



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, FEBRUARY 15, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, February 15, 2022 at 4:00 p.m. at City Hall, 1737 Main Street, Columbia, SC 29201. Members of the public are encouraged to participate remotely by viewing the meeting online at www.columbiasc.gov or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **4528**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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 ▪ The Honorable Joe E. Taylor, Jr., District IV

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

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the February 1, 2022 Council Meeting Minutes.

PRESENTATIONS

2. Smoke-Free Palmetto State Certification Award - Mr. Buck Wilson, SC DHEC Regional Health Director

CITY COUNCIL DISCUSSION / ACTION

3. COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director



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4. Federal Legislative Briefing - Mr. Ralph Garboushian, CapitalEdge, LLC, Federal Lobbyist and Ms. Debra DeHaney-Howard, CapitalEdge, LLC, Federal Lobbyist

CONSENT AGENDA ITEMS 5 THROUGH 14

5. Council is asked to approve a Contract to Purchase two MCC7500 Dispatch Consoles with Programming, Installation, and Optimization, as requested by the Emergency Management Department. Award to Motorola Solutions, using the SC State Contract in the amount of \$157,187.12. The vendor is located in Lancaster, SC.

Funding Source: General Capital Projects - Municipal Emergency Management Operations Center - Computer/ Electric Equipment - Capital (4039999-CP105906-658600) \$100,401.12; General Capital Projects - Municipal Emergency Management Operations Center - Maintenance & Service Contract (4039999-CP105906-638200) \$56,786.00. The original budget amount is \$157,187.12.

6. Council is asked to approve a Contract to Purchase 28 Laptops for the Columbia Police Department Vehicles, as requested by the Fleet Services Division. Award to Synnex Corporation, using the GSA Cooperative Contract in the amount of \$131,202.59. The vendor is located in Greenville, SC.

Funding Source: Capital Replacement - Computer Equipment Hardware (6308972-627500). The original budget amount is \$131,202.59.

7. Council is asked to approve a Contract to Purchase a 2023 Western Star 4700 Cab/Chassis Truck for the Solid Waste Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center, Inc. using the SC State Contract in the amount of \$288,716.00. The vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$288,716.00.

8. Council is asked to approve a Contract for the Booker Washington Heights Paving Project, as requested by the Public Works Department. Award to Eurovia Atlantic Coast, LLC dba Blythe in the amount not to exceed \$524,485.83, which includes contingency. The firm is located in West Columbia, SC.

Funding Source: General Fund Paving (4079999-CP850101-658650) \$11,985.83 and Community Development Block Grant (CDBG) (4079999-CP850101-658650) \$512,500.00. The original budget amount is \$524,485.83.



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Eurovia Atlantic Coast, LLC, dba Blythe will provide paving services at 95.06% (\$453,250.30) of the total contract amount.

The following subcontractor will provide additional services:

Peek Pavement Markings, LLC of Columbus, GA will provide striping at 4.94% (\$23,555.00) of the total contract amount.

9. Council is asked to approve a Contract to Purchase Parts and Labor for Bearing Assemblies, Clarification Equipment, and Pumping Equipment for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Water Technologies, LLC, as a Sole Source in the amount not to exceed \$100,000.00. The vendor is located in Waukesha, WI.

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment - Capital (5516208-658300). The original budget amount is \$100,000.00.

10. Council is asked to approve a Professional Services Agreement to Provide Compliance Training Services for the Metro Wastewater Treatment Plant Industrial Pre-treatment Program and Stormwater Program, as requested by Columbia Water. Award to Black & Veatch Corporation, in the amount of \$101,449.00. The firm is located in Columbia, SC.

Funding Source: Wastewater Compliance - Professional Services (5516231-636600). The original budget amount is \$101,449.00.

11. Council is asked to approve a Professional Services Agreement for Project WM4140; Horseshoe Booster Pump Station Improvements, as requested by Columbia Water. Award to AECOM Technical Services, Inc. in the amount of \$328,990.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Project - Capital Project Costs - Engineering Services/Horseshoe Pump/Improvements (5529999-658650-WM414001). The original budget amount is \$328,990.00.

This is a Mentor Protégé Program Project. AECOM Technical Services, Inc. is the mentor and will provide project plans and specification services at 80.00% (\$263,192.00) of the total contract amount. Atlantic South Consulting Services, LLC, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide surveying, permitting services, construction administration, and construction observation at 20.00% (\$65,798.00) of the total contract amount.



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12. Council is asked to approve a Reimbursement for an 8" Sewer Main Extension Project to Serve 401 Heyward Street, as requested by Columbia Water. Award to PMC Property Group in the amount of \$355,124.00, upon completion of construction. The vendor is located in Columbia, SC.

Funding Source: Sewer CIP FY 21/22 CIP (SS728801 Unforeseen & Miscellaneous Projects). The original budget amount is \$355,124.00.

13. Council is asked to approve Contract Amendment #8 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$615,184.00. The firm is located in Perry, GA.

Funding Source: Utilities Columbia Canal WTP (5516206-WM432601-638305) \$453,611.00 and Utilities Lake Murray Water Plant (5516207-WM432601-638305) \$161,573.00. The original budget amount is \$100,985.00. The budget amount for amendments 1-7 is \$2,750,712.00. The budget amount for this amendment is \$615,184.00. The total revised budget amount is \$3,365,896.00.

Utility Service Company, Inc. is the prime contractor and will provide renovation, painting, and preventative maintenance services at 67.81% (\$417,184.00) of the amendment amount.

The following subcontractors will provide additional services:

Nordic Tank & Tower, Inc. of Menahga, MN will provide blast/paint labor services at 12.03% (\$74,000.00) of the amendment amount.

Semper Fi Steel of La Grange, KY will provide blast/paint labor services at 10.08% (\$62,000.00) of the amendment amount.

Carolina Tank Maintenance, LLC of Madison, NC will provide blast/paint labor services at 10.08% (\$62,000.00) of the amendment amount.

14. Council is asked to approve a Professional Services Agreement for the Assembly Street Roadway Rehabilitation and Safety Enhancements between Pendleton Street and Lady Street, as requested by Columbia Water. Award to Mead and Hunt in the amount of \$665,900.00. The firm is located in Lexington, SC.

Funding Source: Streetscaping Control - Assembly Street Corridor - Capital Project Costs (4139999-CP002003-658650). The original budget amount is \$665,900.00.

Mead & Hunt is the prime consultant and will provide preliminary design and data collection services at 70.01% (\$466,175.00) of the total contract amount.

The following subconsultants will provide additional services:



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Chao & Associates, a Minority Business Enterprise located in Columbia, SC, will provide civil engineering services at 15.00% (\$99,885.00) of the total contract amount.

F&ME Consultants of Columbia, SC will provide geotechnical services at 3.99% (\$26,600.00) of the total contract amount.

Vaughn & Melton of Columbia, SC will provide subsurface utility engineering services at 6.00% (\$39,950.00) of the total contract amount.

Grimball Cotterill & Associates of Columbia, SC will provide landscape architecture services at 4.00% (\$26,630.00) of the total contract amount.

New South Associates, a Minority Business Enterprise (W) located in Columbia, SC, will provide cultural resource services at 1.00% (\$6,660.00) of the total contract amount.

ORDINANCE - FIRST READING

15. Ordinance No.: 2022-009 Authorizing the City Manager to execute a Ninth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

EVENT RESOLUTIONS

Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.

16. Resolution No.: R-2022-008 - Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, April 24, 2022 with a rain contingency date of Sunday, May 1, 2022
17. Resolution No.: R-2022-009 - Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 24, 2022
18. Resolution No.: R-2022-010 - Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 3, 2022
19. Resolution No.: R-2022-011 - Authorizing consumption of beer and wine only at the 2022 First Annual Artistic Showcase Festival at Maxcy Gregg Park, 1651 Park Circle on Saturday, April 9, 2022, with a rain contingency date of Saturday, April 16, 2022
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We Are Columbia

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20. Resolution No.: R-2022-014 -Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours at Saluda Riverwalk, 650 Candi Lane on Tuesdays, March 15, 22, 29, April 5,12, 19, 26, May 3, 10, 17, 24 and 31, 2022 with rain contingency dates of Thursdays, March 17, 24, 31, April 7, 14, 21, 28, May 5, 12, 19, 26 and June 2, 2022
 21. Resolution No.: R-2022-015 - Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival – Mixer on Main Satellite Event at Boyd Plaza, 1515 Main Street on Thursday, March 31, 2022

OTHER MATTERS

22. Council is asked to approve the Installation of 17 Street Lights within the Belvedere Community, as requested by the Public Works Department. Award to Dominion Energy in the amount of \$2,021.64.

Funding Source: Traffic Engineering – Electric and Gas (1013205-632000).

23. Non-Profit Stabilization Assistance Requests - Ms. Missy Caughman, Budget, Program Management, and Grants Director

**APPOINTMENT OF CITY COUNCIL MEMBERS TO SPECIAL COMMITTEES,
TASK FORCES, OR COMMISSIONS**

24. Advisory Committee on Equality
25. Affordable Housing Task Force
26. Columbia - Fort Jackson Joint Committee on Cooperation
27. Council Legislative Committee
28. Richland County - City of Columbia Committee
29. Task Force to Prevent and End Homelessness
30. Tax Modernization Committee



We Are Columbia

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APPOINTMENT OF CITY COUNCIL MEMBERS TO EXTERNAL BOARDS OR COMMISSIONS

- 31. Capital City Lake Murray Country Regional Tourism Board
- 32. Central Midlands Council of Governments
- 33. Central Midlands Regional Transit Authority (The COMET)
- 34. Columbia Museum of Art
- 35. River Alliance

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT

EXECUTIVE SESSION

- 36. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)

COVID-19

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

Alex Smith v. City of Columbia

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 1, 2022

The Columbia City Council conducted a meeting on Tuesday, February 1, 2022 at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:00 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

Mayor Rickenmann took a moment of personal privilege to observe the passing of Judge Mildred Weathers McDuffie. Judge McDuffie was an educator, a county council member, a magistrate judge, a mentor, and an activist during the Civil Rights movement. She has impacted so many lives. She was a trailblazer in the community and she leaves a huge legacy. A moment of silence was taken to honor the life of Judge Mildred Weathers McDuffie.

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to adopt the agenda, subject to adding the Short-Term Rentals Ad Hoc Committee to Appointments.

PUBLIC INPUT ON AGENDA ITEMS

No comments were received at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the January 18, 2022 Council Meeting Minutes. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the January 18, 2022 Council Meeting Minutes.



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CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director

Mr. Harry Tinsley, Emergency Management Director said the South Carolina combined case count stands at 1,389,266. There have been 14,991,818 tests to date. There are 4,137 new confirmed cases with a 23.9% positivity rate. There are 26 new confirmed deaths and two probable deaths. The state's total combined deaths due to COVID-19 stands at 15,508. In Richland County, the confirmed case count stands at 91,955. There are 274 cases posted for today. There are 707 confirmed and 127 probable deaths to date. As of January 19th, Richland County's 14 – day recent disease activity incidence rate remains high. DHEC reports 6,596,626 doses of COVID-19 vaccines have been administered in South Carolina and as of January 29th approximately 53.1% of South Carolina's eligible population are fully vaccinated and 62.1% have received at least one vaccine dose.

Ms. Teresa Wilson, City Manager reported that 11% of the workforce is currently affected by COVID-19.

3. Introduction to Procurement and Contracts - Ms. Sandra A. Middleton, CPPB, Director/Purchasing Agent and Ms. Shannon S. Lizewski, CPPO, NIGP-CPP, Deputy Director for the Department of Procurement & Contracts

Ms. Sandra A. Middleton, CPPB, Director for the Department of Procurement & Contracts provided an overview of the department's basic information and processes used to procure bids. Any procurement activity at the City of Columbia is in accordance with the City's Procurement Code, Appendix G, and the State of South Carolina's Procurement Code and Regulations. Examples of frequently purchased goods and the types of contracts utilized for services was provided. Procurement thresholds include small procurements valued at less than \$5,000; informal procurements valued at \$5,001 to \$25,000; and formal procurement valued at over \$25,000. All city procurements valued at \$50,000 or more are forwarded to City Council for review and approval. Standard advertising processes are used for formal procurements. The most commonly used formalized procurement method is referred to as an invitation for bid (IFB), which is awarded to the lowest responsive and responsible bidder. Some other methods are: request for proposals (RFPs), request for qualifications (RFQs), request for information (RFIs), emergency procurements, and sole source procurements. The procurement cycle encompasses planning and determining needs, developing specs and scope of work, procurement method for sourcing, acquisition phase, negotiation and evaluation, selection and award, performance phase, and contracts administration.



We Are Columbia

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Ms. Shannon S. Lizewski, CPPO, NIGP-CPP, Deputy Director for the Department of Procurement and Contracts discussed the city's access to utilizing procurements and contracts released and awarded by other public entities to include State of South Carolina contracts, cooperative agreements, Western States Contracting Alliance, Sourcewell, National Cooperative Purchasing Alliance, Houston-Galveston Area Council (HGAC), and others. Indefinite delivery contracts were discussed in regards to the successes in the areas of unforeseen and urgent repair needs. The procurement package completion date for informal and formal procurements was defined. The average processing time for procurements is higher in the summer months and it levels out during the fall and winter.

Councilor Taylor asked when is the start date for procurements.

Ms. Shannon S. Lizewski, CPPO, NIGP-CPP, Deputy Director for the Department of Procurement and Contracts said the process starts by the end user putting the information into IFAS, then it goes to all of the required individuals for approval, and finally it comes to the buyer and that is when our clock starts.

Ms. Sandra A. Middleton, CPPB, Director for the Department of Procurement and Contracts said there are so many variables and that is why we wanted to go with the controlled part of the process where requests are in our queue. Our data is from the date it was dropped in the buyer's box to the date a purchase order was issued.

Mayor Rickenmann said we need to understand the process from start to finish to help us produce a more effective system. We need to figure out how we can become more efficient, effective, and quicker in getting things done throughout the process.

Councilor Herbert said we want to know which things only take two days and why these are easy. Also tell us what is taking a year and provide ideas or recommendations in regards to problems encountered. I am looking for the strengths and weakness of the process and a clarification of terms. This will help us see where we could potentially assist if there is something that we can help with.

Ms. Shannon S. Lizewski, CPPO, NIGP-CPP, Deputy Director for the Department of Procurement and Contracts discussed all the challenges of the department to include supply chain disruptions, current market conditions, limited staffing, forecasting challenges, limited contractor/vendor pool availability, complexity and uniqueness of some projects, risk management, and the need for database updates. The current focus areas include improving overall customer service delivery to



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include response time, vendor database updates, updates to policies and procedures, and the contract management module.

Ms. Sandra A. Middleton, CPPB, Director for the Department of Procurement and Contracts said virtual meeting opportunities for contractors are very beneficial and time saving. The solicitation for the diversity study is another accomplishment, as well as the COVID-19 fulfilment center. We have also incorporated compliance information as a complete packet in all formal construction solicitations. One of the biggest accomplishments is the rollout of the Contracts Management Module (CMM) to assist with tracking city contracts issued through the Department of Procurement and Contracts. This module is a centralized repository for contracts, agreements, change orders and other pertinent contract information.

Mayor Rickenmann reiterated his concerns in regards to finding the most efficient and effective way in getting information out quickly. We ought to submit our questions to staff and have another opportunity to do a deeper dive because I do think it is time to evaluate the city's technology needs.

CONSENT AGENDA ITEMS 4 THROUGH 19

Upon a single motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to approve Consent Agenda **Items 4** through **19**.

4. Council is asked to Ratify a First Amendment to the Mark Anthony Brewing Incentive Agreement, as requested by the Economic Development Department. The firm is located in Columbia, SC. – *Approved*
5. Council is asked to approve a Contract to Purchase two Ford F150 4x2 Trucks Regular Cab with XL Trim Package for the Parks and Recreation Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract in the amount of \$50,326.00. The vendor is located in Spartanburg, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$50,326.00.

6. Council is asked to approve a Contract to Purchase two Ford F150 4X2 Trucks Regular Cab with XL Trim Package and Spray-in Bedliner for the Planning and Development Services Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract in the amount of \$50,782.00. The vendor is located in Spartanburg, SC. – *Approved*



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Funding Source: Capital Replacement - Autos, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$50,782.00.

7. Council is asked to approve a Contract to Purchase two Ford Transit 350 - 12 Passenger Vans for the Parks & Recreation Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract in the amount of \$66,610.00. The vendor is located in Spartanburg, SC. – *Approved*

Funding Source: Capital Replacement - Autos, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$66,610.00.

8. Council is asked to approve a Contract to Purchase and Upfit two Ford F150 Trucks with XL Trim Package for the Columbia Fire Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., with customization and upfitting work to be contracted out to West Chatham Warning Devices, using the SC State Contract in the amount of \$117,931.86. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement (6308972-658500). The original budget amount is \$117,931.86.

9. Council is asked to approve a Contract to Purchase 18 Mobile Two-Way Radios with Equipment and Services for the Columbia Police Department, as requested by the Fleet Services Division. Award to Motorola, using the SC State Contract in the amount of \$116,053.68. The vendor is located in Sumter, SC. – *Approved*

Funding Source: Capital Replacement - Radio Equipment (6308972-627800). The original budget amount is \$116,053.68.

10. Council is asked to approve a Contract for Grounds Maintenance Services at the Columbia Canal Water Treatment Plant and Remote Sites, as requested by Columbia Water. Award to Superior Lawn and Yard Maintenance in an amount not to exceed \$52,500.00. The vendor is located in Prosperity, SC. – *Approved*

Funding Source: Utilities Columbia Canal Water Treatment Plant – Special Contracts; (5516206-638300) \$32,020.00, Utilities Lake Murray Water Treatment Plant – Special Projects; (5516207-638300) \$20,480.00. The original budget amount is \$66,000.00.

11. Council is asked to approve Contract Amendment #1 for Project SS7568; Saluda River Force Main Extension, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in an amount not to exceed \$92,595.00. This firm is located in Columbia, SC. – *Approved*



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Funding Source: Water and Sewer Capital Projects, Unforeseen & Miscellaneous Projects, Capital Costs (5529999-SS728801-658650). The original budget amount is \$446,350.00. The budget amount for this amendment is \$92,595.00. The total revised budget amount is \$538,945.00.

This is a Mentor Protégé Program project. Stantec Consulting is the mentor and will provide project management, engineering design, permitting, bidding and award services at 60.50% (\$56,020.54) of the amendment amount. Chao and Associates, a minority business enterprise of Columbia, SC, is the protégé and will assist with preliminary planning, investigation, engineering analysis, surveying, contracting geotechnical investigation, and corrosion control design services at 39.50% (\$36,574.46) of the amendment amount.

Contract amendment #1 is requested to provide funding for additional geotechnical investigations, an odor control study, and additional coordination required for the Construction Manager at Risk (CMAR) delivery method. This amendment also provides revised labor rates and category descriptions for project personnel.

12. Council is asked to approve a Contract to Purchase Parts and Labor for Three Clever Brooks Boilers and Hawk 1000 Boiler Control Package for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to C&C Boiler Sales and Service as a Sole Source in the amount of \$110,000.00. The vendor is located in Charlotte, NC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). The original budget amount is \$110,000.00.

13. Council is asked to approve a Professional Services Agreement for Project SS7613; Wastewater Collection System Hydraulic Modeling, as requested by Columbia Water. Award to Hazen and Sawyer, in the amount of \$266,264.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvement - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$266,264.00.

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 44.38-acre portion, County Line Trail; TMS# 31700-01-04(p) - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-001 Annexing 44.38 acres County Line Trail, Richland County TMS# 31700-01-04 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - First reading approval was given on January 18, 2022 – Approved on second reading.



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Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development (PD) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Mulberry Hall Properties, LLC / Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3923 Bright Avenue; TMS# 13708-08-14 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-002 Annexing 3923 Bright Avenue, Richland County TMS# 13708-08-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - First reading approval was given on January 18, 2022 – Approved on second reading.

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single Family-Small Lot (RSF-3) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-HD by Richland County.

Applicant: Andrea Godby

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 4021 Trotter Road; TMS# 22008-01-01 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-004 Annexing 4021 Trotter Road, Richland County TMS# 22008-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - First reading approval was given on January 18, 2022 – Approved on second reading.



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Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Mixed (RM-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-HD by Richland County.

Applicant: Nathaniel Johnson

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)

17. **ZONING MAP AMENDMENT** for 2401 Two Notch Road(p) and 0.21 acres, E/S Waites Road, TMS #11511-11-10 (p) and 11511-11-08 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-005 - Amending the Official Zoning Map to modify the zoning for 2401 Two Notch Road and 0.21 acres E/S Waites Road, Richland County TMS #11511-11-10 (portion) and TMS #11511-11-08 - First reading approval was given on January 18, 2022 – Approved on second reading.

Council District: 2

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to Residential Mixed District (RM-1).

Applicant: Homeless No More

Staff Recommendation: Approval

PC Recommendation: 12/06/2021; Approval (5-1)

18. **ZONING MAP AMENDMENT** for 2632 Millwood Avenue and 2627, 2526, and 2623 Cherry Street, TMS# 11413-03-05, 11413-03-10, 11413-03-11, and 11413-03-12 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-006 - Amending the Official Zoning Map to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12 - First reading approval was given on January 18, 2022 – Approved on second reading.

Council District: 3



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 1, 2022

Proposal: Request to rezone the property from Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP) to Mixed-Use District (MU-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

Applicant: Thomas Rhodes III, Millwood Investments LLC

Staff Recommendation: Approval

PC Recommendation: 12/06/2021; Approval (6-0)

19. Ordinance No.: 2022-008 - Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Brick and Mortar, LLC for the sale of property located at 1701, 1705, 1710 and 1715 Washington Street, Richland County TMS #11402-08-20, 11402-08-18, 11402-08-17 and 11402-08-16 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

ORDINANCE - SECOND READING

20. Ordinance No.: 2021-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36 - *First reading approval was given on December 21, 2021 – Approved on second reading.*

Mayor Rickenmann said one of the complaints of the system is that there is no ticket given to the tenant in the first violation if it's a rental property. The landlord automatically is given the first ticket. The landlord can't remedy a problem that the tenants are responsible for. Is there a process where the tenant is given responsibility for the first violation and the landlord gets a warning? Obviously if they're a repeat landlord, we have a different system for that. There is an imbalance in responsibility. How do we cure that before we finalize this?

Mr. David Hatcher, Housing Official for the Code Enforcement Division said when we start a case on a rental property that is within the realm of what the tenant would be responsible for, we send a notice to the tenant and to the landlord. We do rely on the tenant to abate those issues. The landlord still can get the assessed points because that is the way the ordinance is designed. The landlord gets the points but we do look to the tenant to address those issues. We do write summons to the tenants all the time. They automatically get the points because a case was started but that is why the ordinance allows for 15 points because we know there is going to be issues at properties and it gives the landlord opportunities to fix it.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 1, 2022

Mayor Rickenmann said the complaints I have heard are in regards to nuisance complaints and other issues that are tenant driven. When we get into nuisances, it puts the landlords in a very unique position because the tenant is not getting the ticket. If we are going to have a system, there has to be some balance. When you have more than 52% of rental properties, this will become a bigger issue. I don't want to give a pass to a landlord, but there should be responsibility placed on the tenant in certain situations. A violation is five points, that is 30% without the landlord ever having the opportunity to place the responsibility on the tenant. The landlord can become a repeat offender. I am supportive of the ordinance for the most part, but it has unintended consequences that have not been addressed. I will reserve the right to amend this ordinance at a later date and ask that we send this to a committee to help in making sure we are addressing the issues correctly and fairly.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2021-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36.

Ms. Teresa Wilson, City Manager said I am glad you all approved the ordinance in its totality today. I spent my morning deliberating over an issue out in Golden Acres that you may have seen in a news report last night. If we held this today it wouldn't have given us the authorization to make sure that this ten-year-old vehicle that has been sitting there as a public safety hazard is removed today. What you are doing is very critical.

EVENT RESOLUTIONS

21. Resolution No.: R-2022-002 - Authorizing consumption of beer and wine beverages only at the Official Kick-Off to St. Pat's in Five Points at the Five Points Fountain on Friday, March 4, 2022 with a rain date contingency of Saturday, March 5, 2022 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2022-002 - Authorizing consumption of beer and wine beverages only at the Official Kick-Off to St. Pat's in Five Points at the Five Points Fountain on Friday, March 4, 2022 with a rain date contingency of Saturday, March 5, 2022.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 1, 2022**

22. Resolution No.: R-2022-003 - Authorizing consumption of beer and wine beverages only at the “St. Pat’s in Five Points Festival” and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat’s in Five Points Festival on Saturday, March 19, 2022 with a rain contingency of Sunday, March 20, 2022 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-003 - Authorizing consumption of beer and wine beverages only at the “St. Pat’s in Five Points Festival” and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat’s in Five Points Festival on Saturday, March 19, 2022 with a rain contingency of Sunday, March 20, 2022.

23. Resolution No.: R-2022-007 - Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, February 26, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-007 - Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, February 26, 2022.

APPOINTMENTS

24. Mayor Pro-Tempore for 2022 – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Taylor, Council voted unanimously to approve the selection of The Honorable Edward H. McDowell, Jr. as Mayor Pro-Tempore for a second term ending in December 31, 2022.

Mayor Rickenmann stated that the Mayor Pro-Tempore will be rotated on an annual basis.

25. Short-Term Rentals Ad Hoc Committee – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of The Honorable Tina N. Herbert to the Short-Term Rentals Ad Hoc Committee.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 1, 2022

-
- 26. Central Midlands Council of Governments – *Deferred*
 - 27. Central Midlands Regional Transit Authority (The COMET) – *Deferred*
 - 28. City Center Partnership – *Approved*

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to approve the appointment of The Honorable Mayor Daniel J. Rickenmann to the City Center Partnership.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

Upon a motion made by Mayor Rickenmann and seconded by Mr. Taylor, Council voted unanimously to refer an overall review of the city's technology needs to the Technology Committee.

Ms. Teresa Wilson, City Manager discussed the potential of adding work sessions back on the Council agenda for presentations regarding department updates and budget workshops. It was suggested to have morning meetings the first and fourth Tuesdays of the month. She asked council to decide which day and times work best to schedule work sessions.

PUBLIC INPUT

Voicemail received via Public Input: Ms. Marilyn Coward, expressed concerns regarding the instructions provided to jurors chosen for Municipal Court. She requested that the arrival time be updated to when the court opens due to individuals having to wait outside in inclement weather until the doors are open.

EXECUTIVE SESSION

- 29. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) – *Withdrawn*

COVID-19



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 1, 2022**

ADJOURNMENT

The meeting was adjourned at 6:25 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT

SMOKE-FREE PALMETTO STATE CERTIFICATION

More than half of SC residents live in places that do not guarantee clean, indoor air. Local governments that have achieved comprehensive smoke-free protections applicable to all indoor workplaces, restaurants, and bars (includes e-cigarettes/vapes) deserve recognition for their leadership and commitment to the health and well-being of their community.

CERTIFICATION CRITERIA

Standards for **Smoke-Free Palmetto State Certification** are straightforward. To become certified, local governments must adopt and implement clean air protections that prohibit smoking and the use of e-cigarettes and vapes in all indoor workplaces, restaurants, and bars.

Clean air—free of both secondhand smoke and vaping toxins—remains the standard to protect health.



CONTACT US

Enter Contact Info



CR-012985 6/21

2.a



*Recognizing Local
Communities*



Packet Pg. 21

SMOKE-FREE BUILDS BETTER ECONOMIES

Smoke-Free Palmetto State

Certification was developed by public health experts informed by decades of research about the effect comprehensive smoke-free policies have on both local businesses and the health of the community.

FACT—Both smokers and non-smokers prefer to work in and/or to visit smoke-free environments (especially restaurants and bars)

FACT—Business owners boost their bottom line by saving thousands of dollars in building/property maintenance costs, increased productivity, lower liability insurance premiums, and lower employer-sponsored health insurance premiums with smoke-free workplaces

FACT—Property free from tobacco trash (butts and vape cartridges) and air pollution (secondhand smoke and vaping aerosol) appear clean and inviting to prospective clients, customers, and visitors

HEALTHY PEOPLE IN HEALTHY COMMUNITIES

Science shows that smoking harms more than just the smoker. Secondhand smoke and aerosols from e-cigarettes/vaping cannot be cleaned from the air through filters or ventilation and can travel into "non-smoking" sections.

FACT—There is no risk-free level of secondhand smoke exposure

FACT—E-cigarettes release *aerosol* that can contain dangerous chemicals, NOT harmless water vapor

FACT—Exposure to secondhand smoke in the workplace causes heart disease and various cancers among nonsmokers

FACT—People protected by comprehensive smoke-free policies live longer, healthier lives and have fewer heart-related hospital emergencies

PROMOTION AND SUPPORT

Smoke-Free Palmetto State Certification is an achievement that demonstrates your commitment to improving lives in your community. Proudly display your **Smoke-Free Palmetto State Certification** with an official web banner/button and window decal. DHEC staff can also provide media materials and attend press opportunities to present your certificate of distinction.





We Are Columbia

Together we will build a world-class city

FEDERAL LEGISLATIVE UPDATE

FEBRUARY 15, 2022



A successful 30-year track record....

- i Solely represent local governments and their agencies
- i Recognized for expertise on municipal issues
- i Strong knowledge of federal-local relations and of local governments, their needs, and their prospects for federal assistance

We are proud to work for Columbia and provide the City with comprehensive Washington representation:

- i Advocacy
- i Federal funding and grant opportunities
- i Detailed and timely analysis of all legislative and regulatory issues that impact the City
- i Rapid response to inquiries from the City and the congressional delegation
- i Seamless City official visits to Washington
- i Lobbying the lobbyists (USCM, NLC, etc.)

