBS SHALL BE PREPARED AS PER DETAILS.
10. DOUBLE HAMMERED SHREDDED HARDWOOD MULCH SHALL BE APPLIED TO ALL SHRUB BEDS BY THE CONTRACTOR. BEDS SHALL BE TREATED WITH PREEMERGENT HERBICIDE BEFORE MULCH IS APPLIED. SHREDDED HARDWOOD MULCH SHALL BE TWO INCHES DEEP. A SAMPLE OF MULCH SHALL BE PRESENTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
11. ALL TREES ARE TO BE STAKED IMMEDIATELY AFTER PLANTING AS DETAILED. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF STAKING HOSES, ETC. AT THE END OF THE ONE YEAR GUARANTEE PERIOD.
12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP THE SITE AT THE COMPLETION OF THE PROJECT AND SHALL MAINTAIN THE SITE IN A REASONABLY NEAT AND CLEAN STATE THROUGHOUT THE INSTALLATION PROCESS. STREETS AND PAVED AREAS SHALL BE CLEANED REGULARLY TO REMOVE CONSTRUCTION MATERIALS AND OTHER DEBRIS RESULTING FROM WORK OF THE PROJECT.
13. PLANTS SHALL BE GUARANTEED FOR THE DURATION OF ONE (1) FULL YEAR AFTER THE FINAL ACCEPTANCE OF THE PLANTING BY THE OWNER AND SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. ANY PLANT NOT IN A HEALTHY AND VIGOROUS STATE AT THE END OF THE GUARANTEE PERIOD SHALL BE REPLACED AT NO COST TO THE OWNER. PLANTS SEVERELY DAMAGED BY VANDALS ARE NOT SUBJECT TO REPLACEMENT BY THE CONTRACTOR DURING THE ONE YEAR GUARANTEE PERIOD.
14. REPLACEMENTS OF DEAD OR UNSATISFACTORY MATERIAL SHALL BE MADE AS SPECIFIED IN THE PLANT LIST. THE OWNER OR LANDSCAPE ARCHITECT SHALL INSPECT REPLACED PLANTS WHEN ALL REPLACEMENTS HAVE BEEN MADE. REPLACEMENTS ARE TO BE ALIVE AND IN A HEALTHY CONDITION WHEN THE REPLACEMENTS ARE COMPLETE, AND SHALL BE SUBJECT TO A ONE (1) YEAR GUARANTEE FROM THE DATE OF SATISFACTORY REPLACEMENT.
15. NO EXCAVATION OR PLANTING PIT SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT.
16. PLANT MATERIAL QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR REFERENCE ONLY AND THE CONTRACTOR IS RESPONSIBLE FOR THE ACTUAL PLANT MATERIAL COUNTS. DISCREPANCIES BETWEEN QUANTITIES SHOWN ON THE PLANTING PLAN AND THOSE IN THE PLANT LIST SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION. IF CLARIFICATION OF DISCREPANCIES FROM THE LANDSCAPE ARCHITECT IS NOT POSSIBLE, THEN QUANTITIES SHOWN ON THE PLANTING PLAN SHALL TAKE PRECEDENCE.
17. ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS (WHETHER SHOWN ON THE PLANS OR NOT) SHALL BE STABILIZED AND EITHER SEEDED, SODDED, OR MULCHED BY CONTRACTOR, AS DIRECTED BY OWNER, AT NO ADDITIONAL COST TO CONTRACT.

1



Revisions	Encroachment Permit
Date	11.02.2022

BENTON CROSSING APARTMENTS
Planting Details, Notes

GRIMBALL
& ASSOCIATES
COTTERILL

LANDSCAPE ARCHITECTS & LAND PLANNERS

600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525

Drawn by:	TGV
Checked by:	TMC
Date:	10.06.2022
Drawing No.	L.3
Sheet No.	3 OF 3

VALVE SCHEDULE

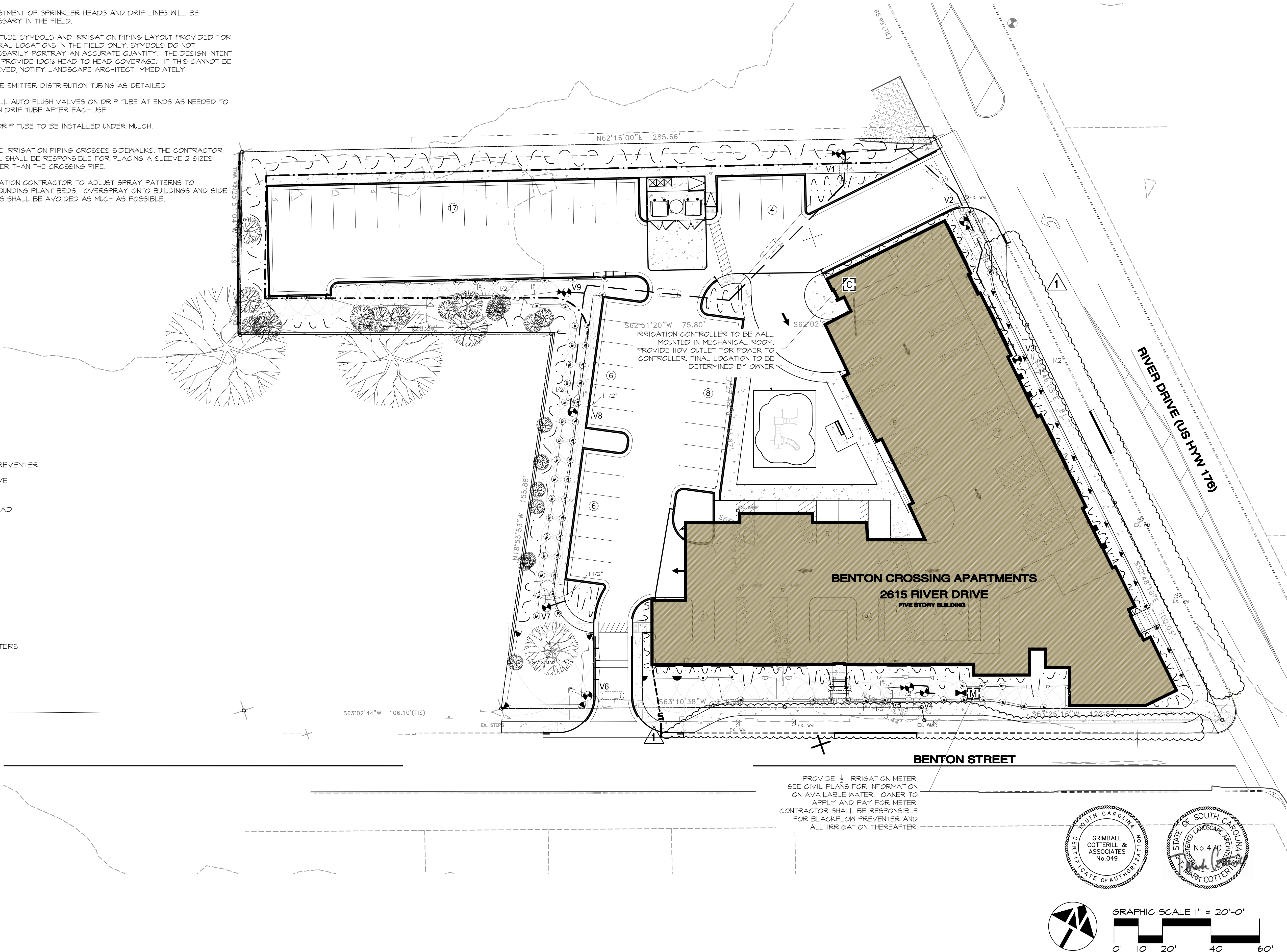
VALVE	SIZE	TYPE	GPM
V1	1"	DRIP	20±
V2	1"	1804	21.66
V3	1"	DRIP	15±
V4	1"	1804	15.14
V5	1"	1804	29.36
V6	1"	1804	28.35
V7	1"	1804	28.59
V8	1"	DRIP	20±
V9	1"	5004	6.08
V10	1"	1804	16.59
V11	1"	1804	28.89
V12	1"	DRIP	20±

IRRIGATION NOTES

- ALL IRRIGATION TO BE AS SPECIFIED OR APPROVED EQUAL.
- SYSTEM DESIGNED TO RUN AT 30 GPM WITH 65 PSI.
- CONTRACTOR TO COORDINATE WITH OWNER CONCERNING IRRIGATION METER PRIOR TO COMMENCEMENT OF WORK SO AS NOT TO DELAY COMPLETION OF IRRIGATION.
- CONTRACTOR SHALL PERFORM PRESSURE AND FLOW TESTS AT PROPOSED POINT OF CONNECTION PRIOR TO INSTALLATION TO VERIFY THAT ADEQUATE DESIGN CRITERIA IS PRESENT.
- ADJUSTMENT OF SPRINKLER HEADS AND DRIP LINES WILL BE NECESSARY IN THE FIELD.
- DRIP TUBE SYMBOLS AND IRRIGATION PIPING LAYOUT PROVIDED FOR GENERAL LOCATIONS IN THE FIELD ONLY. SYMBOLS DO NOT NECESSARILY PORTRAY AN ACCURATE QUANTITY. THE DESIGN INTENT IS TO PROVIDE 100% HEAD TO HEAD COVERAGE. IF THIS CANNOT BE ACHIEVED, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY.
- UTILIZE EMITTER DISTRIBUTION TUBING AS DETAILED.
- INSTALL AUTO FLUSH VALVES ON DRIP TUBE AT ENDS AS NEEDED TO DRAIN DRIP TUBE AFTER EACH USE.
- ALL DRIP TUBE TO BE INSTALLED UNDER MULCH.
- WHERE IRRIGATION PIPING CROSSES SIDEWALKS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING A SLEEVE 2 SIZES LARGER THAN THE CROSSING PIPE.
- IRRIGATION CONTRACTOR TO ADJUST SPRAY PATTERNS TO SURROUNDING PLANT BEDS. OVERSPRAY ONTO BUILDINGS AND SIDE WALKS SHALL BE AVOIDED AS MUCH AS POSSIBLE.

IRRIGATION LEGEND

- 1 1/2" IRRIGATION METER
RAINBIRD ESP-LXME CONTROLLER WITH RAIN SENSOR
1 1/2" DOUBLE CHECK VALVE BACKFLOW PREVENTER
RAINBIRD PGA-100 SERIES ELECTRIC VALVE
XCZ-100-B-COM
RAINBIRD 5000 SERIES POP-UP ROTOR HEAD
2.0 NOZ
RAINBIRD SERIES POP-UP SPRAY HEAD
8Q 12Q 15EST
8H 12H 15EST
10Q 15Q
10H 15H
2" MAINLINE
CLASS 160 OR 200 PVC PIPING
SIZE AS NOTED
RAINBIRD DRIP TUBING WITH RAIN-BUG EMITTERS
4" SCH. 40 PVC SLEEVING



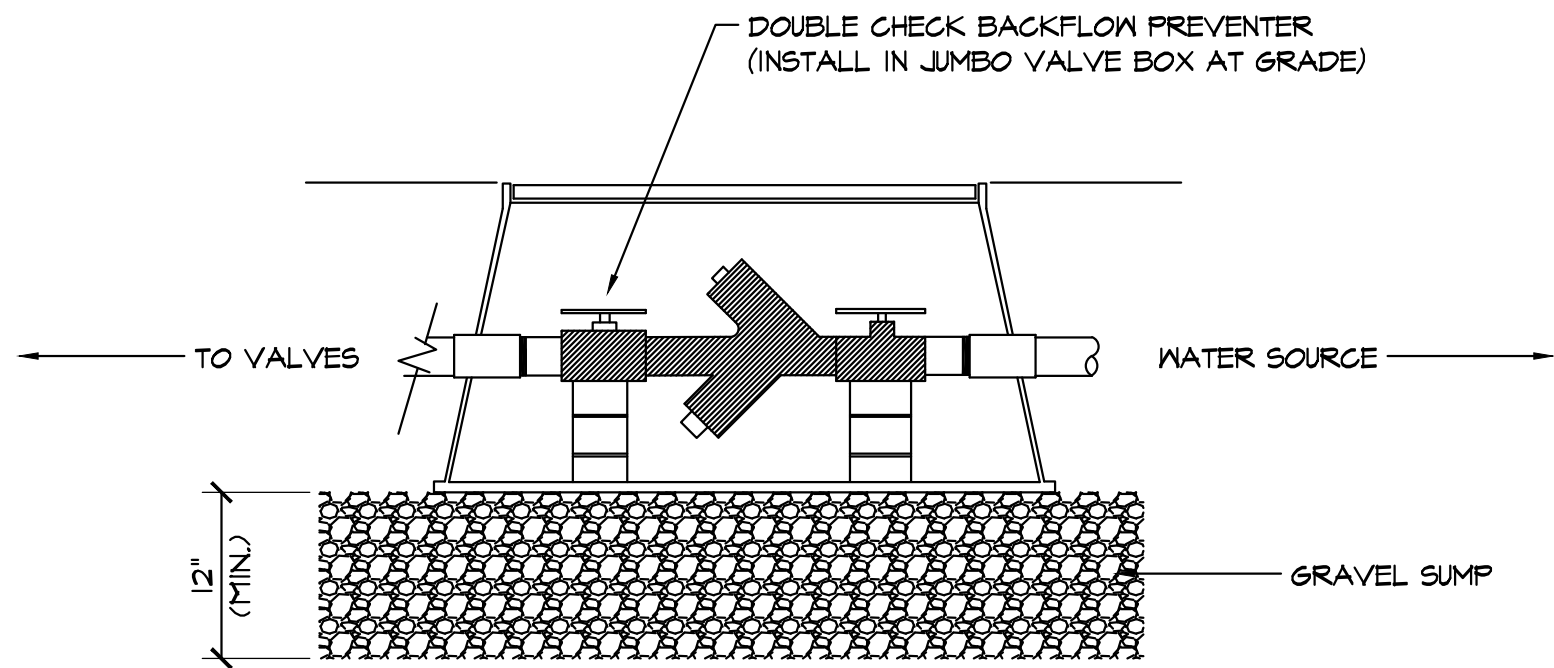
Revisions	Date
1. Encroachment Permit	11.02.2022