2

117TH CONGRESS, 2ND SESSION: KEY DATES

- i January: 2nd Sessions Convenes
- i Late January: US Conference of Mayors Winter Meeting
- i January-February: Complete work on FY 2022 spending?
- i Early March: National League of Cities Meeting
- i March 11: State of the Union Address
- i Early March?: President Biden Releases FY 2023 Budget Proposal
- i March-September (and likely beyond): FY 2023 Appropriations Process
- i September 30: FY 2022 ends
- i October 1: FY 2023 begins
- i November 8: Election Day
- i Mid December: Target Adjournment

OVERVIEW

- ; **Infrastructure Investment & Jobs Act (IIJA/PL 117-58)**
- ; Build Back Better Act (HR 5376)?
- ; FY 2022 Appropriations
- ; FY 2023 Appropriations
- ; Other Issues – Quick Review

SUMMARY OF IIJA

- ; IIJA best understood as three bills wrapped into one
 - ; Divisions A-C are a 5-year, \$476.8 billion reauthorization of federal surface transportation programs
 - ; Division D-I authorize other infrastructure investments
 - ; Division J is a 5-year advance appropriations bill providing \$520 billion for a wide array of infrastructure investments

IIJA DIVISIONS A - C

Generally, a status quo bill

- ; Highways = average of \$63 billion/yr (+26%)
- ; Transit = average of \$17 billion/yr (+36%)
- ; Intercity Passenger Rail = average of \$36 billion/yr (+140%)

Most funds will continue to be allocated by formula to state DOTs, MPOs, transit agencies, and Amtrak

IIJA DIVISIONS A – C

SOUTH CAROLINA APPORTIONMENTS

FY 2021 V FY 2022

FY 2021							
NHPP	STBG	HISP	Rail Highway Xing	CMAQ	Metro Planning	NHFP	Apportioned Total
\$429,305,439	\$214,189,785	\$42,219,172	\$4,771,331	\$13,959,816	\$3,376,187	\$25,234,011	\$733,055,741

FY 2022										
NHPP	STBG	HSIP	Rail Highway Xing	CMAQ	Metro Planning	NHFP	Carbon Reduction	PROTECT	Bridge Formula	Total
\$499,512,119	\$243,005,896	\$51,836,721	\$4,803,181	\$14,273,216	\$4,155,299	\$23,222,284	\$21,668,026	\$24,638,098	\$54,836,576	\$941,951,416

IJA DIVISIONS A – C **CMCOG & CMRTA** **FY 2021 V *ESTIMATE* OF 5-YEAR AVERAGE FY 2022 – FY 2026**

FY 2021				
CMCOG STBG	CMCOG TAP	CMRTA URBANIZED FORMULA	CMRTA ELDERLY & DISABLED	CMRTA BUS FORMULA
\$12,620,680	\$900,800	\$5,496,654	\$509,993	\$586,728

<i>ESTIMATE</i> 5-YEAR AVERAGE FY 2022 – FY 2026				
CMCOG STBG	CMCOG TAP	CMRTA URBANIZED FORMULA	CMRTA ELDERLY & DISABLED	CMRTA BUS FORMULA
\$14,971,711	\$1,663,407	\$7,480,027	\$693,919	\$798,511

IIJA DIVISIONS A - C

- ; Although the reauthorization is generally a status quo bill:
 - ; It includes some new programs targeted to climate, resiliency, and community impacts, including PROTECT (formula and competitive), and Reconnecting Communities (competitive), Carbon Reduction (formula)

Program	Authorization in IIJA (Over 5 Years)	Funding in IIJA (Over 5 Years)
National Infrastructure Assistance	\$10 billion	\$5 billion
Local & Regional Project Assistance (RAISE)	\$7.5 billion	\$7.5 billion
National Culvert, Removal, Replacement & Restoration	\$4 billion	\$1 billion
Nationally Significant Freight & Highway Projects (INFRA)	\$14 billion	\$8 billion
Strengthening Mobility & Revolutionizing Transportation (SMART)	\$500 million	\$500 million
Bridge Discretionary	\$6.53 billion	\$12.6 billion
Safe Streets & Roads for All	\$1 billion	\$5 billion
Reconnecting Communities Pilot	\$500 million	\$1 billion
Promoting Resilient Operations for Transformative, Efficient, & Cost-saving Transportation (PROTECT) Discretionary	\$1.4 billion	\$1.4 billion
Charging & Refueling Infrastructure	\$2.5 billion	\$2.5 billion
Congestion Relief	\$250 million	\$250 million
Active Transportation Pilot	\$1 billion	\$0
Healthy Streets	\$500 million	\$0
Airport Terminal	\$5 billion	\$5 billion
Railroad Grade Crossing Elimination	\$3 billion	\$3 billion
Consolidated Rail Safety & Infrastructure	\$10 billion	\$5 billion
Federal State Partnership for Intercity Passenger Rail	\$7.5 billion	\$36 billion
Intercity Passenger Rail Restoration & Enhancement Grants	\$250 million	\$250 million
Stopping Threats on Pedestrians	\$25 million	\$0
Section 5339 Bus & Bus Facilities Competitive Grants	\$2.341 billion	\$2.341 billion
Section 5339 No or Low Emission Grants	\$374.6 million	\$375.6 million
Section 5309 Fixed Guideway Capital Investment Grants	\$15 billion	\$8 billion
Reduction of Emissions at Port Facilities	\$250 million	\$400 million
Nationally Significant Federal Land & Tribal Projects	\$1.175 billion	\$275 million
Prioritization Process Pilot	\$50 million	\$50 million
Transportation Resilience & Adaptation Centers of Excellence	\$500 million	\$0
		\$105.44 billion

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IIJA WATER & WASTEWATER

Water and Wastewater Grant Programs	Authorization in IIJA (Over 5 Years)	Funding in IIJA (Over 5 Years)
Drinking Water State Revolving Loan Fund (Formula Grants to States)		
- Formula Grants over 5 years	\$11.7 billion	\$11.7 billion
- Lead Service Line replacement	\$15 billion	\$15 billion
- Emerging Contaminants	\$4 billion	\$4 billion
Clean Water State Revolving Loan Fund (Formula Grants to States)		
- Formula Grant over 5 years	\$11.7 billion	\$11.7 billion
- Emerging Contaminants	\$1 billion	\$1 billion

IIJA – ENERGY

Energy Related Grant Programs	Authorization in IIJA (Over 5 Years)	Funding in IIJA (Over 5 Years)
Energy Efficiency and Conservation Block Grants	\$550 million	\$550 million
Preventing Outages & Enhancing the Reliability of the Electric Grid	5 billion over 5 years • 50% for DOE-administered competitive grants • 50% for state and tribal formula grants	\$5 billion over 5 years • 50% for DOE-administered competitive grants • 50% for state and tribal formula grants
Program Upgrading Our Electric Grid and Ensuring Reliability and Resilience	\$5 billion over 5 years	\$5 billion over 5 years
Smart Grid Investment	\$600 million per year for 5 years	\$600 million per year for 5 years
State Energy Grants	\$500 million over 5 years	\$500 million over 5 years
Rural & Municipal Utility Advanced Cybersecurity Grant & Technical Assistance Program	\$250 Million	\$250 Million

IIJA – BROADBAND

Broadband Grant Programs	Authorization in IIJA (Over 5 Years)	Funding in IIJA (Over 5 Years)
Broadband Equity, Access, and Deployment Grants* - Formula grant to states	\$42.45 billion	\$42.45 billion
State Digital Equity Plans* - Formula grant to states	\$60 million	\$60 million
State Digital Equity Capacity Grants - Competitive Grants (local governments eligible)	\$1.4 billion	\$1.4 billion
Digital Equity Competitive Grant Program - Competitive grants (local Governments eligible)	\$1.25 billion	\$1.25 billion
Middle Mile Grant Program - Competitive Grants (local governments eligible)	\$1 billion	\$1 billion
Affordable Connectivity Benefit - Payments to providers to subsidize service to eligible households	\$14.2 billion	\$14.2 billion
State and Local Cybersecurity Grant Program* - Formula grant to states, with 80% of funds sub-allocated to local governments	\$1 billion	\$1 billion

IIJA - OTHER

IIJA also includes:

- ; \$1.5 billion for Brownfields grants
- ; \$3.5 billion for the Weatherization Assistance Program
- ; \$5 billion for Clean School Bus Grants
- ; \$500 million for Schools Energy Efficiency & Renewable Energy
- ; \$75 million for Consumer Recycling Education & Outreach Grants

IIJA - NEXT STEPS

- ï Monitor state and federal agencies develop plans for competitive grants
 - ï Rule making, comment periods, notice of funding opportunities, etc.
- ï Review grant opportunities and begin developing plans to apply or not apply

IIJA - STRATEGY FOR COMPETITIVE GRANT APPLICATIONS

- i Read detailed summaries and identify projects that are a good match for criteria Congress has set
 - i Prioritize projects that are ready to move quickly, for which the City has identified a match
- i Awareness of Administration priorities for IIJA implementation and project selection
- i Strategic Community Support
 - i Regional partners, coalitions, business community, chambers, etc.
- i Letters of support from Congressional delegation

BUILD BACK BETTER ACT (HR 5376)

BBB includes \$1.75 trillion in new spending over 10 years and changes to the tax code to increase revenue and expand the Child Tax Credit and other similar tax provisions

The House has passed BBB, but the measure has stalled in the Senate

- The congressional leadership is looking at next steps, including consideration of individual provisions included in BBB

BUILD BACK BETTER ACT (HR 5376)

SELECT HIGHLIGHTS (AS PASSED BY THE HOUSE)

- ; \$7.4b - Greenhouse Gas Reduction Grants
- ; \$10b - Superfund
- ; \$5b - Environmental & Climate Justice Grants
- ; \$6.6b for CDBG
- ; \$30b - lead pipe replacement
- ; \$500m - Water Assistance Program

BUILD BACK BETTER ACT (HR 5376)

SELECT HIGHLIGHTS (AS PASSED BY THE HOUSE)

- ; \$3.5b - Weatherization Assistance Program
- ; \$80b - Public Housing Capital
- ; \$34.77b - HOME
- ; \$87b - Section 8
- ; \$100m - Urban Parks Grants

BUILD BACK BETTER ACT (HR 5376)

SELECT HIGHLIGHTS (AS PASSED BY THE HOUSE)

- | \$9.9b - Affordable Housing Access Program
- | \$3.95b - Neighborhood Access & Connectivity Grants
- | \$8b - Economic Development Administration
- | Paid Family & Medical Leave
- | 1-year extension of expanded Child Tax Credit

FY 2022 APPROPRIATIONS

- ; Continuing Resolution expires February 18
- ; Negotiations continue
- ; If there is an agreement, most programs of interest to cities should see modest increases
- ; A year-long CR could complicate implementation of IIJA

FY 2022 APPROPRIATIONS

- i Pending City of Columbia “Community Project”
 - i \$709,000 – Body-worn and In-Care Camera Modernization (Senate)

FY 2023 APPROPRIATIONS

- ; Process will start with the President's budget proposal in early March
- ; Now is the time to start advocating for local priorities (CDBG, HOME, **EECBG**, etc.)

FY 2023 APPROPRIATIONS COMMUNITY PROJECTS

- ; Now is the time to begin identifying FY 2023 “community project” funding requests
- ; Parameters
 - ; In the House, each member limited to 20 total requests
 - ; Each member requesting projects will have 2-4 included in the FY 2023 appropriations bills
 - ; Most projects in the \$100,000 to \$4 million range

FY 2023 APPROPRIATIONS COMMUNITY PROJECTS

- i Projects limited to specific programs
- i Examples:
 - i Police Technology (COPS Technology)
 - i Law Enforcement Equipment & Programs (Byrne Discretionary)
 - i Pre-disaster mitigation
 - i Emergency Operations Centers
 - i Water & Sewer (EPA STAG)
 - i Military construction projects
 - i Transportation (airports, highways, transit)
 - i Economic & Community Development (SBA & HUD EDI)

QUICK REVIEW – OTHER ISSUES

- ; January 6 Committee
- ; Supreme Court Nomination
 - ; Other judicial nominations
- ; R&D/Supply Chain/China Bill (S 1260/HR4521)
 - ; CHIPS Act
 - ; Sister Cities Transparency
 - ; Supply Chains
- ; Administration Regulatory Agenda
 - ; Clean air, clean water, FCC

QUESTIONS & COMMENTS



1212 New York Avenue NW – Suite 250
Washington DC 20005
202-842-5430
ralphg@capitaledge.com
ddehaney@capitaledge.com



We respectfully request Council's approval for this purchase using the SC State Contract # 4400021163 Vendor, Motorola Solutions, at the following cost plus sales tax.

Two MCC7500 Dispatch Console Equipment	
Base Price	\$149,750.00
SC State Taxes	\$7,437.12
PO Total	\$157,187.12

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:

When purchasing through State contracts.

City of Columbia and Motorola Solutions
EOC MCC7500 Dispatch Operator Positions



CONTRACT FOR GOODS and SERVICES

This Contract is being awarded under procurement method SC State Contract # 4400021163.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Motorola Solutions, with legal address and principal place of business at 500 W. Monroe Street, Chicago, IL 60661 (hereinafter referred to as the “Contractor”), to provide MCC7500E dispatch console equipment, programming, installation, and optimization.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SCOPE OF GOODS and SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the goods and services more fully described in Exhibit A, attached hereto.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS and SERVICES** – The City may require supplemental or additional goods and services of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods and services prior to the work being performed. If the Contractor fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Contractor for goods and services performed.

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of one (1) year, with an option to renew for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to renew the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to a renewal of the initial term or any additional term. The determination to renew the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

City of Columbia and Motorola Solutions
EOC MCC7500 Dispatch Operator Positions

The Contractor agrees that the Goods and Services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and services outlined herein.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. All terms and conditions stated in the solicitation remain in effect.

Assurance: The Contractor agrees that the solicitation and all subsequent Contract Document(s) are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the successful performance of the goods and services specified herein.

4. **SCHEDULE FOR COMPLETION OF GOODS and SERVICES** – The Contractor shall complete any and all goods and services performed under this Contract under the direction of the Emergency Management Department.

5. **COMPENSATION**

- A. The compensation to be paid by the City to the Contractor under this Agreement, for MCC7500E dispatch console and services, shall no exceed One Hundred Fifty-Seven Thousand One Hundred Eighty-Seven Dollars and Twelve Cents (\$157,187.12).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SC STATE CONTRACT # 4400021163**

Contractor agrees, under the terms as outlined in the Scope of Goods and Services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment,

City of Columbia and Motorola Solutions
EOC MCC7500 Dispatch Operator Positions

labor, insurance and any other accessories, items and/or services necessary to complete the said project.

7. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all goods and services required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the goods and services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other

City of Columbia and Motorola Solutions
EOC MCC7500 Dispatch Operator Positions

reasons. If such Amendments result in a change in the funding, the scope of goods and services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, “A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official’s, public member’s, or public employee’s official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official’s, public member’s, or public employee’s official responsibilities.

“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for

City of Columbia and Motorola Solutions
EOC MCC7500 Dispatch Operator Positions

employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City

Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1.27.2022

CONTRACTOR

Print

Signature

Date: _____

City of Columbia and Motorola Solutions
EOC MCC7500 Dispatch Operator Positions

List of Exhibits

Exhibit A – Quote

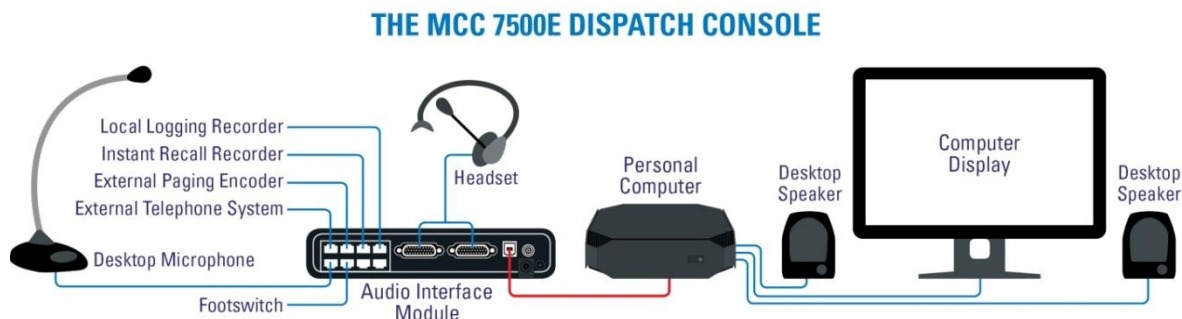
Exhibit B – SC State Contract # 4400021163 Details

Prepared for: City of Columbia EOC
Emergency Operations
July 26, 2021

System Overview

At the request of the City of Columbia, South Carolina, Motorola is providing a quote for two (2) additional MCC7500 Dispatch operator position to be located at the City of Columbia EOC. The console quote includes two MCC7500E dispatch position with capacity for up to 160 radio resources, secure capability with ADP/AES/DES-OFB Encryption algorithms and Enhanced Instant Recall Recorder. The quote also includes Proxy Workstation and software that will allow the proposed MCC7500E operator position to be located outside the Motorola Radio Network. This new MCC7500E dispatch operator position will be located on the City of Columbia network will require connectivity from the City EOC to the current dispatch center located on Laurel Street.

This dispatch position will maintain the same functionality as the current MCC7500 op positions. A Motorola Auxiliary Interface Module (AIM) is part of the quote to allow Dual Headset Jacks, and the Motorola Footswitch to be utilized. A Motorola purpose built USB speaker along with two purpose built USB speakers are part of the accessories for the Operator Position.



Equipment for new Dispatch Center Includes:

- 2 - MCC7500e Dispatch Operator Positions
 - Operator Z2 Mini CPU
 - 22" Monitor
 - 160 Radio Resource Capability License
 - ADP/AES/DES-OFB Encryption Capabilities
 - 2 - MSI Purpose Built USB Speaker
 - MSI Purpose Built USB Gooseneck Microphone
 - Audio Interface Module (AIM)
 - Dual Headset Jacks
 - Enhanced Dual Instant Recall Recorder
 - Footswitch



- 7 port USB Hub
- 1 – MCC7500 Proxy Server
 - Z2 Mini CPU
 - 22" Monitor
 - Proxy Application Software
 - Proxy License

The pricing for this radio dispatch console is based on the design assumptions listed below.

Design Assumptions

- All existing sites or equipment locations will have sufficient space, HVAC, grounding and electrical power, including backup UPS and/or generator power, available for the system described.
- Any site/equipment-location upgrades or modifications, including any site improvements required to meet R56 standards, will be the responsibility of the City.
- The proposed MCC7500 dispatch console will reside outside the Radio Network (RNI) and will be located at the EOC. It is the responsibility of the City of Columbia to provide connectivity, direct or VPN from the EOC to the Richland County/City of Columbia dispatch center. That link must provide connectivity to the Firewall located at the City of Columbia/Richland County dispatch center at Laurel Street.
- The design assumes that the Palmetto800 radio system will be at A2019.2 system release at the time of the implementation of the proposed console.
- The City will be responsible for the 911 connection from EOC to Columbia Richland 911.
- The design does not include any furniture.

Pricing valid through 2-28-22

MCC7500E Console and VESTA 911 Position Equipment and Services:

MCC7500E Op and Proxy Server-hardware	\$92,964.00
Services-programming, installation, optimization	\$56,786.00
Estimated SC Tax	\$7,437 .12
Total	\$157,187.12



SC State Contract Number 4400021163

Annual service after YEAR 1

\$22,087

7-26-2021



EXHIBIT B
PROCUREMENT SERVICES

Contract 4400021163

[Back to Initial Screen](#)

Validity Start 06/01/2018

Validity End 05/31/2023

Target Value \$ 30,000,000.00

Bid Invitation

Contract Notes

Vendor 7000007297

Vendor Address MOTOROLA COMMUNICATIONS & ELEC
1460 MONROE HWY
LANCASTER SC 29720

District LANCASTER

Telephone (803) 847-0657

Minority Status Not Applicable

E-mail

Fax Number

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
HUNTER, KAITLYN	Primary Contact	(803) 847-0657	kaitlyn.hunter@motorolasolutions.com
LYNCH, WAYNE	AREA SALES MANAGER	(803) 730-9092	wayne.lynch@motorolasolutions.com

Contract Items

One Item found.

Item Pricing	
00001	Two way radios Material Group: 72524 - frequency data communication equipment, radio (including identification equipment) Agency: Statewide

[Back to Initial Screen](#)



We Are Columbia

Office of Emergency Management • 1800 Main Street, Columbia, SC 29201 • Phone: 803-545-4296 • Fax: 803-255-8115

To: Sandra Middleton, Director Procurement & Contracts

From: Harry N. Tinsley, Emergency Management Director *HNT*

Date: February 8, 2022

Subject: EOC Computer-Aided-Dispatch Consoles

The Emergency Management Department is requesting the procurement of two Emergency 9-1-1 MCC7500 Dispatch Consoles for the Emergency Operations Center (EOC). The system is an extension of the current Motorola Solutions VESTA 9-1-1 system being used in the Columbia-Richland 9-1-1 Center - Public Safety Answering Point (PSAP).

The EOC currently has very limited communications capacity and operates in the blind as it relates to 9-1-1 calls for service during events, critical incidents and emergencies. This procurement is necessary to ensure essential and effective interoperability and efficient communications with all public safety departments and external agencies during special events, emergencies and disasters. It will give the EOC the capability to effectively manage emergencies, voice & computer aided dispatch information, real-time intelligence operations and enhance the Real-Time Crime Center (RTCC) here in the EOC.

Additionally, with this equipment and dispatch circuits the EOC will have end-to-end capabilities with managing emergencies and potential disasters, allowing tactical dispatchers to have real-time information throughout the system synchronizing emergency operations within the EOC and command operations in the field. It will further enhance the City's resiliency, and public safety and will serve as additional redundancy should the 9-1-1 Center require support and serve as a backup system.

Should you have any questions or require additional please let me know.

Thank you.



CONTRACT FOR GOODS

This Contract is being awarded using the GSA Contract #47QTCA19D00MM.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Synnex Corporation with legal address and principal place of business at 39 Pelham Ridge Drive, Greenville SC 29615 (hereinafter referred to as the “Contractor”), for the purchase of twenty-eight (28) laptops.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods from the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for goods received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)

A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of One Hundred Thirty-One Thousand, Two Hundred Two Dollars and Fifty-Nine Cents, (\$131,202.59).

B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract

Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO GSA CONTRACT #47QTCA19D00MM**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said purchase.

6. **MISCELLANEOUS**

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all goods required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the goods required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City 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 the funding, the scope of services, or schedule of goods, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Synnex Corporation

Witness the parties' respective hands and seals on the date first written above.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
1.27.2022

SYNNEX CORPORATION

 SIGN HERE

Print

Signature

Date: _____

List of Exhibits

Exhibit A – Quote

Exhibit A



QUOTE ORDER INFORMATION
As of 12/6/21

GSA quote	PO/Quote#	Pricing
638217	WQ113107590	Federal Govt SPA(FG)

Bill-to

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

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**

Ship-to

CITY OF COLUMBIA
1136 WASHINGTON
ST. 2ND FLOOR
SUITE 202/204
COLUMBIA, SC 29201

SKU SYNNEXP/N	Mfg. P/N	Description	MSRP/List Price	Availability	GSA Price	Qty	Ext. Price
6456401	VM4PMPJABDBA	GETAC : V110 G6 TAA i7-10510U, Hello Webcam, W 10 Pro x64 16GB RAM + TAA, 256GB PCIe SSD SR (HD LCD + Touchscreen stylus), US KBD + US PC, Membrane Backlit KBD, WIFI + BT, HH, USB Type-A x 2 + USB Type-C x 1 SCrd, Dual batteries, TouchPad 3yb2b	\$4,105.00	Vendor Drop Ship	\$3,049.00	28	\$85,372.00
5094917	GDVNHL	GETAC : V110 Havis Vehicle Dock & Replication with screen stiffener (Black) (DC power adaptor sold separately)	\$959.32	Vendor Drop Ship	\$619.00	28	\$17,332.00
4067866	GAD4L1	GETAC : LIND 12-32V DC vehicle adapter/charger	\$144.95	Vendor Drop Ship	\$131.71	28	\$3,687.88
4166448	GE-SVTBNFX5Y	GETAC : Bumper-to- Bumper + Extended Warranty - Tablet (Year 1,2,3,4 & 5)	\$599.00	Vendor Drop Ship	\$539.00	28	\$15,092.00

TOTAL: \$121,483.88

← → ↻ 🏠 <https://www.synnexcorp.com/us/govsolv/pricing/>

📁 Apps 📄 New Tab 🌐 Kronos Workforce ... 📁 New folder

SYNNEX brings the power of distribution to GSA:

- Dedicated senior public sector sales team
- Onsite legal expertise experienced in all types of government contracting
- Eleven distribution centers strategically located nationwide
- New distribution center in Chantilly, VA, focused on government business
- World-class integration, logistical, and electronic services
- Focused support for small business through our Small Business Alliance



GSA MAS Contract #47QTCA19D00MM
expires 09/26/2024

2GIT BPA #47QTCA21A0026
expires 03/30/2026

WHAT'S NEW??? 5 Point Solutions,
SecureData, DTG, Avocor, Kramer

GSA@SYNNEX.com

- [47QTCA19D00MM GSA Pricelist \(T's & C's\)](#)
- [47QTCA19D00MM Ordering Instructions](#)
- [47QTCA19D00MM Award](#)

GSA MAS Contract 47QTCA19D00MM Price Files:

- [Hardware/Software/Supplies](#)
- [Belkin](#)
- [Black Box](#)
- [Chief & Da-Lite](#)
- [HPE & HPI](#)
- [Quantum](#)



GSA MAS Contract #GS-35F-0563U
expires 09/04/2023

2GIT BPA #47QTCA21A002E
expires 03/30/2026

Featuring: CISCO, Avizia, Ciena,
Radware, Witfoo

WCCGSA@synnex.com

- [GS-35F-0563U GSA Pricelist \(T's & C's\)](#)
- [GS-35F-0563U Ordering Instructions](#)

GSA MAS Contract GS-35F-0563U Price File:

- [GS-35F-0563U Price File](#)

SYNNEX Westcon-Comstor End User License Agreements:

- [Cisco End User License Agreement](#)
- [Cisco WebEx Terms and Conditions](#)
- [Cisco FirePOWER End User License Agreement](#)
- [Cisco FireAMP End User License Agreement](#)

We respectfully request Council's approval for this purchase using the GSA Contract #47QTCA19D00MM Vendor, Synnex Corporation at the following cost.

Twenty-eight Laptops	
Base Price	\$ 121,483.88
SC State Taxes (8%)	\$ 9,718.71
PO Total	\$ 131,202.59

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through cooperative contracts.



CONTRACT FOR VEHICLE PURCHASE

This Contract is being awarded under State Contracts 4400027179 and 4400027118.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Shealys Truck Center Inc., with legal address and principal place of business at 1340 Bluff Road, Columbia, SC 29201 (hereinafter referred to as the “Contractor”), for the purchase of a 2023 Western Star 4700 cab/chassis.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SUPPLEMENTAL OR ADDITIONAL VEHICLES AND/OR SERVICES** – The City may require supplemental or additional vehicles from the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional vehicles and/or services prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for vehicles and/or services received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF VEHICLES** – The Contractor shall deliver any and all vehicles purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of Two Hundred Eighty-Eight Thousand, Seven Hundred Sixteen Dollars and Zero Cents, (\$288,716.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

of vehicles, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACTS 4400027179 AND 4400027118**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish the vehicle as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (2023 Western Star 4700 cab/chassis Specifications) and Exhibit B (Customization Specifications).

6. **MISCELLANEOUS**

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. The Contractor shall be responsible for performance of all services required by this Agreement. The Contractor does not act as the City's agent or employee.
- C. The Contractor will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the

City of Columbia and Shealys Truck Center Inc.

Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City 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 the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Shealys Truck Center Inc.

Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

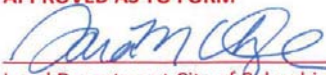
Teresa Wilson, City Manager

Date: _____

SHEALYS TRUCK CENTER INC.

 SIGN HERE

APPROVED AS TO FORM


Legal Department City of Columbia, SC
1/5/2022

Print

Signature

Date: _____

List of Exhibits

Exhibit A – Quote and Specification

Exhibit B – Customization Specification and Itemized Quote

Exhibit A

Prepared for:
Randall Ellswick
COLUMBIA CITY OF
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

S P E C ' D A L T E R N A T I V E S

South Carolina state contract #4400027179 CC-8D cab & chassis 56K GVWR-----	\$143,643.00
Detroit Diesel DD13 370 HP/1,250 lb. ft. torque engine ILO Cummins X12-455-----	(\$ 1,575.00)
Allison 3000RDS transmission ILO Allison 4500 RDS transmission-----	(\$ 13,887.00)
Daimler Trucks North America 2023 year model material surcharge-----	\$ 4,500.00
22' flat body and Builtrite waste grapple furnished by Lee Transport #4400027118-----	\$155,535.00
Total delivered price to City of Columbia, SC for complete unit-----	\$288,216.00
Add \$500.00 South Carolina IMF fee (sales tax) to total amount above.	

Prepared for:
Randall Ellswick
COLUMBIA CITY OF
1136 Washington Street
Columbia, SC 29201
Phone: 803-545-3470

Prepared by:
David Shealy
SHEALY WESTERN STAR
1340 BLUFF RD.
COLUMBIA, SC 29201
Phone: 803-771-0176

SC state contract # 44000 27179 (chassis)
SC state contract # 44000 27118 (body)

Q U O T A T I O N

WESTERN STAR 47X

SET BACK AXLE - TRUCK
DETROIT DD13 GEN 5 12.8L 370 HP @ 1625 RPM, 1900
GOV RPM, 1250 LB/FT @ 975 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION
MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH
DROP SINGLE FRONT AXLE

20,000# TAPERLEAF FRONT SUSPENSION
111 INCH BBC CONVENTIONAL ALUMINUM CAB
6975MM (275 INCH) WHEELBASE
13.0MM X 87.0MM X 311.0MM STEEL FRAME
(0.51X3.43X12.24 INCH) 120 KSI
1625MM (64 INCH) REAR FRAME OVERHANG
0.236 INCH (6.00MM) C-CHANNEL INNER FRAME
REINFORCEMENT

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 288,762	\$ 288,762
EXTENDED WARRANTY		\$ 0	\$ 0
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 288,762	\$ 288,762
TAXES AND FEES			
FEDERAL EXCISE TAX (FET)		\$ (546)	\$ (546)
TAXES AND FEES		\$ 0	\$ 0
OTHER CHARGES		\$ 0	\$ 0
TRADE-IN			
TRADE-IN ALLOWANCE		\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY)	\$ 288,216	\$ 288,216

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Custom Quotation For:

City of Columbia

LEE TRANSPORT EQUIPMENT INC.

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

Billy Bowers

Quote # GS-12132021-J

Date: 12/13/2021

Phone # 803-545-3811

Fax#

PRICING:

(South Carolina State Contract for Flat Bed Dump Bodies Number #4400027118)

Furnish and install South Carolina State Contract flat bed dump body to include:

22' Flat bed body model number PJ-2260 with GS-6630 P22-8C Godwin hoist.

60"- 3/16" High tinsel solid metal headboard and sides with vertical bracing on 24" centers.

60"- High tinsel barn door tailgate with 3/16" AR-450 floor.

12"X 85" Work platform with 6" outside rail installed between crane and body.

6-Corner strobe light system installed, 2-clear in truck grill & 4-amber on rear & sides of body.

ICC Rear bumper and 2-outrigger pad holders installed at front of body near loader.

2-Shovel holder sockets on each side (No tarp system).

ICC Rear bumper with NO hitch.

State Contract 3-way back up camera installed with back up alarm.

State contract powder coat blue paint (City of Columbia Academy blue).

Prentice model 2124 knuckle boom crane installed behind cab with 42" forestry grapple.

Outrigger pads.

Body, Prentice crane, grapple and work platform completely installed.

\$ 136,585.00

Option for Builtrite waste grapple with 360 degree rotation add \$12,885.00.

\$ 18,950.00

Note: Truck dealer to set battery box back 48" from cab for crane mounting.

Note: Truck dealer to have a minimum 16" ground clearance on air tanks and other parts.

Price good for 30 days.

Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while
 in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: Tandem Chassis c/T 220" Paint:

Other Data:

Price: \$ 155,535.00

Special Discount: \$ -

Net Price: \$ 155,535.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 155,535.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers



PROCUREMENT SERVICES

Contract 4400027179

[Back to Initial Screen](#)

Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 4,883,862.00

Bid Invitation [5400021775](#)

Contract Notes

Vendor 7000028278

Vendor Address SHEALYS TRUCK CENTER INC
PO Box 12027
COLUMBIA SC 29211

District LEXINGTON

Telephone (803) 771-0176

Minority Status Not Applicable

E-mail

Fax Number

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BROADWAY, SHAWN	Primary Contact	(803) 351-1878	sbroadway@shealytruck.com
GARDNER, STEVEN	SALES	(803) 201-9257	sgardner@shealytruck.com
SHEALY, BECKY	Emergency Contact	(803) 771-0176	becky@shealytruck.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	11/04/2021 11:37:08 AM

Contract Items

One Item found.

Item Pricing

00005 CC-8D: CAB & CHASSIS, 56,000 GVWR,DUMP
Material Group: 07210 - trucks, cab & chassis only
Agency: Statewide

[Back to Initial Screen](#)



PROCUREMENT SERVICES

Contract 4400027118
[Back to Initial Screen](#)
Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 4,369,110.00

Bid Invitation [5400021785](#)
Contract Notes
Vendor 7000050670
Vendor Address LEE TRANSPORT EQUIP INC
1300 BLUFF RD
COLUMBIA SC 29201

District
E-mail jill@leetransport.net
Telephone (803) 799-7860

Fax Number (803) 765-0535

Minority Status Not Applicable

Home Page <http://www.leetransport.net>
Other URL

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BOLAND, CINDY	SALES	(803) 799-7860	cindy@leetransport.net
DRIGGERS, C.J.	SALES	(803) 414-8080	cjdriggers@leetransport.net
GLOVER, JILL	Primary Contact	(803) 799-7860	jill@leetransport.net
STOWERS, GREG	Emergency Contact	(803) 917-0060	gstowers@leetransport.net
STOWERS, GREG	SALES	(803) 799-7860	gstowers@leetransport.net

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Statement of Award.pdf	10/11/2021 11:32:34 AM

Contract Items

4 Items found, displaying all Items.

Item Pricing

00005	Lot 1 - Dump Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00006	Lot 2 - Platform Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00007	Lot 3 - Utility Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00008	Lot 4 - Slope Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide

[Back to Initial Screen](#)

CONTRACT

City of Columbia, South Carolina

Booker Washington Heights Road Improvements CDBG

Bid015-21-22-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Eurovia Atlantic Coast dba Blythe** with legal address and principal place of business at **3176 Charleston Highway, West Columbia SC 29172**, 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 City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **ninety (90)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated. There will 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 in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Four Hundred Seventy-Six Thousand Eight Hundred Five Dollars and Thirty Cents (\$476,805.30)** This Contract also provides for an additional contingency in the amount of **Forty-Seven Thousand Six Hundred Eighty Dollars and Fifty-Three Cents (\$47,680.53)** 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 Site Map.

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

9.2.8 Conditions of Federal Funding and Federal Labor Standards Provisions for Subrecipients.

9.2.9 Addenda number 1 to 2, 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.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK –
SIGNATURE PAGE FOLLOWS**

Contractor
Eurovia Atlantic Coast dba Blythe

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

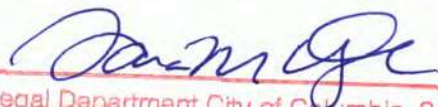
Address for giving notices:
Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, 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	BID015-21-22-LB Addendum 2	Organization	City of Columbia, SC
Event Title	Booker Washington Heights Road Improver	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	11/18/2021 01:00:01 PM (ET)	Phone	
Close Date	12/21/2021 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Eurovia Atlantic Coast LLC dba Blythe	West Columbia	SC	12/20/2021 03:46:07 PM (ET)	1	\$476,805.30
Palmetto Corp of Conway	Conway	SC	12/21/2021 09:27:29 AM (ET)	1	\$564,125.95
Lynches River Contracting, Inc.	Pageland	SC	12/21/2021 08:21:07 AM (ET)	1	\$573,528.75

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

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) / DUNS # & CAGE #	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)
Peek Pavement Markings LLC	V015969	Striping	\$23,555.00	4.94%		
				%		
				%		
				%		
				%		
				%		

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: \$ 23,555.00

TOTAL CONTRACT AMOUNT: \$ 476,805.30

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

Business Name: EUROVIA ATLANTIC COAST LLC DBA BLYTHE

Representative Name/Title: MICHAEL C. CULLIK, VICE PRESIDENT

Date: 12-21-2021

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Evoqua Water Technologies (hereinafter referred to as the "Seller"), for Seller to provide certain goods and related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and services described in Exhibit B, attached hereto. The description of goods and services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2022. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment; Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed One Hundred Thousand, dollars and no/100, (\$100,000.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must

describe the items and show payment calculations. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

☒ GENERAL LIABILITY: The Seller shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.gov.

☐ PROFESSIONAL LIABILITY: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

☐ AUTOMOBILE LIABILITY INSURANCE: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

13. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

14. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

15. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this AGREEMENT, if any, shall not be construed against the City.

16. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

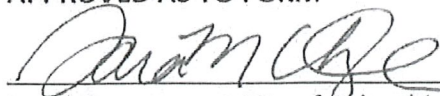
Witness

By: 

Witness

WITNESS

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/2/2021

By: _____

Title: City Manager

Date: _____

Evoqua Water Technologies

SIGN HERE

By: Title: REGIONAL MANAGERDate: 8/17/2022

Exhibit A

Requisition # R211099JUSTIFICATION 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 Metro Wastewater Treatment Plant Division,
(1)
Envirex Jet-Tech, Aqua Lator Systems, Upper/Lower Bearing Assemblies, External Lift Screw Pump,
(2)
all replacement parts, inspections, products, repair/field services, and maintenance
as a sole source procurement from Evoqua Water Technologies
(3)
based upon the following justifications The system for the clarifier, chain, valves, and other connecting
(4)
parts were designed by Evoqua 15 years ago. These items/parts are made especially for our system. The only way to
use another potential vendor is to have someone come in and redesign/replace the entire system. Over the
past two fiscal years we have spent roughly \$793,000 on this system. This does not include any architect/
engineering/design fees. These items are all proprietary equipment for Evoqua. They are the sole source supplier.

This sole source is valid through June 30, 2022Amount \$ 100,000.00

Utilities

Department

Signature of Department Head

07/01/2021

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

8/10/2021

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.



To whom it may concern:

This is to confirm that Evoqua Water Technologies (EWT) is the sole source for Envirex™ Jet-Tech™, and Aqua-Lator™ systems.

We are the OEM, and retain all drawings and proprietary rights. Quoted parts are determined by taking into consideration performance requirements which are specific to the contract. This information can only be obtained from EWT and/or the local area representative.

EWT is the sole source for trained and certified field service techs for our equipment. Heyward-Charlotte Incorporated is our local area representative for installations in North and South Carolina.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in black ink. The signature is written in a cursive style, with the first name "Doug" and the last name "Pimlott" clearly legible. The signature is written in a fluid, connected manner.

Doug Pimlott
Evoqua Water Technologies LLC
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Tel: 262-521-8468
Fax: 262-521-8249
douglas.pimlott@evoqua.com
www.evoqua.com

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu003-21-22-NMJ Metro Wastewater Treatment Plant & Compliance Personnel Training Professional Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Black & Veatch Corporation, (hereinafter referred to as the “Engineer,”), to provide training services for the Metro WWTP Industrial Pretreatment Program and Stormwater Program for the City of Columbia, SC.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Engineer shall provide the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

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4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* initial term of two (2) years, with the option to continue with work at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

6. **COMPENSATION** – (See Exhibit B)

A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Hundred One Thousand, Four Hundred Forty-Nine Dollars and No/100 (\$101,449.00).

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and

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that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

Failure of the Engineer to follow these invoice requirements will result in the delay of payment of the invoice.

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that

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it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Engineer debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Engineer or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

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The Engineer must comply with the affirmative action terms and conditions as outlined herein. The Engineer, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

The Engineer will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) - **Non-applicable**– The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that

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the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Engineer shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Engineer shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Engineer shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Engineers Worker Compensation Insurance. The Engineer shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Engineer shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000)

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dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured, except for Worker's Compensation and Professional Liability*.

- C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Engineer, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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The Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.
- B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineer s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.
- C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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- D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

11. **INTEREST OF ENGINEER** – The Engineer covenants that Engineer presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Engineer is expected to make Engineer 's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Engineer has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

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- B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

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14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Black & Veatch Corporation

Name: Don E. Franklin, P.E.
Title: Senior Engineering Manager, Water
Address: 1411 Gervais Street, Suite 125
Columbia, SC 29201
Phone: 803-403-8603
Email: FranklinDE@BV.com

16. **CONSENT DECREE - Non-Applicable**

- A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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- B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent

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Decree except in the event of force majeure notice by the Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineer's failure to perform pursuant to the Agreement.

- E. The Engineer shall perform the services pursuant to this Agreement using sound Engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.
- C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

The Engineer shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The

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Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

- F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City 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 the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Engineer.

- G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.

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- J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Engineer shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Engineer shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act,

Black & Veatch Corporation
Columbia Metro WWTP IPP and Stormwater Compliance Training

- 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Engineer's operations, including, but not limited to the Engineer's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

Black & Veatch Corporation
Columbia Metro WWTP IPP and Stormwater Compliance Training

Witness the parties' respective hands and seals on the date first written below.

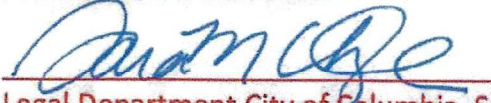
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
1/13/2022

BLACK & VEATCH CORPORATION

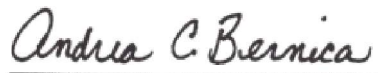
Assoc. Vice President
William J. Wells/
Print: Name/Title


Signature

Date: 1/18/22

(Corporate Seal)

Attest



Signature



Date: 1/18/22

Black & Veatch Corporation
Columbia Metro WWTP IPP and Stormwater Compliance Training

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule for Completion of Services

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A
SCOPE OF SERVICES
BLACK & VEATCH CORPORATION
COLUMBIA METRO WWTP IPP AND STORMWATER COMPLIANCE TRAINING

Project Description: Black & Veatch (Engineer) will serve as the City of Columbia's (City's) professional engineering representative in those phases of the Project to which this Agreement applies and will provide consultation and advice to the City during the performance of their services. The Engineer will provide training services for the Metro WWTP Industrial Pretreatment Program and Stormwater Program.

Major components of the Project include:

- Industrial Pretreatment Program (IPP) Staff Training
- Stormwater Compliance Staff Training
- IPP SOP and Permit Review

Work shall begin upon execution of this Agreement, and work under any other phase shall proceed only after the City has authorized the Engineer in writing to proceed.

Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

Engineer will provide the following specific tasks to perform the Project:

TASK 100 – PROJECT ADMINISTRATION

110. General Project Administration

Engineer will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, Engineer will:

- a. Participate in a project initiation meeting to confirm Owner's requirements for the Project, review pertinent available data, review project staffing and organization, and present and review work plan/schedule.
- b. Prepare and distribute meeting minutes for project meetings.
- c. Provide monthly invoicing and schedule updates pertaining to Engineer's portion of the work to the City.
 - Provide monthly progress reports.
 - Project administration will continue for the duration of the project.
- d. Engineer will provide electronic file documentation of project progress, schedules, meeting minutes, decisions, deliverables, design and management of the project for the City's project records.

TASK 200 - INDUSTRIAL PRETREATMENT PROGRAM (IPP) STAFF TRAINING

Engineer will provide IPP Staff training on updated IPP program and standard operating procedures (SOPs) by performing the following tasks:

210. IPP Training Material Development

- a. Engineer will prepare training content on the previously updated IPP SOPs including:
 - SOP # WW-COMPL-01: Wastewater Survey
 - SOP # WW-COMPL-02: Site Visits and Inspections
 - SOP # WW-COMPL-03: Industrial User Permitting
 - SOP # WW-COMPL-04: DMR Processing and Analysis
 - SOP # WW-COMPL-05: Sampling and Monitoring Activities
 - SOP # WW-COMPL-06: Flow Monitoring Activities
 - SOP # WW-COMPL-07: Establishing Mass-Bass Local Limits
- b. Materials for each training session will be developed as follows:
 - Draft training session outlines and slides and deliver electronically to the City for review. Training content will be in the format of a slide presentation developed in Microsoft PowerPoint. Training will include questions/testing to confirm attendee are understanding concepts.
 - Conduct teleconference to discuss the City's review comments of training materials.
 - Finalize training materials for updated SOPs.
 - Provide a hard copy of the session's slide presentation for each trainee for insertion into a binder of compiled training sessions.
 - Provide final training outline for continuing education credit documentation.
 - Provide final SOPs to Wastewater Compliance Manager.

220. IPP Staff Training

Engineer will deliver IPP Training to the City staff as follows:

- a. Training content will be delivered on-site at the Columbia Metro Treatment Plant by the Senior Process Engineer.
- b. Four (4) separate half (1/2) day training sessions are anticipated.
 - IPP SOPs will be presented in three classroom training sessions.
 - A field demonstration study will be conducted at an industrial facility in one off-site session for site inspection SOPs
 - A field demonstration study will be conducted at an industrial facility for flow metering and sampling activities.
- c. Each training session to be approximately four (4) hours.
- d. Lunch will be provided for attendees.
- e. Continuing education credit will be provided for attendees.
- f. City to provide the training facility and projection equipment for each classroom session.

230. Subsequent IPP Staff Training

Following the initial training material development and staff training in the previous tasks, the Engineer will deliver subsequent IPP Staff Training annually at the City's request. This scope of work includes one (1) round of subsequent training sessions to be conducted in year 2 of this agreement as follows:

- a. Conduct teleconference with the City to discuss any updates required on the training materials developed and delivered in Tasks 210 and 220.
- b. Incorporate updates to the training materials. The core slides developed in Task 210 will be used and only minor updates to the slides are anticipated.
- c. Deliver training sessions as described in Task 220.

If the City elects to extend this agreement beyond the initial two year agreement, annual training sessions will be added as additional services.

TASK 300 – STORMWATER COMPLIANCE STAFF TRAINING

Engineer will provide Stormwater staff training in compliance with the City's SWPPP guidelines and Industrial Wastewater Permit requirements by performing the following tasks:

310. Stormwater Compliance Training Material Development

- a. Gather and review the existing South Carolina Department of Health and Environmental Control (SCDHEC) NPDES General Permit for Stormwater Discharges Associated with Industrial Activities (SCR000000). The City will provide copies of the existing Stormwater Pollution Prevention Plan (SWPPP). Consultant will review aforementioned regulatory documents for preparation of training materials in the subsequent task.
- b. Develop training materials and associated compliance forms/assessments based on the City's requirements. Materials will be developed for a 1-hour training session, which will be conducted per Task 320.
 - Develop training session outlines and slides and deliver electronically to the City for review. Training content will be in the format of a slide presentation developed in Microsoft PowerPoint.
 - Conduct teleconference to discuss the City's review comments of training materials.
 - Finalize training materials based on comments from the City.
 - Develop compliance materials, including handouts, evaluation, and sign-in sheet.
 - Provide a hard copy of the session's slide presentation for each trainee.

320. Stormwater SWPPP Staff Training

Engineer will deliver Stormwater SWPPP Training to the City staff as follows:

- a. Training content will be delivered on-site at the Columbia Metro Treatment Plant by the Stormwater Engineering Manager.

- b. Four (4) separate one (1) hour training sessions are anticipated. These will likely be held 2 per day for two days to cover all appropriate shifts and personnel.
- c. Continuing education credit will be provided for attendees.
- d. City to provide the training facility and projection equipment for each classroom session.
- e. Provide one hard copy of the session's slide presentation for the City's records.

330. SWPPP Update

Once the final Industrial Stormwater General Permit (SCR000000) is issued by SCDHEC, Engineer will review finalized permit and compare to the City's current SWPPP for the Metro WWTP to provide information regarding compliance with new requirements, as described in the following tasks. This task is included to be conducted in year 2 and is included in the year 2 budget:

- a. Review SWPPP and provide recommendations and updates for compliance with current SCDHEC stormwater regulations (permit) and submit to City for review.
- b. Conduct teleconference with the City to discuss recommendations for the City's SWPPP update.

340. Subsequent Stormwater SWPPP Staff Training

Following the initial training material development and staff training in the previous tasks, the Engineer will deliver subsequent Stormwater SWPPP Staff Training annually at the City's request. This scope of work includes one (1) additional round of training sessions to be conducted in year 2 of this agreement as follows:

- a. Conduct teleconference with the City to discuss any updates required on the training materials developed and delivered in Tasks 310 and 320 and from the SWPPP Update performed in Task 330.
- b. Incorporate updates to the training materials. The core slides developed in Task 310 will be used and only minor updates to the slides are anticipated.
- c. Deliver training sessions as described in Task 330.

If the City elects to extend this agreement beyond the initial two year agreement, annual training sessions will be added as additional services.

TASK 400 - IPP INSPECTION AUDIT

As a follow-up to IPP Staff Training, the Engineer will assess the training effectiveness by conducting audits of City staff conducting various SOPs. Each staff member will be audited on the activities related to a specific SOPs. This scope of work includes two (2) rounds of the audit tasks below to be conducted annually in years 1 and 2 of the agreement if scheduled by the City.

- a. Review documentation for permit development
- b. Observe activities related to processing DMR
- c. Accompany City staff on two (2) ½-day on-site industrial surveys/flow monitoring/sampling activities.

- d. Provide written feedback on observed actions taken during the survey for compliance with the City's IPP SOPs.

If the City elects to extend this agreement beyond the initial two year agreement, annual IPP inspection audits will be added as additional services.

TASK 500 – IPP SOP & PERMIT REVIEW

Engineer will assist the City on an on-call basis with application of the current IPP Standard Operating Procedures (SOPs) to industrial users and other pretreatment consultation as needed by the City. This scope of work includes up to 40 hrs annually for the Engineer's Senior Process Engineer to assist the City with this task.

PROJECT SCHEDULE

The overall project schedule is approximately 2 years. Engineer proposes to perform the services as detailed in the Scope of Services per the attached detailed project schedule attached as Exhibit D.

ADDITIONAL SERVICES

The City reserves the right to amend this Contract so that Engineer may furnish additional services if specified in the Task Order. For additional services rendered, compensation to the Engineer shall be negotiated with the City. No additional services will be performed without written approval from the City.

Additional services that are not included in this scope of services that the City might choose to add include, but are not limited to, the following items.

- a. General:
 - Security Assessments.
 - Renderings or photo realistic drawings.
 - Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- b. Environmental Assessment:
 - Environmental assessment reports and/or environmental impact statements.
 - Flood Study or Flood Impact Analysis.
 - Cultural resources and/or archaeological study and reports.
 - Archaeological consultations regarding artifacts that may be uncovered during construction.
- c. Testing:
 - Quality control testing services during construction not specifically included in scope of services.
 - Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
- d. Hazardous Environmental Conditions:
 - Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
 - Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.
- e. Public Outreach and Notifications
- f. Geotechnical and subsurface utility investigations
- g. Field surveying.
- h. Permitting fees.
- i. Property and easement acquisition.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

- a. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.
- b. Access to public and private property when required in performance of the Engineer's services.
- c. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).

EXHIBIT B
COMPENSATION
BLACK & VEATCH CORPORATION
COLUMBIA METRO WWTP IPP AND STORMWATER COMPLIANCE TRAINING

For the services outlined in Exhibit A of this Task Order, the City agrees to pay the Engineer as follows:

- A. For Tasks 100 through 300, compensation shall be based on percent complete of the lump sum amounts indicated in the Task Summary table below for a total lump sum amount of \$75,449.
- B. For Tasks 400 through 500, compensation shall be based on the attached hourly rate schedule included in Exhibit C, plus any subcontractor billings times 1.05 and reimbursable expenses, with a total not to exceed amount of \$26,000.
- C. The maximum billed for these services shall not exceed \$101,449 as stated above without further authorization from the City. An estimated breakdown of each task is included in the following Task Summary Table:

Task Description		Year 1	Year 2	Total
Lump Sum Tasks 100-300				
Task 100 - General Project Administration		\$5,534	\$5,103	\$10,637
Task 200 - Industrial Pretreatment Program Staff Training		\$30,167	\$15,258	\$45,425
Task 300 - Stormwater Compliance Staff Training		\$10,230	\$9,157	\$19,387
Subtotal Lump Sum Tasks		\$45,931	\$29,518	\$75,449
Billing Rate Task 400				
Task 400 - IPP Inspection Audit		\$4,000	\$4,000	\$8,000
Task 500 - IPP SOP/Permit Review - On call		\$9,000	\$9,000	\$18,000
Total All Tasks		\$58,931	\$42,518	\$101,449

- D. Work on these tasks will begin upon written notification by the City to proceed.
- E. For supplemental services, a lump sum amount, or based on the attached hourly rate schedule (Exhibit C), plus reimbursable expenses times 1.05, except airfare and travel expenses, which will be billed at cost; plus subcontract billings times 1.05. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

Each item of supplemental services shall be established and approved in writing before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established and approved for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.

- F. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs. The entire amount of each statement shall be due and payable upon receipt by the City.

EXHIBIT C- PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	METRO WWTP COMPLIANCE TRAINING	482 days	Mon 2/28/22	Sun 12/31/23
2	Notice to Proceed	1 day	Mon 2/28/22	Mon 2/28/22
3	TASK 100 - GENERAL PROJECT ADMINISTRATION	1 day	Tue 3/8/22	Tue 3/8/22
4	110A - Project initiation meeting conf call	1 day	Tue 3/8/22	Tue 3/8/22
5	TASK 200 - IPP STAFF TRAINING - YEAR 1	41 days	Mon 4/25/22	Mon 6/20/22
6	210 IPP Training Material Development	21 days	Mon 4/25/22	Mon 5/23/22
7	Training Outline and content slides	20 days	Mon 4/25/22	Fri 5/20/22
8	Review Meeting with City	1 day	Mon 5/23/22	Mon 5/23/22
9	220 IPP Staff Training	16 days	Mon 5/30/22	Mon 6/20/22
10	IPP Staff Training Session 1	1 day	Mon 5/30/22	Mon 5/30/22
11	IPP Staff Training Session 2	1 day	Mon 6/6/22	Mon 6/6/22
12	IPP Staff Training Session 3	1 day	Mon 6/13/22	Mon 6/13/22
13	IPP Staff Training Session 4	1 day	Mon 6/20/22	Mon 6/20/22
14	TASK 300 - IPP STAFF TRAINING - YEAR 2	21 days	Mon 3/27/23	Mon 4/24/23
15	210 IPP Training Material Development	1 day	Mon 3/27/23	Mon 3/27/23
16	Review Meeting with City	1 day	Mon 3/27/23	Mon 3/27/23
17	230 Subsequent Year IPP Staff Training	16 days	Mon 4/3/23	Mon 4/24/23
18	IPP Staff Training Session 1	1 day	Mon 4/3/23	Mon 4/3/23
19	IPP Staff Training Session 2	1 day	Mon 4/10/23	Mon 4/10/23
20	IPP Staff Training Session 3	1 day	Mon 4/17/23	Mon 4/17/23
21	IPP Staff Training Session 4	1 day	Mon 4/24/23	Mon 4/24/23
22	TASK 300 - STORMWATER COMPL TRAINING - YEAR 1	39 days	Wed 3/9/22	Mon 5/2/22
23	310 Stormwater Training Material Development	21 days	Wed 3/9/22	Wed 4/6/22
24	Training Outline and content slides	20 days	Wed 3/9/22	Tue 4/5/22
25	Analyze Slides	1 day	Wed 4/6/22	Wed 4/6/22
26	320 Stormwater Compl Staff Training	16 days	Mon 4/11/22	Mon 5/2/22
27	SW Staff Training Session 1	1 day	Mon 4/11/22	Mon 4/11/22
28	SW Staff Training Session 2	1 day	Mon 4/18/22	Mon 4/18/22
29	SW Staff Training Session 3	1 day	Mon 4/25/22	Mon 4/25/22
30	SW Staff Training Session 4	1 day	Mon 5/2/22	Mon 5/2/22
31	TASK 300 - STORMWATER COMPL TRAINING - YEAR 2	29 days	Wed 2/8/23	Mon 3/20/23
32	310 Stormwater Training Material Development	1 day	Wed 2/8/23	Wed 2/8/23
33	Review Meeting with City	1 day	Wed 2/8/23	Wed 2/8/23
34	330 SWPP Review and Comment	10 days	Thu 2/9/23	Wed 2/22/23
35	Receive updated SWPPP from City	5 days	Thu 2/9/23	Wed 2/15/23
36	Review SWPPP, Prepare and Deliver comments	5 days	Thu 2/16/23	Wed 2/22/23
37	340 Subsequent Year Stormwater Compl Staff Training	16 days	Mon 2/27/23	Mon 3/20/23
38	SW Staff Training Session 1	1 day	Mon 2/27/23	Mon 2/27/23
39	SW Staff Training Session 2	1 day	Mon 3/6/23	Mon 3/6/23
40	SW Staff Training Session 3	1 day	Mon 3/13/23	Mon 3/13/23
41	SW Staff Training Session 4	1 day	Mon 3/20/23	Mon 3/20/23
42	TASK 400 - IPP Inspection Audits - YEAR 1	6 days	Mon 5/2/22	Mon 5/9/22
43	IPP Inspection Audit 1 - Year 1 (If requested by City)	1 day	Mon 5/2/22	Mon 5/2/22
44	IPP Inspection Audit 2 - Year 1 (If requested by City)	1 day	Mon 5/9/22	Mon 5/9/22
45	TASK 400 - IPP Inspection Audits - YEAR 2	6 days	Mon 5/1/23	Mon 5/8/23
46	IPP Inspection Audit 1 - Year 2 (If requested by City)	1 day	Mon 5/1/23	Mon 5/1/23
47	IPP Inspection Audit 2 - Year 2 (If requested by City)	1 day	Mon 5/8/23	Mon 5/8/23
48	TASK 500 - IPP SOP/PERMIT REVIEW - ON CALL YEAR 1	239 days	Tue 3/1/22	Tue 1/26/23
49	TASK 500 - IPP SOP/PERMIT REVIEW - ON CALL YEAR 2	261 days	Mon 1/2/23	Sun 12/31/23

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) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	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)
N/A				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**AM** – Asian American Male**BF** – African American Female**BM** – African American Male**FB** – Non-Minority Female Owned**HF** – Hispanic American Female**HM** – Hispanic American Male**NF** – Native American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$** \$0 **TOTAL CONTRACT AMOUNT: \$** \$101,449

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

Business Name: - Black & Veatch Corporation

Representative Name/Title: Don Franklin, Senior Engineering Manager

Date: 1/6/2022

AECOM Technical Services, Inc.
Horseshoe Booster Pump Station Improvements WM4140



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-19-20 Major and Minor Water Distribution System and Water Treatment Plant Project

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and AECOM, (hereinafter referred to as the "Consultant"), to finalize the project plans and specifications for the Horseshoe Booster Pump Station Improvements for the City of Columbia, SC.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

AECOM Technical Services, Inc.
Horseshoe Booster Pump Station Improvements WM4140

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of four (4) years, with the option to continue with work at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

6. **COMPENSATION** – (See Exhibit A)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Three Hundred and Twenty-Eight Thousand, Nine Hundred and Ninety Dollars No/100 (\$328,990.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit B hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

AECOM Technical Services, Inc.
Horseshoe Booster Pump Station Improvements WM4140

that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers,

AECOM Technical Services, Inc.
Horseshoe Booster Pump Station Improvements WM4140

canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important

AECOM Technical Services, Inc.
Horseshoe Booster Pump Station Improvements WM4140

endeavor.

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>20.00</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.00%

The Consultant must comply with Mentor-Protégé Program Guidelines. The

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Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit C.

8. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

11. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Consultant is expected to make Consultants services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

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- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

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14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
 Title: Purchasing Agent
 Address: 1800 Main Street
 Second Floor
 Columbia, SC 29201
 Phone: (803) 545-3470
 Fax: (803) 758-1013
 Email: procurement@columbiasc.gov

AECOM Technical Services, Inc.

Name: Craig Metts
 Title: Associate Vice President
 Address: 1999 Avenue of the Stars Suite
 Los Angeles, CA 90067
 Phone: 803-240-1000
 Fax: 803-771-6676
 Email: craig.metts@aecom.com

16. **CONSENT DECREE - Non-Applicable**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit A attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent

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Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.

- E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The

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Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City 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 the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.

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- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy

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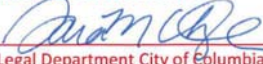
- Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant operations, including, but not limited to the Consultant employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/19/2022

AECOM TECHNICAL SERVICES, INC.

_____	_____	Date: _____
Print: Name/Title	Signature	

(Corporate Seal)

Attest

_____	Date: _____
Signature	

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List of Exhibits

Exhibit A – Scope of Services/Schedule/Compensation

Exhibit B – Business Information Statement for Subconsultants/Subcontractors

Exhibit C – Mentor Protégé Implementation Plan

EXHIBIT A
SCOPE OF SERVICES
CITY OF COLUMBIA HORSESHOE BOOSTER PUMP STATION
DESIGN AND CONSTRUCTION IMPROVEMENTS
CIP# WM4140

Project Description

AECOM proposes to finalize the project plans and specifications for the Horseshoe Booster Pump Station improvements. The initial contract for this project was issued by the City of Columbia on September 21, 2012. Throughout the life of this project it has been placed on hold several times. At this time the City has requested that the design of this project be finalized, including securing required permits for construction approval. Following are the modifications that will be addressed within the overall finalized project scope of services:

- Replacement of existing pumps.
- Piping modifications to bring the piping into compliance with Hydraulic Institute Standards/
- Replacement of existing control valves with electrically actuated pump control valves.
- Sequencing plans to address ability to maintain uninterrupted operation of the pump station during construction activities.
- Water quality monitoring station.
- New hatch on the existing venturi vault.
- New generator and associated gear.
- New Electrical Building to house electrical equipment and provide proper conditioning of the building and gear.
- Upgrade of existing pump station to provide new mechanical and electrical components.
- Upgrades to existing SCADA system
- Site improvements, including fencing, grading, concrete paving for improved accessibility, new drive entrance, yard piping, etc.

Task 1 – Project Kickoff and Administration

Services provided by AECOM under Task 1 include:

- Conduct a project kickoff meeting with the City.
 - Review most recent versions of plans and specifications.
 - Identify equipment and operational changes made since the last version of the design documents were completed.
 - Confirm overall accuracy of current design prior to moving forward with finalizing documents.
- Review information from the City on new property acquisitions that will facilitate modifications to the ingress/egress at the site.
- Coordinate sub-consulting services for electrical design, structural design and mechanical design.
- Coordinate with Atlantic South and comply with the City of Columbia's Mentor Protégé Program.
 - Develop and negotiate a Mentor Protégé Agreement.
 - Develop a Mentor Protégé Business Plan.
 - Submit required documentation to the City for review and approval, including business and implementation plans.
 - Schedule and attend quarterly developmental meetings.
 - Furnish information, quarterly and year end reports in compliance with the City's program.

- Document and maintain copies of communications between the mentor and protégé.

Task 2 – Finalize Plans, Specifications and Permitting

Services provided by AECOM under Task 2 include:

- Update survey data, including incorporation of information related to the property acquisition, access drive alignment, etc. Survey will be based on South Carolina State Plane System (NAVD83) and topographic information will be tied to mean sea level (NAVD 88) datum.
- Update plans and specifications to reflect any changes noted to existing conditions and to also capture directives from the project kickoff meeting.
- Update of discipline designs to confirm compliance with the latest industry standards and requirements (process, mechanical, electrical, and structural).
- One (1) status meeting to review the documents upon an approximate 90% completion of the overall project update.
- Prepare an estimate of probable construction costs. AECOM has no control over the cost of labor, materials, equipment or the Contractors' methods of determining price or competitive bidding. We cannot guarantee that proposals, bids or the project construction costs will not vary from the opinion of probable construction cost for the project.
- Prepare application packages and secure approvals from the following anticipated regulatory agencies:
 - Richland County Permitting (zoning, stormwater, etc.)
 - City of Columbia (landscaping requirements)
 - SCDHEC Construction Permit
 - SCDHEC Land Disturbance NOI
 - Encroachment Permit (access drive)
 - City of Columbia will pay for all permit and approval fees.

Task 3: Final Bidding Documents and Bidding Assistance

Services provided by AECOM under Task 3 include:

- Submit electronic documents (final design package, including plans, specifications, permits, etc.) to the City for posting on the City's online site for advertisement and bidding.
- Attend the City's virtual pre-bid meeting.
- Review bids received and prepare a recommendation of award to the City.
- Prepare and issue addenda if needed during the bid process.

Task 4: Construction Administration, Observation and Closeout Services

AECOM will provide part time construction observation during the estimated 18 month construction period of the project. AECOM and the City will jointly decide responses to questions that may arise as to quality and acceptability of materials furnished and work performed by the contractor.

Services provided by AECOM under Task 4, Construction Administration, Observation and Closeout Services include:

- Prior to commencement of construction of the Project, assist the City with scheduling and conducting a preconstruction conference to discuss contract requirements, establish communication protocols and other related construction issues for the project. Prepare and issue agenda for the meeting and prepare minutes after the meeting.
- Review contractor's pay requests and make recommendations to the City for payment. Recommendations for periodic construction progress payments to the Contractor will be based on AECOM's knowledge, information, and belief from selective observation and sampling that the work has

progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the AECOM to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that AECOM has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work materials or equipment has passed to the City free and clear of all liens, claims, security interests or encumbrances; or that there are no other matters at issue between the City and Contractor that affect the amount that should be paid.

- Review shop drawings, material and equipment submittals provided by the contractor for the Project. Review shall be only for conformance with the information given in the Contract Documents and for compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.
- Conduct construction progress meetings on a monthly basis, eighteen (18) total are anticipated for the project.
- If a construction change order is required, prepare, approve and submit proposed change order request to the City for approval.
- Prepare and furnish to the City one complete set of plans, drawings and/or maps showing the Project as constructed. These plans, drawings and/or maps shall be marked "Record Drawings." Record Drawings will be developed from field records kept by the construction contractor. Record Drawings will be delivered within 60 days of the contractors final submitted pay request. The drawings will be provided in electronic pdf format.
- Part time construction observation for the anticipated 18 month project are budgeted as follows:
 - Senior Project Manager – 6 hours per month.
 - Senior Design Associate – 16 hours per month.
 - Atlantic South Project Representative – 10 hours per month.
 - The purpose of AECOM 's visits and representation by the Project Representative at the site will enable AECOM to meet the requirements of the South Carolina Department of Health and Environmental Control's "Permit to Construct", to provide the City a greater degree of confidence that the completed work of the contractor will conform generally to the Project plans and specifications and that the integrity of the design concept as reflected in the Project plans and specifications has been implemented and preserved by the contractor. AECOM shall not, during such visits or as a result of such observations of the contractor's work, supervise, direct or have control over the contractor's work nor shall AECOM have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, for safety precautions and programs incident to the work of the contractor or for any failure of the contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the contractor furnishing or performing its work. Accordingly, AECOM can neither guarantee the performance of the construction contracts by the contractor nor assume responsibility for the contractor's failure to furnish and perform its work in accordance with the contract documents.
 - Upon completion of construction, the engineer will review the final work and prepare a punch list of items that do not meet the requirements of the contract or have not been successfully completed. The punch list will be submitted to the City and Contractor, with the anticipation of the contractor successfully addressing all punch list items prior to final payment by the City.
- Assist the City with post construction services, such as warranty related items, during the contractors warranty period. AECOM has budgeted 12 hours of Senior Project Manager time and 12 hours of Senior Design Associate time for this service.
- Apply for a SCDHEC permit to operate.

If the project goes beyond the construction periods, AECOM shall be entitled to additional compensation for Construction Administration and Observation Services. Additional services can be paid on an hourly basis in accordance with the AECOM hourly rate schedule that is current when the additional work is authorized.

Special Services

In addition to the foregoing services, the following special services may be required, but are not budgeted for in the proposed fee:

- Wetlands determination, delineation, surveying and permitting.
- Laboratory tests, well tests, specialized geological, hydraulic or other studies may be recommended by AECOM.
- Other than those identified within the Scope of Services, necessary preparation of sketches, maps, plats, etc., for easements or litigation shall be provided by AECOM, if requested by the City.
- Redesign done by AECOM at the request of the City.
- Services during re-advertisement for bids for construction.
- Applications for encroachment permits within railroad rights-of-way.
- City and/or County Planning Commission or other planning authority approvals not specifically provided for in the Scope of Services.
- Preparation of plans and specifications for "Alternate" bid items.
- Assistance with administering "Liquidated Damages" or other construction penalties.
- Construction contract negotiations after bids are received.
- Other assistance or services as requested by the City and not specifically provided for herein.

Compensation

Tasks 1, 2 and 3 (Project Kickoff and Administration; Finalize Plans, Specifications and Permitting; Final Bidding Documents and Bidding Assistance) as described above will be compensated on a lump sum basis in the amount of \$96,440. Invoicing will be submitted as an estimated percent complete of each of the major task items.

Task 4 – Construction Administration, Observation and Closeout Services will be performed on a Time and Materials basis based upon the Hourly Rate Schedule of Exhibit A. Expenses will be billed as a pass through cost with no additional percentage mark-up applied. The estimated budget for these services is \$232,550.

Task Description	Mentor	Protege	Total
Lump Sum Tasks 1 - 3			
Task 1 – Project Kickoff and Administration	\$13,065	\$1,400	\$14,465
Task 2 – Finalize Plans, Specifications and Permitting	\$54,180	\$21,200	\$75,380
Task 3 – Final Bidding Documents and Bidding Assistance	\$6,155	\$440	\$6,595
Subtotal Tasks 1 – 3	\$73,400	\$23,040	\$96,440
Billing Rate Task 4			
Task 4 – Construction Administration, Observation and Closeout Services	\$189,792	\$42,758	\$232,550
Subtotal Task 4	\$189,792	\$42,758	\$232,550
Total All Tasks	\$263,192	\$65,798	\$328,990
% of Contract to Protégé		20.00%**	

**AECOM commits to meeting the City's goal of a minimum of 20% allocation to our Protégé. The fee breakdown by task as listed above are approximate and may change depending upon the final negotiated breakdown of work load tasks with the Protégé.

Schedule

AECOM is prepared to begin work on this project once issued a Notice to Proceed with an executed contract. Following is a breakdown of the anticipated schedule of the overall project:

- We anticipate that project kickoff and administration thru finalization of the plans, specifications and project permitting will be completed within eighteen (18) months of the NTP from the City.
- It is anticipated that preparation of the final bid documents, advertisement, bidding and construction award process will take six (6) months.
- Construction of the project, including construction administration and observation services, is anticipated to last for a period of eighteen (18) months
- Project closeout is anticipated to last six (6) months.