BENTON CROSSING APARTMENTS
Irrigation Plan

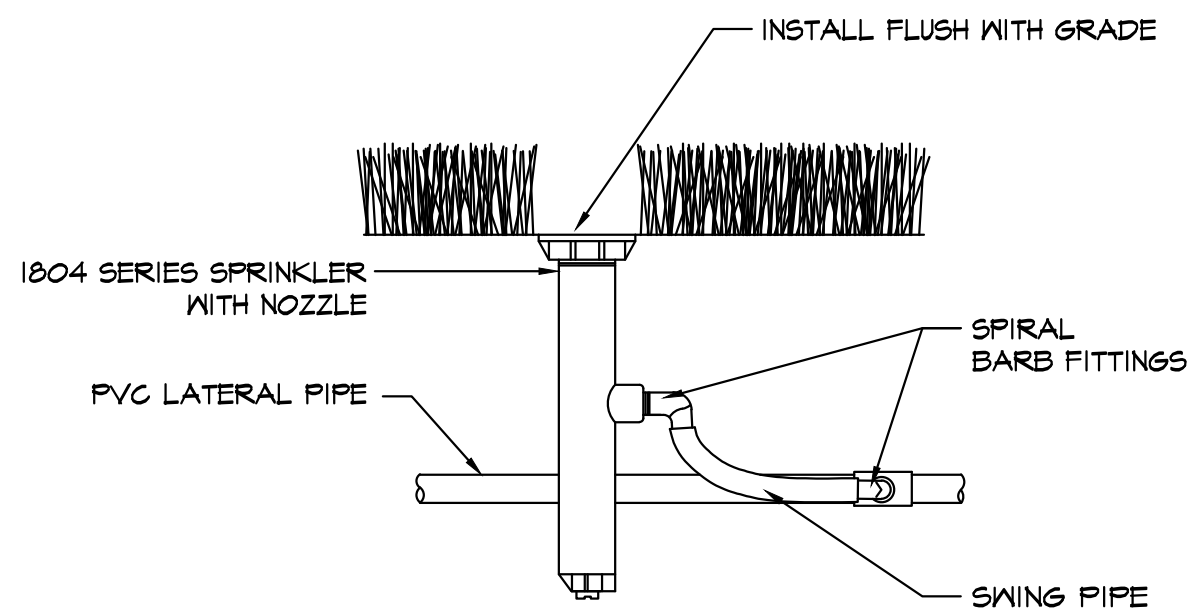
GRIMBALL
& ASSOCIATES
COTTERILL

LANDSCAPE ARCHITECTS & LAND PLANNERS
600 BELTLINE BOULEVARD COLUMBIA, SC 29205 (803)738-9525
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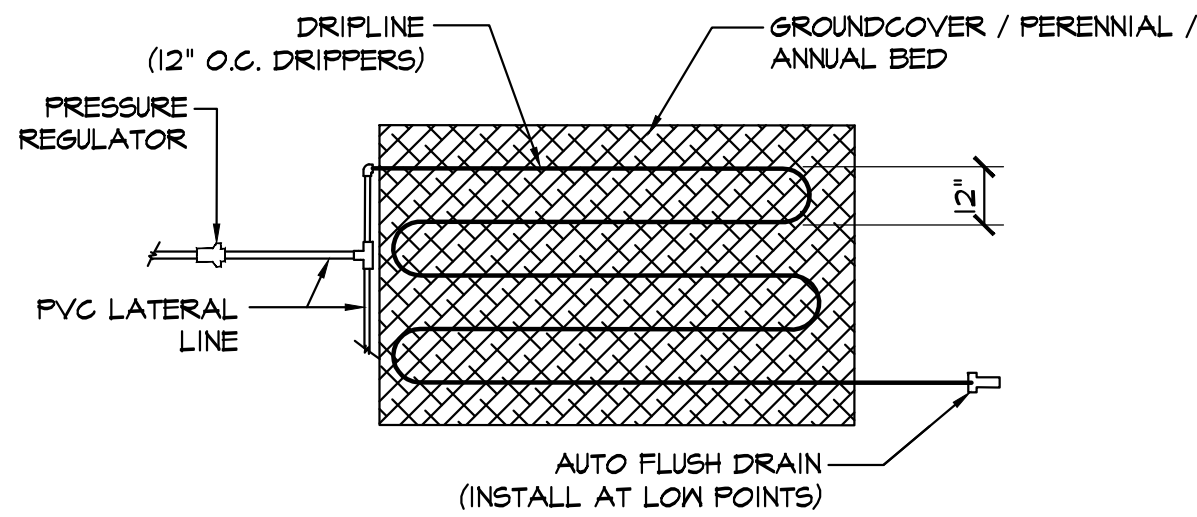
Drawn by:	SKC
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Date:	10.06.2022
Drawing No.	1.1
Sheet No.	1 OF 2



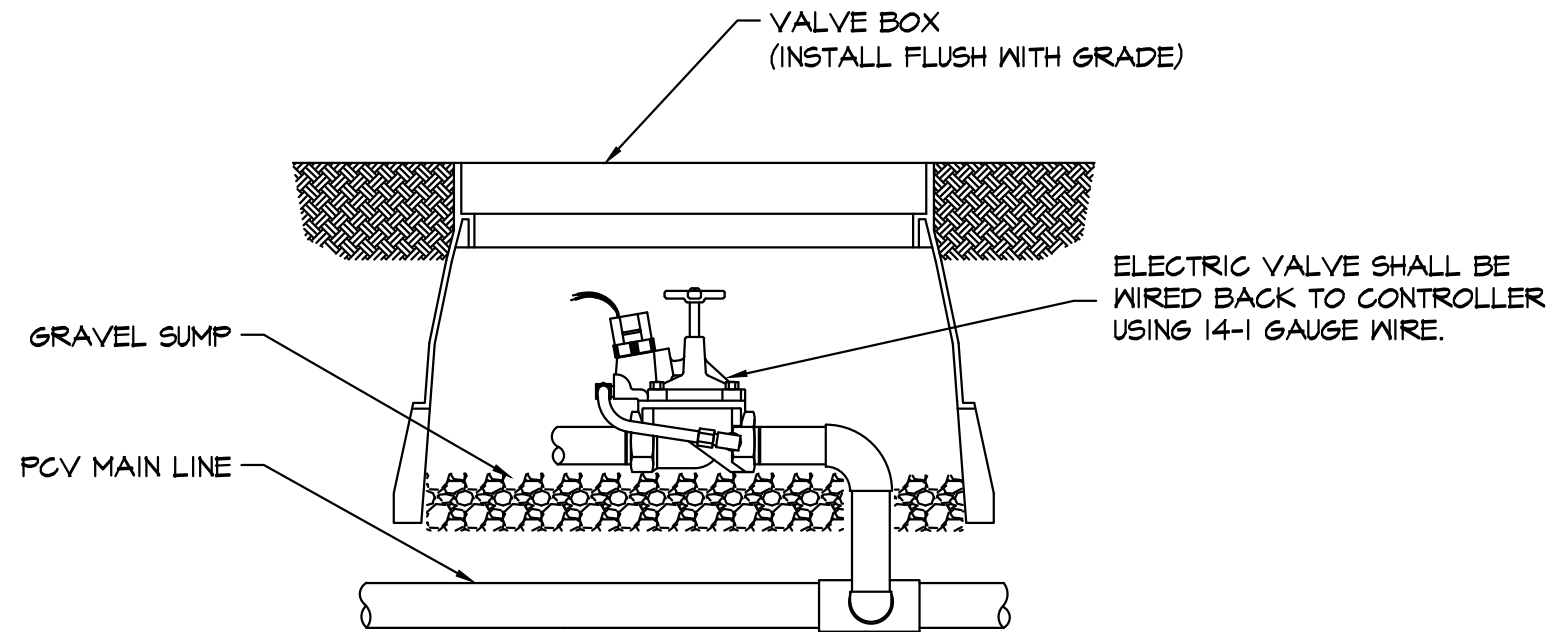
A
I-2
BACKFLOW PREVENTER
SECTION NOT TO SCALE



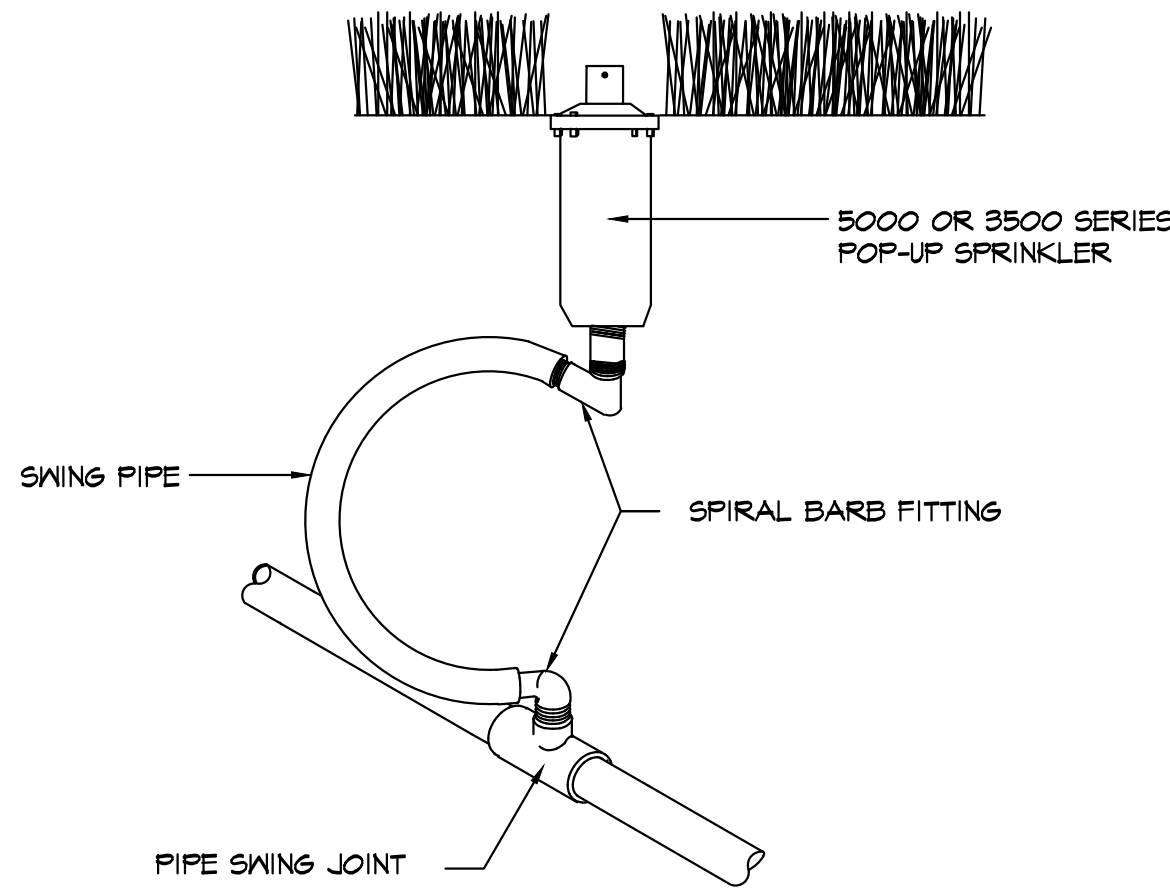
D
I-2
POP-UP SPRAY SPRINKLER
SECTION NOT TO SCALE



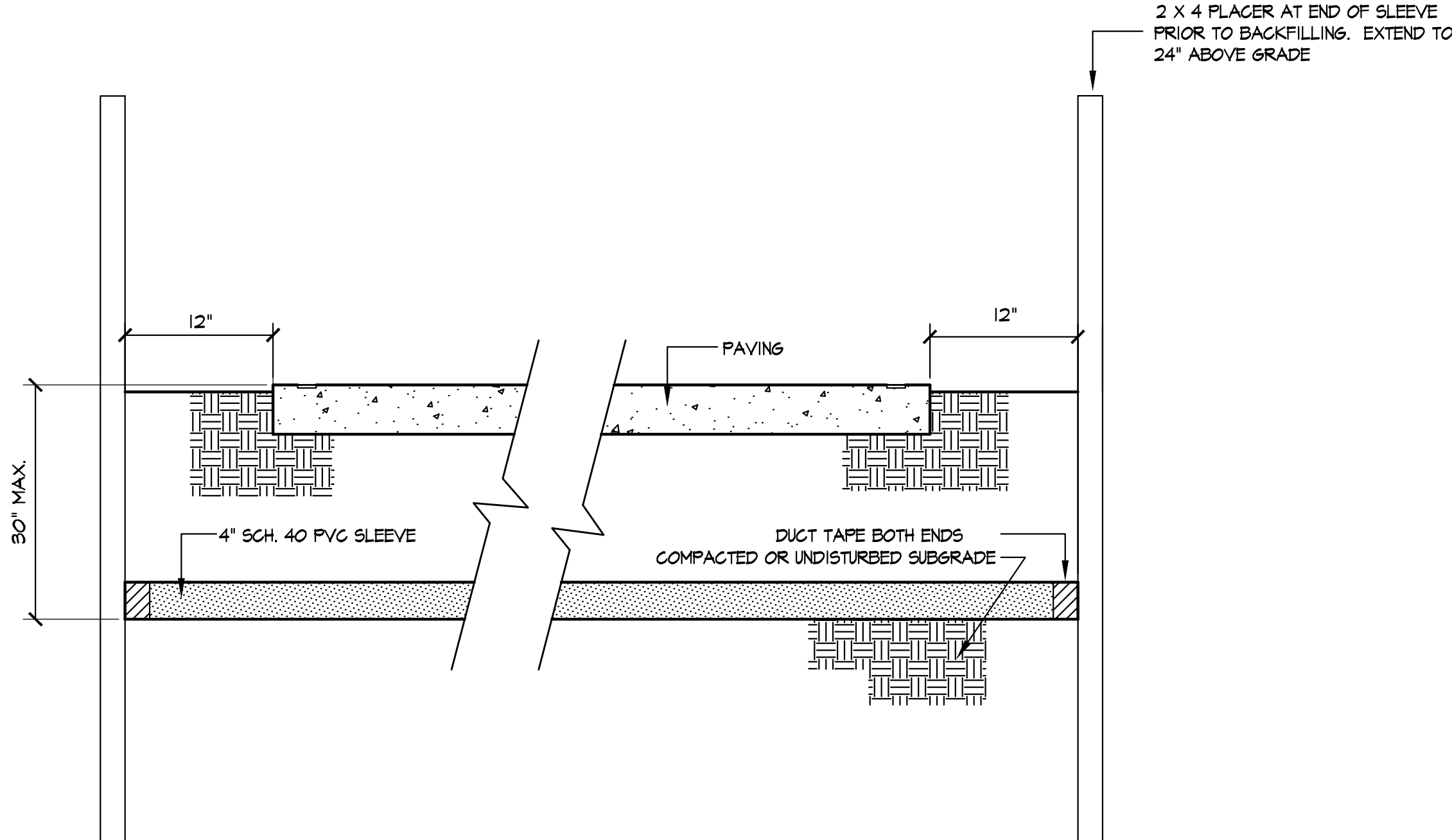
G
I-2
DRIPLINE IN GROUNDCOVER
PLAN NOT TO SCALE