The overall total project schedule is anticipated to last for a total of forty-eight (48) months, or four (4) years.

Terms and Conditions

- Neither Party shall be liable to the other Party for incidental, special, indirect or consequential damages.
- Consultant's total liability for any loss or damage arising out of or in connection with the performance of services or any other cause, regardless of the legal theory under which such liability is imposed, shall not exceed the total compensation received by Engineer hereunder.
- Opinions relating to inspection services may be based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Certifications, opinions, conclusions, or recommendations made by Engineer during the performance of services are statements of professional opinion and do not constitute a warranty or guarantee of any kind

AECOM TECHNICAL SERVICES, INC.
HOURLY RATE SCHEDULE

Schedule 2022

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor

	Rate per Hour
Department Head/Vice President	\$265.00
Senior Project Manager (M3)	\$230.00
Senior Environmental Scientist	\$190.00
Project Manager (M2)	\$200.00
Senior Project Engineer	\$180.00
Senior Environmental Health & Safety Manager	\$160.00
Project Manager (M1)	\$160.00
Project Engineer 2	\$155.00
Senior Design Associate	\$155.00
Senior Hydro Geologist	\$130.00
Environmental Scientist 2	\$130.00
Project Engineer 1	\$140.00
Senior Design Technician	\$120.00
Environmental Scientist 1	\$100.00
Engineering Associate	\$110.00
Project Administration	\$120.00
Project Representative	\$105.00
Design Technician	\$95.00
CADD	\$90.00
Administrative Services	\$85.00
Student Intern	\$75.00

Survey & GIS Services

Regional Survey Manager	\$185.00
Senior Survey Manager	\$155.00
Survey Manager	\$145.00
Survey Project Manager	\$125.00
Survey Technician	\$105.00
Survey Crew Chief	\$90.00
Survey Instrument Operator	\$60.00

Senior GIS Project Manager	\$165.00
GIS System Designer	\$160.00
GIS Project Manager	\$140.00
GIS Specialist IV	\$120.00
GIS Specialist III	\$110.00
GIS Specialist II	\$100.00
GIS Specialist I	\$90.00
GIS Technician III	\$85.00
GIS Technician I	\$70.00

Other

Chargeable expenses	Actual cost plus ten percent
Truck Charge	\$50.00 – Daily Rate
Survey Equipment Charge	\$160.00 – Daily Rate
Overtime	Hourly rate plus fifty percent
Courtroom and deposition appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates

January 1, 2022 to December 31, 2022

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

EXHIBIT B
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) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	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)
Atlantic South Consulting DUNS#145406737 CAGE#3TNP4	V013940	Assistance with design, permitting, quality review, construction admin and observation	\$65,798**	20%	MBE, SBE, DBE, CDBE	BM
Howard Engineering DUNS#961613825 Cage#7NMR0	V011110	Electrical Engineering	\$22,000** (included in Atlantic South Fee estimate)	6.69%	WBE	FB
K&P Engineering DUNS#023314383 Cage#6FJ22	V012305	Structural Engineering	\$3,500** (included in Atlantic South Fee estimate)	1.06%	Non M/F/SBE	
Terracon DUNS#07861916 Cage#7GFU8	V009151	Construction materials testing	\$6,500** (included in Atlantic South Fee estimate)	1.98%	Non M/F/SBE	
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male **BF** – African American Female
BM – African American Male **FB** – Non-Minority Female Owned **HF** – Hispanic American Female
HM – Hispanic American Male **NF** – Native American Female **NM** – Native American Male

****Values of services are estimated and are subject to change based upon actual services provided. Final invoiced and paid values will vary due to the Time and Materials Component of the proposal.**

COMBINED TOTAL SUB AMOUNT \$65,798
TOTAL CONTRACT AMOUNT: \$328,990

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

Business Name: AECOM Technical Services, Inc,

Representative Name/Title: V. Craig Metts, PE, Associate Vice President

Date: November 15, 2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Atlantic South, LLC
Company Name

3660 West Montague Avenue
Physical Address

same as physical address
Mailing Address

North Charleston, SC 29418
City/State Zip Code + 4

(843) 580-9010
Phone number

(843) 375-8215
Fax number

Adrian Williams, PE
Primary Contact Name

Christian Williams
Secondary Contact Name

awilliams@atlantic-south.com
Primary Contact Email Address

cwilliams@atlantic-south.com
Secondary Contact Email Address

20-0697741
Federal ID #

V093140
Vendor #

2) Subcontractors Company information (Primary/Main office location)

Howard Engineering
Company Name

5 River Ridge Road
Physical Address

PO Box 237
Mailing Address

Marietta, SC 29661
City/State Zip Code + 4

(864) 836-0440
Phone number

(864) 836-0450
Fax number

<u>Amy Howard, PE</u>	<u>N/A</u>
Primary Contact Name	Secondary Contact Name
<u>ahoward@howardengineering.com</u>	<u>N/A</u>
Primary Contact Email Address	Secondary Contact Email Address
<u>57-1038281</u>	<u>V011110</u>
Federal ID #	Vendor #

3) Subcontractors Company information (Primary/Main office location)

Knobeloch & Padgett Engineering

Company Name

478 Highway 378 West

Physical Address

PO Box 1416

Mailing Address

Lexington, SC 29071

City/State Zip Code + 4

(<u>803</u>) <u>806-8020</u>	(<u> </u>) <u>N/A</u>
Phone number	Fax number

<u>Charles F. Knobeloch, PE</u>	<u>David L. Padgett, PE</u>
Primary Contact Name	Secondary Contact Name
<u>cknobeloch@kp-inc.com</u>	<u>dpadgett@kp-inc.com</u>
Primary Contact Email Address	Secondary Contact Email Address
<u>56-2006490</u>	<u>V012305</u>
Federal ID #	Vendor #

4) Subcontractors Company information (Primary/Main office location)

Terracon Consultants, Inc.

Company Name

521 Clemson Road

Physical Address

Same as Physical

Mailing Address

Columbia, SC 29229

City/State Zip Code + 4

(<u>803</u>) <u>741-7900</u>	(<u>803</u>) <u>741-9900</u>
Phone number	Fax number

<u>Kevin Sohrabnia, PE</u>	<u>Phillip Morrison, PE</u>
Primary Contact Name	Secondary Contact Name
<u>Kevin.Sohrabnia@terracon.com</u>	<u>Phillip.Morrison@terracon.com</u>
Primary Contact Email Address	Secondary Contact Email Address

42-1249917

V009151

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address



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: 11/15/2021 Mentor Amount: \$263,192
Project Name: Horseshoe Booster Pump Station Mentor % of Total Contract: 80%
Project #: WM4140 Protégé Amount: \$65,798
Mentor: AECOM Technical Services Protégé % of Total Contract: 20%
Protégé: Atlantic South, LLC Duration of the Project: 48 months
Total Project Contract Amount: \$328,990

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.

Atlantic South will provide surveying, permitting services, construction administration and construction observation.

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

Plan allows for growth in areas of permitting, managing subconsultants and providing necessary services during construction to maintain compliance with contract documents.



CITY OF COLUMBIA

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

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.*

The protege will gain additional experience with permitting requirements, including securing approval from the City for site landscaping requirements. The protege will also gain additional experience with construction observation and administration, including preparing daily reports to document construction activities.

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:

Craig Metts will serve as the Project Manager. No equipment or special services are required.

Protégé:

Adrian Williams will serve as Project Manager. No equipment or special services are required.

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?
Howard Engineering	Atlantic South	Atlantic South
K&P Engineering	Atlantic South	Atlantic South
Terracon	Atlantic South	Atlantic South

Special Arrangements:

None



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1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

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:
Addressed in the submitted Scope of Services.

b. Description of Protégé responsibilities on project:

Survey, permitting, construction administration, construction observation.

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

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

48 months is anticipated for the overall project duration. The protege will be involved during all phases of the proposed project.

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

meetings will be conducted as required to discuss overall project and task progress, and to complete required documentation for the MPP program.

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

Protege will submit invoicing on a monthly basis. Payments will be made in accordance with City requirements.



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1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-3950

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 AECOM Technical Services, Inc. (Mentor Firm) this 15 day of November 2021.
Corporate SEAL

By: V. Craig Metts, PE

Title: Associate Vice President

Firm Name: AECOM Technical Services, Inc.



ATTEST: [Signature]

By: Gary L. Freeman, Sr., PE

Title: Vice President

EXECUTED by Atlantic South LLC (Protégé Firm) this 15 day of November 2021.
Corporate SEAL

By: Adrian Williams

Title: President

Firm Name: Atlantic South LLC

ATTEST: [Signature]

By: Adrian L. Williams, PE

Title: President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 27 day of January 2022.

By: [Signature]

Title: Program Compliance Specialist





Utility Operations – Canal Water Treatment Plant

300 Laurel St. | Columbia, SC 29201

TO: Teresa Wilson, City Manager

FROM: Clint Shealy, PE, Assistant City Manager, Columbia Water 

SUBJECT: Reimbursement for an 8" Sewer Main Extension Project - 401 Heyward Street

DATE: February 15, 2022

The PMC Group Development located at 401 Heyward Street consists of the construction of seven new homes. At the time, the project was introduced and plans submitted, the property being developed consisted of four vacant lots located within the City limits. These parcels have been reconfigured into three lots in order to meet City regulations. The project is unique in that the property being developed was located inside the City limits but did not have public sanitary sewer services available. As of such, per City Regulation, the City is responsible for extending service to the parcels. (See regulation below)

The City of Columbia Engineering Regulations Part 8: Sanitary Sewer Main Extension, states the City will extend service into those areas not presently served by the City of Columbia sanitary sewer system in accordance with the following:

8.1.1. Inside City Limits – The City will install, within a reasonable time after request, an adequate sanitary sewer main to the property requiring service. The City is responsible for extensions to master parcels within the City limits and not to individual parcels that have been subdivided.

As the City worked with the developer to identify a path forward for providing sanitary sewer services to the site, it was apparent the timeframe involved with design and construction using City forces would not align with the timeframe of when the project would need the service to be available. In order to avoid delaying the development altogether, the City allowed the Developer to design the project and secure three bids for the construction, as has been done in the past for projects similar in nature. The City has reviewed the bids and is recommending approval to reimburse the Developer for the sanitary sewer construction associated with the project. Documents are attached supporting this recommendation.



Engineering Division
PO Box 147 | Columbia, SC 29217 | (803) 545-3400

June 26, 2022

Re: **(Revision)** - Proposed Water Connection and Sewer Main Construction Plans for Heyward Street Apartments (TMS #08816-13-14 / Inside City Limits; Power Engineering; Plans Revised January 12, 2022; City File #352-36 (R-2)

Heyward Street, LLC
1608 Walnut Street, Suite 1400
Philadelphia, PA 19103

Dear Sir or Madam,

The revisions to the above referenced plans received on January 12, 2022 are approved with the conditions of the previous approval letter dated December 21, 2021 remaining in effect **along with the Special Conditions listed below.**

The following is the **only** approved revisions:

The approval letter is being revised to show the City of Columbia has agreed to pay for the construction cost of the sewer extension for the referenced project. Please see below for more information.

Special Conditions:

1. **The City will pay the construction cost of the proposed 8" sewer main including appurtenances. Payment for this construction cost will be provided by CIP #SS7616.**
2. **The developer must receive bids (minimum 3) for the City's construction cost items separately from proposals for the entire project.**
3. **Prior to beginning construction, the bid received will be evaluated by the City. The City may elect to accept the low bid prices or disapprove all proposals and install the sewer main itself. Should the City elect to install the sewer main, the developer must pay the City the entire cost of construction of**

ColumbiaSCWater.Net



the proposed 8" sewer main as computed from the low bid prices received.

If you have any questions or need to discuss further, please feel free to contact Denny Daniels at (803) 545-3243.

Yours very truly,



Denny Daniels
Utility Reviewer

DD

CC: David Parr, P.E., Power Engineering



Engineering Division
PO Box 147 | Columbia, SC 29217 | (803) 545-3400

January 26, 2022

Re: **(Revision)** - Proposed Water Connection and Sewer Main Construction Plans for Heyward Street Apartments (TMS #08816-13-14 / Inside City Limits; Power Engineering; Plans Revised January 12, 2022; City File #352-36 (R-2))

Heyward Street, LLC
1608 Walnut Street, Suite 1400
Philadelphia, PA 19103

Dear Sir or Madam,

The original of this signed statement must be returned to the City, prior to any construction activity for the project. Please retain a copy for your records.

I HAVE READ THIS APPROVAL LETTER AND I AGREE TO COMPLY WITH THE REQUIREMENTS, TERMS AND CONDITIONS CONTAINED THEREIN.

Print Owner/Developer Name

Signature of Owner/Developer

Date

Please return to:
City of Columbia
Engineering Department
Attn: Utilities Project Coordinator
P.O. Box 147
Columbia, SC 29217

Should you require additional information, please feel free to contact Utility Project Coordinator at (803) 545-3400.

ColumbiaSCWater.Net



SITE LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA

[illegible]

DECEMBER 2021
(REVISED JANUARY 2022)

SHEET NO.	TITLE
C1.0	EXISTING/DEMO PLAN
C2.0	SEWER PLAN
C3.0	SEWER PROFILE
C4.0	MISCELLANEOUS DETAILS

(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 CALAVERAS AUTHORITIES WILL BE ALLOWED TO ENTER THE PROJECT SITE FOR THE PURPOSE OF ON-SITE INSPECTIONS.

DATE _____

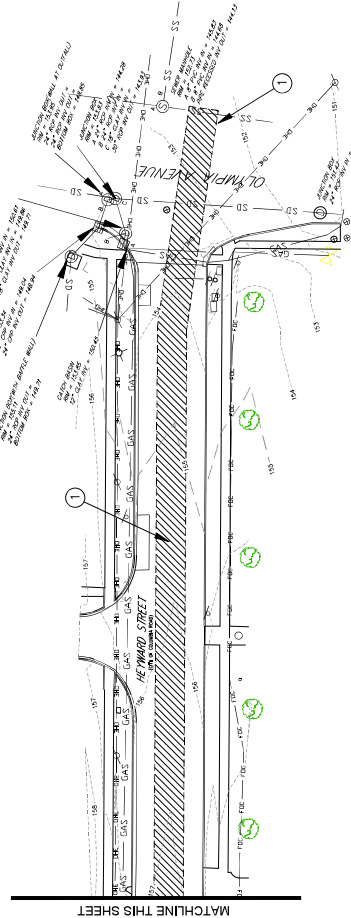
SIGNATURE _____

7. HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS SUBMITTED, SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. FURTHER, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE CODE IS CONSISTENT WITH THE REQUIREMENTS OF THE TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 19176 AS AMENDED, PURSUANT TO REGULATION 72-200 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCOT00000.



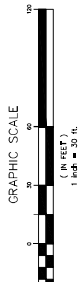
REVISIONS	BY
01-05-2022 REVISE PER OWNER	DHC

PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS



- ① REPLACE ASPHALT COMPLETE (SAW CUT)
- ② REPLACE EXISTING MISC. FEATURES/STRIPING

REFERENCE: TOPOGRAPHY AND EXIST. SITE FEATURES TAKEN FROM A SURVEY ALL BOUNDARY, PREPARED BY ASSOCIATED E & S, INC. POWER ENGINEERING COMPANY ASSUMES NO RESPONSIBILITY FOR THE BOUNDARY, EXIST. SITE FEATURES AND TOPOGRAPHIC



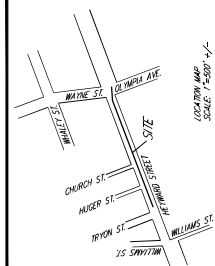
DRAWN	D.H.C.
CHECKED	J.T.S.
DATE	12-17-2021
SCALE	AS SHOWN
JOB NO.	3777
SHEET	02

401 HEYWARD STREET, LLC
HEYWARD STREET SEWER LINE
SEWER PLAN

PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS



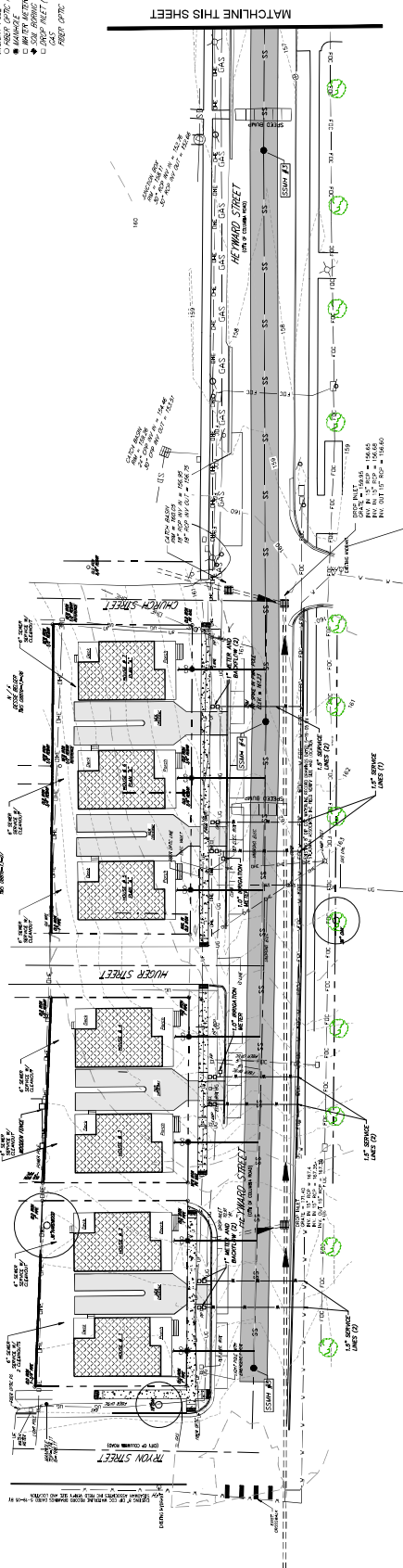
REVISIONS	BY
01-12-2022	DHC
REVISE PER OWNER	



LOCATION MAP
SCALE: 1"=500' +/-

LEGEND:

- ☒ POWER POLE (PP)
- ☒ G. WIRE = GUP WIRE
- ☒ CLAMP
- ☐ ELEC. BOX
- ☐ NIGHT POLE
- ☐ FIBER OPTIC POST
- ☒ MANHOLE
- ☒ WATER METER
- ☒ SOG BORING
- ☒ DRAIN INLET (CATCH BASIN)
- ☒ GAS
- ☒ FIBER OPTIC



PROPOSED LEGEND

PROP. SEWER SERVICE/MAIN
PROP. SEWER MANHOLE
PROP. CLEANOUT
PROP. SEWER EASEMENT
PROP. ASPHALT

NOTE:

1. CONTRACTOR TO SAW-CUT ALL EXISTING CURB AND ASPHALT IN PARKING LOTS.
2. CONTRACTOR TO COORDINATE TRAFFIC CONTROL.
3. CONTRACTOR TO REPLACE ALL CONCRETE, CURB AND ASPHALT THAT IS DAMAGED OR REMOVED DURING UTILITY INSTALLATION.

FLOOD STATEMENT:
 I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP

REFERENCE: ALL BOUNDARY, TOPOGRAPHY AND EXIST. SITE FEATURES TAKEN FROM A SURVEY PREPARED BY ASSOCIATED E & S, INC., POWER ENGINEERING COMPANY. ASSUMES NO RESPONSIBILITY FOR THE BOUNDARY, EXIST. SITE FEATURES AND TOPOGRAPHIC INFORMATION ON THE SURVEY.

GRAPHIC SCALE

(IN FEET)



OWNER: POWER ENGINEERING COMPANY, INC.
1915 WEST COLUMBIA, S.C. 29169
PHONE (803) 726-0777
FAX (803) 726-0777
EMAIL: dlb@powereng.com

OWNER: HEYWARD STREET, LLC - SITE 140
1915 WEST COLUMBIA, S.C. 29169
PHONE (803) 546-1043
FAX (803) 546-1043
EMAIL: dlb@powereng.com

WATER PROVIDER: CITY OF COLUMBIA
1915 WEST COLUMBIA, S.C. 29169
PHONE (803) 546-1043
FAX (803) 546-1043
EMAIL: dlb@powereng.com

SEWER PROVIDER: CITY OF COLUMBIA
1915 WEST COLUMBIA, S.C. 29169
PHONE (803) 546-1043
FAX (803) 546-1043
EMAIL: dlb@powereng.com

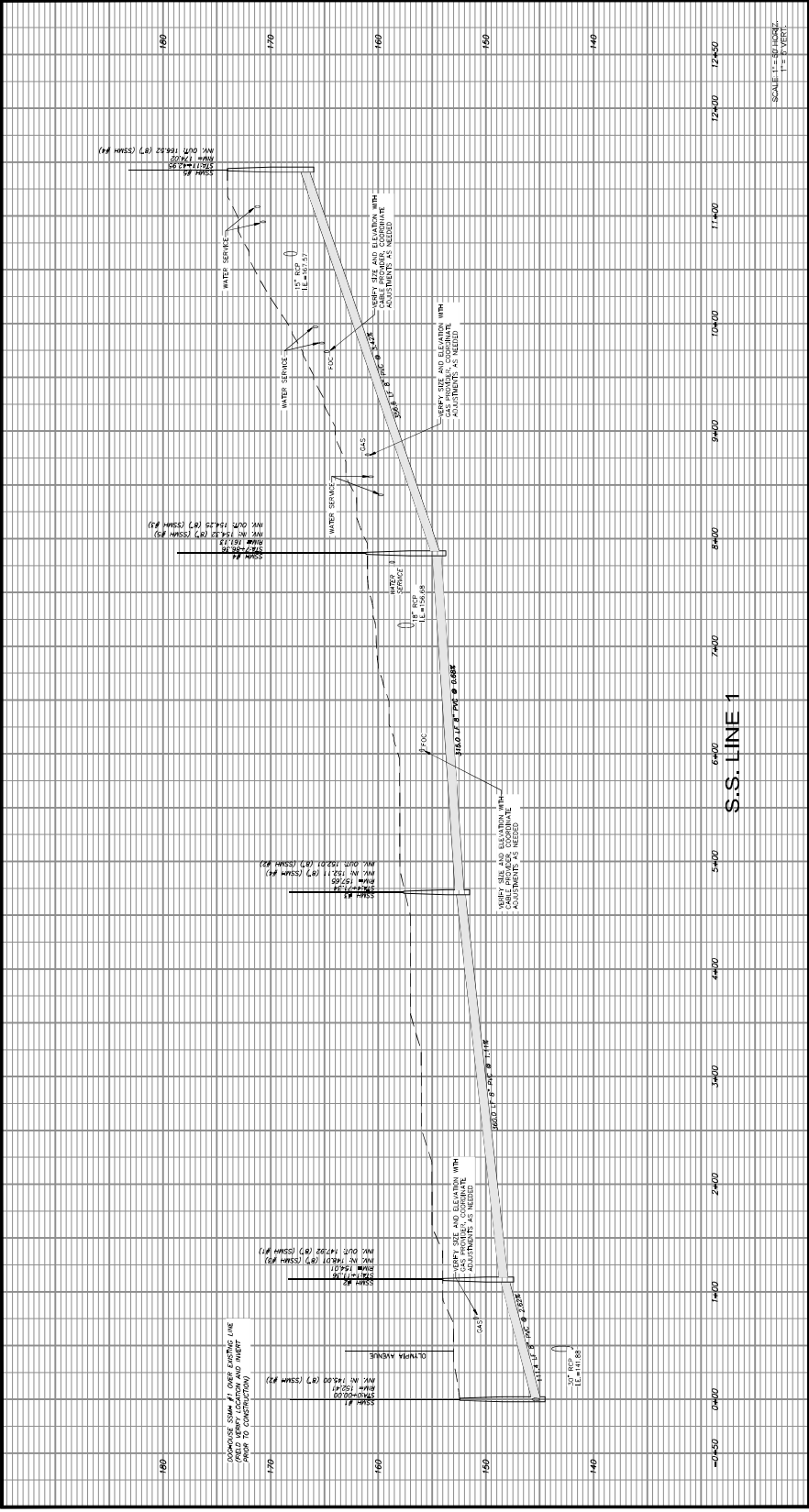
DRAWN: JLB
CHECKED: JLB
DATE: 10/20/2017
SCALE: AS SHOWN
JOB NO.: 10222
SHEET: 03

401 HEYWARD STREET, LLC
SEWER PROFILE
HEYWARD STREET SEWER LINE
SITE LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA

PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS
WEST COLUMBIA, SC



REVISIONS	BY
1	JLB
2	JLB
3	JLB
4	JLB
5	JLB
6	JLB
7	JLB
8	JLB
9	JLB
10	JLB



NOTE: ALL LINES TO BE FLUSH WITH NEW AND EXISTING ASPHALT.

NOTE: ALL PVC TO BE SDR-26

NOTE: FIELD VERIFY ALL CROSSINGS BEFORE CONSTRUCTION BEGINS.





Carolina Tap & Bore Inc. – Utility Contractors

2430 Morningside Drive o West Columbia, South Carolina 29169 c Office (803) 739-7056 o Fax (803) 791-1407

January 5, 2022

To: **PMC Property Group**
510 Heyward Street
Columbia SC 29201
Josh Harding

Attn: Josh Harding
803.667.3705 (O)
803.779.3864 (F)

Project: 401 Heyward Street

- **PROPOSAL** Revision 1-14-22

Per your request, we are pleased to submit the following quotation for the above subject work. We trust the information provided is complete and sufficient for your evaluation and consideration. Should you have any questions or require additional information, please feel free to contact us anytime at 803-739-7056. We assure you of our prompt attention.

All Labor Material and Equipment to perform the following as shown on plans prepared by Power Engineering revision dated 01-12-21 shown on sheet 02 of 04 of job # 3777

WATER

- Mobilization
- Traffic Control
- Locate all utilities before piping
- Install approx. 1140.0' of 8" PVC Sewer
- Install 1 – Doghouse Manhole
- Install 4 – Manholes
- Install 7 – 6" Services from Tap to Property line
- Remove and replace all asphalt per plans to include flowable fill steel plates per SCDOT specifications.

TOTAL COST \$322,840.00

Note* Price does not include the following:

- Tap fees, engineered drawings, or permits if applicable.

Sincerely yours,

Richard Young



PO Box 2046
 Lexington, SC 29072
 (P) 803.814.3753
 Contractor's License # - G119374

PROPOSAL

DATE: 1/13/2022
PROPOSAL TO: PMC Development
ATTN: Josh Harding

PROJECT: Heyward Street Water & Sewer
LOCATION: Columbia, SC
ENGINEER: Power Engineering Company, Inc.

Stutts & Williams hereby proposes the following pricing for the scope of work provided per the drawings revised 01/12/2022:

General Conditions	\$ 7,143.00
Sewer	\$ 348,246.00
Water	\$ 26,776.00
TOTAL BASE BID:	\$ 382,165.00

CLARIFICATIONS TO PROPOSAL:

- * The above price shall remain in effect for 30 days. If Proposal is not accepted within 30 days we reserve the right to review and updated pricing as necessary.
- * We have not included any removal or relocation of any gas, electric, telephone or cable. By others.
- * Pricing assumes that the onsite soils will be suitable for use as compacted fill. Should these be deemed unacceptable, additional costs will be incurred to import suitable material.

EXCLUSIONS TO PROPOSAL:

Bond (If required, please add 1%)
Dry Utility Removal/Relocation(Gas, Electric, Tel, Cable)
Sewer Meter & Fees

Removal/Disposal of Rock and Unsuitable Material
Materials Testing
Water Meter & Fees

Respectfully Submitted:
 Stutts & Williams, LLC

A handwritten signature in black ink, appearing to read 'Joey Williams', with a horizontal line extending to the right.

Joey Williams

Heyward Street Water & Sewer

Scope Description	Qty.	Unit
Mobilization	1	EA
<u>Sewer</u>		
8" PVC Sanitary Sewer (0-8')	1143	LF
Doghouse 4' Dia MH (0-8')	1	EA
4' Dia MH (0-8')	4	EA
6" PVC Sewer Service to CO	280	LF
Cleanouts	7	EA
Remove & Replace Asphalt	697	SY
Replace Sidewalk	19	SY
Place Flowable Fill & Haul Out Spoils	517	CY
Testing & Asbuilts	1	EA
Traffic Control	1	LS
<u>Water</u>		
1" Water Service, Meter Box, & Backflow	7	EA



January 16, 2022

To: Joshua Harding
PMC Property Group
Via email

RE: Heyward Street Sewer installation

HammerHead Utilities, LLC (SC license #G118967) is pleased to offer the following scope of work:

Installation of approx. 1,200' x 8" sewer main, including 5 manholes and 7 services

Total Cost for above scope of work: \$513,700.00

Clarifications:

Pricing per plans by Power Engineering dated January, 2022

If you have any questions regarding this proposal, please call me at 803.960.3046.

Regards,

William Head
President



Power Engineering Company, Inc.

3300 Sunset Boulevard, Suite 101
West Columbia, SC 29169
Phone: (803) 216-8777

Heyward Street Sewer Line

Bid Tabulation

February 01, 2022

<u>Bidder</u>	<u>Amount</u>
Carolina Tap & Bore	\$322,840.00
Stutts & Williams, LLC	\$348,246.00
Hammerhead Utilities	\$513,700.00



Power Engineering Company, Inc.

3300 Sunset Boulevard, Suite 101
West Columbia, SC 29169
Phone: (803) 216-8777

February 01, 2022

John T Riggs, PE
Wastewater Project Manager
City of Columbia
Department of Engineering
P. O. Box 147
Columbia, SC 29217

Re: Bids for Heyward Street Sewer Line – Recommendation of Award Letter

Mr. Riggs,

Three bids for the Heyward Street Sewer Line were received by Power Engineering Company on Tuesday February 01, 2022. The bids ranged from \$513,700.00 to \$322,840.00.

Power Engineering recommends awarding the contract to the lowest bidder, Carolina Tap & Bore (Bid = \$322,840.00). The three bids and a bid tabulation are attached.

If you have any questions, comments or need any additional information please call me at 216-8777.

Sincerely,
Power Engineering Company, Inc.

A handwritten signature in blue ink, appearing to read "David B. Parr Jr.", is written over the typed name.

David B. Parr Jr. PE, PLS



We Are Columbia

Utilities & Engineering Department
Contracts Division

1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3400 · Fax 803-545-3322

November 19, 2014

Re: Professional Services Agreement for Water
Tank Maintenance and Repainting; funding
5516206/5516207-WM4326-638305

Mr. David Forrester, Vice President
Utility Service Group
PO Box 1350
Perry, GA 31069

Dear Mr. Forrester:

City Council approved the referenced Agreement in regular session November 18, 2014. I have enclosed a fully executed duplicate original for your files.

This is your written authorization to proceed with the work described in the Agreement. Please forward all invoices to ContractsDivision@columbiasc.net with a complete description of services rendered as well as funding information 5516206/5516207-WM4326-638305. We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment.

If you have any questions, please let me know at 545-3237.

Yours very truly,

Shannon S. Lizewski
Contracts Administrator

Enclosure

Cc: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Jan Alonso, Finance Director

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 18 day of November 2014, by and between the City of Columbia, South Carolina, hereafter referred to as the City and Utility Service Company, Incorporated, Perry, Georgia, hereafter referred to as the Consultant, for Consultant to render certain renovation, painting and preventive maintenance services for the City's water storage facilities.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. Scope of Services

A. Upon written notification by the City to proceed under this Agreement, the Consultant shall be responsible for providing comprehensive initial and long term renovation, interior and exterior painting and preventive maintenance services for the following City water storage facilities (hereinafter tank or tanks):

1. A 500,000-gallon tank located at 502 Beckman Road and known as the Ames Road Tank
2. A 300,000-gallon elevated tank located at 7435 Monticello Road and known as the Bible College Tank
3. A 150,000-gallon washwater tank located at 300 Laurel Street and known as the Canal Tank
4. A 150,000-gallon elevated tank located at 450 E. Boundary Road and known as the Chapin Tank
5. A 2,150,000-gallon standpipe located at 1900 Burton Street and known as the Cushman Road Tank
6. A 2,000,000-gallon standpipe located at 5520 Fairfield Road and known as the Fairfield Tank
7. A 2,000,000-gallon standpipe located at 5640 Forest Drive and known as the Fort Jackson North Tank
8. A 2,000,000-gallon standpipe located at 1815 Leesburg Road and known as the Fort Jackson South Tank
9. A 2,000,000-gallon standpipe located at 1201 Summit Pkwy and known as the Genstar Tank
10. A 500,000-gallon elevated tank located at 10626 Farrow Road and known as the Hobart Tank

11. A 1,500,000-gallon elevated tank located at 502 Horseshoe Circle and known as the Horseshoe Tank
12. A 480,000-gallon washwater tank located at 102 Rocky Point Road and known as Lake Murray Tank
13. A 250,000-gallon elevated tank located at 1784 Ridge Road and known as the Lower Richland Tank
14. A 1,500,000-gallon elevated tank located at 1520 Gladden Street and known as Melrose Heights Tank
15. A 2,000,000-gallon elevated tank located at 126 Rimer Pond Road and known as the Rimer Pond Road Tank
16. A 1,250,000-gallon standpipe located at 1400 Lower Richland Blvd. and known as the San Marco Tank
17. A 1,500,000-gallon elevated tank located at 131 Steward Drive and known as St. Andrews Tank
18. A 2,200,000-gallon standpipe located at 7 Geology Road and known as St. James Tank
19. A 250,000-gallon elevated tank located at 622 Summit Avenue and known as Summit Avenue Tank
20. A 250,000-gallon elevated tank located at 824 Campground Road and known as the Upper Richland Tank
21. A 2,000,000-gallon elevated tank located at 184 Risdon Way and known as the Village at Sandhill Tank
22. A 1,500,000-gallon elevated tank located at 1625 Whaley Street and known as the Wales Garden Tank
23. A 250,000-gallon elevated tank located at 1800 Faraway Drive and known as the Woodfield Tank

B. Services to be provided by the Consultant shall include, but shall not be limited, to the following:

1. Perform a visual inspection of each tank at least once within any twelve (12) month period to ensure that the structure is in a sound, watertight condition and provide the City with a comprehensive report of inspection findings and proposed corrective actions within thirty (30) days from the date the Consultant completes an inspection. A total of 35 visual inspections are required under this initial 3-year contract as outlined in **Exhibit A**.