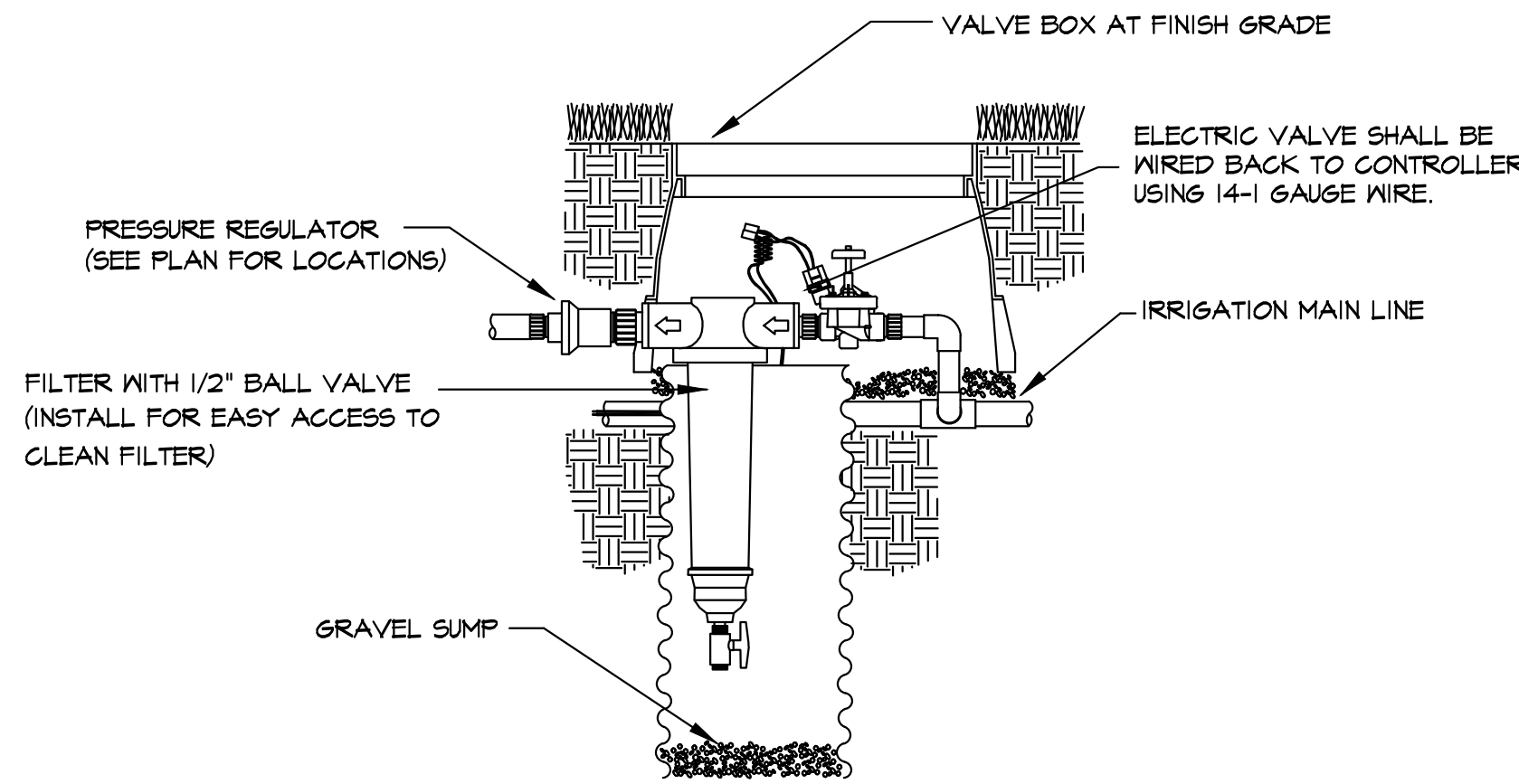
B
I-2
ELECTRIC VALVE
SECTION NOT TO SCALE



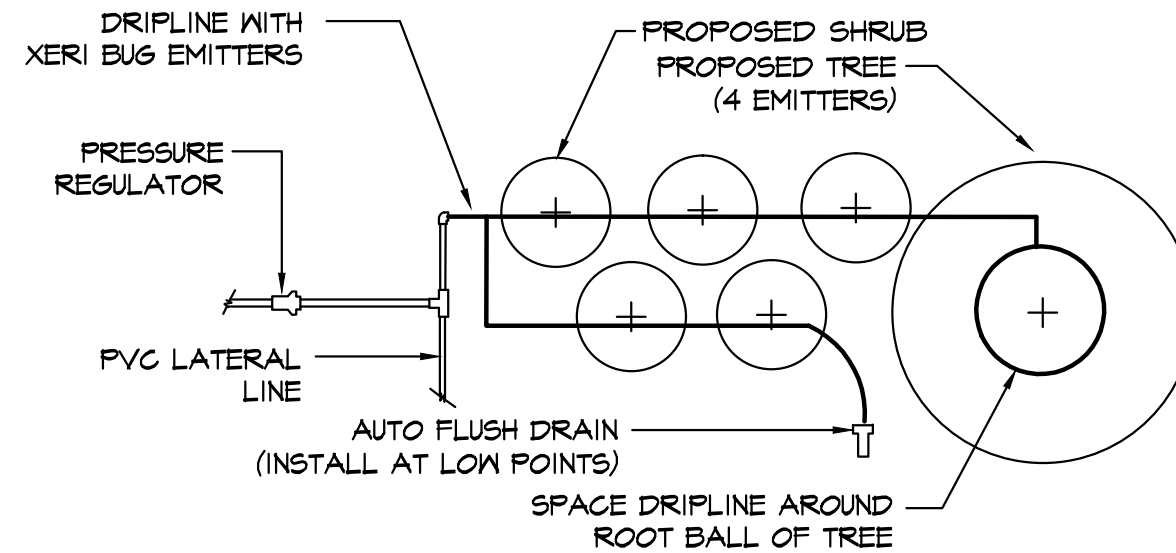
E
I-2
POP-UP ROTOR SPRINKLER
SECTION NOT TO SCALE



H
I-2
SLEEVING DETAIL
SECTION NOT TO SCALE



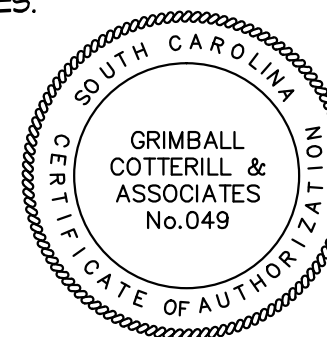
C
I-2
ELECTRIC VALVE-DRIP ZONE
SECTION NOT TO SCALE



F
I-2
DRIPLINE IN SHRUBS
PLAN NOT TO SCALE

IRRIGATION NOTES

1. ALL PLASTIC PIPE FITTINGS TO BE MINIMUM SCHEDULE 40 PVC.
2. ALL MAIN LINES TO BE SCHEDULE 40 PVC OR SCHEDULE 200 PVC.
3. ALL LATERAL LINES TO BE SCHEDULE 200 PVC OR SCHEDULE 160 PVC.
4. COORDINATE WITH GENERAL CONTRACTOR FOR INSTALLATION OF SCHEDULE 40 PVC PIPE UNDER PAVED SURFACES AS NOTED ON THE DRAWINGS TO BE UTILIZED FOR IRRIGATION SLEEVING. THE LOCATION OF SLEEVING IS MARKED ON THE IRRIGATION PLAN. DEVIATIONS MAY OCCUR DURING CONSTRUCTION.
5. TRENCHES FOR PVC PIPE MAINLINES SHALL BE EXCAVATED TO SUFFICIENT DEPTH OF 18" MINIMUM AND AN SUFFICIENT WIDTH TO PERMIT PROPER HANDLING AND INSTALLATION OF PIPE AND FITTINGS. TRENCHES FOR PVC PIPE LATERAL SPRINKLER LINES SHALL BE EXCAVATED TO SUFFICIENT DEPTH OF 12" MINIMUM AND AN SUFFICIENT WIDTH TO PERMIT PROPER HANDLING AND INSTALLATION OF PIPE AND FITTINGS.
6. ALL CONTROL VALVES SHALL BE INSTALLED IN A VALVE BOX IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
7. ALL WIRING TO BE USED FOR CONNECTING THE AUTOMATIC REMOTE CONTROL VALVE TO THE AUTOMATIC CONTROLLERS SHALL BE TYPE "UF" 14-1 STRANDED OR SOLID COPPER SINGLE CONDUCTION WIRE WITH PVC INSULATION AND BEAR UL APPROVAL FOR DIRECT UNDERGROUND BURIAL FEEDER CABLE. WIRE CONNECTIONS TO REMOTE CONTROL ELECTRIC VALVES AND SPLICES OF WIRE IN THE FIELD SHALL BE PEN-TITE WIRE CONNECTORS OR APPROVED EQUAL AND SEALING CEMENT.
8. THE IRRIGATION CONTRACTOR SHALL CONNECT ALL VALVE WIRING TO A SPECIFIED CONTROLLER LOCATED AS NOTED ON THIS PLAN.
9. ALL CONTROL VALVE CABLES SHALL BE INSTALLED BY DIRECT BURIAL AT A MINIMUM DEPTH OF 12" WHERE PRACTICAL. THE WIRE SHALL BE INSTALLED IN THE SAME TRENCH AS THE MAINLINE PIPE.
10. AFTER COMPLETION OF THE PIPING INSTALLATION, THE CONTRACTOR SHALL FURNISH AN "AS-BUILT" DRAWING SHOWING ALL SPRINKLER HEADS, VALVES, DRAINS AND PIPE LINES TO SCALE WITH DIMENSIONS WHERE REQUIRED. INSTRUCTION SHEETS AND PARTS LISTS COVERING ALL OPERATING EQUIPMENT WILL BE BOUND INTO A FOLDER AND FURNISHED TO THE OWNER IN DUPLICATE.
11. FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK PERFORMED UNDER THIS CONTRACT, THE CONTRACTOR SHALL PROMPTLY FURNISH, WITHOUT COST TO THE OWNER, ANY AND ALL PARTS AND LABOR WHICH PROVE DEFECTIVE IN MATERIAL OR WORKMANSHIP.
12. DURING THE LAST MONTH OF THE GUARANTEE PERIOD, THE LANDSCAPE ARCHITECT AND CONTRACTOR SHALL INSPECT THE INSTALLATION TO DETERMINE THE CONDITION OF THE COMPLETE SYSTEM. A LIST OF DEFECTIVE MATERIALS OR INSTALLATIONS TO BE REPLACED SHALL BE MADE BY THE CONTRACTOR WITHIN THIRTY DAYS OF RECEIVING WRITTEN NOTIFICATION. REPLACED MATERIALS AND INSTALLATION SHALL BE IN ACCORD WITH THESE SPECIFICATIONS, DRAWINGS AND OR SCHEDULES.



Revisions	
Date	

GRIMBALL
& ASSOCIATES
COTTERILL
BENTON CROSSING APARTMENTS
Irrigation Details

Drawn by:	SKC
Checked by:	TMC
Date:	10.06.2022
Drawing No.	1.2
Sheet No.	2 OF 2

GRASSING SCHEDULE (PER 1000 SF)

NOTE: SEED ALL DISTURBED AREAS DUE TO GRADING OR TRENCHING AND ALL AREAS NOT TO BE PLANTED OR SODDED.

FROM MAY 1 - AUGUST 31

1 LB. BROWNTOP MILLET
1 LB. HULLED BERMUDA
6 OUNCES CENTIPEDE GRASS
25 LBS. 10-10-10 FERTILIZER
(50% SLOW RELEASE NITROGEN)
75 LBS. LIMESTONE

FROM SEPTEMBER 1 - APRIL 30

2 LB. ANNUAL RYE
1 LB. UNHULLED BERMUDA
6 OUNCES CENTIPEDE GRASS
25 LBS. 10-10-10 FERTILIZER
(50% SLOW RELEASE NITROGEN)
75 LBS. LIMESTONE

BUFFER YARD TYPE C
WITH A 6' TALL FENCE
75 LF: 6 TREES REQUIRED,
2 EXISTING TREES +
4 NEW TREES = 6 TREES PROVIDED
NO SHRUBS REQUIRED

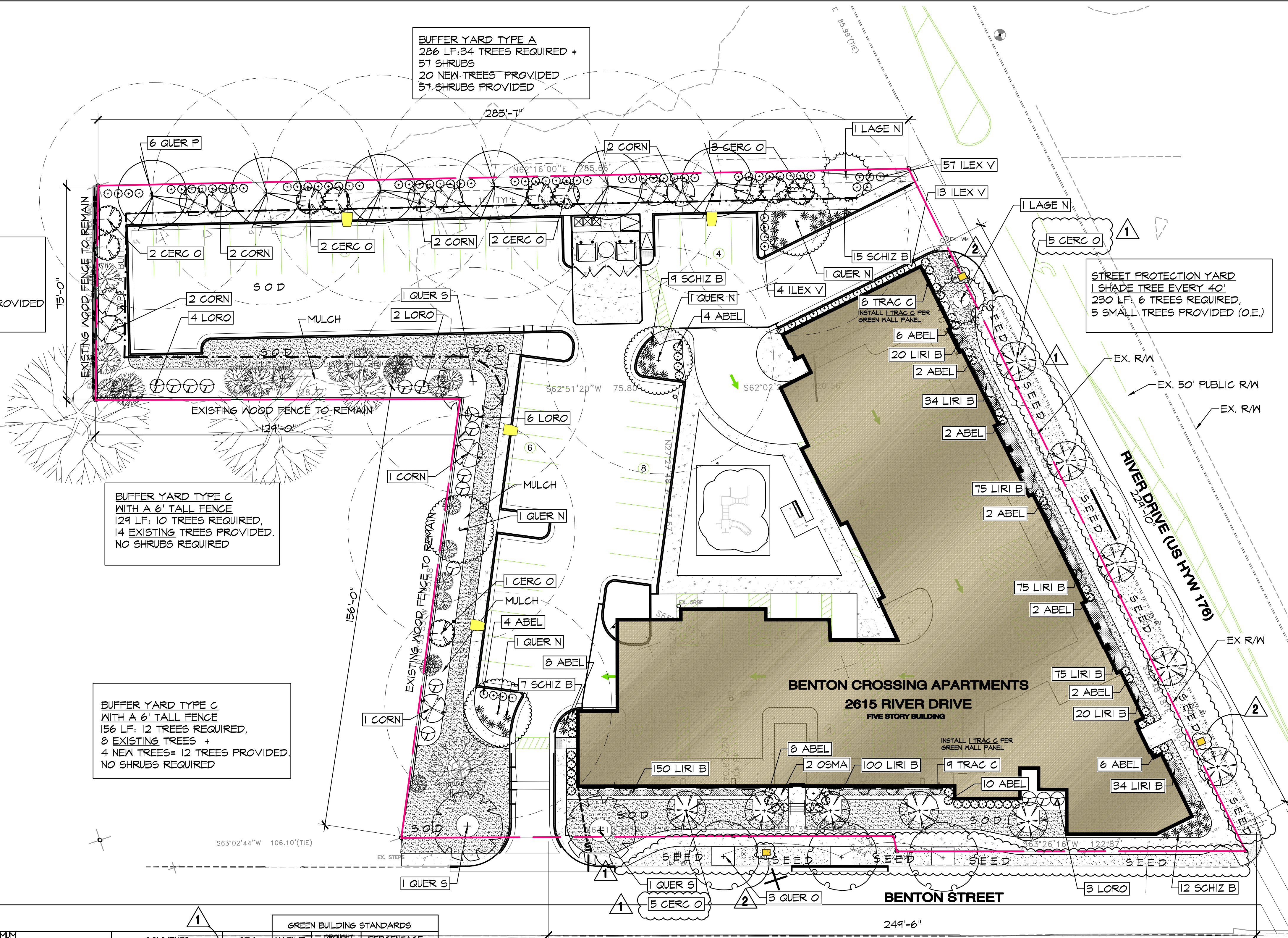
Density Factor Calculation Worksheet

City of Columbia Tree Credits						
Type of Development	Commercial - 30 Units per Acre			Arborist Report Included?		☒
TOTAL SITE	1.44 ACRES					
ACRES	1.44 ACRES					
REQUIRED UNITS (DFS)	43.2 DFS UNITS			Exempt?		☐
TREES SAVED (EDF)						
Quantity	Tree Species	Softwood?	Health	Tree Caliper	Units	Credits
1	maple (#4)	☐	75%	18 in	8.8	6.6
2	crape myrtles (#8-9)	☐	50%	6 in	3.0	3.0
1	hackberry (57)	☐	50%	9 in	4.8	2.4
1	cherry laurel (59)	☐	50%	7 in	3.0	1.5
1	tulip poplar (60)	☐	50%	21 in	10.4	5.2
4	cherry laurels (61.65-67)	☐	50%	6 in	3.0	6.0
		☐	100%	Choose D.B.H.	0.0	0.0
		☐	100%	Choose D.B.H.	0.0	0.0
		☐	100%	Choose D.B.H.	0.0	0.0
		☐	100%	Choose D.B.H.	0.0	0.0
10					Total Credits	24.7
GRAND TREES REMOVED						
Quantity	Hardwood Tree Species		Health	Tree Caliper	Units	Credits
1	Dogwood (6)		50%	12	6.4	3.2
1	Pecan (13)		25%	28	20.4	5.1
1	Hickory (25)		75%	34	37.8	28.4
1	Maple (36)		50%	41	52.2	26.1
1	Oak (38)		25%	41	52.2	13.1
Quantity	Softwood Tree Species		Health	Tree Caliper	Units	Credits
1	Pine (5)		75%	36	22.5	16.9
			100%	Choose D.B.H.	0.0	0.0
			100%	Choose D.B.H.	0.0	0.0
			100%	Choose D.B.H.	0.0	0.0
			100%	Choose D.B.H.	0.0	0.0
6					Total Credits	92.675
TREES PLANTED						
Quantity	Tree Species	Softwood?		Tree Caliper	Units	Credits
20	redbud	☐		3 in	1.5	30.0
10	dogwood	☐		3 in	1.5	15.0
2	nuttall oak	☐		4 in	2.0	4.0
3	overcup oak	☐		4 in	2.0	6.0
6	willow oak	☐		4 in	2.0	12.0
2	shumard oak	☐		4 in	2.0	4.0
2	natchez crape	☐		3 in	1.5	3.0
		☐		Choose Caliper	0.0	0.0
		☐		Choose Caliper	0.0	0.0
		☐		Choose Caliper	0.0	0.0
45					Total Credits	74
Required Units/Acre (DFS)	43.2					
Additional Units from Grand Tree Removal	112.88					
Total Required Credits (RDF)	156.075					
Existing/Saved Credits (EDF)	24.7					
Planted Credits	74.0					
Proposed Credits	98.7					
REMAINDER	-57.4					

PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	MINIMUM					COMMENTS	QTY.	NATIVE	DROUGHT-TOLERANT	PERCENTAGE
			CALIPER	SPREAD	HEIGHT	BALL DIA.	NO. CANES					
TREES												TREES
CERC O	CERCIS RENIFORMIS 'OKLAHOMA'	OKLAHOMA REDBUD	3"		6'	20"	1	SPECIMEN	20	YES	YES	75% NATIVE
CORN	CORNUS FLORIDA	FLOWERING DOGWOOD	3"		6'	20"	1	SPECIMEN	10	YES	YES	
QUER N	QUERCUS NUTTALLI	NUTTALL OAK	4"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	2	YES	YES	
QUER O	QUERCUS LYRATA 'HIGHBEAM'	'HIGHBEAM' OVERCUP OAK	4"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	3	YES	YES	
QUER P	QUERCUS PHELLOS	WILLOW OAK	4"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	6	YES	YES	
QUER S	QUERCUS SHUMARDII	SHUMARD OAK	4"	6'	12'-14'	32"	1	MATCHING, SPECIMEN	2	YES	YES	100% DROUGHT TOLERANT
LAGE N	LAGERSTROEMIA 'NATCHEZ'	NATCHEZ CRAPEMYRTLE	3"	6'	8'-10'	24"	3 MIN	MATCHING, SPECIMEN	2		YES	
												SHRUBS
ABEL	ABELIA X GRANDIFLORA 'ROSE CREEK'	'ROSE CREEK' ABELIA		18"	18"	3 GAL.	3-5	PLANT 3' O.C.	74		YES	52 % NATIVE SHRUBS
ILEX V	ILEX VOMITORIA NANA	DWARF YAUPON HOLLY		18"	18"	3 GAL.	3-5	PLANT 3' O.C.	74	YES	YES	
LORO	LOROPETALUM CHINENSE 'ZHUSHOU'	ZHUSHOU LOROPETALUM		24"	24"	3 GAL.	3-5	PLANT 5' O.C.	17		YES	
SCHIZ B	SCHIZACHYRIUM S. 'THE BLUES'	BLUE LITTLE BLUESTEM		18"	18"	3 GAL.		PLANT 3' O.C.	43	YES	YES	100% DROUGHT TOLERANT
OSMA	OSMANTHUS FRAGRANS	FRAGRANT TEA OLIVE		24"	24"	3 GAL.	3-5	PLANT 4' O.C.	2		YES	
TRAC C ESP	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE ESPALIER				6 GAL	5-7	TRAIN TO WALL	17		YES	GROUNDCOVERS
LIRI B	LIRIOPE MUSCARI 'BIG BLUE'	'BIG BLUE' LIRIOPE				PINT		PLANT 12" O.C.	583		YES	
SOD	EREMOCHLOA OPHIOIDES	CENTIPEDE GRASS						WELL ROOTED				

NOTE: PROPOSED PLANTING REQUIRES INSTALLATION OF MECHANICAL IRRIGATION SYSTEM.

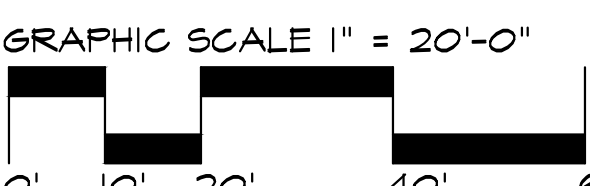
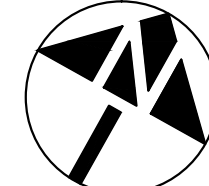


GENERAL NOTES

- EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT THE SITE. STAKE-OUT BY THE CONTRACTOR AND ADJUSTMENT BY THE LANDSCAPE ARCHITECT IS ABSOLUTELY NECESSARY.
- LOCATIONS OF THOSE UTILITIES SHOWN ARE APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE FAILURE TO DO SO. CONTACT PALMETTO UTILITY PROTECTION SERVICE AT 1-888-121-1811 AT LEAST 12 HOURS PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR SHALL INFORM LANDSCAPE ARCHITECT IF PROPOSED DESIGN IS IN CONFLICT WITH EXISTING OR PROPOSED UTILITIES. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION TO ADJUST PROPOSED DESIGN OR UTILITIES AS NECESSARY TO RESOLVE CONFLICTS.
- BASE PLAN DATA DERIVED FROM SITE SURVEY. PROVIDED BY _____ DATED _____

LEGEND

KEY	DESCRIPTION
	LIGHT POST
	40' RADIUS TREE SHADE IN PARKING AREAS
	PLANT KEY



Revisions	
Date	11.02.2022
Enrollment Permit	1
Add street lights	2

BENTON CROSSING APARTMENTS
Planting Plan, Plant List

GRIMBALL
& ASSOCIATES
COTTERILL

LANDSCAPE ARCHITECTS & LAND PLANNERS
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Checked by:	TMC
Date:	10.06.2022
Drawing No.	L.2
Sheet No.	2 OF 3



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-100 - Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Harden Street (S-S-10), Blossom Street (US-21) and associated intersections for the Safety Improvements (RSA Implementation S-10 / US-21); Projects P039718 and P038027

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-100 - Resolution for Harden St Blossom St. Auth Construction (PDF)
- **#b:** HardenStreet Project (PDF)
- **#c:** 5 Points Association Letter to SCDOT (PDF)
- **#d:** SCDOT Response Letter to 5 Points Association (PDF)

RESOLUTION NO.: 2022-100

Authorizing the Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Harden Street (S-S-10), Blossom Street (US-21) and associated intersections for the Safety Improvements (RSA Implementation S-10 / US-21); Projects P039718 and P038027.

WHEREAS, the South Carolina Department of Transportation ("SCDOT") proposes to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System referenced above which are located within the corporate limits of the City of Columbia (hereinafter, "the City"); and

WHEREAS, the City wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with the scope of work prepared by SCDOT ("the scope of work"); NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this __ day of ____, 2022 that, pursuant to S.C. Code §57-5-820 (1976, as amended), the City does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with the scope of work.

BE IT FURTHER RESOLVED, that the foregoing consent represents the sole approval necessary from the City for SCDOT to complete the project and constitutes a waiver of any and all other requirements with regard to construction within the City's limits. The foregoing waiver and consent shall extend to the benefit of utility companies engaged in relocating utility lines on account of the project. Further, the City shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the City will assist SCDOT in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated under the plans, provided to the City after approval by SCDOT, in accordance with all applicable laws and Agreements between the Parties hereto. To the extent that City-owned utilities are to be relocated in accordance with the project plans, those utility pipes, lines, or hydrants may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT's project manager. SCDOT shall not be liable for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the City or its contractors. Future utility installations by the City within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way", March 2019, as revised.

BE IT FURTHER RESOLVED, that the City hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the South Carolina Department of Transportation as required in S.C. Code §56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

BE IT FURTHER RESOLVED that an original of this Resolution will be filed with the South Carolina Department of Transportation at Columbia.