A visual inspection does not require a tank to be removed from service.

2. Perform a standard washout inspection at least one (1) time within any twenty-four (24) month period. A total of 30 standard washouts and inspections are anticipated under this initial 3-year contract as outlined in **Exhibit A**. Should a chemical clean washout and inspection be needed, an executed contract amendment shall be required.

During a standard washout and inspection, the Consultant shall completely drain and pressure wash each tank utilizing a minimum pressure of 4,000 psi, removing all mud, silt, and other accumulations that might be harmful to the tank or its contents.

A chemical clean washout will utilize high pressure equipment with chemical injection. After the washout is completed, the Consultant will thoroughly inspect and disinfect the tank in accordance with South Carolina Department of Health and Environmental Control (SCDHEC) requirements prior to returning the tank to service.

A standard washout and inspection and a chemical clean washout and inspection shall require a tank to be removed from service for approximately forty-eight (48) hours.

Any water supply tap used in conjunction with washout services must have an adequate back flow check valve prevention system. Should a hydrant be used, the contractor shall be required to apply for an approved City hydrant meter.

3. Renovation services. Clean and paint the interior and exterior of the tanks in accordance with Attachment E, Schedule of Work, First Three Year Period of the 2014 Water Tank Repainting and Maintenance RFP attached herein as **Exhibit A**. The need for any additional interior painting shall be determined by the thickness of the existing liner and its protective condition. The need for any additional exterior painting shall be determined by the appearance and protective condition of the existing paint. The Superintendent of Water Plants, or his designee, will determine the need for painting services outside of those specified in Exhibit A, and any additional painting services shall require an executed contract amendment. Painting of tanks shall be in accordance with the following:

a) All inspections, with accompanying reports and pictures, shall be by a certified NACE (National Association of Coating Engineers International) certified coating inspector.

b) Painting of tanks shall be in accordance with Specifications For Coating and Painting Water Storage Tanks attached to this Agreement as Attachment B of the 2014 Water Tank Repainting and Maintenance RFP attached herein as **Exhibit A**.

c) Engineering, construction and inspection services, needed to ensure the tanks are sound, watertight, in working order and in compliance with all SCDHEC requirements, including but not limited to steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, tank overflows and overflow valving, manhole covers/gaskets, and other component parts of the tank or tank tower shall be considered and in accordance with Attachment B of the 2014 Water Tank Repainting and Maintenance RFP attached herein as **Exhibit A**.

d) Any water supply tap used in conjunction with renovation services must have an adequate back flow check valve prevention system. Should a hydrant be used, the contractor shall be required to apply for an approved City hydrant meter.

4. Install one (1) mixing system for San Marco Tank in accordance with Attachment C of the 2014 Water Tank Repainting and Maintenance RFP attached herein as **Exhibit A** attached herein.

5. Provide emergency services to handle any problems with the tanks that may arise at any points in time at no additional cost to the City, provided, however, the City will allow reasonable travel time for the repair unit to reach the tank site. The Consultant will provide a report of any emergency repairs to the City within twenty-four (24) hours by telephone and within five (5) working days in writing. It is estimated that two (2) call outs could occur per fiscal year lasting up to 3 days per call. Should additional emergency calls occur, an executed contract amendment shall be required.

6. Provide cellular installation consultation plan review for purposes of coordinating removal of wireless equipment during renovation services. It is anticipated that this review will be required two (2) times per fiscal year. Should additional reviews become needed, an executed contract amendment shall be required.

7. Install a lock furnished by the City on the roof hatch of each tank to prevent unauthorized persons from entering the tanks. A key shall be retained by both the Consultant and the City.

9. Provide the City with a minimum sixty (60) days notice in advance of performing any service that will result in removing a tank from service.

II. Additional Services

Additional Services which are not included under the above Scope of Services may be required of the Consultant by the City or recommended by the Consultant and authorized by the City by execution of a Contract Amendment. The Consultant must obtain written authorization from the City for any Additional Services prior to the work being performed. If the Consultant fails to obtain prior written authorization to perform the work, the City is under no obligation to compensate the Consultant for Additional Services performed.

III. Term of Agreement

This Agreement shall be for a period of three (3) years, and may be renewed for two additional three (3) year periods by mutual written Amendment. For no reason, whatsoever, shall this Agreement extend more than nine (9) years total. If this Agreement is not renewed by written execution of a Contract Amendment by the end of the initial three (3) year period, it shall terminate three (3) years from the date first hereinabove specified. If this Agreement is renewed by execution of Contract Amendment, the fee for any three (3) year renewal term shall be defined in the Contract Amendment.

IV. Schedule for Completion of Services

Time is of the essence. The Consultant shall not exceed the time frame for services depicted in Attachment E, Schedule of Work, First Three Year Period of the 2014 Water Tank Repainting and Maintenance RFP attached herein as **Exhibit A**, attached hereto and incorporated herein by reference. The Consultant shall meet the following deadlines in completing the following services:

A. The Consultant shall complete the first annual visual inspection of each tank within forty-five (45) days from the date of this Agreement.

B. The Consultant shall complete the first interior washout inspection of each tank within twelve (12) months from the date of this Agreement, providing, however, washout inspections should coincide with any cleaning and painting activities if both are scheduled within the same twelve (12) month period.

C. The Consultant shall coordinate the scheduling of all work with the City to minimize any effect the work may have on the City's ability to provide water service during seasonal peak demand periods.

V. Compensation

A. The Consultant's compensation for the initial one (1) year period of this Agreement for visual inspections, and standard washout disinfection and inspections shall be a total not to exceed fee of Thirty-Nine Thousand, Four Hundred Sixty-Eight and No/100 (\$39,468.00) Dollars as outlined in **Exhibit B**.

B. The Consultant's compensation for the initial one (1) year period of this Agreement for Renovation Services shall be a total not to exceed fee of Thirty-Seven Thousand, Seven Hundred Seventeen and No/100 (\$37,717.00) Dollars as outlined in **Exhibit B**.

C. The Consultant's compensation for the initial one (1) year period of this Agreement for Installing One (1) Mixing System for San Marco Tank, Emergency Services Day Charge, Day Charge for Crew Mobilization and Cellular Installation Consultation as outlined in **Exhibit B** shall be a total not to exceed fee of Twenty-Three Thousand, Eight Hundred and No/100 (\$23,800.00) Dollars. The City will be charged one (1) Crew Mobilization fee per emergency and an Emergency Services charge for each day the consultant addresses the emergency as shown in Exhibit B, herein.

D. The Consultant's total compensation for the initial one (1) year period of this Agreement shall not exceed a fee of One Hundred Thousand, Nine Hundred Eighty-Five and No/100 (\$100,985.00) Dollars.

E. The Consultant's compensation for year two (2) of the initial three (3) year period of this Agreement is identified in Exhibit B, Page 1 of 4 and shall be forwarded to City Council for review in July 2015. Compensation outlined in Exhibit B, Page 1 of 4 will be presented to City Council at that time by Contract Amendment.

F. The Consultant's compensation for year three (3) of the initial three (3) year period of this Agreement is identified in Exhibit B, Page 1 of 4 and shall be forwarded to City Council for review in July 2016. Compensation outlined in Exhibit B, Page 1 of 4 will be presented to City Council at that time by Contract Amendment.

G. The Consultant's compensation for each of the possible six (6) one-year renewals after the initial three-year period of this Agreement, if any, will be considered at that time. Should an agreement not be made, the City will negotiate with the next ranked Consultant identified in the 2013 Water Tank Maintenance and Repainting RFP. Should an agreement not be made by the Consultant or the next ranked Consultant, the City will solicit proposals for this work by a Request for Proposals process.

H. The Consultant shall submit invoices to the City on a monthly basis for services rendered. Each invoice submitted must describe the period for which payment is requested and the services rendered. Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services as depicted in Exhibit 8, and if such services are specified, identify if the subcontractor is a Minority or Female Business Enterprise. Each invoice shall bear the signature of the Consultant, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Insurance

A. The Consultant shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the services required in this Agreement, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Consultant, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

B. In any and all claims against the City or its agents and employees, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by the Consultant, any subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance or this Agreement, to adequately protect the City from any claims or damages, including bodily injury or death, which may arise from them during operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

The contractor shall adhere to requirements outlined in Attachment D, Minimum Insurance Requirements and Section III.D. Proposals, Instruction and Format of the 2014 Water Tank Repainting and Maintenance RFP attached herein as **Exhibit A**.

D. All insurance required shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of insurance provided by the Consultant and shall not contribute to it.

E. The Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

VII. Permits and Licenses

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

B. The Consultant shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management Permits, and encroachment permits. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

C. The Consultant shall answer questions and consult with The City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Consultant shall procure a City of Columbia business License while performing services under this Agreement.

VIII. Duties Upon Termination

At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully

cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

IX. Termination of Agreement

This Agreement may be terminated by the City at any time upon any of the following grounds:

A. Failure by the City of Columbia to appropriate funds for the performance of any of the services required in this Agreement in any annual budget.

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency.

C. Force Majeure.

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause.

E. Upon expiration of the initial three (3) year term of this Agreement or upon expiration of a subsequent three (3) year term if approved by Contract Amendment.

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. If the contract is terminated for convenience, or terminated upon any of the other grounds enumerated herein, the Consultant's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year. The total up-front renovation costs associated with each tank are outlined in Attachment F, Tank Maintenance Tabulation Chart, Renovation Specification.

In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any subcontractor retained by the Consultant and related to the services required by this

Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Utility Service Company, Incorporated, Post Office Box 1350, Perry, Georgia 31069.

XII. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement, except as outlined as Exhibit 8, without the written consent of the City.

D. The Consultant certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of the South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Consultant and any subconsultants or sub-subconsultants; or (b) the compliance with Title 8, Chapter 14 by consultant and any subconsultant or sub-subconsultants. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Consultant agrees to include in any contracts with its consultants language requiring the subconsultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subconsultants language requiring the sub-subconsultant to comply with the applicable requirements of Title 8, Chapter 14.

E. In the event there are any disagreements between the

City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

F. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

G. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written Change Order signed by both the City and the Consultant.

H. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

I. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

J. This Agreement is subject to City Council approval.

K. This Agreement shall be binding upon the Consultant, its respective successors and assigns.

Witness the parties' respective hands and seals on the date first written above.

[Left Blank Intentionally - Signatures on Next Page]

CITY OF COLUMBIA, SOUTH CAROLINA

Ashley Gordon By: *Terese Wilson*
 Witness City Manager

UTILITY SERVICE COMPANY, INC.

Diana K New By: *[Signature]*
 Witness Title: V.P. South Region

RECOMMENDED BY: *[Signature]*
 Director of Utilities & Engineering

RECOMMENDED BY: *[Signature]*
 Assistant City Manager for Operations

UtilityServiceCompany.2014.TankMaintenance.agr/sal

APPROVED AS TO FORM
[Signature] 11-10-14
 City of Columbia, SC

Exhibit A

The City of Columbia Renovation Schedule - (Completed & Projected)

EXT			
TOTAL	Complete Interior and Exterior Renovation	V	Visual Inspection
EXT-W	Complete Exterior Renovation as it relates to exterior	W	Waterproofing
INT	Complete Interior Renovation	W	Complete Workload
RTD	Start Repair	Rep	Repair
		TD	Touch Up

Project Number	Tank Name	Storage Capacity	Units	Type	2012	2013	2014	2015	2016	2017	2018	2019	2020
1	Artes Road Tank	0.50	M/G	Elevated	W		V	EXT-W	V	W	V	W	V
2	Bailew Tank	2.70	M/G	Stand Pipe	W		V	W	V	W	V	W	V
3	Bliss College Tank	0.30	M/G	Elevated	V		W	V	TOTAL	V	W	V	W
4	Coral Point Tank	0.15	M/G	Elevated	W		V	W	INT	V	W	V	W
5	Chapin Tank	0.15	M/G	Elevated	W		V	W	INT	V	W	V	W
6	Cushman Tank	2.10	M/G	Stand Pipe	V		W	V	W	INT	V	W	V
7	Fairfield Tank	2.00	M/G	Stand Pipe	W		V	W	V	W	V	W	V
8	Fort Jackson North Tank	2.00	M/G	Stand Pipe	W		V	W	V	W	V	W	EXT
9	Fort Jackson South Tank	2.00	M/G	Stand Pipe	V		W	V	W	V	W	V	W
10	Genstar Tank	2.00	M/G	Stand Pipe	V		W	V	W	V	W	V	W
11	Hobart Tank	0.50	M/G	Elevated	V		W	V	EXT-W	V	W	V	W
12	Horseshoe Tank	1.50	M/G	Elevated	W		V	W	V	INT	V	W	V
13	Lake Murray Tank	0.48	M/G	Stand Pipe	V		W	V	INT	V	W	V	W
14	Lower Richland Tank	0.25	M/G	Elevated	W		V	EXT-W	V	W	V	W	V
15	Melrose Tank	1.50	M/G	Elevated	W		V	W	V	W	V	W	TOTAL
16	River Pond	3.00	M/G	Composite	W		V	W	V	W	V	W	TOTAL
17	San Marco Tank	1.20	M/G	Stand Pipe	V		W	V	W	V	EXT-W	V	W
18	St. Andrews Tank	1.50	M/G	Elevated	W		V	W	V	INT	V	W	V
19	St. James Tank	2.00	M/G	Stand Pipe	EXT		V	W	V	INT	V	W	V
20	Summit Tank	0.25	M/G	Elevated	V		W	V	W	V	W	V	W
21	Upper Richland Tank	1.50	M/G	Elevated	W		V	W	V	W	V	W	V
22	Village at Sandhill	2.00	M/G	Composite	W		V	W	V	W	V	W	TOTAL
23	Walton Garden Tank	1.50	M/G	Elevated	EXT		V	W	V	W	V	W	INT
24	Woodfield Tank	0.25	M/G	Elevated	INT		V	W	EXT-W	V	W	V	W

Exhibit B
Page 1 of 4

Tank Maintenance Contract Costs		Contract Period		
Tank List	2014-2015	2015-2016	2016-2017	
Ames Road Tank (Exterior (Yr 2)) (500 KG)	\$ 513.00	\$ 109,290.00	\$ 513.00	
Ballentine Stand Pipe (2.2 MG STP) To be demolished in 2014-2015	\$ 513.00	\$ 1,256.00	\$ 513.00	
Bible College (Total Renovation (Yr 3)) (300 KG - Elevated)	\$ 2,239.00	\$ 513.00	\$ 141,634.00	
Canal Washwater Tank (Interior (Yr 3)) (150 KG - Elevated)	\$ 513.00	\$ 1,197.00	\$ 35,410.00	
Chapin Tank (Interior (Yr 3)) (150 KG - Elevated)	\$ 513.00	\$ 1,197.00	\$ 30,282.00	
Cushman Road Stand Pipe (2.1 MG - STP)	\$ 513.00	\$ 4,584.00	\$ 513.00	
Fairfield Road Stand Pipe (2.0 MG - STP)	\$ 513.00	\$ 2,658.00	\$ 513.00	
Fort Jackson North Stand Pipe (2.0 MG STP)	\$ 513.00	\$ 4,372.00	\$ 513.00	
Fort Jackson South Stand Pipe (2.0 MG STP)	\$ 3,922.00	\$ 513.00	\$ 1,256.00	
Gensler Stand Pipe (2.0 MG STP)	\$ 3,922.00	\$ 513.00	\$ 1,256.00	
Hobart Tank (Exterior (Yr 3)) (500 KG Elevated)	\$ 1,256.00	\$ 513.00	\$ 112,080.00	
Horseshoe Elevated Tank (1.5 MG Elevated)	\$ 513.00	\$ 2,572.00	\$ 513.00	
Lake Murray Washwater Tank (Interior (Yr 3)) (480 KG STP)	\$ 513.00	\$ 1,197.00	\$ 67,141.00	
Lower Richland Tank (Exterior (Yr 2)) (250 KG Elevated)	\$ 513.00	\$ 84,582.00	\$ 513.00	
Melrose Heights Elevated Tank (1.5 MG Elevated)	\$ 2,858.00	\$ 513.00	\$ 2,572.00	
Rimer Pond Road Elevated Tank (2.0 MG Composite)	\$ 2,572.00	\$ 513.00	\$ 2,572.00	
San Marco Stand Pipe (Washout and Mixer Install Yr1) (1.25 MG STP)	\$ 37,717.00	\$ 513.00	\$ 1,256.00	
St. Andrews Elevated Tank (1.5 MG Elevated)	\$ 513.00	\$ 2,572.00	\$ 513.00	
St. James Stand Pipe (2.2 MG STP)	\$ 4,843.00	\$ 513.00	\$ 1,256.00	
Summit Avenue Elevated Tank (250 KG Elevated)	\$ 513.00	\$ 1,529.00	\$ 513.00	
Upper Richland Elevated Tank (250 KG Elevated)	\$ 10,574.00	\$ 513.00	\$ 513.00	
Village Elevated Tank (2.0 MG Elevated)	\$ 513.00	\$ 2,572.00	\$ 513.00	
Wales Garden Elevated Tank (1.5 MG Elevated)	\$ 513.00	\$ 2,394.00	\$ 513.00	
Woodfield Tank (Exterior (Yr 3)) (250 KG Elevated)	\$ 513.00	\$ 1,256.00	\$ 75,278.00	
Additional Services - Emergency Services (6/ YR); Day Charge for Crew Mobilization (2/ YR); Cellular Installation Consultation (2/ YR)	\$ 23,800.00	\$ 23,800.00	\$ 23,800.00	
Total for all Services	\$ 100,985.00	\$ 250,369.00	\$ 508,036.00	\$ 859,390.00
Contract Designations				3 Year Total
A. Washouts and Inspections	\$ 39,468.00	\$ 35,229.00	\$ 18,323.00	\$ 93,020.00
B. All Tank Renovations and San Marco Mixing System (Incl w/o)	\$ 37,717.00	\$ 191,340.00	\$ 405,913.00	\$ 624,970.00
C. Emergency Charges and Cell Phone Consultation On Site	\$ 23,800.00	\$ 23,800.00	\$ 23,800.00	\$ 71,400.00
Total Contract Price				\$ 859,390.00

Pricing Includes Tank Maintenance Tabulation Chart (Exhibit B, page 2 of 4), Inspection & Washout Pricing (Exhibit B, page 3 of 4) and Ladder Extension and Drain Valve Work (Exhibit B, page 4 of 4)

Exhibit B - Information taken from Utility Service Company's proposal
 Page 2 of 4

ATTACHMENT F - TANK MAINTENANCE TABULATION CHART

DESCRIPTION	COST
1. ATTACHMENT A - INSPECTIONS AND WASHOUT DISINFECTION	
VISUAL INSPECTION & EVALUATION -	<u>SEE ADDENDUM J</u>
WASHOUT DISINFECT & INSPECTION -	<u>SEE ADDENDUM J</u>
CHEMICAL CLEAN WASHOUT DISINFECT & INSPECTION -	<u>SEE ADDENDUM J</u>
2. ATTACHMENT B - RENOVATION SPECIFICATION	
TOTAL - 300KG BIBLE COLLEGE TANK -	<u>\$141,634.00</u>
EXTERIOR - 250KG WOODFIELD TANK -	<u>\$ 72,872.00</u>
EXTERIOR - 500KG AMES ROAD TANK -	<u>\$106,908.00</u>
EXTERIOR - 500KG HOBART TANK -	<u>\$110,057.00</u>
EXTERIOR - 250KG LOWER RICHLAND TANK -	<u>\$ 81,871.00</u>
INTERIOR - 150KG CANAL PLANT TANK -	<u>\$ 35,410.00</u>
INTERIOR - 150KG CHAPIN TANK -	<u>\$ 35,410.00</u>
INTERIOR - 300KG LAKE MURRAY TANK -	<u>\$ 67,141.00</u>
3. ATTACHMENT C - MISCELLANEOUS SERVICES	
INSTALL ONE (1) MIXING SYSTEM SAN MARCO 1.25MG TANK -	<u>\$ 32,633.00</u>
EMERGENCY SERVICES DAY CHARGE -	<u>\$ 2,800.00</u>
DAY CHARGE FOR CREW MOBILIZATION -	<u>\$ 2,000.00</u>
CELLULAR INSTALLATION CONSULTATION PLAN REVIEW -	<u>\$ 1,500.00</u>

Utility Service Co., Inc.

Name of Firm Submitting

[Signature]
 Authorized Signature

[Signature]
 Witness

P O Box 1350, Perry, GA 31069

Address

Director & Sales
 Title

2/19/14
 Date

V.R. SOUTH REGION
 Title

2/19/14
 Date

Exhibit B - Information taken from Utility Service Company's proposal
 Page 3 of 4

ADDENDUM J

	INSPECTION & WASHOUT		
	Visual Inspection	Washout	Chemical Clean Washout
Ames Rd Tank-500KG- Elevated	\$513	\$1,256	\$2,025
Ballentine Tank-2.2MG-STP	\$513	\$1,256	\$3,000
Bible College Tank 300KG-Elevated	\$513	\$1,197	\$1,851
Canal Plant Tank-150KG-Elevated	\$513	\$1,197	\$1,590
Chapin Tank-150KG-Elevated	\$513	\$1,197	\$1,590
Cushman Tank-2.1MG-STP	\$513	\$1,256	\$3,000
Fairfield Tank-2.0MG-STP	\$513	\$1,256	\$3,000
Fort Jackson North Tank-2.0MG STP	\$513	\$1,256	\$3,000
Fort Jackson South Tank-2.0MG-STP	\$513	\$1,256	\$3,000
Genstar Tank Tank-2.0 STP	\$513	\$1,256	\$3,000
Hobart Tank-500KG- Elevated	\$513	\$1,256	\$2,025
Horsehoe Tank-1.5MG Elevated	\$513	\$2,572	\$4,110
Lake Murray Tank-480KG-STP	\$513	\$1,197	\$2,000
Lower Richland Tank-250KG-Elevated	\$513	\$1,256	\$1,775
Melrose Tank-1.5MG-Elevated	\$513	\$2,572	\$4,110
River Pond-2.0MG-Composite	\$513	\$2,572	\$4,300
San Marco Tank-1.25MG-STP	\$513	\$1,256	\$2,345
St. Andrews Tank-1.5MG-Elevated	\$513	\$2,572	\$4,110
St. James Tank-2.2MG-STP	\$513	\$1,256	\$3,040
Suzunditt Tank-250KG-Elevated	\$513	\$1,256	\$1,775
Upper Richland-250KG-Elevated	\$513	\$1,256	\$1,775
Village of Sandhill-2.0MB Composite	\$513	\$2,572	\$4,300
Wales Gaden Tank-1.5MG-Elevated	\$513	\$2,394	\$4,110
Woodfield Tank-250KG-Elevated	\$513	\$1,256	\$1,775

Exhibit B - Ladder Extension and Drain Valve Work
Page 4 of 4

Tank List	Ladder Extension Pricing	Drain Valve Installation Pricing
Ames Road Tank (Exterior (Yr 2)) (500 KG)	\$1,126.00	NA
Baillentine Stand Pipe (2.2 MG STP) To be demolished in 2014-2016	NA	NA
Bible College (Total Renovation (Yr 3)) (300 KG - Elevated)	\$1,042.00	NA
Canal Washwater Tank (Interior (Yr3)) (150 KG - Elevated)	NA	NA
Chapin Tank (Interior (Yr 3)) (150 KG - Elevated)	\$872.00	NA
Cushman Road Stand Pipe (2.1 MG - STP)	\$1,162.00	\$2,166.00
Fairfield Road Stand Pipe (2.0 MG - STP)	\$1,402.00	NA
Fort Jackson North Stand Pipe (2.0 MG STP)	\$450.00	\$2,666.00
Fort Jackson South Stand Pipe (2.0 MG STP)	NA	\$2,666.00
Genstar Stand Pipe (2.0 MG STP)	NA	\$2,666.00
Hobart Tank (Exterior (Yr 3)) (500 KG Elevated)	\$1,367.00	NA
Horseshoe Elevated Tank (1.5 MG Elevated)	NA	NA
Lake Murray Washwater Tank (Interior (Yr 3)) (480 KG STP)	NA	NA
Lower Richland Tank (Exterior (Yr 2)) (250 KG Elevated)	\$1,435.00	NA
Melrose Heights Elevated Tank (1.5 MG Elevated)	\$387.00	NA
Rimer Pond Road Elevated Tank (2.0 MG Composite)	NA	NA
San Marco Stand Pipe (Washout and Mixer Install Yr1) (1.25 MG STP)	\$1,162.00	\$2,666.00
St. Andrews Elevated Tank (1.5 MG Elevated)	NA	NA
St. James Stand Pipe (2.2 MG STP)	\$921.00	\$2,666.00
Summit Avenue Elevated Tank (250 KG Elevated)	\$273.00	NA
Upper Richland Elevated Tank (250 KG Elevated)	\$478.00	NA
Village Elevated Tank (2.0 MG Elevated)	NA	NA
Wales Garden Elevated Tank (1.5 MG Elevated)	NA	NA
Woodfield Tank (Exterior (Yr 3)) (250 KG Elevated)	\$1,150.00	NA

Contract Amendment #8

WM4326 Water Tank Maintenance and Repainting

ENGRFP006-13-14

Utility Service Company, Inc.

January 20, 2022

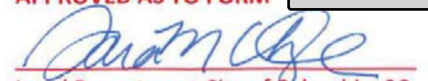
Description of Change: Request change in Agreement for Professional Services between the City of Columbia (City) and Utility Service Company, Inc. (Contractor) dated November 18, 2014 (Agreement), to provide funding for year eight (8) of the nine (9) year contract for water tank maintenance and repainting services.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Monetary Award and Term of Three (3) Years 11/18/2014 – 11/17/2017; Purchase Order# P148544):	\$100,985.00
Contract Amendment #1 (Funding Increase; Purchase Order# P155855):	\$250,369.00
Contract Amendment #2 (Funding Increase; Purchase Order# P163382):	\$507,907.00
Contract Amendment #3 (Funding Increase; Provide Revised Schedule; Contract Extension 11/18/2017 – 11/17/2020; Purchase Order# P170784):	\$359,323.00
Contract Amendment #4 (Funding Increase; Provide Revised Schedule; Purchase Order# P170784):	\$464,404.00
Contract Amendment #5 (Funding Increase; Provide Revised Schedule; Purchase Order# P184314):	\$421,982.00
Contract Amendment #6 (No Cost Time Extension 11/18/2020 – 11/17/2023; Purchase Order# P187563):	\$00.00
Contract Amendment #7 (Increase Funding; Purchase Order# P187563):	\$645,742.00
Current Contract Total:	\$2,750,712.00
This Change Amendment #8 (Increase Funding; Requisition# R214752):	\$615,184.00
Revised Contract Price:	\$3,365,896.00

INTENTIONALLY LEFT BLANK


Legal Department City of Columbia, SC

1/24/2022

This Change is Acceptable:**Name of Firm**

Utility Service Company, Inc.

City of Columbia

Office of the City Manager

Jonathan Cato, SVP Advanced Solutions

Print Name


Signature**January 25, 2022**

Date

Teresa Wilson, City Manager

Signature

Date

Option 3 Three Year Invoicing 2020-2023 Melrose Tank 1 Coat 72 System

INVOICING					Year 7-9 Invoicing
Customer Tanks	7	8	9		
Ames Road Tank; 500,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Canal Plant Tank; 150,000G Elevated	\$ 2,000	\$ 81,039	\$ 2,101	\$	85,140
Chapin Tank; 150,000G Elevated	\$ 678	\$ 631	\$ 647	\$	1,955
Cushman Tank; 2,150,000G Standpipe	\$ 141,490	\$ 2,050	\$ 647	\$	144,187
Fairfield Tank; 2,000,000G Standpipe	\$ 153,083	\$ 2,050	\$ 647	\$	155,780
Fort Jackson North Tank; 2,000,000G GST	\$ 137,912	\$ 2,050	\$ 647	\$	140,609
Fort Jackson South Tank; 2,000,000G GST	\$ 2,000	\$ 631	\$ 146,562	\$	149,193
Hobart Tank; 500,000G Elevated	\$ 154,322	\$ 631	\$ 2,101	\$	157,054
Horseshoe Tank; 1,500,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Lake Murray Tank; 500,000G Standpipe	\$ 2,000	\$ 631	\$ 69,632	\$	72,263
Lower Richland Tank; 250,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Melrose Tank; 1,500,000G Elevated	\$ 615	\$ 363,267	\$ 647	\$	364,529
Monticello/Bible Tank; 300,000G Elevated	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
New Ballentine Tank; 2MG Composite	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
New Genstar Tank; 2MG Composite	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
Rimer Pond Road Tank; 2,000,000G Composite	\$ 678	\$ 2,050	\$ 647	\$	3,375
San Marco Tank; 1,000,000G Standpipe	\$ 2,203	\$ 631	\$ 2,101	\$	4,935
St. Andrews Tank; 1,500,000G Elevated	\$ 678	\$ 2,050	\$ 647	\$	3,375
St. James Tank; 2,000,000G Standpipe	\$ 678	\$ 2,050	\$ 647	\$	3,375
Summit Avenue Tank; 250,000G Elevated	\$ 615	\$ 114,579	\$ 647	\$	115,841
Upper Richland Tank; 250,000G Elevated	\$ 678	\$ 2,050	\$ 647	\$	3,375
Village at Sandhill Tank; 2,000,000G Composite	\$ 678	\$ 2,050	\$ 647	\$	3,375
Wales Garden Tank; 1,500,000G Elevated	\$ 2,000	\$ 631	\$ 344,885	\$	347,516
Woodfield Tank; 250,000G Elevated	\$ 678	\$ 2,050	\$ 647	\$	3,375
Emergency Services - All Tanks	\$ 29,538	\$ 30,277	\$ 31,034	\$	90,849
TOTAL INVOICING	\$ 645,742	\$ 615,184	\$ 618,786	\$	1,879,711

Contract Amendment #8

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

13.b

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) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract Amendment Total	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Nordic Tank & Tower Inc		Labor- Blast/Paint	\$74,000	12.03		
Semper Fi Industrial Coatings Inc		Labor- Blast/Paint	\$62,000	10.08		
Carolina Tank Maintenance LLC		Labor- Blast/Paint	\$62,000	10.08		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male
BM – African American Male **FB** – Non-Minority Female Owned
HM – Hispanic American Male **NF** – Native American Female

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

COMBINED TOTAL SUB AMOUNT \$ 198,000

TOTAL ~~CONTRACT~~ AMOUNT: \$ 615,184

Amendment

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

Business Name: _ - Utility Service Company, Inc.

Representative Name/Title: Karl Nelson/ Director of Operations

Date: 1/7/2022

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Nordic Tank & Tower Inc.

Company Name

24015 Mill Pond Drive

Physical Address

24015 Mill Pond Drive

Mailing Address

Detroit Lakes, MI

56501

City/State Zip Code + 4

651 747-7006

()

Phone number

()

Fax number

Mike Johnson

Primary Contact Name

Secondary Contact Name

mntankpainter@gmail.com

Primary Contact Email Address

Secondary Contact Email Address

26-3754021

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Semper Fi Industrial Coatings Inc.

Company Name

1282 Haile Street

Physical Address

1282 Haile Street

Mailing Address

Camden, SC

29020

City/State Zip Code + 4

517 281-1321

()

Phone number

()

Fax number

Steve Birchmeyer

Primary Contact Name

Secondary Contact Name

s.little@sfc-usa.com

Primary Contact Email Address

Secondary Contact Email Address

83-0626746

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Carolina Tank Maintenance, LLC.

Company Name

2620 Duggins Rd

Physical Address

2620 Duggins Rd

Mailing Address

Madison, NC

27025

City/State Zip Code + 4

336 408-7002

()

()

Phone number

Fax number

John Greer

Primary Contact Name

Secondary Contact Name

Hunter4life2323@gmail.com

Primary Contact Email Address

Secondary Contact Email Address

83-2276895

Federal ID #

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

()

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

Please Submit Form and All Documentation to
procurementneeds@columbiasc.gov

Office of Business Opportunities Goals

Did the Prime Contractor meet small business, Columbia Disadvantaged Business Enterprise (CDBE), or Mentor Protégé Project (MPP) Plan goals, if applicable? ☐ Yes ☐ No ☒ N/A (OBO will make this determination)

If the Prime Contractor did not meet small business, CDBE, or MPP plan goals, provide an explanation from the Contractor on how they plan to meet the goals? ☐ Yes ☐ No ☒ N/A

If adding new Subconsultant/Subcontractor, has OBO approved the new Subcontractor Business Information Record (SBIR)? Provide updated record, if applicable. ☐ Yes ☐ No ☒ N/A

If adding or removing Subconsultants/Subcontractors; or adding/decreasing funding, did OBO approve the updated Implementation Plan Amendment (IPA) to amend the original Mentor Protégé Project (MPP) Plan or other OBO program plan, if applicable? Provide approved amendment or updated plan. : ☐ Yes ☐ No ☒ N/A

OBO Statement for the Amendment:

There are no OBO Compliance Programs affiliated with this project.