LEGAL DEPARTMENT DRAFT

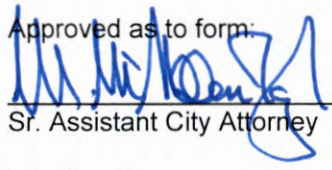
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:



Sr. Assistant City Attorney

Introduced:
Final Reading:

Last Revised: 12/6/2022
22014962

Mayor

Attest:

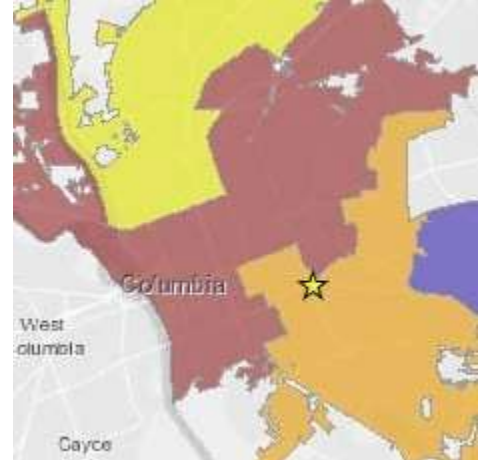
City Clerk

LEGAL DEPARTMENT DRAFT

SCDOT Municipal Agreement for Safety Improvement Projects

Project Description:

The Municipal Agreement encompasses two SCDOT Safety Improvement projects. The US 21 (Blossom Street) project extends along US 21 from the intersection of Williams Street and Blossom Street to the intersection of Devine Street and Chatham Avenue. The project includes resurfacing and ADA improvements at intersections within the corridor. The S-10 (Harden Street) project includes new 2' high brick planters within the medians from Blossom to Greene Street with mid-block pedestrian crossings. A road diet narrowing the road cross section from a four lane section to a two lane section with bike lanes along Harden from Blossom Street to Devine Street is proposed.



Objectives:

Provide ADA accessibility along corridor and improve pedestrian safety in Five Points.

Project Type:

Safety Improvement

Council District:

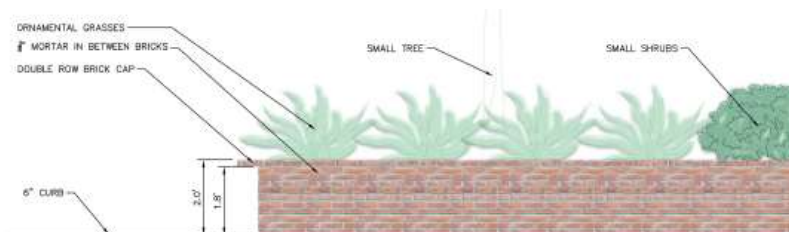
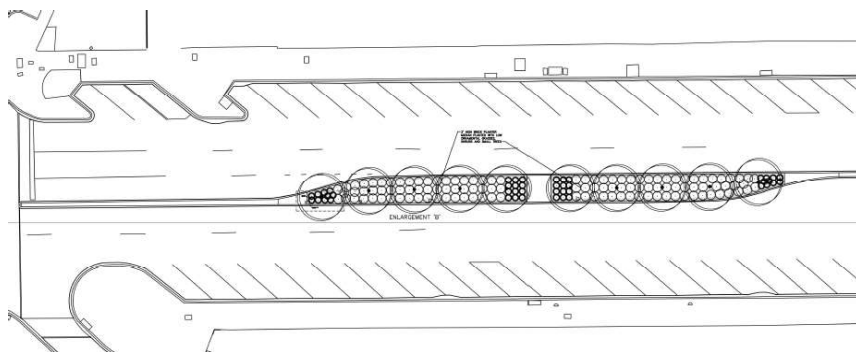
2 and 3

Project Funding:

Funding will be provided by SCDOT.

Council Request:

City Council is asked to approve the SCDOT municipal agreement allowing the project to be constructed within City limits as required by S.C. Code Ann, 57-5-820 (1991). Construction bid letting is expected in Spring 2023. Multiple stakeholder meetings have been held concerning the proposed improvements with SCDOT, City of Columbia, Five Points Association, Coalition of Five Points Neighborhoods, State of South Carolina Representatives, Palmetto Cycling Coalition, FHWA, and the University of South Carolina. SCDOT has indicated the stakeholders have agreed to the current design.



MEDIAN TREATMENT ENLARGEMENT A







April 8, 2022

Mr. Rob Perry
SCDOT
955 Park Street
Columbia, SC 29201

Dear Mr. Perry:

We are writing to express and clarify our interests in the SCDOT safety improvement project by outlining which of the proposed features will inhibit growth and prosperity in the Five Points business district and which will ameliorate its progress. Thank you for taking the time to hear the position of the businesses and association board members of the Five Points District.

The historic village of Five Points, in the heart of Columbia, is an eclectic mix of unique, mostly local retail shops, restaurants and bars, that has been a gathering spot for all ages for over one hundred years. Five Points should be a pedestrian-friendly and pedestrian-oriented neighborhood where customers and visitors can safely park with ease and walk to their destinations.

To continue to improve upon the inviting character of Five Points that encourages an attractive pedestrian-oriented village, we would like any street improvement plans to:

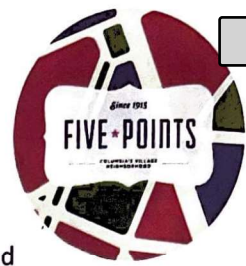
1. Slow traffic for pedestrian safety
2. Make it easy and safe for walking visitors to cross streets to visit businesses on either side of a street
3. Improve the appearance of the area

With this general guidance in mind, we make these particular recommendations:

A. 600 Block of Harden (between Devine and Blossom)

We Are in Support of:

- One-third division for crosswalks
 - Crosswalks having differentiated textures and colors (i.e. cobblestones at crosswalks in lieu of striping)
 - Crosswalks that fit the character of the neighborhood
- A road diet to slow traffic
- To keep existing parking except where necessary for new crosswalks or necessary bump outs related to the road diet
- To duplicate Saluda Avenue's complete streets model
- A skeleton plan for beautification at a later date
 - Example includes:
 - Appropriate median plantings which could help act as a barrier
- Discussed models to propose:
 - Install commercial parking blocks (tire stops) in existing parking spaces four feet in to create increased sidewalk space and monitor ease of use for a test period of "X" months



What We Oppose:

- A fence or other behavioral barriers other than natural plantings
- A loss of parking other than for crosswalk additions or necessary bump outs related to the road diet
- An unnecessary loss of trees

B. 700 Block of Harden (between Devine and Greene)

We Are in Support of:

- Right-of-way crosswalks
- One-third division crosswalks or a mid-street crosswalk which can be accomplished by losing one or two parking spots on the east side of Harden Street
- We would prefer two crosswalks but will take one

What We Oppose:

- A fence or other behavioral barriers other than natural plantings
- A loss of parking other than for crosswalk additions or necessary bump outs related to the road diet
- An unnecessary loss of trees

C. 800 Block of Harden (between Greene and College)

We Are in Support of:

- Right-of-way crosswalks
- One-third division crosswalks or a mid-street crosswalk which can be accomplished by losing one or two parking spots on Harden
- Leaving a gap in the median for left-turn parking for Pawleys Front Porch and Tripp's Fine Cleaners
 - The entries for both properties are one-way only, so it needs accessibility from both directions
- One crosswalk established directly across from our new pedestrian alleyway which connects the City's Pavillion Street Parking Lot

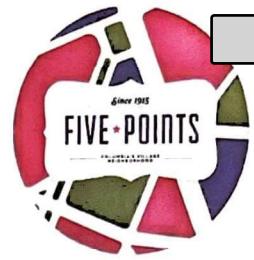
What We Oppose:

- A fence or other behavioral barriers other than natural plantings
- A loss of parking other than for crosswalk additions or necessary bump outs related to the road diet
- An unnecessary loss of trees

D. Devine Street (between Saluda and Harden)

We Are in Support of:

- A road diet
- Bike lane (not currently shown on plan??)
- One-third division for crosswalks or a mid-street crosswalk with signage and clearly defined crosswalk paint
 - No hawk lights
 - We would like to reference USC's wayfinding methodology at Longstreet



Theatre at Greene and Sumter Streets

- Increased sidewalk widths on **both north and south sides**
- Increased pedestrian access
- A skeleton plan for beautification at a later date
- Further review and clarification as to how the two eastbound lanes will function in relation to the sidewalk given how they are currently shown on the plan

What We Oppose:

- A fence or other behavioral barriers other than natural plantings
- A raised middle median
- A loss of parking other than for crosswalk additions or necessary bump outs related to the road diet

E. Other

- Further discussion on audible signals
 - Five Points is known for its sidewalk cafe dining. We want to further encourage daytime sidewalk usage. Proposed audible signals by SCDOT, if not done correctly, will have a negative impact on our hospitality patrons with sidewalk dining.

We welcome a meeting to discuss these points, so that we can review this project with the merchants that will be affected. Please feel free to contact us if you have any additional questions.

On Behalf of the Five Points Association Board of Directors,

Steve Cook
Five Points Association President
803.447.1733
steve@saludas.com

cc: Rick Reiff, Kimley-Horn and Associates, Inc.



April 26, 2022

Mr. Steve Cook – Five Points Association President
232 Congaree Avenue
Columbia, SC 29205

RE: SCDOT Safety Project for Harden and Devine Street.

Dear Mr. Cook:

Thank you for your recent letter concerning the SCDOT Safety project along Harden and Devine Streets. As background information, this location was selected for improvement through the federal Highway Safety Improvement Program (HSIP). This program uses a data-driven strategic approach to identify locations throughout the state with high crash rates or patterns and implements safety enhancements through infrastructure-related improvements.

The HSIP project selection requires an engineering study that includes an analysis of the crash data, an assessment of field conditions, and an evaluation of the effectiveness of all potential countermeasures to ensure maximum safety benefit is obtained for the amount of funds invested. As part of this evaluation process, a Road Safety Assessment (RSA) was performed at Harden and Devine Streets. The RSA was performed by a multidisciplinary team to identify potential motorized and non-motorized safety improvements.

SCDOT recognizes that coordination between local municipalities and businesses is a crucial step in the development of this project. Careful consideration of all aspects of the current safety needs along with recommendations from the Five Points Association were evaluated. SCDOT has provided responses below to the association's requests, and our staff stands ready to discuss items that we've been asked to include, but for some reason cannot include in this Project. We look forward to working with the Five Points Association as we progress in an effort to stay on schedule to meet the 2023 construction date and improve pedestrian safety at these locations

Sincerely,

Rob Perry, P.E.
Director of Traffic Engineering

SES:lss

File: TE/SES

cc: Duncan Smith, P.E., State Safety Engineering, SCDOT
Clint Shealy, P.E., Assistant City Manager, City of Columbia



A. 600 Block of Harden (between Devine and Blossom)

We Are in Support of:

- One-third division for crosswalks

Response: Due to proximity of turning lanes, only one mid-block crossing is feasible

- Crosswalks having differentiated textures and colors (i.e. cobblestones at crosswalks in lieu of striping)
- Crosswalks that fit the character of the neighborhood

Response: As part of this Road Diet project, SCDOT will install ladder-style crosswalks. Decorative, stamped crosswalks are allowed but will be the responsibility of the City of Columbia to pay the cost difference and maintain (and can be included in the municipal agreement).

- A road diet to slow traffic

Response: We are in agreement on this point.

- To keep existing parking except where necessary for new crosswalks or necessary bump outs related to the road diet

Response: It is understood that the Five Points Association prefers the "Parking Option" from the typical section handouts.

- To duplicate Saluda Avenue's complete streets model

Response: As discussed in the March 2nd coordination meeting, Harden Street and Saluda Street are two different functional classes of roadways, with Harden Street accommodating 20,000 vehicles per day and Saluda Street accommodating 1,100 vehicles per day.

- A skeleton plan for beautification at a later date

- Example includes:

- Appropriate median plantings which could help act as a barrier

Response: The addition of median plantings is related to the median planting options and is proposed to be included in the Road Diet project.

- Discussed models to propose:

- Install commercial parking blocks (tire stops) in existing parking spaces four feet in to create increased sidewalk space and monitor ease of use for a test period of "X" months

Response: This concept would necessitate the removal of the bike lane and coordination with the City of Columbia.

What We Oppose:

- A fence or other behavioral barriers other than natural plantings

Response: It is understood that the Five Points Association does not approve of the "Fence" option for the landscape median areas and prefers the "Raised Planter Box" options. No fencing will be installed as part of this project.

- A loss of parking other than for crosswalk additions or necessary bump outs related to the road diet



Response: It is understood that the Five Points Association prefers the “Parking Option” from the typical section handouts.

- An unnecessary loss of trees

Response: Any necessary tree replacement will be conducted in coordination with the City of Columbia’s Arborist a part of the overall landscaping plan.

B. 700 Block of Harden (between Devine and Greene)

We Are in Support of:

- Right-of-way crosswalks

Response: Enhanced crosswalks are proposed at the signalized intersections.

- One-third division crosswalks or a mid-street crosswalk which can be accomplished by losing one or two parking spots on the east side of Harden Street

Response: Due to turn lane configuration and driveway spacing, a mid-block crossing is not feasible in the 700 Block

- We would prefer two crosswalks but will take one

Response: Due to turn lane configuration and driveway spacing, a mid-block crossing is not feasible in the 700 Block

What We Oppose:

- A fence or other behavioral barriers other than natural plantings
- A loss of parking other than for crosswalk additions or necessary bump outs related to the road diet
- An unnecessary loss of trees

Response: Please see the responses to the What We Oppose comments for the 600 Block of Harden Street.

C. 800 Block of Harden (between Greene and College)

We Are in Support of:

- Right-of-way crosswalks

Response: Enhanced crosswalks are proposed at the signalized intersections and one mid-block crosswalk, with RRFB flashers, is proposed for the 800 block of Harden Street where the median pavers currently exist.

- One-third division crosswalks or a mid-street crosswalk which can be accomplished by losing one or two parking spots on Harden

Response: One mid-block crosswalk, with RRFB flashers, is proposed for the 800 block of Harden Street where the median pavers currently exist.

- Leaving a gap in the median for left-turn parking for Pawleys Front Porch and Tripp's Fine Cleaners

- The entries for both properties are one-way only, so it needs accessibility from both directions



Response: Proposed median for this section will be removed and existing access will remain

- One crosswalk established directly across from our new pedestrian alleyway which connects the City's Pavilion Street Parking Lot

Response: We agree with this location.

What We Oppose:

- A fence or other behavioral barriers other than natural plantings
- A loss of parking other than for crosswalk additions or necessary bump outs related to the road diet
- An unnecessary loss of trees

Response: Please see the responses to the What We Oppose comments for the 600 Block of Harden Street.

D. Devine Street (between Saluda and Harden)

We Are in Support of:

- A road diet

Response: We are in agreement on this point.

- Bike lane (not currently shown on plan??)

Response: Bike lanes are not included on the proposed improvements for Devine Street between Saluda Avenue and Harden Street due to available space.

- One-third division for crosswalks or a mid-street crosswalk with signage and clearly defined crosswalk paint
 - No hawk lights
 - We would like to reference USC's wayfinding methodology at Longstreet Theatre at Greene and Sumter Streets

Response: Enhanced crosswalks are proposed at the signalized intersections with no mid-block crosswalks in this block of Devine Street. Additional wayfinding signage is not part of the scope of this project.

- Increased sidewalk widths on both north and south sides

Response: It is understood that the Five Points Association prefers the "Parking Option" from the typical section handouts, which does not include any increased sidewalk widths.

The "Additional Sidewalk/Pedestrian Zone" option from the handouts would allow for the existing sidewalk on the north side of Devine Street to be widened and a pedestrian zone on the south side of Devine Street with the removal of parking on the south side of the roadway. Increased sidewalks on the south side of Devine Street are not possible due to drainage issues.

- Increased pedestrian access

Response: It is understood that the Five Points Association prefers the "Parking Option" from the typical section handouts. This option would not change the existing sidewalks along Devine Street.



- A skeleton plan for beautification at a later date
Response: It is understood that the Five Points Association prefers the "Parking Option" from the typical section handouts. This option would not change the existing sidewalks and planted strips; therefore, a beautification plan would not be part of the Road Diet project.
- Further review and clarification as to how the two eastbound lanes will function in relation to the sidewalk given how they are currently shown on the plan
Response: With the Road Diet project, the two eastbound lanes consist of one dedicated left-turn lane and one through/right-turn lane approaching the signalized Harden Street intersection.

What We Oppose:

- A fence or other behavioral barriers other than natural plantings
Response: A fence or barrier is not proposed for Devine Street between Saluda Avenue and Harden Street.
- A raised middle median
Response: A raised median is not proposed for Devine Street between Saluda Avenue and Harden Street.
- A loss of parking other than for crosswalk additions or necessary bump outs related to the road diet
Response: It is understood that the Five Points Association prefers the "Parking Option" from the typical section handouts, which does not include a loss of parking other than that related to the road diet improvements.

E. Other

- Further discussion on audible signals
 - Five Points is known for its sidewalk cafe dining. We want to further encourage daytime sidewalk usage. Proposed audible signals by SCDOT, if not done correctly, will have a negative impact on our hospitality patrons with sidewalk dining.
Response: The proposed audible signals will be calibrated by the City of Columbia to ensure that they do not have a negative impact on area businesses.





We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-101 - Providing funds to CEZ, Inc. for support of Market Place Project

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-101 - market place at congaree pointe (PDF)
- **#b:** Market Place Agreement (PDF)

RESOLUTION NO.: R-2022-101*Providing funds to CEZ, Inc. for support of Market Place Project*

WHEREAS, the State of South Carolina allocated Four Million and No/100 (\$4,000,000.00) Dollars to the City of Columbia to improve Bluff Rd / Atlas Rd area, and;

WHEREAS, the funds are to be used to help develop a Quality of Life and Quality of Place Project that provides access to fresh food / health care / entrepreneurship development / socialization, and;

WHEREAS, the CEZ, Inc. was established in 2008 and has assisted in the development of programs and projects in workforce development, small business development, business retention and expansion and affordable housing in all areas of Columbia, and;

WHEREAS, CEZ, Inc. supports the City's Compass Plan that envisions "basic commercial amenity that promote community livability and target areas lacking these amenities with City programs," and;

WHEREAS, CEZ, Inc. has identified a 8.83 acre parcel of land located on Bluff Road Corridor and CEZ, Inc. has confirmed the property is suitable for the Market Place Project ("Market Place Project"), and;

WHEREAS, the City supports CEZ, Inc. in proceeding to develop plans for the Market Place Project wherein the City will allocate funds received from the State of South Carolina for the Market Place Project to CEZ, Inc. for property acquisition and project activities for the portion of the project funded via the state allocation, NOW THEREFORE;

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, this _____ day of _____, 2022 that the City Manager is hereby authorized to execute the attached Subrecipient Agreement, or on a form approved by the City Attorney between the City and CEZ, Inc., that commits the City to provide CEZ, Inc. the funds allocated by the State of South Carolina for the Market Place Project which shall be used for property acquisition and project development activities.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

**SUBRECIPIENT AGREEMENT BETWEEN
City of Columbia
AND
CEZ, Inc.**

This Agreement is entered this _____ day of _____, 2022 by and between the City of Columbia (herein called the "Grantee") and CEZ, Inc. (herein called the "Subrecipient" or "CEZ, Inc.") and provides the following:

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds received by the Grantee from the State of South Carolina ("Grantor") for the Market Place at Congaree Pointe ("Market Place Project") consistent with the purpose stated in the funding source materials to help develop a retail project in south Columbia to help address multiple challenges in the community and bring increased economic and societal rewards to the area; and,

WHEREAS, the funds are to be used to help develop a Quality of Life and Quality of Place Project that provides access to fresh food / health care / entrepreneurship development / socialization, and;

WHEREAS, CEZ, Inc., a non-profit organization whose mission is to initiate, develop, and maintain projects and programs in economically distressed or blighted areas that require the attraction and utilization of both public and private investment capital;

WHEREAS, the fostering of sustainable business, government, and community alliances to help lessen burdens of Government, reduce physical and economic blight, and combat community deterioration by fostering business attraction, retention and expansion in areas in need of permanent job opportunities, workforce advancement, and general growth opportunities;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

- A. Activities. The Subrecipient will be responsible for administering the Market Place Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.
 - 1. Market Place Project Delivery Activities

- a. Activity #1 - CEZ, Inc., has identified an initial 8.83 acre parcel of land located on Bluff Road Corridor (Exhibit A), and; has confirmed the property is suitable for the Market Place development; and,
- b. Activity #2 - CEZ, Inc., has confirmed the initial property acquisition cost is supported by an appraised value for the parcel, and if additional land purchase opportunities become available they will be supported by appraisals; and,
- c. Activity #3 - the City intends to provide the funds needed for acquisition utilizing the funds being provided by the State of South Carolina, and CEZ, Inc. will work with the property owner(s) to proceed with the property transaction upon the City committing the property acquisition costs; and,
- d. Activity #4 - the funds allocated pursuant to this agreement shall be supported by invoices received from CEZ Inc. for project development activities to reflect those items listed on the forms submitted to the State of South Carolina as reflected in Exhibit B; and,
- e. Activity #5 - CEZ, Inc., will maintain records necessary to comply with the State of South Carolina's reporting requirements associated with the allocation of funds and will prepare said reports and submit to the City of Columbia for purposes of the same being submitted to the State, and will make all files associated with this project available to the City and State for audit upon request; and,

B. Implementation Schedule. Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/PROGRAM GOAL	DATE
- Property Acquisition - Master Planning Site - Construction of Initial elements of Community Retail multi-use Market Place	June 30, 2023 June 2025 June 2026

D. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein to ensure that funding is used for authorized purposes in compliance with State laws, regulations, and the provisions of any grant agreements. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within ten (10) days after being notified by the Grantee, contract termination may begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the effective date of this agreement which shall be the date of the last signature and end on the 30th day June, 2026, unless otherwise extended by written agreement signed by both parties.

III. BUDGET

- A. It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Four Million and No/100 (\$4,000,000.00) Dollars, or so much of that as has been received by the Grantee from the State of South Carolina for the Market Place Project. Subrecipient acknowledges that under no circumstances shall the City be committed to provide funds in excess of those funds received from the State.
- B. CEZ, Inc. intends to seek additional grant funding and other outside contributions for the build-out of the full Project concept.
- C. If CEZ, Inc., is not successful in proceeding with the proposed Project and sells the property acquired with these funds, any funds received from the sale of the acquired property shall be returned to the Grantee up to the amount received pursuant to this Agreement.

V. NOTICES

Communication and details concerning this agreement shall be directed to the following contract representatives:

Grantee:	Subrecipient:
City Manager City of Columbia P.O. Box 147 Columbia, SC 29201 Tel: 803-545-3480 Fax: 803-401-8800	Russell McCoy, Chairperson CEZ, Inc. P O Box 141, Columbia SC, 29202 Tel: 803-331-8791 Fax:

Finance Director City of Columbia 1136 Washington Square Suite, 4 th fl Columbia, SC 29201 Tel: 803-545-3406 Fax:803-255-8957	CEZ, Inc. Director Felicia Maloney 3200 Grand Street Columbia, SC 29203 Tel:803-748-0964 Fax:803-748-1389
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VI. GENERAL CONDITIONS

A. General Compliance.

1. The Subrecipient agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.
2. The Subrecipient agrees to utilize Project funds available under this Agreement to carry out or cause the completion of activities stated in Section I.

B. "Independent Contractor". Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance for employees of the Subrecipient who are not employees of the Grantee as well.

C. Hold Harmless. The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Utilization of Funds. If the Subrecipient fails to comply with the terms of this Agreement the Grantee can terminate this contract with a 30-day notice. See Section J. Suspension or Termination.

E. Acquisition.

1. Subrecipient shall (1) complete an environmental review inspection; and (2) conduct market appraisals before completing any property acquisitions.
2. A request for advance payment must be made immediately after these two activities are completed.
3. Closing *shall not* take place until Grantee is notified that the site specific environmental review is completed.
4. All closing documents and recorded Deeds that reflect expenditures must be provided to the Grantee immediately or not more than 30 days after closing. The Subrecipient must maintain those documents in the Subrecipient's permanent record.

F. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees, if any, involved in the performance of this contract if required by the Workers' Compensation Act.

G. Insurance. The Subrecipient shall carry sufficient insurance coverage to protect assets from undue physical damage and require appropriate insurance of consultants, contractors and subcontractors for any work being performed.

H. Grantor Recognition. The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this contract.

I. Amendments. The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

J. Suspension or Termination. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation, as may be determined in the sole discretion of the Grantee, for any satisfactory work completed on such documents or materials prior to termination. The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is reason to believe, in the Grantee's sole discretion, the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds due to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written above.

GRANTEE

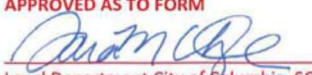
City of Columbia

By: _____
Teresa Wilson, City Manager

SUBRECIPIENT

CEZ, Inc.

By: _____
Russell McCoy

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/3/2023



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-002 - Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and ImaGen, Inc. for the lease of 335 Richland Street, Richland County TMS# 09006-07-02 for the development of a Columbia Hydrogen Fueling Station and Center for Transportation and the Environment

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-002 - Authorizing Lease Agreement with ImaGen (PDF)
- **#b:** Lease Agreement with ImaGEN 122022 (PDF)
- **#c:** Final Exhibit Description of Services (PDF)

RESOLUTION NO.: R-2023-002

*Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and
ImaGen, Inc. for the lease of 335 Richland Street,
Richland County TMS# 09006-07-02 for the development of a Columbia Hydrogen Fueling Station and
Center for Transportation and the Environment*

BE IT RESOLVED by the Mayor and City Council this _____ day of _____,
2023, that the City Manager is hereby authorized to execute the attached Lease Agreement and any
documents necessary and approved by the City Attorney, between the City of Columbia and ImaGEN,
Inc. for the lease of 335 Richland Street, Richland County TMS #09006-07-02 for the development of a
Columbia Hydrogen Fueling Station and Center for Transportation and the Environment.

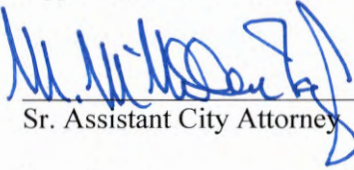
Requested by:

Ryan Coleman, Director of
Economic Development

Approved by:

City Manager

Approved as to form:



Sr. Assistant City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “*Lease*”) is made, dated and effective as of November __, 2022, by and between ImaGEN Inc., a Delaware corporation (the “Lessee”), and the City of Columbia, a municipal corporation of the State of South Carolina (“Lessor”); and Lessor and Lessee (together, the “Parties” and each a “Party”).

WITNESSETH:

WHEREAS, Lessor is the owner of the Property in fee simple absolute as further described hereunder; and

WHEREAS, Lessor and Lessee entered into that certain Letter of Intent (the “LOI”) dated as of August 26, 2022; and

WHEREAS, the LOI envisions the development of a Columbia Hydrogen Fueling Station and Center for Transportation and the Environment (the “CTE”) to promote and showcase South Carolina’s forward-thinking alternative energy program in support of the federal government’s clean fuel initiative; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby warrant, covenant, and agree as follows:

1. Lease. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, Lessor hereby leases to Lessee and its successors and assigns, and Lessee hereby leases from Lessor, that certain real property located at 335 Richland Street, Columbia, South Carolina 29201, and further identified as Tax Map Number 09006-07-02, along with appurtenant structures and equipment constructed or installed by the Lessor for the purpose of Hydrogen Operations (the “Property”) according to the terms and conditions of this Lease.

2. Purpose of Lease. Lessee shall have exclusive possession of the Property for the installation and operation of a hydrogen fueling system and hydrogen fueling station, and for related and incidental purposes and activities (collectively, “Hydrogen Operations”), to be conducted in such locations on the Property as Lessee may determine pursuant to the terms hereof, and whether accomplished by Lessee or a third party authorized by Lessee, which include, without limitation:

2.1 Providing and installing a state-of-the-art Tru-H2™ hydrogen generation system and electrolyser and piping it to an existing compressor and storage tubes in anticipation of a fully functional hydrogen demonstration, hydrogen storage, and an active refueling station.