OBO Dated and Signed: *LaTonya B Germany* *December 10, 2021*

When completed, please submit Form and all supporting documentation to
procurementneeds@columbiasc.gov.

SR8061 - Assembly Street Phase II

Project Description:

This project includes the evaluation of Roadway Rehabilitation and Safety Enhancements for Assembly Street between Lady Street and Pendleton Street. This is a continuation of the Assembly Street Phase I project, which spanned from Blossom Street to Pendleton Street. Subsequent phases of Assembly Street improvements will extend to Elmwood as funds are secured.

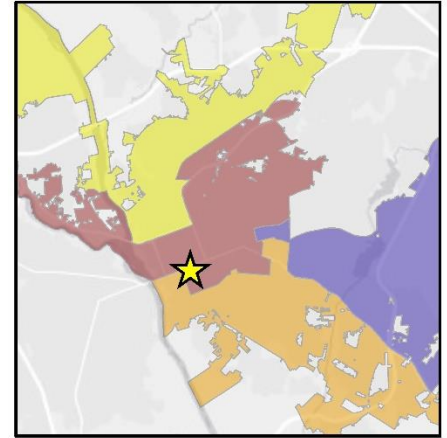
Objectives:

This project aims to improve public safety and create a pedestrian friendly atmosphere to better connect the Main Street and Vista corridors.

Project Type:

Streets and Roads Infrastructure Improvement

Council District: 2



Project Funding:

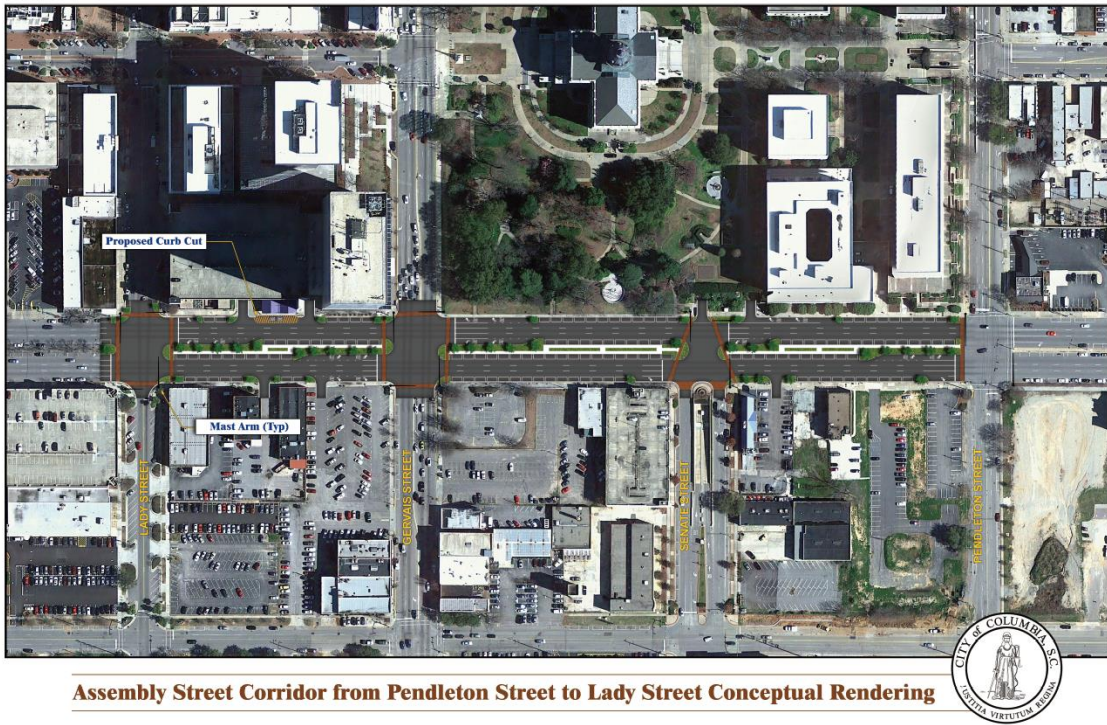
This is a Local Public Agency (LPA) project funded through a grant administered by SCDOT. The anticipated total project cost is \$16 Million. **The current total secured budget is \$3 Million.** This includes \$609,000 secured from the Richland County Transportation Committee (CTC). The remaining secured funding is \$2,400,000 coming from SCDOT's Guideshare program. Options will be considered to proceed with these improvements in phases if the full project funding cannot be secured.

Council Request:

City Council is asked to approve a contract for professional services with Mead & Hunt in the amount of \$670,900. This contract includes the following services:

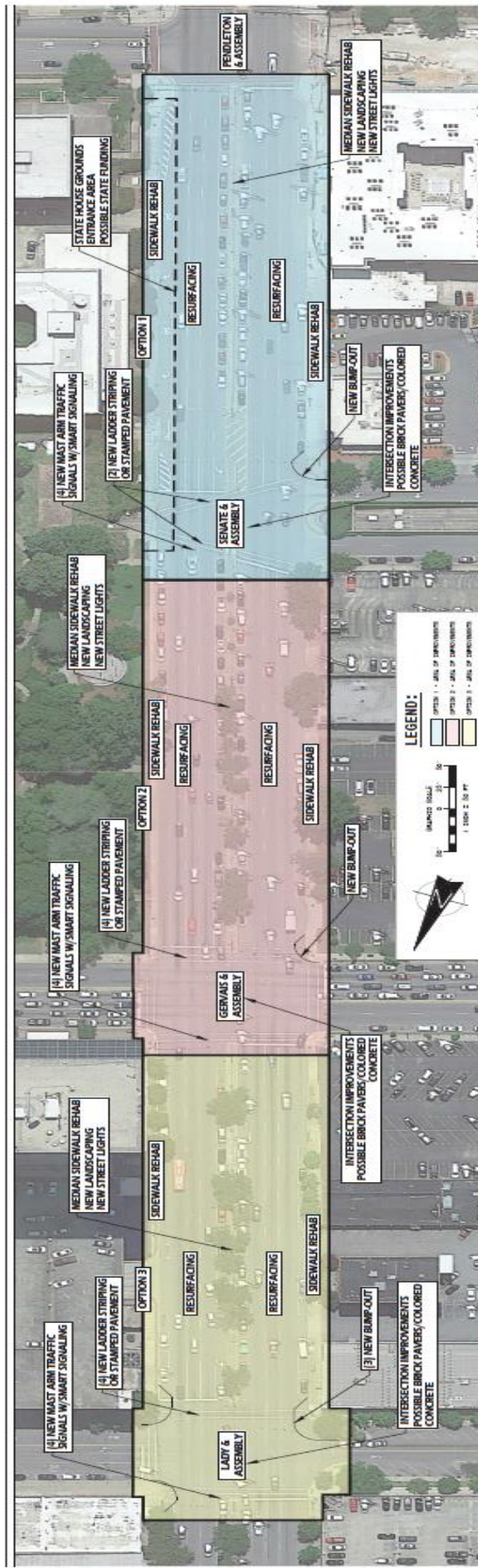
- **Data collection:** Mead & Hunt will collect all necessary field survey data in the area to allow for preliminary design, and to be used as selected portions of the studied area are moved forward to final design. Mead & Hunt will conduct a traffic volume and parking study of the area.
- **Preliminary design:** Mead & Hunt will prepare preliminary design plans for the identified 4 intersection area to include roadway design, storm drainage design, and preliminary utility relocation coordination.
- **Stakeholder coordination:** Mead & Hunt will develop and execute a Public Involvement Plan given the high impact of this project area. This plan is anticipated to include 9 stakeholder meetings with groups including but not limited to City of Columbia Administration, SC State House Administration, public transportation groups, local businesses, and properties owners and residents.
- **Cost Estimating:** Mead & Hunt will develop an opinion of probable cost for the preliminary design. These cost estimates will be used by the City to prioritize areas of the project to move forward to final design, and to identify additional funding needed for completing the full project corridor.
- **National Environmental Policy Act (NEPA):** Mead & Hunt will be responsible for maintaining compliance with NEPA regulations, which will include all permitting, a natural resources/endangered species survey, a cultural resources survey, preparation of a Phase I Environmental Site Assessment, and organization of a Public Information Meeting.

Based on the outcomes of the preliminary design and cost estimate, the City will prioritize the project areas to move forward to final design. Preliminary design is expected to be complete early 2023.



Assembly Street Corridor from Pendleton Street to Lady Street Conceptual Rendering

ASSEMBLY ST. PHASE II - OPTIONS





AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP001-20-21-NMJ and Assembly Street Streetscape & Intersection Improvements between Pendleton & Lady Street.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Mead & Hunt, (hereinafter referred to as the "Consultant"), to provide a preliminary design and data collection for the Assembly Street Streetscape Project for the City of Columbia, SC.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of two (2) years, with the option to continue with work at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.

6. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Six Hundred Sixty-Five Thousand, Nine Hundred Dollars and No/100 (\$665,900.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure:

Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the

date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950. www.columbiasc.gov/OBO

The Consultant must adhere to ***Federal Regulations 2CFR 200.321*** and take the following affirmative steps to ensure that Small and Minority Businesses, Women-Owned Businesses and Labor Surplus Area firms are utilized to the fullest extent possible:

2 CFR 200.321 - Procurement and Affirmative Action - Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms

Organizations must take the following affirmative steps to ensure these firms are used when possible:

1. Place qualified small, minority, and woman-owned business on solicitation lists;
2. Assure that such businesses are solicited when they are potential sources;
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permit, which encourage such business to respond;

5. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and

6. Require prime contractors to take the same affirmative steps.

The City's success in tracking the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime consultant or Subcontractor) is dependent upon the business community partnering with us in this important endeavor.

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>3.99</u>	%
MBE	<u>15.00</u>	%
WBE	<u>1.00</u>	%
LSA	<u>N/A</u>	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof.

7. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the

Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

8. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of

Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

10. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive

this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

11. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that

stated herein.

12. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
13. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
14. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
 Title: Purchasing Agent
 Address: 1800 Main Street
 Second Floor
 Columbia, SC 29201
 Phone: (803) 545-3470
 Fax: (803) 758-1013
 Email: procurement@columbiasc.gov

Mead & Hunt

Name: Zack Haney, PE
 Title: Project Manager
 Address: 878 South Lake Drive
 Lexington, SC 29072
 Phone: (803) 622-7209
 Email: zack.haney@meadhunt.com

15. **MISCELLANEOUS**

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The

Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City 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 the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's

age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

16. **TERMS AND CONDITIONS** - Federal Funding Conditions: The Consultant must comply with the conditions of federal funding as follows:

- A. ANTI-KICKBACK ACT OF 1986: Prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government. The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the sub Consultants with such regulations, and shall be responsible for the submission of affidavits required of sub Consultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- B. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Consultant represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.
- C. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 200: which revises the following, 24 CFR 570.502, 570.610 Consultant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits shall be conducted annually. Consultant shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HMGP provisions.
- D. AMERICANS WITH DISABILITIES ACT: Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Consultant and the activities to be performed by Consultant under the scope of this Agreement. If employing more than fifteen (15) employees, Consultant agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A) -(L), Consultant agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.
- E. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: The Consultant must remain in compliance with all applicable standards, orders, or

regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Consultant will report each violation to the City, Federal Highway Administration (FHWA), and the appropriate Environmental Protection Agency Regional Office (EPA).

The Consultant agrees to include these requirements in each subcontract exceeding Twenty-Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FHWA or SCDOT.

- F. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Scope of Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
- G. Consultant acknowledges that FHWA and SCDOT financial assistance will be used to fund the Agreement only. Successful Consultant will comply with all applicable federal law, regulations, executive orders, FHWA policies, SCDOT policies, procedures, and directives. The total compensation to be paid by the City to the successful Consultant under this Agreement shall be outlined in the Agreement. An itemization of services is further defined in the Agreement.
- H. AMENDMENTS: The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable by the City's governing body. The City may in its discretion, amend the 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 on the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both parties.
- I. The City will maintain oversight to ensure the Consultant performs in accordance with all terms, conditions and specifications. The Consultant will be responsible

for performance of all services required by the Agreement.

- J. ACCESS TO RECORDS: The Consultant agrees to provide the City, FHWA, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to provide the FHWA and SCDOT or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by FEMA Administrator or the Comptroller General of the United States.

- K. DHS SEAL, LOGO, AND FLAGS: The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.
- L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- M. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603 Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also apply. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

- N. ETHICS ACT: By execution of this Agreement Consultant certifies the Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention:
1. Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-705;
 2. Recovery of kickbacks – Section 8-13-790;
 3. Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720;
 4. Use or disclosure of confidential information – Section 8-13-725;
 5. Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150;
 6. Solicitation of state employees – Sections 8-13-755, 8-13-760 and 8-13-725.
- O. CONFLICT OF INTEREST (SCDOT COMMISSION): By execution of this BASIC AGREEMENT Consultant certifies Consultant is in compliance with Section 23 of Act 40 of 2017 [now codified as S. C. Code Section 57-1-350(G)] prohibits a member of the SCDOT Commission serving on July 1, 2017 (the effective date of the Act) or thereafter, from having an interest, direct or indirect, in any contract awarded by the department during the member's term of appointment and for one year after the termination of the appointment. Therefore, any proposal or bid submitted to SCDOT in violation of this law will be disqualified.
- P. CURRENT AND FORMER SCDOT EMPLOYEES: To avoid the appearance of any real or perceived favoritism, unfair advantage, undue influence, or conflict of interest, Consultant must certify compliance with SCDOT's Post Employment Restrictions on Qualifications-Based Procurement.
- Q. DRUG FREE WORK PLACE CERTIFICATION: By execution of this Agreement CONSULTANT certifies CONSULTANT will comply with all applicable provisions of The Drug- Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

- R. TITLE VI. CIVIL RIGHTS ACT OF 1964: During the performance of this BASIC AGREEMENT, Consultant, for itself, its assignees, and successors in interest agrees as follows:
- S. COMPLIANCE WITH REGULATIONS: The Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (49 C.F.R. § 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- T. NON-DISCRIMINATION: The Consultant, with regard to work performed by it after award and prior to completion of the Contract work, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- U. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.
- V. INFORMATION AND REPORTS: The Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- W. SANCTIONS FOR NON-COMPLIANCE: In the event of the Consultant's non-

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compliance with the non-discrimination provisions of this Contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Consultant under the Contract until the Consultant complies, and/or
2. Cancellation, termination or suspension of the Contract, in whole or in part.

X. INCORPORATION OF PROVISIONS: The Consultant shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City to enter into such litigation to protect the interests of the City and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Y. PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS:

The City will not consider for award any proposal submitted by any consultant, and will not consent to subletting any portions of the Contract to any subconsultant, of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U. S. firms in conducting procurements for public works projects.

For the purpose of this Special Provision, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country, shall be considered to be a consultant or subconsultant of such foreign country.

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Assembly Street Phase II

Z. COMPLIANCE CONCERNING ILLEGAL ALIENS: By execution of this Agreement the Consultant as the prime consultant does hereby agree:

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
2. to provide City with any documents required to establish such compliance upon request; and
3. to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

AA. IRAN DIVESTMENT ACT: By execution of this Agreement, Consultant certifies that Consultant and all of Consultant's subconsultants, contractors, subcontractors, employees, and agents will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.

BB. PROHIBITION ON PROCUREMENT OF CERTAIN TELECOMMUNICATIONS EQUIPMENT. In accordance with 2 CFR 200.216, Consultants, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

1. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

CC. DEBARMENT AND SUSPENSION: If Consultant is placed on the government wide Excluded Parties List System in the System for Award Management at any

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time during the performance period of this Contract, the Contract may be terminated.

DD. ENERGY POLICY AND CONSERVATION ACT: Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).

EE. PROCUREMENT OF RECOVERED MATERIALS: Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

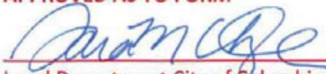
FF. SUCCESSORS AND ASSIGNS: SCDOT and Consultant each bind themselves, their respective successors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in the Basic Agreement without the written consent of the other.

GG. HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE: Consultant further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

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Assembly Street Phase II

Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/3/2022

Witness

Teresa Wilson, City Manager

Date: _____

MEAD & HUNT

Anthony J. Steffee/
Vice President

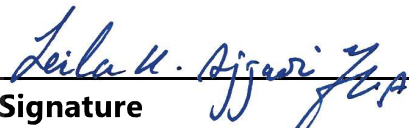
Print: Name/Title


Signature

Date: 01/27/2022

(Corporate Seal)

Attest


Signature

Date: 01/27/2022

Mead & Hunt
Assembly Street Phase II

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultant/Subcontractor

EXHIBIT “A”
PHASE 1 SCOPE OF SERVICES FOR
City of Columbia
CIP # SR8061
Assembly Street Streetscape Improvement Project
Columbia, South Carolina

The services performed as a part of this Scope of Service include providing technical consulting support and professional services to the City of Columbia (**CITY**) for a preliminary design and data collection for the Assembly Street Streetscape Project (Project) by Mead & Hunt, Inc. (**CONSULTANT**).

It is understood that the project will be separated into two phases. Phase One will consist of data collection, preliminary design, stakeholder coordination, cost estimating, and a Public Information Meeting as required by the National Environmental Policy Act (NEPA). The **CITY** will then use this information to determine the limits of the project that will be further developed during phase two. Phase Two will consist of the development of the preliminary design through right-of-way and construction plans, construction documents, quantity computation, and project letting (the project will be let by the **CITY**). Phase Two may also include construction administration, construction inspection, and construction testing of the overall project after the project has been let and a contractor has been procured by the **CITY**.

Assembly Street Streetscape Improvement Project

The Project limits begin at the intersection of Lady Street and Assembly Street and extend approximately 1,700 linear feet to the intersection of Pendleton Street and Assembly Street. The proposed improvements include, but are not limited to, undergrounding existing overhead utilities, roadway resurfacing, sidewalk rehabilitation, beautification (landscaping, hardscaping, streetscaping, and lighting), pedestrian and safety improvements as well other elements described in the **CITY**'s original RFP.

The general location of the project is shown on Figure 1 at the end of this Scope.

The purpose of this project is to stimulate economic and community development through streetscape and intersections improvements along Assembly Street between Lady Street and Pendleton Street. These improvements will enhance public safety and create a pedestrian friendly atmosphere that better connects the Main Street business district with the Vista entertainment district, which is located along Gervais Street from Assembly Street to the bank of the Congaree River.

In general, (Consultant) will provide the following scope of services:

TASK 100: PROJECT MANAGEMENT & COORDINATION

TASK 200: COMMUNITY RELATIONS & STAKEHOLDER SUPPORT

TASK 300: FIELD SURVEYS

TASK 400: ENVIRONMENTAL DOCUMENTATION/PROCESS

TASK 500: TRAFFIC DATA COLLECTION & ITS DESIGN

TASK 600: PRELIMINARY ROADWAY DESIGN & PLAN DEVELOPMENT

TASK 700: PRELIMINARY HYDROLOGY / HYDRAULIC DESIGN

TASK 800: PRELIMINARY STRUCTURAL DESIGN

TASK 900: PRELIMINARY UTILITY COORDINATION

TASK 1000: PRELIMINARY SUBSURFACE UTILITY ENGINEERING

TASK 1100: PRELIMINARY GEOTECHNICAL INVESTIGATIONS

TASK 1200: PRELIMINARY LANDSCAPING & IRRIGATION

TASK 1300: PRELIMINARY LIGHTING & ELECTRICAL DESIGN

TASK 1400: DESIGN ADJUSTMENT SERVICES

TASK 100: PROJECT MANAGEMENT & COORDINATION

Project goals and objectives will be determined through coordination between Mead & Hunt, Inc. (**CONSULTANT**) and City of Columbia (**CITY**). The project will receive oversight and approval from the South Carolina Department of Transportation (**SCDOT**) at certain milestones during the project development process.

- 101.0 *Overall Project Management - The **CONSULTANT** will manage the project to conform to The **CITY**'s local standards, as well as the "SCDOT Standards for Highway Construction" in compliance with all Federal standards. This task includes internal management between the engineering disciplines, technical leads, and staff to develop the project.
- 102.0 *Overall Project Coordination - The **CONSULTANT** will coordinate with the **CITY**'S Project Manager (Ms. Dana Higgins) and **SCDOT**'S Program Managers (Joey McIntyre). This task includes external coordination between the project team, the **CITY**'s Project Manager and SCDOT's Program Managers to fulfill the delivery of the overall project.
- 103.0 *Project Meetings - The **CONSULTANT** will arrange and attend project meetings and on-site review meetings. Prepare and distribute meeting minutes.
- 104.0 *Project Scheduling - The **CONSULTANT** will manage and monitor the project schedule as set forth in the contract for **CITY/SCDOT**.
- 105.0 *Project Budgeting and Invoicing - The **CONSULTANT** will prepare monthly invoices for **CITY** review, approval and payment.
- 106.0 *Monthly Project Status Reports - The **CONSULTANT** will provide monthly status reports detailing the progress of the project as well as identify upcoming efforts and milestones.
- 107.0 *Project Design and Subconsultant Management - The **CONSULTANT** will provide overall management of all design efforts including the management of the Project subconsultants and team members.
- 108.0 *Agency Coordination - The **CONSULTANT** will coordinate activities, project status, and design elements with involved Agencies (this is excluding stakeholders) in order to assure outside agencies are represented throughout the project development process. This includes conforming to standards, guidelines, and determinations that are discussed and applicable to the overall project development process.
- 109.0 *Overall Project Quality Control – The **CONSULTANT**'s Project Manager will provide overall quality control throughout the project development process to assure that elements of the design that are outside of City, State, and Federal standards are incorporated into the plans and/or construction documents.

Assumptions:

- 1) *Management time for Phase One of the Project is assumed to be 8-12 months.*
- 2) *Four (4) project meetings at the **CITY**.*
- 3) *Two (2) meetings with **CITY/SCDOT**.*

Deliverables:

- 1) *Monthly status reports will be provided.*
- 2) *Meeting minutes for each meeting.*

TASK 200: COMMUNITY RELATIONS AND STAKEHOLDER SUPPORT

- 201.0 *Community Relations Support Meeting – Within 30 days of the Notice To Proceed, the **CONSULTANT** will coordinate with the **CITY** to identify the stakeholders and determine at what stages throughout the project development process to engage the stakeholders (or stakeholder tiers) and solicit feedback. This meeting will determine the frequency and level of effort required for each level of stakeholder.
- 202.0 *Public Involvement Plan – The **CONSULTANT** will develop a Public Involvement Plan after the Community Relations Support Meeting depicting the anticipated level of public involvement, expectations, frequency, key elements, and timelines, as well as other elements pertinent to the involvement of the community and how they are to be incorporated into the project.
- 203.0 Initial Stakeholder Meetings – The **CONSULTANT**, at the direction of the **CITY**, will host stakeholder meetings for those identified by the **CITY**. Coordination with **SCDOT** Staff is part of TASK 100. The meetings include project displays, comment forms, handouts, as well as other pertinent information to convey the project and its goals.
- 203.1 *Tier 1 Stakeholder Meetings – It is assumed that three (3) Tier 1 stakeholder meetings will take place during Phase 1 of this project. These stakeholders include:
- 203.1.1 City of Columbia Administration, City Council, DDRC, and Staff
- 203.1.2 South Carolina State House Administration and Staff
- 203.1.3 City Partners and Advocacy Groups
- 203.2 *Tier 2 Stakeholder Meetings – It is assumed that four (4) Tier 2 stakeholder meetings will take place during Phase 1 of this project. These stakeholders include:
- 203.2.1 Business owners immediately adjacent to the project limits
- 203.2.2 Central Midlands Regional Transit Authority (COMET)
- 203.2.3 Property owners immediately adjacent to the project limits
- 203.2.4 University of South Carolina administration and/or it's student representatives
- 203.3 *Tier 3 Stakeholder Meetings – It is assumed that two (2) Tier 3 stakeholder meetings will take place during Phase 1 of this project. These stakeholders include:
- 203.3.1 Local community and church groups
- 203.3.2 Residents, citizens, individuals, etc. interested in the project

- 204.0 *Press Releases/Newsletters – The **CONSULTANT** will prepare and distribute quarterly press releases or newsletters to keep the public informed of pertinent project information and progress. The form of the releases/newsletters will be coordinated with the **CITY's** Public Information Office(r) for release on the **CITY's** website.
- 205.0 *Eminent Domain Letter – The **CONSULTANT** will draft an Eminent Domain (ED) letter on behalf of the **CITY**. Once the ED letter has been approved by the **CITY**, the **CONSULTANT** will publish the ED letter in The State Newspaper and the Columbia Star for the required period of time to conform with Federal, State, and NEPA requirements prior to data collection.

Assumptions:

- 1) *Each stakeholder meetings will last approximately 3 hours.*
- 2) *The **CITY** will provide at least two (2) representatives at each stakeholder meeting with the authority to answer questions and provide feedback.*
- 3) *The **CITY** will provide the **CONSULTANT** with the most recent aerial photography of the project corridor to be used with the display materials.*

Deliverables:

- 1) *Comment forms, displays, and other print out information will be provided by the **CONSULTANT** for each stakeholder meeting.*
- 2) *Comments that are collected will be compiled into a project comment matrix to aid in the project decision making process and provided to the **CITY**.*
- 3) *50 handouts are anticipated for each stakeholder meeting.*
- 4) *One (1) large, color, rollout style display (typically 36"x60") will be provided at each stakeholder meeting.*

TASK 300: FIELD SURVEYS

The survey shall be performed to the requirements of the SCDOT "Preconstruction Survey Manual" dated August 2003 (or latest edition). The survey limits will be from the intersection of Pendleton Street and Assembly Street to the intersection of Lady Street and Assembly Street. The limits of the survey will extend from face of building to face of building, where applicable, or 25 feet from back of sidewalk when buildings are not obstructing survey limits. Each crossroad will be surveyed a distance of 100 feet from the intersection along each sideroad. The survey will include all building steps, transoms, landings, etc. to assure compliance with the Americans with Disabilities Act (ADA).

- 301.0 The **CONSULTANT** will perform field surveys as outlined below to determine accurate elevations and locations of existing facilities, e.g., utilities, roadways, bridges, and culverts, for design purposes. The ground survey will consist of the following:
- 302.0 *Survey Control Network - **CONSULTANT** shall establish a Survey Control Network (SCN) tied to the South Carolina South Plane Coordinate System (NAD83/2007, NAVD88). Sufficient planning in the establishment of the SCN will be required to provide for future use of and/or the accurate re-establishment of the SCN.

- 303.0 *Set Primary Survey Control Monuments - Primary Survey Control (PSC) Monuments will consist of at least 18" long #5 Rebar with a 2" aluminum cap stamped with a PSC identification number and the Project Control Number (PCN). PSC will be set in pairs beyond the beginning and end of main survey alignment and in pairs at least every mile along long survey alignments.
- 304.0 *Main Survey Control – The **CONSULTANT** will set a Main Survey Control (MSC) will consist of sufficient material to last a reasonable amount of time (bridge spikes, rebar, etc.) and distributed evenly throughout the project. An effort will be made to position MSC in safe, recoverable, and convenient locations.
- 305.0 *Horizontal Controls – The **CONSULTANT** will set and establish horizontal location and elevation for temporary benchmarks outside the construction limits using differential leveling that will be located along the project corridor. These TBM's will be clearly marked in the field and plotted on the maps. Benchmarks shall have a third (3rd) order closure accuracy of $0.04 \times \text{the square root in miles}$ and will be based on NAVD 88 vertical datum. The elevations will be tied to a minimum of one USGS control monument. Further ties will be made to all USGS monuments in the vicinity of the project corridor.
- 306.0 *Courthouse Research – The **CONSULTANT** will conduct courthouse research to obtain deeds and/or plats of record from the County Register of Deeds to plot the property. **CONSULTANT** will obtain **SCDOT** record plans for the most current dockets and other R/W information to assist in the establishment of the right of way and plot existing properties.
- 307.0 *Survey Property Corners - **CONSULTANT** will recon and survey sufficient property corners within the project limits to facilitate the plotting of the subject properties from deed or plat information of record. This is considered partial property corner ties and does not constitute full boundary surveys.
- 308.0 The **CONSULTANT** will compute a best-fit alignment, based on field survey monumentation, the existing centerline and **SCDOT** record plans, will be computed to assist establishment of existing R/W according to **SCDOT** record plans. The geometry of these roads as shown on the **SCDOT** plans will be held as close as possible if the existing centerline permits.
- 309.0 *Curb and Gutter Survey – The **CONSULTANT** will obtain pavement elevations along the curb and gutter as well as the existing centerlines and edges of pavement at 50' intervals along curves and 100' intervals along tangent sections throughout the project limits. Pavement elevations, curb & gutter elevations, pavement crown and other pertinent elevations will be obtained for digital terrain modeling.

- 310.0 *Develop Topographic Data – The **CONSULTANT** will perform detailed planimetric and topographic surveys along the project corridors. The detailed survey will gather all information necessary for design of the project. Provide all planimetric and topographic files including property files, DTM and TIN files, and other files as necessary in Microstation format.
- 311.0 *Utilities Survey – The **CONSULTANT** shall provide survey location of the above and below ground utilities such as telephone pedestals, gas valves, , fiber optic poles, etc. as marked in the field by the **SUE CONSULTANT**.
- 312.0 *Traffic Control for Survey Crew – The **CONSULTANT** will maintain appropriate signage for traffic control purposes always when working within or near the existing traffic areas. **CONSULTANT** will obtain approval from the **CITY** and **SCDOT** prior to any necessary lane closures.

Assumptions:

- 1) *Field surveys for property closures will not be performed.*
- 2) *For existing roads, the survey will be tied to the existing plan stationing.*
- 3) *The **CITY** will be able to coordinate access to all State of South Carolina Government buildings, entrances, etc. that are going to be necessary to survey.*
- 4) *The **CITY** will coordinate with **SCDOT**'s local maintenance group to identify and correct any manholes or appurtenances that have been "paved over" or are inaccessible prior to the beginning of the survey.*
- 5) *The **CITY** will provide the survey data for **CITY** maintained utilities collected. This includes survey grade elements for water and sewer. The **CONSULTANT** will not perform these surveys.*

Deliverables

- 1) *A survey report detailing methods, ID's and coordinates shall be supplied to the **CITY** and **SCDOT** in paper format and on CD.*
- 2) *Existing Property Deeds.*
- 3) *Existing Plats.*
- 4) *All Survey files on CD: Provide all planimetric and topographic files including property file, DTM and .TIN files, and other files as necessary in Microstation format.*

TASK 400: ENVIRONMENTAL DOCUMENTATION/PROCESS

In the development of the project, the **CONSULTANT** shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related, current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract.

The South Carolina Department of Transportation (**SCDOT**), in coordination with FHWA, has determined that a Programmatic Categorical Exclusion (PCE) is the appropriate level of

documentation for the project. The **CONSULTANT** shall use the applicable template/example provided by the **SCDOT**. The **SCDOT** will be afforded the opportunity to review and approve any correspondence, contact or communication with FHWA, State and Federal agencies and regulatory agencies, and regulatory agencies in advance.

At this time, it is anticipated that a PCE, as defined in 23 CFR 771.117 (b), will be required, and it is assumed that wetland impacts, if encountered, will not exceed the requirements of the Charleston District Corps of Engineers Nationwide Permit Authorization currently approved for use. It is anticipated that a minimum of additional right-of-way will be required.

401.0 *Initial Field Surveys and Project Initiation

For the purpose of the environmental investigation, the project area is defined as that area within 200 feet of either side of Assembly Street along the project corridor. In the development of the project, the **CONSULTANT** shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract.

401.1 Within two weeks of the date that the **CITY** executes the contract for the project, and prior to commencement of design and/or NEPA compliance, the **CONSULTANT** shall:

401.2.1. Perform a desktop and field reconnaissance including but not limited to assessing readily available GIS data (soils, hydrography, National Wetlands Inventory, cultural sites) followed by a jurisdictional delineation survey, Threatened & Endangered species survey, and inspection for potential presence of archeological, historic, and cultural resources.

402.0 *Environmental Analysis and Review

402.1 *Project Description – the **CONSULTANT** will develop a description of the existing conditions and proposed action including current roadway characteristics and safety conditions.

402.2 *Reasonable Availability of Funding - In accordance with the supplemental guidance provided by FHWA on February 9, 2011, the environmental document will include an explanation of how the project is consistent with the Long-Range Statewide Transportation Plan or the Transportation Improvement Program. The environmental document will also include how the project would be funded through completion and reference the Statewide Transportation Improvement Program. The **CONSULTANT** will refer to the document entitled Supplement to January 28, 2008 “Transportation Planning Requirements and Their Relationship to NEPA Process Completion” for further guidance.

402.3 *Field Visit and Project Inventory - The **CONSULTANT** will conduct a field visit to evaluate the roadway system and intersection(s) along the project corridor. This project inventory will include collecting existing geometrics, lane assignments, traffic controls, pavement markings, major driveways, and adjacent land uses.

- 402.4 *Environmental Commitment Form – **CONSULTANT** will complete an Environmental Commitment Form and include it in the front of the Environmental Documentation. **CONSULTANT** will utilize standard commitment language provided in the Environmental Commitment Form template. If a non-standard commitment is required, **CONSULTANT** will provide draft language to SCDOT for review and approval.
- 402.5 *Permitting – The **CONSULTANT** shall provide an assessment and documentation of site conditions as to the presence and/or absence of jurisdictional areas. Based on preliminary research, the project area appears to be all contained within dry land. Therefore, it is anticipated that an Approved Jurisdictional Determination (AJD) will be submitted to the U.S. Army Corps of Engineers (USACE). The AJD package will include the project site location figures (County Map, USGS Topography Map, NWI Map, and NRCS Soil Survey Map), and aerial photography figure depicting identified upland areas. Other items to be prepared and submitted with the AJD package will include representative photographs within the study area and upland determination forms.
- 402.6 *Natural Resources / Endangered Species Survey – The **CONSULTANT** will perform a natural resources investigation which includes a description of the project area, including vegetation, wildlife, federally listed threatened or endangered species/habitat evaluation, and anticipated impacts to each resource.