2.2 Lessee shall not do or permit anything to be done in or about the Property nor bring to or keep anything in or on the Property that is not in accordance with the Statement of Work ("SOW"), attached as Exhibit A to this Agreement, the LOI, and this Lease; nor shall Lessee do or permit anything to be done in or about the Property nor bring to or keep anything in or on the Property that in any way interferes with any easements on the Property, including the Lessor's reservation of an easement for a water line extension recorded at book number 1515 page number 191 at the Richland County Register of Deeds.

2.3 Prior to the Delivery Date as established in Section 3.1 below, Lessor, at its sole cost and expense, shall: 1) clear the Property of any debris and overgrown vegetation; 2) inspect or cause the inspection of the Property and existing structures to determine compliance with safe occupancy requirements under the City's building and/or property maintenance codes; and 3) to the extent reasonably possible, provide Lessee with all technical documents in the possession of the City supporting the existing capital equipment on the site.

2.4 Upon the Lessor's completion of its obligation under Section 2.3 herein, Lessee expressly understands, acknowledges and agrees that the delivery and lease of the Property, including structures and equipment located on the Property, shall be made by Lessor to Lessee on an "as is, where is" basis, and "with all faults." Lessee specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning: (a) the Property's topography, soil or geology, or the suitability thereof, for any and all activities and uses which Lessee may elect to conduct thereon, or any improvements Lessee may elect to construct thereon, or any income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; and (b) the absence of any hazardous substances on, in or under the Property or on, in or under any land adjacent to or abutting the Property.

2.5 Lessor retains all ownership interests in the Property, including all fixtures, structures, equipment, infrastructure, appurtenances and personal property ("Assets") existing on or in the Property prior to the Commencement Date.

3. Term. The term of this Lease shall be as follows:

3.1 Commercial Term. Subject to and upon the conditions set forth herein, the term of this Lease shall commence upon the Commencement Date and shall end five (5) years thereafter (the "Expiration Date"), unless sooner terminated or renewed or extended as may be hereinafter provided (such term, taking into account such sooner termination or renewal or extension, is hereinafter referred to as the "Commercial Term").

3.2 Commencement Date. This Lease shall commence on _____ (the "Commencement Date"). Lessor shall use commercially reasonable efforts to cause delivery of the Property to occur by _____ ("Delivery Date"). Promptly following the Commencement Date, Lessor and Lessee shall

enter into a letter agreement confirming the Commencement Date and the Expiration Date, and acknowledging Lessee's acceptance of delivery of the Property. The letter agreement shall be executed and returned to Lessor promptly within five (5) days following Lessee's receipt from Lessor thereof.

3.3 Holding Over. If Lessee remains in possession of the Property after expiration or termination of the Commercial Term, such holdover by Lessee shall be deemed to be on a month-to-month lease terminable by either party upon thirty (30) days prior written notice.

4. **Payments.**

4.1 Commercial Term Rent. During the Commercial Term, Lessee shall pay to Lessor an annual rental amount (the "Rent") equal to one dollar and 00/100 (\$1.00).

4.2 Payment of Rent. All payments of Rent may be made by check deposited in the United States mail, first-class postage prepaid, addressed to Lessor at Lessor's address for notice purposes set forth in Section 9.1, unless otherwise agreed by the Parties.

4.3 No Representation Regarding Hydrogen Operations. Lessor acknowledges that Lessee has made no representation or warranty as to the likelihood of success for those Hydrogen Operations that will be constructed on the Property, or, if constructed, that it will not be removed from the Property. Further, nothing expressly stated or implied in this Lease or indicated to Lessor shall be construed as requiring Lessee to (i) undertake construction, installation or operation of any Hydrogen Operations on the Property or (ii) cause such Hydrogen Operations to remain on the Property; and the decision whether and to what extent to construct or remove the Hydrogen Operations shall be solely in Lessee's discretion pursuant to the terms and conditions herein.

5. **Covenants by Lessee.**

5.1 Insurance. Lessee shall obtain, and thereafter keep in force during the term of this Lease, (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Property, with limits in the amount of One Million Dollars (\$1,000,000) per occurrence and in the aggregate, (b) an umbrella or excess liability policy in the amount of Four Million Dollars (\$4,000,000), (c) workers' compensation insurance covering Lessee and its employees for all costs, statutory benefits and liabilities under state Workers' Compensation and Employer's Liability Insurance with limits of Five Hundred Thousand Dollars (\$500,000) per accident or disease, and (d) "All-Risk" property insurance insuring the full replacement cost of value and with no co-insurance covering all personal property and improvements owned by Lessee or leased by Lessee under the terms of this Lease. Lessee shall cause Lessor to be named as an additional insured to all of the insurance policies required, where appropriate, and provide that Lessor shall be given a minimum of thirty (30) days'

written notice by any such insurance company prior to the cancellation, termination or alteration of the terms or limits of such coverage. Lessee shall deliver to the Lessor certificates and evidence of appropriate policy endorsements of the foregoing insurance coverages, and evidence of all renewals or replacements of same not less than thirty (30) days prior to the expiration date of such policies. All such policies may be maintained under a blanket insurance policy of Lessee.

5.2 Lessee's Obligation to Comply with Law. Lessee shall comply in all material respects with all laws, statutes, ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority that are applicable to Lessee's Hydrogen Operations on the Property ("Law" or "Laws"). Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or applicability of any such Law.

5.3 Removals, Alterations and Additions. Excluding all repairs, non-structural improvements, and installations necessary for the Hydrogen Operations and any alterations or additions solely related to or consisting of Lessee's property, Lessee shall not remove or move any structure, equipment, infrastructure, appurtenances and personal property of the Lessor, nor make any structural alterations or additions to any part of the Property or which affect the exterior of the improvements on the Property, without prior written consent of the Lessor, whose consent shall not be unreasonably delayed or withheld. All such alterations and additions to the Property shall be made in accordance with all applicable laws and shall remain for the benefit of Lessor except for Lessee's Property as provided for in Section 7.2.

5.4 Statement of Work. Lessee shall perform the work described in the attached SOW applicable to Lessee, attached to this Lease as Exhibit A.

5.5 Indemnification. Lessee shall indemnify and hold harmless Lessor from and against any and all claims, judgments, damages, costs, attorney's fees, expenses, and liabilities arising from Lessee's use of the Property, including personal injury and premises liability. Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel satisfactory to Lessor.

6. **Lessor's Representations and Warranties.** Lessor represents and warrants that, as of the effective date:

6.1 Good Title. Lessor has good title to the Property and premises in fee simple absolute, it has full right, authority and financing to make this Lease and to perform as required under this Lease, and this Lease does not conflict, in any material with any other agreement to which Lessor is bound.

6.2 Lawful Use. The Property is zoned to allow Lessee to use the Property as a matter of right for general office, design, engineering, and testing purposes. Lessee's use of the Property shall not be prevented or materially impaired by any current zoning, building, health, safety, environmental or other governmental law

or regulation, or by any restriction, covenant, lease, or agreement entered into, whether of record or not.

7. Covenants By Lessor.

7.1 Permitting. Lessor shall locate and transfer to Lessee any existing permits and other regulatory approvals that are in effect and required to operate hydrogen fueling. Lessor authorizes Lessee to process and obtain any permits, entitlements, approvals, licenses, variances or other rights (including any zoning change, conditional use permit and tax-incentive or tax-abatement program approval) from any governmental authority or other Person in connection with the Hydrogen Operations (each, an “Approval”).

7.2 Statement of Work. Lessor shall perform the work described in the attached SOW applicable to Lessor, attached to this Lease as Exhibit A.

7.3 Ownership of Hydrogen Operations. Lessor acknowledges and agrees that (i) any materials, personal property, inventory, trade fixtures, and removable equipment and fixtures that Lessee uses to construct, install, develop and maintain the Hydrogen Operations on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures of the Property, and (ii) Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any property and/or materials used in the Hydrogen Operations that is constructed, developed, and/or installed on the Property by Lessee under the terms of this Lease, or in any profits or income derived therefrom.

8. Default and Remedies.

8.1 Default. If a Party (the “Defaulting Party”) fails to perform its obligations under this Lease in any material respect (an “Event of Default”), then it shall not be in Default if it cures such Event of Default within sixty (60) days after receiving written notice from the other Party (the “Non-Defaulting Party”) stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a “Notice of Default”)

8.2 Remedies. Upon a Default (but not sooner), the Non-Defaulting Party shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity. All remedies under this Lease are cumulative and not exclusive, and the use of one or more of them will not exclude any other right or remedy allowed by law.

9. Miscellaneous.

9.1 Notices. Any notices, demands, correspondence or other communications required or permitted to be given hereunder (collectively, “Notices”) shall be in writing and shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by overnight delivery service, freight prepaid, to the Parties at the following addresses:

If to Lessor: City of Columbia

Attn: _____

Plus copies to: _____
 Attn: _____

If to Lessee: ImaGEN Inc.
 Attn: Ronald Seftick
 541 Main St., Horizons I Suite 114
 Columbia, SC 29208

Plus copies to: Nexsen Pruet, LLC
 ATTN: Robert D. Coble
 1230 Main St., Suite 700
 Columbia, SC 29201

Notices delivered by hand shall be deemed received when delivered. Notices sent by certified or registered mail or by overnight delivery service shall be deemed received upon (i) acceptance of delivery by the recipient or (ii) rejection of delivery by the recipient. Each Party may change its address for notice purposes by giving written notice of such change to the other Party in the manner provided.

9.2 Lessee's Right To Terminate. Notwithstanding anything in this Lease to the contrary, Lessee shall have the right to terminate this Lease at any time for any reason in Lessee's sole discretion upon sixty (60) days' written notice to Lessor. Within this 60-day notice period, Lessee shall remove its materials, personal property, inventory, trade fixtures, and removable equipment and fixtures from the Property and vacate the Property in the same condition as it was found on the Delivery Date. Upon any such termination by Lessee, this Lease shall be null and void and the Parties' respective rights and obligations hereunder shall terminate, except for those rights and obligations that survive termination pursuant to the express terms of this Lease. Further, upon termination of this Lease for any reason, upon request by Lessor, Lessee shall execute and deliver a release of all of Lessee's right, title or interest under this Lease.

9.3 Construction. This Lease, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned herein, and all prior or contemporaneous agreements, understandings and representations are merged herein and superseded hereby. This Lease sets forth all of the promises, agreements, conditions and understandings between the parties hereto pertaining to the Property and to such other matters as are referred to herein, and there are no promises, agreements, conditions, understandings, warranties or

representations, oral or written, expressed or implied, by or between the parties hereto pertaining thereto other than as herein set forth. This Lease shall not be interpreted as creating any partnership or other relationship between the Parties, other than that of Lessor and Lessee. Any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Lease and is hereby waived. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms “include”, “includes” and “including”, as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not affect the scope, meaning or intent hereof.

9.4 Severance. Should any provision of this Lease be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding.

9.5 Waiver. No waiver by a Party of any term or provision hereof shall be deemed a waiver of any other term or provision, and any waiver of rights hereunder must be in writing to be effective. Without limiting the generality of the foregoing, Lessor's failure to exercise any right or remedy in this Lease shall not be deemed to be a waiver by Lessor of that right or remedy. Lessor can delay in enforcing or abandon the enforcement of a right or remedy without losing that right or remedy.

9.6 Execution. This Lease may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

9.7 Applicable Law. This Lease shall be governed by and interpreted in accordance with the Laws of the state in which the Property is located.

9.8 Limitation on Liability. Notwithstanding anything in the Lease to the contrary, neither Party shall have any liability to the other Party for any punitive, exemplary, indirect or consequential damages arising out of, or in connection with, this Lease.

9.9 Amendment. This Lease shall not and cannot be modified or amended except by a writing signed by both Parties. Wherever the consent of a Party is required or requested hereunder, such consent shall not be unreasonably withheld, conditioned or delayed (unless the standard is otherwise expressly stated to be a Party's sole discretion).

9.10 Agency. Each of the Persons signing this Lease on behalf of a Party represents and warrants that he/she has the authority to execute this Lease on behalf of the Party for whom he/she is signing.

IN WITNESS WHEREOF, the Parties have executed and delivered this Lease to be effective as of the Commencement Date.

LESSOR:

City of Columbia

APPROVED AS TO FORM



Legal Department City of Columbia, SC
12/28/2022

Teresa Wilson, City Manager

Date: _____

LESSEE:

ImaGEN Inc.

a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

Statement of Work

ImaGEN will provide and install a state-of-the-art Tru-H2™ hydrogen generation system and will pipe it to existing compressor and storage tubes in anticipation of a fully functional hydrogen demonstration and active refueling station located at CTE Richland Street, Columbia, SC 29208 (the "Site"). The station will be leased to and operated by ImaGEN for the primary intent of promoting hydrogen technology as a cleaner alternative to fossil fuel-based vehicles and other commercial/industrial equipment. The Site will also demonstrate that the City, in conjunction with the State of South Carolina, is prepared to showcase forward-thinking alternative energy programs in support of the federal government's clean fuel initiative.

Deliverables

ImaGEN will perform the following tasks:

- Develop design plans that will direct the overall content and approach for the project including the system integration with existing equipment (November 2022);
- Provide design input to the ImaGEN project manager to effect proper permitting and code enforcement (December 2022) UPDATE;
- Provide the City unfettered access to all design elements of the Site for final approval (ongoing);
- Develop design prototypes and templates which can be provided to the Mayor and City Council for approval and comment (December 2022) UPDATE;
- Review materials developed by other designers to ensure consistent standards and approaches which will meet all code requirements (January 2023) UPDATE;
- Provide the City online access to participate in design planning and review meetings;
- Provide initial Site operating results and evaluation for future city and state locations;
- Execute formal startup and a 30-day runtime period for testing and final inspection approval (February 2023) UPDATE; and
- Manage the grand opening of the Site for public introduction (March 2023) UPDATE.