Results of the Threatened & Endangered species survey will be documented in a Biological Assessment report. If an informal consultation with the U.S. Fish and Wildlife Service (USFWS) is required, then the **CONSULTANT** shall be responsible for performing this part of the project development process on behalf of the **SCDOT**. Any concessions related to scope of work, construction activities, or mitigation measures will require **SCDOT** approval prior to final USFWS coordination. Once approved by USFWS, the concessions shall be included as environmental commitments in the environmental document.

All correspondence or communication with the USFWS must receive prior approval by the **SCDOT**. If formal consultation is required, FHWA will initiate and handle, but the **CONSULTANT** will provide supplemental information. The **CONSULTANT** shall include a separate biological assessment report regarding the project effects on any State recognized rare, threatened, or endangered species.

- 402.7 *Cultural Resources (Historical and Archaeological) – Investigations shall be conducted as required. Cultural resources reports will comply with the state and federal requirements. However, if ten (10) or fewer archaeological and/or architectural sites are identified and a finding of “no historic properties are affected” or “no adverse effect to historic properties” is made a short form report format (provided by **SCDOT**) will be utilized. All SHPO coordination shall occur through **SCDOT**.

Investigations and reporting shall be conducted to identify sites eligible or potentially eligible for the National Register of Historic Places (NRHP), as required by Section 106 of the National Historic Preservation Act. Prior to initiating field work, information will be gathered on previously recorded archaeological sites, standing structures, and National Register properties.

If eligible or listed properties are identified within a project's Area of Potential Effects, the Criteria of Adverse Effect (36 CFR Part 800.5) will be applied in order to assess the effects of the project on historic properties. A Cultural Resource Report and Architectural Survey Card will be provided to **SCDOT** for submittal and concurrence by SHPO and other consulting parties. All SHPO coordination shall occur through **SCDOT**.

It is assumed that Adverse Effects to any listed or eligible resources can and will be avoided. If the project's impact on historic properties cannot be avoided, then **SCDOT**, **FHWA**, and the **CITY** must consult with the SHPO and other consulting parties (e.g. federally-recognized tribes) to resolve adverse effects.

Once the conditions for resolving adverse effects are agreed upon, they become formalized in a Memorandum of Agreement (MOA). Services required by the **CONSULTANT** to resolve unavoidable adverse effects to historic resources will be included in the MOA and shall be considered additional to this contracted scope of work and may require a modification to the scope and/or contract.

Fieldwork and reporting will follow the SC Standards and Guidelines for Archaeological Research. It is understood that a full Phase I cultural resource report may be necessary; however, for findings of up to five non-significant sites, a short form report format (provided by the **SCDOT**) will be utilized.

It is assumed that the project will involve coordination with the **CITY** and the Design Development Review Committee (**DDRC**) to ensure that the project meets local design criteria and historic preservation requirements. The **CONSULTANT** shall coordinate with the **CITY** to ensure requirements are met and applicable forms and paperwork are completed.

402.8 *Section 4(f) / 6(f) – The **CONSULTANT** shall identify public use properties within the project corridor that are protected under Section 4(f) (23 CFR 774) and Section 6(f) (LWCF Act). Once identified, **CONSULTANT** shall perform *de minimis* or programmatic 4(f) evaluations as required for each identified property. It is assumed that a *de minimis* 4(f) is anticipated for the Assembly Street project if the project encroaches onto South Carolina Statehouse grounds.

If Section 6(f) properties are identified, **CONSULTANT** shall make a recommendation for minimizing or mitigating impacts. The **CITY** and **SCDOT** will conduct 6(f) coordination and **CONSULTANT** will assist and summarize efforts in the NEPA document.

402.9 *Air Quality – The **CONSULTANT** shall provide a narrative regarding the overall effects of the project on air quality, including an analysis of Mobile Source Air Toxics (MSATs) per FHWA’s Interim Guidance (February 3, 2006), and indicate the Attainment or Non-Attainment status of the county where the roadway is to be improved or constructed.

402.10*Displacements – The **CONSULTANT** will identify all potential business and residential relocations that will occur as a result of the project.

402.11*Phase I Environmental Site Assessment (ESA) – In assessing the environmental liabilities associated with the proposed new right of way, the **CONSULTANT** shall prepare a Limited Phase I ESA Report for each project within the road improvement corridor.

The Limited Phase I ESA Report will not include property chain of ownership or title information, ASTM Questionnaire, or interviews with property owners. All property reconnaissance will be conducted from the public thoroughfares. Local/historical records review will be confined to minimum search distances from the project corridor limits relative to the requirements of the ASTM 1527-13.

Documents such as notices of violation, individual property contamination studies, and individual property remediation reports from state and local agencies be reviewed as available. A single Limited Phase I ESA report that includes all parcels assessed will be provided in electronic (PDF) format.

403.0 The **CONSULTANT** will be responsible for organizing one (1) Public Information Meeting to meet the requirements of NEPA documentation. For this meeting the **CONSULTANT** shall provide the following:

403.1*Public Information Meeting (PIM) – The **CONSULTANT** shall prepare related Public Information Meeting materials, (deliverables would include advertisement, displays, handouts, comment forms, and sign-in sheets). The information contained in handouts will be consistent with the information contained within the environmental document. The **CONSULTANT** shall provide draft copies of all materials to be used in public meetings or hearings to the **CITY** (and/or **SCDOT**) for review a minimum of 10 business days prior to printing. The **CONSULTANT** will coordinate a police presence at the public meeting per direction from the **CITY**. The Public Information Meeting will be held either immediately prior to the submission of the 30% plans or after comments have been received and addressed on the 30% plans.

403.1.1*PIM Materials – The **CONSULTANT** will develop a Project Handout and 36” x 60” (approximate) layouts illustrating the proposed improvements, typical sections, limits of the project, etc. to the Project corridor.

403.1.2*PIM Material Review Meeting - One (1) meeting will be held with the **CITY** and **SCDOT** to review the materials that will be presented at the PIM.

403.1.3*PIM Responses – The **CONSULTANT** will prepare responses to each comment received during the public comment period for the **CITY** to review and distribute. It is assumed that 75 comments will be received and will require a response.

Assumptions:

- 1) *A Programmatic Categorical Exclusion (PCE) is the level of documentation required*
- 2) *One (1) Public Information Meeting will be held.*
- 3) *No waters of the U.S. are present within the project area, therefore no permitting will be required*
- 4) *Meetings will be in-person with appropriate CDC protocols*
- 5) *The first phase of this project will only include one Public Information Meeting (per SCDOT Public Involvement Manual, most recent edition).*
- 6) *This project will be limited to a Phase 1 ESA. If a Phase 2 ESA is required, this work will be incorporated into the second phase of this project.*

Deliverables:

- 1) *One (1) PCE and Supporting Documents (PDF & Hardcopy)*
- 2) *One (1) digital copy of the USACE Approved Jurisdictional Determination*
- 3) *One (1) digital copy of the Biological Assessment Report*
- 4) *Up to five (5) Environmental Documentation Exhibits (PDF) as needed*
- 5) *One (1) Phase I Environmental Site Assessment (ESA) (PDF)*
- 6) *Meeting displays for one (1) Public Information Meeting.*
- 7) *Agendas, handouts, and minutes for Public Information Meeting will be included in this task.*
- 8) *Electronic copies of all Public Information handouts and exhibits for online distribution*

TASK 500: TRAFFIC DATA COLLECTION AND ITS DESIGN

501.0 *Field Investigation - The **CONSULTANT** shall complete a site visit for each intersection with representatives of the **CITY** (and **SCDOT** if required) to discuss the project goals and objectives.

501.1 As part of this field visit, the **CONSULTANT** will collect site specific information, take digital photos of the intersections and existing signal equipment, and field check copies of the existing signal plans.

501.2 The **CITY** (and/or **SCDOT**) will provide the existing signal plans to the **CONSULTANT**.

501.3 There are four existing signalized intersections within the project area which are listed below. Each intersection below includes the assumed conversion, if necessary.

1. Assembly Street and Pendleton Street

- i. Existing – Mast arms and poles with foundations. No work to the existing signal arms, poles, or foundations are anticipated for this project.
 - ii. Proposed – Coordination and modification of signal heads, detectors, pedestrian push buttons, and integration of existing ITS equipment. Signal preemption (TOMAR) equipment is also anticipated.
 - 2. Assembly Street and Senate Street
 - i. Existing – Span wire.
 - ii. Proposed – Install mast arm and pole with foundation, modification of detectors, pedestrian push buttons, and integration of new ITS equipment. Signal preemption (TOMAR) equipment is also anticipated.
 - 3. Assembly Street and Gervais Street
 - i. Existing – Mast arms and poles with foundations. It is anticipated that only the southwest pole, skirt, mast arm and foundation will have to be replaced for this intersection. No work to the other existing signal arms, poles, or foundations are anticipated for this project.
 - ii. Proposed – Coordination and modification of signal heads, detectors, pedestrian push buttons, and integration of existing ITS equipment. Signal preemption (TOMAR) equipment is also anticipated.
 - 4. Assembly Street and Lady Street
 - i. Existing – Span wire
 - ii. Proposed – Install mast arm and pole with foundation, modification of detectors, pedestrian push buttons, and integration of new ITS equipment. Signal preemption (TOMAR) equipment is also anticipated.
- 502.0 *Research and Review of Existing Traffic Information – The **CONSULTANT** will research and review any previous traffic studies done in the area as well as travel demand model forecasts that can be provided to the **CONSULTANT** by the **CITY** and/or **SCDOT**.
- 502.1 *Existing Equipment Evaluation – The **CONSULTANT** will collect information from the **CITY** and/or **SCDOT** regarding the existing signal plans, signal equipment to be re-used and signal/system timing plans for the project area.
- 502.2 It is assumed the existing ITS signals are interconnected. The **CITY** shall provide the **CONSULTANT** the existing interconnect plans, timing, and equipment list for the existing interconnection.
- 503.0 *Traffic Volume Data Collection – The **CONSULTANT** will conduct turning movement counts at each intersection (4-locations) for selected peak periods (am/noon/pm). The type of count data collected (vehicle, trucks/buses, and pedestrians) and duration of peak periods will be coordinated with **CITY** prior to obtaining counts.
- 503.1 A parking study will be performed by the **CONSULTANT** for the existing parking areas within the project corridor. Any relevant PASPORT data will be included into the parking study to supplement the parking study results.
- 504.0 *Clearance Interval Timing – The **CONSULTANT** will recalculate the vehicle and pedestrian clearance time for each intersection within the project area. These results will be included into the Preliminary Traffic Analysis Report.

- 505.0 *Crash Analysis Data – The **CONSULTANT** will request crash reports from the **CITY** and/or **SCDOT** (or other responsible parties) to be used in the preliminary traffic design and modeling.
- 505.1 The analysis of the crash data will include trends for time of day, day of week, type of crash, lighting conditions and weather conditions.
- 505.2 Recommendations will be made if applicable to minimize crashes.
- 506.0 *Multimodal Analysis – The **CONSULTANT** will review multimodal options. Beginning with the parking utilization, bicycle facilities, pedestrians’ facilities such as curb ramps, midblock crossing options and any other features that affect pedestrian movements.
- 506.1 The **CONSULTANT** will meet with the transit provider to discuss existing and future bus shelters and stops.
- 506.2 The **CONSULTANT** will review alternative cross sections to explore parking alternatives.
- 507.0 *Preliminary Traffic Summary Meeting – The **CONSULTANT** will conduct one meeting with the **CITY** to discuss the results of our analysis as well as our recommendation(s) for the intersections.
- 508.0 *Preliminary Traffic Analysis Report – The **CONSULTANT** will prepare a preliminary technical report summarizing and documenting the traffic analysis process, findings, and recommendations.
- 508.1 It is assumed that signal warrant analysis will not be included in this phase of the project.
- 509.0 *Preliminary Signal and Interconnect Plans – The **CONSULTANT** will prepare for the **CITY** a preliminary Signal Plan and Interconnect Plans that shows the location of the proposed/existing signal supports, signal controller for each intersection and interconnect conduit runs.
- 509.1 New Decorative Mast Arm installations will be included at the intersections of Assembly Street/Senate Street, and Assembly Street and Lady Street. New decorative mast arms will also be included for the southwest corner of the Assembly Street and Gervais Street intersection.
- 509.2 Video detection will be proposed or modified for each intersection within the project area.
- 510.0 *Preliminary Signal and Interconnect Cost Estimate – The **CONSULTANT** will prepare a construction cost estimate based upon the preliminary signal and interconnect plans for the project.

Assumptions:

- 1) *Existing signal and interconnection plans will be provided by the **CITY** (and/or **SCDOT**) for each intersection within the proposed project.*
- 2) *Any existing or previously performed (relevant) traffic models or studies will be provided to the **CONSULTANT** by the **CITY** (and/or **SCDOT**).*

- 3) The **CITY** (and/or **SCDOT**) will provide the **CONSULTANT** with a list of existing equipment that is anticipated to be reused.
- 4) The **CITY** (and/or **SCDOT**) will provide the **CONSULTANT** with the crash data that is available within the project area.
- 5) A signal warrant analysis will not be performed for this project.
- 6) The **CITY** will provide the plans for the proposed improvements at the intersection of Assembly and Lady Streets.

Deliverables:

- 1) One (1) electronic copy of the Preliminary Traffic Analysis Report.
- 2) Preliminary signal and interconnect plans will be incorporated with the preliminary roadway plans.
- 3) One (1) parking study for the project area.

TASK 600: PRELIMINARY ROADWAY DESIGN & PLAN DEVELOPMENT

- 601.0 *Conceptual Design Criteria – The **CONSULTANT** will develop design criteria for the project prior to developing preliminary plans. The design criteria, along with typical sections shall address all design features for the roadway. The established design criteria will be in accordance with SCDOT and the associated design manuals below:
- 601.1 The SCDOT's Standard Specifications for Highway Design Construction (Latest Edition)
 - 601.2 The SCDOT's Roadway Design Reference Material for CONSULTANT Prepared Plans
 - 601.3 The SCDOT's Standard Drawings for Road Construction (Latest Edition)
 - 601.4 Standard Provisions of the SCDOT
 - 601.5 The SCDOT's Roadway Design Manual (Latest Edition)
 - 601.6 AASHTO "A Policy on Geometric Design of Highways and Streets" (2011 Edition) and other applicable AASHTO Standards such as Bike and Pedestrian Manual (Latest Edition)
 - 601.7 2003 The Manual of Uniform Traffic Control Devices (MUTCD), 2009 Edition
 - 601.8 Other Applicable SCDOT and FHWA design material
- 602.0 *Typical Section(s) – The **CONSULTANT** will develop up to six (6) typical sections to illustrate the necessary elements of the design criteria.
- 602.1 *Typical Section(s) Review Meeting – The **CONSULTANT** will attend one (1) meeting with representatives of the **CITY** (and **SCDOT**) to finalize the proposed typical section and design criteria.
- 603.0 Preliminary Plans – The **CONSULTANT** will apply the approved typical section and design criteria into preliminary plans. The preliminary plans will include, however not be limited to the following elements:
- 603.1 *Horizontal and Vertical Geometric Alignment - The **CONSULTANT** will establish the roadway geometric alignment and profile in sufficient detail and in the appropriate format, to clearly illustrate significant design features of the project.
 - 603.2 *Preliminary Roadway Plans - The **CONSULTANT** will prepare preliminary roadway plans at a scale of 1-inch equals 20 feet horizontally and 1-inch equals 5-feet vertically, where appropriate. The preliminary plans shall be completed as soon as the typical sections have been established then approved by the **CITY** and accepted by **SCDOT**.
 - 603.3 *Preliminary Plan Layout - Preliminary plan layout will be developed and serve as the base documents for further refinement into the final right-of-way plans and construction documents. This task is for preliminary plan elements that are not a part of the plan or profile of the project (i.e. title page, R/W data sheet, geometric data sheet, etc.)

- 603.4 *Detail Preliminary Plans - The preliminary plans shall contain sufficient details of pertinent physical features to illustrate the design which will include: all geometric data, necessary, section on structure type, size and centerline location, horizontal and vertical alignments, limits of existing right-of-way and adjacent properties, type, size and location of major above ground utility facilities, and limits and configuration of proposed right-of-way.
- 603.5 *Roadway Cross Sections - The **CONSULTANT** will develop roadway cross sections at a scale of 1-inch equals 1-foot (horizontally and vertically). Roadway cross sections will be taken every 100 feet in tangents and 50 feet in horizontal curves to facilitate construction of the proposed roadway.
- 603.6 *Intersection and Bump-Out Detail Sheets – The **CONSULTANT** will develop intersection detail sheets where appropriate to clearly convey areas of pedestrian refuge (including medians), paver layouts at intersections, stamped cross walk locations, and but not limited to, bump out details to assure ADA compliance is maintained.
- 603.7 *Bus Shelter Detail Sheets – The **CONSULTANT** will compile bus shelter detail sheets to identify bus shelter locations and sizes to assist COMET in the review of the project as well as to provide input.
- 603.8 *Intersection Turning Geometrics - The **CONSULTANT** will analyze the turning geometry for all intersections.
- 603.9 *Design Field Review (DFR) - Representatives from the **CITY**, **SCDOT** and the **CONSULTANT**, will perform one (1) DFR meeting during the preliminary plan development.
- 603.10 *Preliminary Quantity Computation - The **CONSULTANT** will compile a preliminary list of estimated construction quantities.
- 603.11 *Preliminary Opinion of Probable Cost – The **CONSULTANT** will develop an Engineers opinion of probable cost based on project elements and quantity computations.
- 603.12 *QA/QC Review - The **CONSULTANT** will review the preliminary roadway plans for quality control and quality assurance (QA/QC) prior to submitting to the **CITY** and the **SCDOT**.
- 603.13 *Comment Responses - The **CONSULTANT** will address and respond to two (2) rounds of written comments from the **CITY** and the **SCDOT**.

Assumptions:

- 1) **CITY / SCDOT** to provide two (2) rounds of written comments after initial submittal. The first round will be within 3 weeks of submission.
- 2) One (1) Design Field Review will be scheduled at the completion and review of the preliminary plans by the **CITY** and **SCDOT**.
- 3) The typical section(s) will be submitted for approval to the **CITY/SCDOT** prior to Preliminary Plan submittal.
- 4) Top of curb/curb grade profiles will not be included in the preliminary plan submission.

Deliverables:

- 1) *Five (5) half size sets of Preliminary Roadway Plans.*
- 2) *One (1) electronic copy of all AutoCAD files.*
- 3) *Five (5) hard copies of the Preliminary Cost Estimate.*
- 4) *One (1) electronic copy of the preliminary cost estimate.*
- 5) *One (1) electronic pdf copy of the plans.*

TASK 700: PRELIMINARY HYDROLOGY / HYDRAULIC DESIGN

701.0 Preliminary Roadway Hydrology – The **CONSULTANT** will perform various aspects of the roadway drainage design. The impacts to the existing hydrology due to the proposed project will be evaluated. The drainage will be designed in accordance with the **SCDOT's** hydraulic design publication “South Carolina Department of Transportation Requirements for Hydraulic Design Studies,” latest edition. The design shall also comply with the “S.C. Storm Water Management and Sediment Reduction Regulations”, and the NPDES General Permit. City of Columbia will act as the reviewing agency (MS4) for Stormwater Permitting. All hydraulic design and documents will be in compliance with the following design criteria:

- 701.1 SCDOT's Requirements for Hydraulic Design Studies, latest edition;
- 701.2 SCDOT Standard Drawings, latest edition;
- 701.3 The Environmental Protection Agency's (EPA) National Pollution Discharge Elimination System (NPDES) as administered under General Permit SCR160000 by the SC Department of Health and Environmental Control (DHEC);
- 701.4 FEMA Regulations, 44CFR Chapter 1;
- 701.5 State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.; South Carolina State Water Law;
- 701.6 AASHTO “Highway Drainage Guidelines” dated 2007;
- 701.7 “SCDOT Stormwater Quality Design Manual” dated June 2014;
- 701.8 SCDOT Supplemental Specifications
- 701.9 City of Columbia Stormwater Management Plan
- 701.10 2018 Richland County Land Development Manual

702.0 *Hydraulic Design Criteria - The **CONSULTANT** will develop the hydraulic design criteria for this project. This task includes the elements below:

- 702.1 *Hydraulic Data Collection – The **CONSULTANT** will perform field investigations and collect relevant hydraulic data of land use, existing flooding/floodways, etc. for existing and proposed project details.
- 702.2 Identify receiving stream(s) for the project and cross check with SC DHEC's most current 303(d) list and table for water bodies with approved TMDL's.

703.0 Preliminary Roadway Hydraulic Design

- 703.1 *Drainage Basin Mapping – The **CONSULTANT** will prepare the appropriate drainage basin map using existing topographic maps.
- 703.2 *Existing Stormwater Modeling – The **CONSULTANT** will use field and survey data to accurately model and verify the adequacy of the existing storm drainage facilities for any additional flows caused by the proposed improvements.
- 703.3 *Preliminary Drainage System – The **CONSULTANT** will prepare a preliminary drainage system layout for inclusion within the Preliminary Roadway Plans.
- 703.4 *Hydrology Design Field Review – The **CONSULTANT** will attend DFR and any field meetings with **SCDOT** and FHWA representatives.

704.0 *Preliminary Drainage Plans – The **CONSULTANT** will develop and compile preliminary drainage plans at a scale of 1-inch equals 20 feet illustrating the horizontal location of all proposed drainage elements.

- 704.1 *Preliminary Hydrology and Hydraulic Quantities – The **CONSULTANT** will develop preliminary quantities for the proposed improvements.
- 704.2 *Preliminary Opinion of Probable Cost – The **CONSULTANT** will develop and compile a preliminary opinion of probable cost for the hydraulic elements proposed in the preliminary drainage plans. These hydraulic elements will be included into the overall preliminary roadway cost estimate.

Assumptions:

- 1) *The use of a closed drainage system is anticipated for the entire roadway portion of the project.*
- 2) *The preliminary hydrology will be developed to the point where potential utility conflicts can be identified.*
- 3) *It is assumed the existing hydraulic elements will be retained and only necessary modifications to the hydrology network will be incorporated.*

Deliverables:

- 1) *Drainage sheets will be provided for inclusion in the Preliminary Roadway Plans for the entire project.*

TASK 800: PRELIMINARY STRUCTURAL DESIGN

- 801.0 *Preliminary Structural Design – The **CONSULTANT** will utilize the information gathered through the Utility Coordination efforts to determine the appropriate size and location of utility vault/duct bank in order to provide undergrounding of the existing and relocated utilities.
- 802.0 *Preliminary Opinion of Probable Cost – The **CONSULTANT** will develop a preliminary opinion of probable cost for utility vault/duct bank that will be included into the overall preliminary roadway cost estimate.

Assumptions:

- 1) *Only one (1) utility vault/duct bank will be designed for this project.*

Deliverables:

- 2) *Opinion of probable cost will be included into the overall roadway cost estimate for the project.*

TASK 900: PRELIMINARY UTILITY COORDINATION

- 901.0 Overall Utility Coordination – The **CONSULTANT** shall have the responsibility of coordinating the Project development with all utilities that may be affected. All utility relocations shall be handled in accordance with the **SCDOT's** “A Policy for Accommodating Utilities on Highway Rights of Way” and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. These services shall be performed by individuals skilled and experienced in utility coordination services.
- 902.0 The **CONSULTANT** shall design the Project to avoid conflicts with utilities where possible and minimize impacts where conflicts cannot be avoided. This may include, but is not limited to, utilizing all available utility data, whether obtained from SUE services, as-built plans, or provided by the **SCDOT/CITY** or some other source.
- 903.0 *Utility Record Collection and Review – The **CONSULTANT** shall initiate early coordination with all utility companies that are located within the Project limits. Coordination shall include, but not limited to, contacting each utility company to advise the company of the proposed Project, obtaining copies of as-built plans for the existing utility facilities (if available), perform a review of utility as-built plans and determine the utility company's requirements for the relocation of their facilities.
- 904.0 *Site Visit - The **CONSULTANT** shall perform a site visit for a visual inventory of existing utilities within the proposed project limits.
- 905.0 *SUE Mapping Recommendation - The **CONSULTANT** shall develop a SUE recommendation for the project dependent on the information gathered and the projected level of Utility Coordination expected for the Project.
- 906.0 *Initial Plan Distribution - The **CONSULTANT** shall provide the utility companies with preliminary design plans as soon as the plans have reached a level of completeness adequate to allow the company to begin understanding the Project impacts.
- 907.0 *Project Conflict Review - The **CONSULTANT** will be expected to determine all utility conflict points, including work to properly analyze each conflict point, and make recommendations for resolution of the conflict, where possible.

- 908.0 *Coordination Meeting with Utility Companies - The **CONSULTANT** shall coordinate and conduct a review meeting with the utility companies to assess and explain the impact of the Project to the company. The **CITY's** Project Manager and Utilities Manager (or designee) shall be included in this meeting.
- 909.0 *Collection and Review of Prior Right Documentation - The **CONSULTANT** shall request the prior rights documents for each utility company's facilities. If there is a dispute over prior rights with a utility, the **CONSULTANT** shall be responsible for resolving the dispute and making a recommendation to the **CITY**. The **CONSULTANT** shall meet with the **CITY's** Project Manager to present the prior rights information gathered. This information must be sufficient for the **CITY's** Project Manager to certify the extent of the utility company's prior rights. The **CITY** shall have final approval authority as to the determination of whether the utility company has prior rights.
- 910.0 *Utility Relocation Sketch Coordination - The **CONSULTANT** shall request that each utility company provide a Relocation Sketch of their affected utilities. The utility company may use the **CONSULTANT's** design plans for preparing Relocation Sketches. If a party other than the utility company or its agent prepares Relocation Sketches, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Sketches as shown.
- 911.0 *Preliminary Utility Report - The **CONSULTANT** shall prepare and submit to the **CITY** A Preliminary Utility Report within 60 days after accepted Preliminary Plans.
- 912.0 *Progress Review Meeting – The **CONSULTANT** shall conduct a progress review meeting conference call with the **CITY's** Project Manager.

Assumptions:

- 1) *A “no conflict” letters, “no cost letters”, or Utility Agreements (including detailed cost estimates and relocation plans) will not be required as deliverables for the Preliminary Utility Coordination Task.*
- 2) *Utility Relocation plans (U-sheets) will not be required as part of the Preliminary Utility Coordination Task.*
- 3) *A utility conflict matrix will not be required as part of the Preliminary Utility Coordination Task*
- 4) *Utility relocation schedules will not be required as part of the Preliminary Utility Coordination Task.*
- 5) *Utilities will provide requested information within one month of receipt of the accepted preliminary plans.*

Deliverables:

- 1) *SUE Recommendation*
- 2) *Preliminary Utility Report (delivered in electronic .pdf format)*
 - *List of all utility companies and contact information within the Project limits.*
 - *Utility Company Coordination Meeting Minutes*

- *Preliminary assessment of utility company's facilities located within the project limits.*
- *Preliminary recommendation as to the extent of each utility company's prior rights.*
- *Preliminary assessment of the impact to each utility company, including approximate costs (for those utilities with prior rights), as can best be determined at the time.*
- *Recommendations for early relocations or in-contract relocations*

TASK 1000: PRELIMINARY SUBSURFACE UTILITY ENGINEERING

1000.1 *SUE Scoping Recommendations - Within 90 days of the Notice to Proceed for the contract, the CONSULTANT will provide the CITY with a recommendation as to the extent of SUE services to be provided. The CONSULTANT shall submit a proposed location map defining the limits of SUE locates. This map must be approved by SCDOT/CITY in writing prior to the commencement of work. This should include as much information as can be assembled on utility type, approximate location, owner, material type, prior rights, and any preliminary assessment of impact with respect to the scope of the proposed project. This information will be used to specifically define the limits of the SUE work to be performed.

1000.2 *Preliminary SUE Work - Preliminary SUE consists of designating services (Quality Level B, C and D). For the purpose of this *Agreement*, "designate" shall be defined as indicating, by marking, the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. The second phase consists of test hole services (Quality Level A). For the purpose of this *Agreement*, "locate" means to obtain the accurate horizontal and vertical position of the subsurface utilities by excavating a test hole.

Unless specifically stated otherwise, the **CONSULTANT** shall adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02).

1000.2.1 Designating

1000.2.1.1 In the performing of designating services under this *Agreement*, the **CONSULTANT** shall,

1000.2.1.1.1 Provide all equipment, personnel and supplies necessary for the completion of Quality Level 'B' information for approximately **24,688 LF** of underground utilities.

1000.2.1.1.2 Provide all equipment, personnel and supplies necessary for the completion of Quality Level 'C' information for approximately **7,625 LF** of underground utilities.

- 1000.2.1.1.3 Provide all equipment, personnel and supplies necessary for the completion of Quality Level 'D' information for approximately **8,079 LF** of underground utilities.
- 1000.2.1.1.4 Provide all equipment, personnel and supplies necessary for the accurate recording of information for approximately 6,100 LF of aerial utilities and 40 utility poles.
- 1000.2.1.1.5 Conduct appropriate records and as-built plans research and investigate site conditions.
- 1000.2.1.1.6 Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow **CONSULTANT** personnel to work within the existing streets, roads and rights-of-way.
- 1000.2.1.1.7 Designate the approximate horizontal position of existing utilities by paint markings in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. All utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for each individual project.

1000.2.1.2 In the performing of designating services under this *Agreement*, **CITY** shall,

- 1000.2.1.2.1 When requested, provide reasonable assistance to the **CONSULTANT** in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
- 1000.2.1.2.2 Provide notification to key **CITY** personnel concerning the upcoming SUE services to be provided by the **CONSULTANT**.

Assumptions:

- 1) *No SUE work shall be performed until **CITY/SCDOT** has approved in writing the preliminary SUE locate map.*
- 2) *The above scope does not include the designation of gravity sewer, gravity storm sewer and all service lines and down spouts to/from buildings.*
- 3) *The above scope does not include horizontal and vertical locating of utilities to SUE Quality Level 'A' by performing test holes.*

TASK 1100: PRELIMINARY GEOTECHNICAL INVESTIGATIONS

- 1101.0 Prior to beginning the subsurface field exploration, the **CONSULTANT** will notify the **CITY** seven (7) days in advance so the **CITY** can coordinate with the **SCDOT**, and adjacent property owners. **CONSULTANT** has assumed that exploration will occur in the **SCDOT**, and/or **CITY** rights-of-way. Additionally, the **CONSULTANT** will request an SC811 ticket prior to starting field work for the exploration.
- 1102.0 *Boring and Core Locations – The **CONSULTANT** will make recommendations as to the locations of the proposed borings. The **CONSULTANT** will provide copies of the proposed subsurface exploration plans to the **CITY** prior to initiation of field work for review and acceptance.
- 1103.0 *Existing Pavement Thickness and Mast Arm Foundations – Subsurface Exploration
- 1103.1 Twelve (12) cores will be performed to create a sample frequency of approximately every 500 linear feet per 2-lanes plus an additional core at each of the three (3) intersections within the **SCDOT** right-of-way, **CITY** right-of-way, or **COUNTY** right-of-way.
- 1103.2 Twelve (12) soil test borings (Standard Penetration Test borings) for mast arms will be performed up to a depth of thirty (30) feet, or auger refusal (whichever occurs first).
- 1104.0 *Geotechnical Traffic Control Plan – A traffic control plan will be developed by the **CONSULTANT** and submitted to the **CITY** and **SCDOT** for approval prior to beginning investigative work. This will be performed for safe access to core and boring locations. **SCDOT** style lane closures are proposed.
- 1105.0 *Boring Location Survey – At the completion of field work, test locations will be located for latitude, longitude, and elevation with GPS equipment by the **CONSULTANT**.
- 1106.0 *Field Engineering – The **CONSULTANT** will provide oversight of drill rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM 2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.
- 1107.0 *Laboratory Testing – The **CONSULTANT** will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing may include, as estimate, the following:
- 1107.1 20 Natural Moisture Content Tests
- 1107.2 20 Grain Size Distributions with wash No. 200 Sieve
- 1107.3 20 Moisture-Plasticity Relationship Determinations (Atterberg Limits)

1108.0 *Preliminary Roadway Geotechnical Engineering and Pavement Report – The **CONSULTANT** will prepare a Preliminary Roadway Geotechnical Report. The Preliminary Roadway Geotechnical Engineering and Pavement Report include boring logs, boring and coring plan, laboratory test results, and discussion about:

- 1108.1 Existing pavement thickness
- 1108.2 Mill and overlay options
- 1108.3 Soil properties for mast arm foundation design

1109.0 The **CONSULTANT** will notify the **CITY'S** designated Project Manager prior to performing any work on site.

Assumptions:

- 1) *This phase and scope does not include any work or activities associated with geotechnical exploration for embankments, new full depth pavement sections, drainage improvements, sidewalks, and planters. Geotechnical **CONSULTANT** will provide soil properties for mast arm design to be used by others, measured of existing pavement sections, and commentary on mill and overlay concepts.*
- 2) *All work will be performed within existing **SCDOT** R/W and no geotechnical exploration permissions will be necessary for this project.*

Deliverables:

- 1) *One (1) hard and one (1) electronic Preliminary Geotechnical Engineering Report.*

TASK 1200: PRELIMINARY LANDSCAPING & IRRIGATION

1201.0 The Landscape Design services provided during the preliminary stages of this project will be limited to identifying locations and species to be used in the planting and irrigation design within the limits of the proposed project.