City will perform the following tasks:

- Assist ImaGEN with making formal introductions including state and federal officials;
- The City will either assist ImaGEN in the completion of government-required

documentation to obtain additional funds or financial support and/or will obtain support for the Chamber of Commerce, Office of Economic Development and South Carolina Research Authority as necessary to facilitate proactive participation in the Inflation Reduction Act or other government programs that would assist in the deployment of hydrogen from this fueling station;

- The City will assign a dedicated contact person to facilitate clear and timely communication as might be needed for approvals and joint development work under this SOW;
- The City and its primary contact will work with ImaGEN's project manager to identify priorities, assign tasks and develop work estimates to ensure that all work hours are applied appropriately and that the work is completed on time and in compliance with all applicable laws and regulations;

Assumptions

Below is a list of working assumptions regarding the SOW:

- Neither ImaGEN nor the City will invoice the other party for actual hours as all work will be provided as part of "contributory value" of the project;
- All materials developed under this SOW will be the property of ImaGEN;
- ImaGEN and City will jointly work on obtaining additional non-dilutive or in-kind funds from the State of South Carolina, the federal government or other sources as each party may benefit;

Price and Payment Schedule

The lease will be billed on the date of the lease execution and signing payable by ImaGEN on demand.

All travel, lodging and any mutually agreed upon expenses in conjunction with the project are the responsibility of each party. However, should other government funds or financial assistance become available that provides for cost reimbursement for expenses, then said expenses will be billed to the responsible government entity for reimbursement at contracted rates.

Any sales tax to be calculated from the sale of the hydrogen will be effected as per all local, state and federal requirements.



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-006 - Authorizing the City Manager to execute an Option to Purchase Agreement between the City of Columbia and Foxfire Management Company, LLC as well as any documents necessary to consummate the purchase of 118 Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-006 authorize purchase 118, 126, 132 and 138 Bluff Rd. (PDF)
- **#b:** 23015413_118_Bluff_Road_Option_APPROVED (PDF)

RESOLUTION NO.: R-2023-006

Authorizing the City Manager to execute an Option to Purchase Agreement between the City of Columbia and Foxfire Management Company, LLC as well as any documents necessary to consummate the purchase of 118 Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager is hereby authorized to execute the attached Option to Purchase Agreement and any other documents necessary and on such forms as may be approved by the City Attorney, in order to consummate the purchase of the referenced property, between the City of Columbia and Foxfire Management Company, LLC for the purchase of 118 Bluff Road, 126 Bluff Road, 132 Bluff Road and 138 Bluff Road, Richland County TMS #11204-02-35, TMS #11204-02-34, TMS #11204-02-33 and TMS #11204-02-32.

(Funding Source: CDBG MIT 4039999-CP108001)

Requested by:

Assistant City Manager Gentry

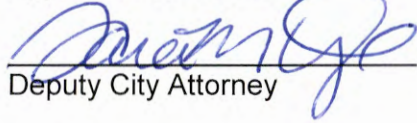
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT ("Agreement") is made effective as of the last date signed by either Party, by and between **CITY OF COLUMBIA, SOUTH CAROLINA, a municipal corporation** ("Grantee"), and **FOXFIRE MANAGEMENT COMPANY, LLC** ("Grantor").

RECITALS

WHEREAS, Grantor acquired certain property, together with all improvements now and hereafter located thereon, located in the City of Columbia, Richland County, South Carolina, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and,

WHEREAS, Grantor has agreed to grant Grantee an Option to Purchase (defined below) the Property.

NOW THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Option.

(a) Upon payment in the amount of Ten Thousand and No/100 (\$10,000.00) Dollars ("Earnest Money") Grantee shall have and Grantor hereby grants Grantee the option to purchase the Property ("Purchase Option"). The payment of such consideration shall be made to Colliers International of South Carolina, Inc., as Escrow Agent ("Escrow Agent") and will be applied against the purchase price at the closing date pursuant to any Purchase and Sale Agreement ("PSA"). The failure to satisfy all conditions contained herein will require return of the earnest money payment by the Escrow Agent to the Grantee.

This Option is exercisable for a period of up to three hundred (300) days from execution of the Purchase Option and may be extended for two (2) thirty-day (30) periods ("Option Period"). The Purchase Option is exercisable at any time by delivering a written notice to Grantor as provided for in Paragraph 2(g) below, ("Notice of Exercising Option") stating that Grantee has elected to exercise the Purchase Option. Once exercised, Grantee shall be entitled to continue with its acquisition of the Property unless Grantee elects to terminate as provided herein.

(b) For one hundred eighty (180) days after the Effective Date of this Purchase Option, Grantee and/or its agents and employees shall have reasonable access to the Property to conduct

studies and inspections, including but not limited to a Part 58 and Phase I environmental study, to perform due diligence, and to determine if the Property is suitable to the Grantee (“**Inspection Period**”). Grantee is to advise Grantor if environmental Phase II will be required. If Phase II requires time beyond the 180-day inspection period, the Grantor will grant up to sixty (60) additional days to the period. Grantor’s refusal to permit the required environmental assessments is grounds to terminate this Purchase Option and for the return of the Earnest Money at the Grantee’s discretion. Failure of any conditions found herein shall also be grounds for termination of this Option and Purchase at Grantee’s sole discretion and shall result in return of the Earnest Money.

(c) During the Option Period Grantor shall not solicit offers from, or engage in negotiations with, any third party with respect to the sale or lease of the Property.

2. Purchase and Sale Agreement.

(a) Upon Notice of Exercising Option, as provided herein, the following additional terms shall govern the closing obligations pursuant to any PSA:

(i) Grantee is prepared to offer not more than Eight Hundred Thousand and No/100 (\$800,000.00) Dollars to purchase the Property subject to the determination of the final purchase price by reference to Paragraph 2(d) contained herein.

(ii) The target Purchase and Sale Agreement closing date will be sixty (60) days following completion of all requirements of the Option Agreement (“**PSA Closing**”) unless otherwise extended as provided herein. Establishment of a final closing date is contingent upon receipt by the Grantee of a Finding of No Significant Impact and an Authorization to Use Grant Funds, should it be determined that the acquisition will be funded with federal funds. Grantor shall agree to extend the PSA Closing until such Finding and Authorization has been received.

(iii) Grantor shall deliver the following to Grantee on or before the PSA Closing date:

(1) A limited warranty deed, in recordable form, conveying the Property to Grantee subject only to "Permitted Encumbrances" (being those exceptions listed on Exhibit "B" attached hereto, together with any other encumbrances which are acceptable to Grantee in its sole and absolute discretion).

(2) A bill of sale conveying to Grantee all personal property and equipment located on or used in connection with the Property;

(3) A FIRPTA Affidavit in compliance with law;

(4) An owner's affidavit as to mechanic's liens, possession and other matters in a form acceptable to the title insurer to delete the standard title exceptions;

(5) A tax compliance letter issued by the South Carolina Department of Revenue within thirty (30) days of the PSA Closing Date.

- (6) A South Carolina tax withholding affidavit;
- (7) Past environmental reports in the Grantor's possession;
- (8) Any geotechnical reports in Grantor's possession;
- (9) Asbestos Report and any updates completed;
- (10) Copies of current leases of any occupying tenants;
- (11) Evidence of signatory's authority to sell the property;

(12) A closing or settlement statement reflecting the disbursement of funds in a manner consistent with this Agreement, application of the purchase price to the repayment in full of any mortgages or other monetary liens or encumbrances (other than current years taxes not yet due and payable) affecting the Property prior to disbursement of any funds to Grantor and the proration of any current years taxes not yet due and payable (the "**Closing Statement**"); and

(13) Such other documents as may be reasonably required by this Agreement or may be reasonably requested by the title insurer or reasonably requested by either party to implement the provisions hereof and that are not inconsistent with the provisions of this Agreement.

(iv) Grantee shall deliver the following to Grantor on or before the before the PSA Closing date:

(1) Purchase price by wire transfer of immediately available United States funds to an account designated by Grantor minus the Earnest Money previously paid;

(2) A Closing Statement; and

(3) Such other documents as may be reasonably required by this Agreement or as may be reasonably requested by the title insurer and that are not inconsistent with the provisions of this Agreement.

(v) Grantee shall be required to pay for deed preparation, documentary or transfer stamps or fees, title examination, title insurance premium, normal and reasonable closing costs, all past due taxes, and pro-rata real estate taxes and assessments for the current year, if applicable. Grantee shall pay the recording of the deed. Each party to pay their own attorneys' fees.

(b) Notwithstanding the foregoing, Grantee shall have no obligation to close (i) should Grantor be unable to deliver title to the Property at closing free and clear of all liens, claims, encumbrances, restrictions and exceptions (except for Permitted Encumbrances), or (ii) should there occur prior to closing a material adverse change in the condition of the Property, including, without limitation, a change in the conditions reported in any environmental report, or (iii) should

there be instituted or threatened any condemnation or eminent domain proceedings against the Property.

(c) Grantor acknowledges that the Grantee is represented by Colliers International of South Carolina, Inc.. The Grantor is responsible for all real estate commissions as a result of this transaction.

(d) Fair Market Value. "Fair Market Value," as used herein, shall be determined in the manner set forth in this subparagraph (d). Within twenty (20) days following the date on which Grantor receives the Notice of Exercising Option, Grantee shall commence an appraisal for the purpose of determining the Fair Market Value and offer amount. Grantor and Grantee hereby agree that the Fair Market Value of the Property shall be the lesser of (i) the Fair Market Value of the Property which is identified in the appraisal report issued by Grantee's Appraiser or (ii) Eight Hundred Thousand and No/100 (\$800,000.00) Dollars. Grantee shall be responsible for the costs and fees charged by the Grantee's Appraiser.

(e) Additional Conditions.

(i) Grantee possesses eminent domain authority to acquire property, however, in the event that Grantor and Grantee cannot reach agreement for the purchase of the Property, the Grantee will not pursue its acquisition under eminent domain.

(ii) The Grantee may use federal funds provided under the Community Development Block Grant – Disaster Recovery Program for the acquisition of the subject property. As an agency that does not intend to use it for this purchase, the Grantee must comply with all provisions of Uniform Relocation Assistance and Real Property Acquisition Policies Act, namely §49 CFR 24.101(b)(1). The Grantee must also comply with the applicable provisions of 24 Part 58 Environmental Review Procedures. Pursuant to these sections, this proposed acquisition meets all said requirements as follows:

(1) The Grantee does not intend to exercise its right of eminent domain;

(2) The Property will not be acquired if the Grantor and Grantee are unable to agree to price and terms;

(3) The acquisition of the subject Property is not an absolute requirement for the project;

(4) The Property is not part of a larger planned project area requiring additional acquisitions; and,

(5) The Grantor will be advised of the fair market value as determined by appraisal.

(iii) If any buildings are occupied by tenants at the time of the Grantee's Notice of Exercising Option, the Grantor will be provided with notifications that the Grantor will be required to present to all tenants. The Grantor will be required to provide Grantee with evidence that all tenants have been notified regarding a potential sale and advised that they are not to take

any further action until they receive additional notifications. With regard to any current or future tenants, the following must occur:

(1) The Grantee will be allowed access to any tenant-occupants who occupy property and may be displaced as a result of the acquisition;

(2) Should the Grantor move a tenant into the property following delivery of the Notice of Exercising Option, they are required to present any tenant with a “move-in” notice, advising the tenant that they are not eligible for benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. The Grantees shall provide the Grantor with the appropriate form.

(3) If Grantor fails to provide the “move-in” notice to any tenants, as herein required, the costs incurred in compliance with the Act will be borne by the Grantor and deducted from the sales proceeds at closing.

(f) This Agreement shall be binding upon Grantor and Grantee, and their respective heirs, successors and assigns; and as such shall be a burden upon and shall be deemed to run with the title to the Property. This Agreement shall continue and remain in full force and effect notwithstanding any exercise of the Purchase Option by the Grantee and/or any acquisition of the Property by the Grantee or its assignee pursuant thereto. This Agreement may be assigned by Grantee to any person or entity which Grantee designates without the requirement of any consent of the Grantor.

(g) All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon personal delivery to the Party to whom they are addressed; or upon receipt/confirmation, if sent via e-mail or facsimile to the addresses indicated below; or, if mailed, five (5) days following deposit in the United States mail first class postage prepaid; or, if sent by nationally recognized overnight courier, the date when signed for at addressee’s residence or place of business and addressed to each Party at the following address:

City of Columbia
Attn: City Manager
1737 Main Street
Columbia, South Carolina 29202

Foxfire Management Company, LLC
Attention: _____
4700 Falls of Neuse Rd., Ste. 400
Raleigh, North Carolina 27609

(h) This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina, exclusive of its choice of law rules.

[Remainder of Page Intentionally Blank]

Grantor:

**FOXFIRE MANAGEMENT
COMPANY, LLC,**

By: _____
 Its: _____
 Date: _____

STATE OF _____
 COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2022, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the entity upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

 NOTARY PUBLIC

Print Name: _____

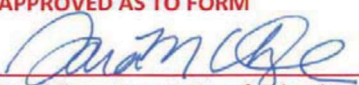
My Commission Expires:

 (SEAL)

[Signatures Continue on the Following Page]

Grantee:**CITY OF COLUMBIA, SOUTH
CAROLINA**By: _____
Its: _____
Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
1/10/2023

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2022, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the entity upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC
Print Name: _____

My Commission Expires:

(SEAL)

EXHIBIT A**Legal Description**

118 Bluff Rd, Columbia, South Carolina/ TMS #R11204-02-35
126 Bluff Rd, Columbia, South Carolina/ TMS #R11204-02-34
132 Bluff Rd, Columbia, South Carolina/ TMS #R11204-02-33
138 Bluff Rd, Columbia, South Carolina/ TMS #R11204-02-32

Or portions thereof:

EXHIBIT B
PERMITTED ENCUMBRANCES

1.



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: Budget, Program Management, & Grants

FROM: *Missy Caughman,*

SUBJECT: Fiscal Year 2022/2023 Hospitality Tax Committee
Recommendations for Second Round Allocations - Ms. Missy
Caughman, Director of Budget, Program Management and
Grants

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Communications Plan



We Are Columbia

MEETING DATE: January 17, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
Lake Katherine Sewer Improvements