1202.0 *Conceptual Design Meeting – The **CONSULTANT** will meet with the **CITY's** Project Manager (and **SCDOT** Representative if desired), and any involved team member(s) in one (1) joint meeting to discuss the overall look and intended landscaping and hardscaping to discuss locations, opportunities, look and feel, etc. to confirm limits, to identify design criteria.

1203.0 *Preliminary Landscape Plans – Based on the conceptual design meeting, the **CONSULTANT** will develop a preliminary landscaping and irrigation plans that will be included into the overall roadway plans.

1204.0 *Preliminary Quantities and Opinion of Probable Cost – The **CONSULTANT** will utilize the preliminary landscaping plans and develop a quantity list as well as a cost estimate that will be included in the preliminary roadway cost estimate.

Assumptions:

- 1) *The project area will be a continuation of the first phase of the Assembly Street Streetscape Project.*

Deliverables:

- 1) *A set of preliminary landscaping plans will be incorporated into the preliminary roadway plan set.*

TASK 1300: PRELIMINARY LIGHTING & ELECTRICAL DESIGN

1301.0 Lighting design will be provided for the project in accordance with **AASHTO** and **SCDOT** lighting standards and specifications.

1302.0 *Conceptual Lighting and Luminosity Development – the **CONSULTANT** shall work with the **CITY** to gather data on existing roadway lighting systems and electrical services that are currently within the project limits. The **CONSULTANT** shall also work with **CITY** to choose a roadway lighting fixture, pole and accessories as a basis of design.

1303.0 *Preliminary Lighting Plan – The **CONSULTANT** shall provide a working plan set with a preliminary lighting layout for comments and review that will be incorporated into the preliminary plan set.

1304.0 *Preliminary Quantities and Opinion of Probable Cost – The **CONSULTANT** will utilize the preliminary landscaping plans and develop a quantity list as well as a cost estimate that will be included in the preliminary roadway cost estimate.

TASK 1400: DESIGN ADJUSTMENT SERVICES

1401.0 *Preliminary Design Adjustment Services - During the project development process, the need for additional design effort above and beyond that which was anticipated and included in other specific tasks may be necessary. This additional work shall be included in this task. The **CONSULTANT** shall perform work under this task only upon prior written direction from the **CITY**. Due to the complexity of the project, it is assumed that this task has a maximum 200 hours. If any additional man-hours are needed a contract modification will be required.

Anticipated Design Difficulties (Option 1 – Pendleton Street to Senate Street):

1. R/W acquisition from adjacent property owners (5 parcels)
2. Geometric limitations at the intersection of Assembly Street and Senate Street.
3. Structural elements under the roadway at the intersection of Assembly Street and Senate Street (entrance/exit to State House) along with the installation of mast arms and foundations at the intersection of Pendleton Street and Senate Street.
4. Security elements associated at the entrance to State House.
5. Design elements associated with the proposed improvements that are adjacent to the State House.
6. Conflicts between proposed hydraulic elements and undergrounding of utilities (i.e. multiple conflict boxes may be required).
7. Potential loss of on-street parking.
8. Incorporating two COMET bus stops.

Anticipated Design Difficulties (Option 2 – Senate Street to Gervais Street):

1. R/W acquisition from adjacent property owners (6 parcels)
2. Involving one of the busiest intersections in the City of Columbia, Assembly Street and Gervais Street.
3. Design elements associated with the proposed improvements that are adjacent to the State House.
4. Conflicts between proposed hydraulic elements and undergrounding of utilities (i.e. multiple conflict boxes may be required).
5. Environmental impacts associated with 4(f) and/or 6(f) properties.
6. Potential loss of on-street parking.

Anticipated Design Difficulties (Option 3 – Gervais Street to Lady Street):

1. R/W acquisition from adjacent property owners (11 parcels)
2. Vibration and construction monitoring for the building in the northeast corner of the intersection of Assembly Street and Gervais Street.
3. Incorporating one COMET bus stop.
4. Conflicts between proposed hydraulic elements and undergrounding of utilities (i.e. multiple conflict boxes may be required).
5. Potential loss of on-street parking.

Figure 1

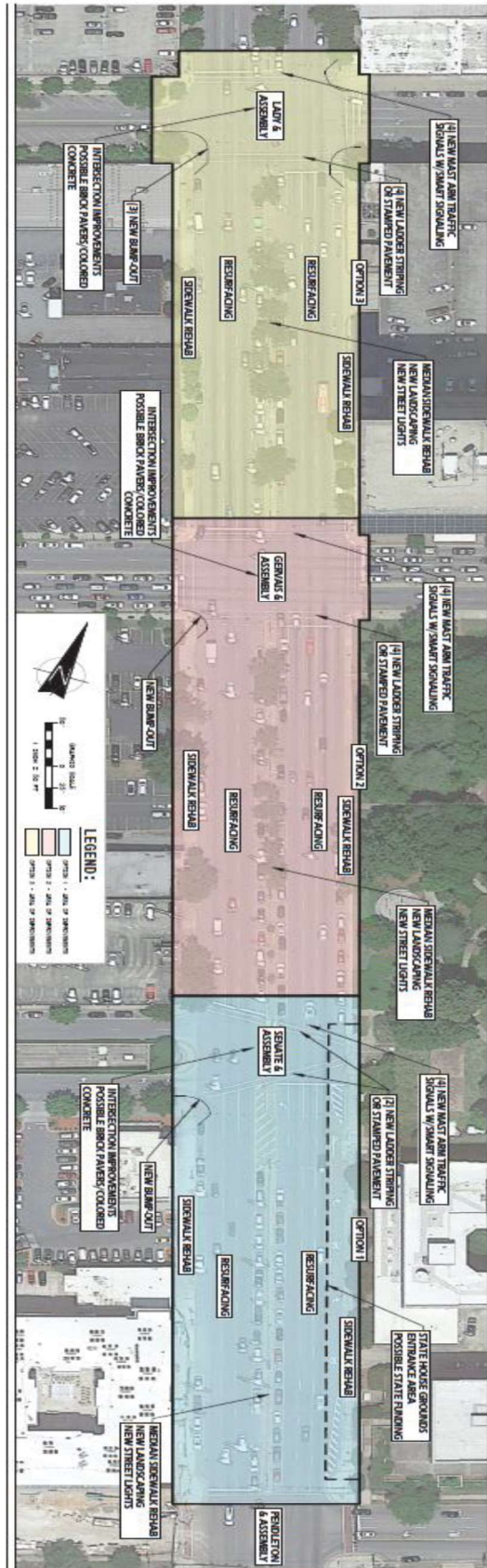


EXHIBIT “B”
PHASE 1 MILESTONE SCHEDULE
City of Columbia
CIP # SR8061
Assembly Street Streetscape Improvement Project
Columbia, South Carolina

Milestone Schedule

Notice to Proceed (NTP)	Immediately upon execution
Surveys Complete	2-3 months after NTP
Submit Design Criteria and Typical Sections	2-3 months after NTP
Initial Stakeholder Meetings	3-5 months after NTP
Preliminary Submittal of Roadway Plans	6-7 months after NTP
Preliminary Submittal of Engineers Opinion of Probable Cost	6-7 months after NTP
Design Field Review	6-8 months after NTP
Public Involvement Meeting	8-10 months after NTP
Environmental Documentation Complete	8-12 months after NTP
Preliminary Utility Report	8-12 months after NTP
Begin Scoping Phase 2	8-12 months after NTP

**EXHIBIT “C”
 PHASE 1 FEE SCHEDULE FOR
 City of Columbia
 CIP # SR8061
 Assembly Street Streetscape Improvement Project
 Columbia, South Carolina**

Fee By Task

TASK 100	PROJECT MANAGEMENT & COORDINATION	\$90,000.00
TASK 200	COMMUNITY RELATIONS & STAKEHOLDER SUPPORT	\$32,900.00
TASK 300	FIELD SURVEYS	\$72,200.00
TASK 400	ENVIRONMENTAL DOCUMENTATION / PROCESS	\$36,500.00
TASK 500	TRAFFIC DATA COLLECTION & ITS DESIGN	\$65,000.00
TASK 600	PRELIMINARY ROADWAY DESIGN & PLAN DEVELOPMENT	\$56,450.00
TASK 700	PRELIMINARY HYDROLOGY / HYDRAULIC DESIGN	\$43,200.00
TASK 800	PRELIMINARY STRUCTURAL DESIGN	\$14,110.00
TASK 900	PRELIMINARY UTILITY COORDINATION	\$50,975.00
TASK 1000	PRELIMINARY SUBSURFACE UTILITY ENGINEERING	\$87,315.00
TASK 1100	PRELIMINARY GEOTECHNICAL INVESTIGATION	\$40,000.00
TASK 1200	PRELIMINARY LANDSCAPING & IRRIGATION	\$15,900.00
TASK 1300	PRELIMINARY LIGHTING & ELECTRICAL DESIGN	\$30,500.00
TASK 1400	DESIGN ADJUSTMENT SERVICES	\$30,850.00
TOTAL		\$665,900.00

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/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) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	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)
Chao & Associates, Inc. DUNS # 189168735 CAGE # 3YMY5	V001545	Civil Engineering	\$99,885.00	15.00%	LBE, MBE, CDBE	AM
F&ME Consultants DUNS # 043692631 CAGE # 7EXW6	V007172	Geotechnical	\$26,600.00	3.99%	LBE	N/A
Vaughn & Melton DUNS # 48237846	V013914	SUE	\$39,950.00	5.99%	N/A	N/A
Grimball Cotterill & Associates	7000028415	Landscape Architecture	\$26,630.00	3.99%	LLR COA # 49 Small Local Business NAIC # 54	N/A
New South Associates DUNS # 197533573 CAGE # 0K629	7000030512	Cultural Resource Services	\$6,660.00	1.00%	WBE, SBE	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 \$ _199,770.00 _____
TOTAL CONTRACT AMOUNT: \$ _665,900.00 _____

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

Business Name: Mead & Hunt, Inc. _____

Representative Name/Title: _Tony Steffee_____

Date: __December 06, 2021_____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Chao & Associates, Inc. _____
Company Name

7 Clusters Court _____
Physical Address

7 Clusters Court _____
Mailing Address

Columbia, SC 29210-4831 _____
City/State Zip Code + 4

(803) 772-8420 _____ (_____) _____
Phone number Fax number

Jimmy Chao _____ Gerald Lee _____
Primary Contact Name Secondary Contact Name

jimmy@chaoinc.com _____ GeraldL@chaoinc.com _____
Primary Contact Email Address Secondary Contact Email Address

57-0848493 _____ V001545 _____
Federal ID # Vendor #

2) Subcontractors Company information (Primary/Main office location)

F&ME Consultants _____
Company Name

1825 Blanding Street _____
Physical Address

1825 Blanding Street _____
Mailing Address

Columbia, SC 29201 _____
City/State Zip Code + 4

(803) 254-4540 _____ (_____) _____
Phone number Fax number

Adam Shannon _____ Shawn Epps _____
 Primary Contact Name Secondary Contact Name

ashannon@fimecol.com _____ sepps@fimecol.com _____
 Primary Contact Email Address Secondary Contact Email Address

_61-1725606 _____ V007172 _____
 Federal ID # Vendor #

3) Subcontractors Company information (Primary/Main office location)

Vaughn & Melton _____
 Company Name

219 W Depot Street _____
 Physical Address

3600 Forest Dr (#102) _____
 Mailing Address

Columbia, SC 29204 _____
 City/State Zip Code + 4

(803) 639-0271 _____ () _____
 Phone number Fax number

Dean Smith _____ Wren Barrett _____
 Primary Contact Name Secondary Contact Name

dasmith@Vaughnmelton.com _____ ewbarrett@vaughnmelton.com _____
 Primary Contact Email Address Secondary Contact Email Address

_61-0663508 _____ V013914 _____
 Federal ID # Vendor #

4) Subcontractors Company information (Primary/Main office location)

Grimball Cotterill and Associates _____
 Company Name

600 Beltline Blvd _____
 Physical Address

600 Beltline Blvd _____
 Mailing Address

Columbia, SC 29205 _____
 City/State Zip Code + 4

(803) 738-9525 _____ () _____
 Phone number Fax number

Mark Cotterill _____ Beth Crane _____
 Primary Contact Name Secondary Contact Name

mark@grimballcoterill.com _____ bcrane8964@gmail.com _____
 Primary Contact Email Address Secondary Contact Email Address

_27-2243331 _____ 7000028415 _____
 Federal ID # Vendor #

5) Subcontractors Company information (Primary/Main office location)

New South Associates _____
 Company Name

722-A Blanding Street _____
 Physical Address

722-A Blanding Street _____
 Mailing Address

Columbia, SC 29210 _____
 City/State Zip Code + 4

(770) 498-4155 _____ (_____) _____
 Phone number Fax number

Natalie Adam Pope _____
 Primary Contact Name Secondary Contact Name

npadams@newsouthassoc.com _____
 Primary Contact Email Address Secondary Contact Email Address

58-1810664 _____ 7000030512 _____
 Federal ID # Vendor #



PO Box 147 | Columbia, SC 29217 | (803) 733-8682

TO: Teresa Wilson, City Manager

FROM: Clint Shealy, PE, Assistant City Manager, Columbia Water *CES*

SUBJECT: Ordinance No. 2022-009 – Lease for Property Adjacent to Metro Wastewater Treatment Plant

DATE: February 11, 2022

The City's Metro Wastewater Treatment Plant (MWWTP) is located at 1200 Simon Tree Lane. The MWWTP treats all of the sanitary sewer collected throughout the Columbia Water wastewater service area. In addition to the plant, the City owns much of the property around the MWWTP, as indicated on the map below. There have been numerous occasions the adjacent parcels have been utilized for access purposes due to the regular access being impeded by high water levels. In addition, Columbia Water has identified portions off this land for future treatment facility expansion, should capacity or regulatory standards necessitate.

Ordinance 2011-037 is a lease agreement between the City and Good Ole Boys for a portion of the City owned property adjacent to the plant, as reflected on the map below. Prior to and since the City's purchase of these parcels, they were used for planting, cultivating and harvesting associated with hunting activities. This use was in place prior to the City's purchase of the property. The City was asked and agreed to continue to lease the land for this purpose until such time the City identifies another use that may conflict with the lease, or until such time the leasee no longer wishes to lease the property. At this time, there are no conflicts with this use, thus approval for the lease extension is recommended.



ORDINANCE NO.: 2022-009

Authorizing the City Manager to execute a Ninth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is authorized to execute the attached Ninth Amendment of Hunting Lease between the City of Columbia and Old Boy Properties, LLC, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Shealy

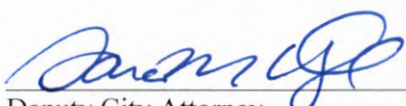
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

NINTH AMENDMENT OF HUNTING LEASE

THIS NINTH AMENDMENT OF HUNTING LEASE by and between the City of Columbia (hereinafter called "LESSOR") and Old Boy Properties, LLC, a South Carolina limited liability company (hereinafter called "LESSEE").

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into that certain Hunting Lease dated June 7, 2011, (the "LEASE");

WHEREAS, LESSOR and LESSEE entered into that certain First Amendment of Hunting Lease effective as of February 21, 2012; and, LESSOR and LESSEE entered into that certain Second Amendment of Hunting Lease effective as of May 21, 2013; and LESSOR and LESSEE entered into that certain Third Amendment of Hunting Lease effective as of May 20, 2014; and LESSOR and LESSEE entered into that certain Fourth Amendment of Hunting Lease effective as of May 26, 2015; and LESSOR and LESSEE entered into that certain Fifth Amendment of Hunting Lease effective as of April 4, 2017; and LESSOR and LESSEE entered into that certain Sixth Amendment of Hunting Lease effective as of May 16, 2017; and LESSOR and LESSEE entered into that certain Seventh Amendment of Hunting Lease effective as of May 20, 2018; and LESSOR and LESSEE entered into that certain Eight Amendment of Hunting Lease effective as of April 1, 2020 and,

WHEREAS, LESSOR and LESSEE have agreed to modify the terms of the LEASE pursuant to the terms set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, and in the further consideration of the agreements contained herein, the parties agree that the LEASE is amended as follows:

Section Two, "Term", shall be amended to the following:

The term of this Hunting Lease shall cover a two-year period commencing on April 1, 2022, and expiring on March 31, 2024.

Except as specifically modified herein, the terms of the LEASE are hereby ratified and confirmed by LESSOR and LESSEE and such terms contained therein shall continue with the same force and effect as if set forth herein and are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Eighth Amendment effective as of the day and year of the last signature hereinbelow.

Witnesses:

CITY OF COLUMBIA

By: _____

Teresa B. Wilson

Its: City Manager

Date: _____

OLD BOY PROPERTIES, LLC

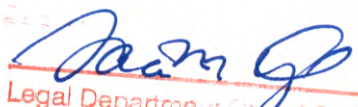
By: _____

B. Deas Manning

Its: _____

Date: _____

Last revised: 1/25/2022
22011731

APPROVED AS TO FORM

Legal Department City of Columbia, SC

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2022-008

Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, April 24, 2022 with a rain contingency date of Sunday, May 1, 2022

WHEREAS, the Koger Center for the Arts ("Koger Center") is hosting Live on Lincoln in the Vista on Sunday, April 24, 2022 from 5:00 p.m. until 8:00 p.m., with a rain contingency date of Sunday, May 1, 2022; and,

WHEREAS, the Koger Center has requested permission for the temporary closing and use of the 1200 block of Lincoln Street between Lady Street and Gervais Street from 10:00 a.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 8:00 p.m., and for patrons to consume beer and wine beverages only at on Sunday, April 24, 2022 from 5:00 p.m. until 7:30 p.m., with a rain contingency date of Sunday, May 1, 2022; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1200 block of Lincoln Street between Lady Street and Gervais Street regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, April 24, 2022, from 5:00 p.m. until 8:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1200 block of Lincoln Street between Lady Street and Gervais Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 10:00 a.m. until 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 7:30 p.m. on April 24, 2022, with a rain contingency date of Sunday, May 1, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Koger Center shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

LEGAL DEPARTMENT DRAFT

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, April 24, 2022, closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street shall be closed on Sunday, May 1, 2022. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

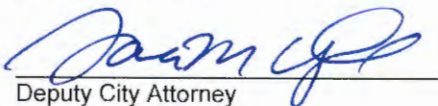
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

01/10/2022

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Chip Wade
wadeca@mailbox.sc.edu
803-777-9778

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

"Live on Lincoln"/ Fundraiser for the Arts

DATE(S) OF EVENTS: (monthly can be on one request)

4/24/22

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

5/01/22

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Lincoln Street in the Vista outside of Blue Marlin restaurant between Gervais Street and Lady Street.

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Lincoln Street between Gervais Street and Lady Street.

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

10:00 am to 10:00 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00 pm to 7:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event

(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:00 pm to 6:30 pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations

Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 12/2019

To whom it may concern,

The Koger Center for the Arts seeks permission to close Lincoln Street between Gervais Street and Lady Street in the Vista on Sunday, April 24th from 10:00 am to 10:00 pm for a fundraising event organized to support community arts and cultural groups. "Live on Lincoln" will invite patrons of the arts to Lincoln Street for a socially-distant performance experience in support of Midlands arts and cultural organizations. A set dinner menu catered by Blue Marlin will be provided for social groups at individual tables distanced throughout Lincoln Street. A stage will be set at the far end of Lincoln Street on the Lady Street side where Midlands artists will showcase mini-performances in support of local organizations struggling to endure the Covid-19 shutdown. The event will start at 5:00 pm and end at 7:00 pm. We are also requesting the same permission for a potential rain date on Sunday, May 1st should the original event be cancelled due to inclement weather. The Koger Center is asking permission to close the street at 10:00 am to 10:00 pm to allow enough time for setup and breakdown. "Live on Lincoln" will be the final event of Artista Vista 2022 and Lady Street in the Vista will also be closed on Sunday, April 24th for Artista Vista events. The Koger Center will ensure the safety of patrons and performers by adhering to the following safety protocols:

- Staggered arrival times and assigned seating to mitigate crowds. The Koger Center will open check-in 30 minutes prior to the event to alleviate lines.
- The Koger Center will allow a maximum capacity of four people from the same social group per table. Attendees must buy a table to attend the event in lieu of individual tickets.
- The event will be capped at 300 people.
- All tables will be spaced at least four feet apart.
- The first row of tables will be set fifteen feet from the front of the stage.
- Food and drinks will be served table side. Once the attendees are seated, they will be discouraged from moving about unless using the restrooms inside of Blue Marlin.
- Blue Marlin servers will follow all hospitality safety guidelines and will be wearing masks and gloves when preparing food. Blue Marlin is a Palmetto Priority participating restaurant. All food will be prepared inside of their restaurant and served by their staff.
- Masks will be worn unless eating, drinking, or performing.
- Sanitizing stations will be spread throughout the event.
- The Koger Center will offer a refund policy for those exhibiting Covid-19 symptoms to discourage those feeling sick from attending the event.

While the ongoing Covid-19 pandemic continues to force the widespread closure of cultural organizations and venues, artists are enduring a catastrophic loss of income. This unprecedented crisis threatens the survival of the dynamic and diverse cultural identity at the heart of the Midlands community. Proceeds raised through ticket sales, sponsorships, and individual donations will be split evenly among the participating arts organizations. We expect to feature ten to fifteen three-to-five minute "mini-performances" by local organizations including the Columbia Classical Ballet, the Columbia City Ballet, Trustus Theatre, the South Carolina Philharmonic, ColaJazz, the University of South Carolina School of Music and Theater ensembles, and many others. Artists and organizations are encouraged to invite their regular audience members and patrons for a socially-distanced evening of fine dining and live entertainment to benefit and sustain arts and culture in the Midlands.

Sincerely,
Chip Wade

Marketing Director
Koger Center for the Arts
803-777-9778
wade@mailbox.sc.edu



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Congaree Vista Guild, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1300 Block of Lincoln St., 800 & 900 block of Lady Street
(Location for Assignment)

for the time period of 7:00 am - 5:30 pm

(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

E. H. Frost
SIGNATURE OF REQUESTOR

2/1/2022

DATE

803-315-7761

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

RESOLUTION NO.: R-2022-009

Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 24, 2022

WHEREAS, the Congaree Vista Guild ("Vista") is hosting Artista Vista Crafty Feast in the Vista on Sunday, April 24, 2022 from 11:00 a.m. until 4:00 p.m.; and,

WHEREAS, the Vista has requested permission for the temporary closing and use of the 1300 block of Lincoln Street between Lady Street and Washington Street, and the 800 and 900 blocks of Lady Street east of the Hyatt Place parking lot and west of the Blue Marlin parking from 7:00 a.m. until 5:30 p.m. for preparation and staging of the area for an outdoor event to be held between 11:00 a.m. and 4:00 p.m., and for patrons to consume beer and wine beverages only on Sunday, April 24, 2022 from 11:00 a.m. until 3:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1300 block of Lincoln Street between Lady Street and Washington Street and 820-910 Lady Street between Hyatt Place parking and Blue Marlin parking regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, April 24, 2022, from 11:00 a.m. until 4:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1300 block of Lincoln Street between Lady Street and Washington Street and 820-910 Lady Street between Hyatt Place parking and Blue Marlin parking, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 7:00 a.m. until 5:30 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 11:00 a.m. and 3:30 p.m. on Sunday, April 24, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1300 block of Lincoln Street between Lady Street and Washington Street and the 800 and 900 blocks of Lady Street east of the Hyatt Place parking lot and west of the Blue Marlin parking, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1300 block of Lincoln Street between Lady Street and Washington Street and the 800 and 900 blocks of Lady Street east of the Hyatt Place parking lot and west of the Blue Marlin parking, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, April 24, 2022, closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street shall be closed on Sunday, May 1, 2022. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	01/07/2022	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Abby Anderson Executive Director abby@vistacolumbia.com 803-269-5946
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	2000		
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Artista Vista- Crafty Feast Annual arts festival		
DATE(S) OF EVENTS: (multiple day can be on one request)	Sunday, April 24, 2022		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	None		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Lincoln Street from Lady to Washington Lady Street from 820-910 Lincoln Street Tunnel		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	1300 block of Lincoln Street (between Lady and Washington) 820-910 Lady Street (between Hyatt Place parking and Blue Marlin parking)		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	7:00am - 5:30pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11:00am - 4:00pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	11:00am - 3:30pm		

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

*Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.

**ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

ARTISTA VISTA SAFETY PLAN/PROTOCOLS

Artista Vista will take place on April 22-24, 2022 in the Congaree Vista Guild business district. Each day is comprised of specific events where protocols will be in place to ensure the safety of patrons.

- Friday, April 16 is the annual art crawl where patrons are encouraged to visit local Vista galleries and stay in the district for dinner. Friday will also feature the Light and Lantern parade through The Vista.
- Saturday, April 17 is the art day celebration at the Vista Arts River campus off Huger Street.
- Sunday, April 18 will host the Crafty Feast art fair outdoors as well as Live on Lincoln with the Koger Center for the Arts.

Patron and Vendor Behavior

1. All vendors and patrons are asked to please stay home if you are positive for COVID-19, are showing symptoms of COVID-19 or have had close contact with a person with symptoms in the past 14 days.
2. All vendors and patrons are asked to maintain 6+ feet of social distancing at all times at Artista Vista events.
3. All patrons, vendors and businesses participating in Artista Vista events are encouraged to properly wear a face mask. (Masks are not required for children age 2 and younger.)
4. Please refrain from all hand and body contact with other patrons and vendors.
5. We ask all patrons to please refrain from handling products at vendor booths at Crafty Feast and local businesses. Please ask the business for assistance.

Crafty Feast Protocols

1. Vendors will be supplied with a 10'x10' space. Each vendor booth will be separated by 6 feet for proper social distancing.
2. There will be no more than 53 vendors at Crafty Feast.
3. All patrons and vendors will be required to maintain 6+ feet to adhere to social distancing.
4. All patrons and vendors will be required to wear masks at the event. (Masks are not required for children age 2 and younger.)
5. Vendor booths may have wrapped samples for patrons only.
6. Vendors are encouraged to have sanitizer at their booth. Patrons and vendors are encouraged to use hand sanitizer often during the event.
7. All vendors are asked to sanitize and clean equipment after each patron's use (pens, equipment, etc).
8. All vendors are encouraged to use touch-free payments and are discouraged from taking cash.
9. Signage will be placed throughout the event reminding patrons and vendors to properly wear masks, social distance and use hand sanitizer.
10. Any vendor who must cancel the market due to COVID-19 exposure is asked to let the Congaree Vista Guild staff know as soon as possible. A refund for vendor fees will be issued. Please give staff time to select another vendor to take your place.

RESOLUTION NO.: R-2022-010

Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 3, 2022

WHEREAS, Free Times and The Post and Courier Columbia ("Sponsor") are sponsoring the Columbia Food and Wine Festival on Sunday, April 3, 2022 in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 2:00 a.m. until 8:00 p.m. of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, for set up, clean up, and staging of the event to be held on Sunday, April 3, 2022 from 12:00 p.m. until 4:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 12:00 p.m. until 3:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, April 3, 2022, from 12:00 p.m. until 4:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 12:00 p.m. until 4:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 12:00 a.m. and 3:30 p.m. on Sunday, April 3, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

1/13/2022

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Lindsay Conine
803-269-4858
LindsayC@Free-Times.com

18.b

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

2022 Columbia Food and Wine Festival / Celebration and fundraiser

DATE(S) OF EVENTS: (multiple day can be on one request)

April 3, 2022

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Event is rain or shine

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Robert Mills House and Gardens
1616 Blanding St, Columbia, SC 29201

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

1600 block of Blanding Street between Henderson Street and Pickens Street

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

2:00am - 8:00pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

12:00pm - 4:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event

(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

12:00pm - 3:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.govLegal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparationParking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter baggingParks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservationsPolice Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, policePolice Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021

Packet Pg. 275



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Lindsay Conine / Columbia Food & Wine Festival, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1616 Blanding Street, Columbia, SC
(Location for Assignment)

for the time period of April 3, 2022 from 12:00pm- 4:00pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

1/13/22

DATE

803-269-4858

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

To whom it may concern,

The Columbia Food and Wine Festival seeks permission to close the 1600 block of Blanding Street on Sunday, April 3rd from 2:00 am to 8:00 pm for a food and wine community event. The Columbia Food and Wine Festival will invite advanced ticket holders to safely sample bites and sips from the Midlands' food and beverage industry. The entirety of the Sunday Festival will take place at the Robert Mills Estate and the 1600 block of Blanding will be used as two secured entrance points into the festival. All vendors must wear a mask unless actively eating or drinking. All guests and vendors will be offered a complimentary mask and individual hand sanitizer, should they not have their own. Seven complete hand sanitizing stations will be located throughout the event footprint, in addition. Seven complete booth style restrooms with running sinks will be available throughout the property. All vendors will be within an open air tent and guests will be allowed to approach from the exterior of the vendor booth.

The Columbia Food and Wine Festival is asking permission to close the Plaza at 2:00am to 8:00 pm to allow enough time for setup and breakdown.

The Columbia Food and Wine Festival will ensure the safety of patrons and vendors by adhering to the following safety protocols:

- Vendors and chefs will follow all hospitality safety guidelines and will be wearing masks and gloves when preparing and serving food.
- Sanitizing stations will be spread throughout the event.
- Individual booth style restrooms with running sinks will be available throughout the property.
- The Columbia Food and Wine Festival will offer a refund policy for those exhibiting Covid-19 symptoms to discourage those feeling sick from attending the event.
- The Columbia Food and Wine Festival will have signage indicating COVID-19 precautions for guests or vendors to review prior to entering the event footprint.

COVID-19 pandemic continues to hit many industries in the Midlands, especially the food and beverage industry. The Columbia Food and Wine Festival successfully hosted the full festival program in May of 2021 in efforts to continue to support restaurants, mixologists, servers and non-profits, who have been catastrophically affected by the pandemic. Through several events over the course of 4 days, The Columbia Food and Wine Festival was able to donate back to those affected restaurants, non-profits, etc. The commitment to serve, spotlight and support the talent of the Midlands is needed now more than ever.

A portion of proceeds raised through ticket sales and sponsorships will be given to two designated beneficiaries along with volunteer non-profit organizations.

Sincerely,

Lindsay Conine
Marketing and Events Manager
The Columbia Food and Wine Festival
Free Times I The Post & Courier Columbia
803-269-4858
lindsayc@free-times.com

CITY OF COLUMBIA APPLICATION FOR PARADE PERMIT

Name of Person Seeking Permit Lindsay Conine Date 1/13/22
 Address 2101 Gervais Street, Columbia SC 29204 Phone 803 269 4858
 Signature Lindsay Conine
 Organization Asking for Permit Columbia Food & Wine Festival / Free Times
 Address 2101 Gervais Street, Columbia SC 29204 Phone 803 745 0707
 Name of Parade Chairman Kelly Glynn
 Address 2009 Devine Street, Columbia SC 29205 Phone 803 665 5016
 Date of Proposed Parade 4/3/22 Assembly Time _____
 Starting Time _____ Termination Time _____

Parade Route:

Assembly Area: Robert Mills House - 1616 Blanding Street
 Starting Point: 1616 Blanding St. Columbia SC 29201
 Route: 1600 block Blanding Street

Termination Point: Robert Mills House - 1616 Blanding Street

Number Participating in Parade: Persons 2000 - on street & onsite @ Robert Mills House
 Animals (describe) N/A
 Vehicles (describe) N/A

Purpose of Parade celebration & fundraiser

PARADE PERMIT

- ☐ Granted as applied for:
☐ Granted as applied for with the following conditions (see attachment):
☐ Denied - Reason: _____
☐ Alternative Permit will be granted with the following conditions: _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days.

Date _____

Office of the Chief
Columbia, South Carolina

RESOLUTION NO.: R-2022-011

Authorizing consumption of beer and wine only at the 2022 First Annual Artistic Showcase Festival at Maxcy Gregg Park, 1651 Park Circle on Saturday, April 9, 2022, with a Rain Contingency Date of Saturday, April 16, 2022

WHEREAS, Takeria Smith ("Sponsor") is sponsoring the 2022 First Annual Artistic Showcase Festival on Saturday, April 9, 2022 at Maxcy Gregg Park, 1651 Park Circle, with a contingency date of Saturday, April 16, 2022; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 2:00 p.m. until 9:00 p.m. of Maxcy Gregg Park, 1651 Park Circle, for set up, clean up, and staging of the event to be held on Saturday, April 9, 2022 from 3:00 p.m. until 8:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 3:00 p.m. until 7:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in Maxcy Gregg Park, 1651 Park Circle, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, April 9, 2022, from 3:00 p.m. until 8:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Maxcy Gregg Park, 1651 Park Circle, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

LEGAL DEPARTMENT DRAFT

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 3:00 p.m. until 8:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 3:00 p.m. and 7:30 p.m. on Saturday, April 9, 2022 with a contingency date of Saturday, April 16, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time Maxcy Gregg Park, 1651 Park Circle, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

LEGAL DEPARTMENT DRAFT

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

1/17/22

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

80

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Takeria Smith
Keviasmith93@gmail.com
803-446-3429

19.b

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

2022 FIRST ANNUAL ARTISTIC SHOWCASE FESTIVAL
Vendor Event

DATE(S) OF EVENTS: (multiple day can be on one request)

April 9, 2022

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

April 16, 2022

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)1651 Maxcy Gregg Park
Columbia SC, 29201STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)Maxcy Gregg Park
1651 Park Circle
Columbia SC, 29201

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

2 pm-9 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

3 pm- 8 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

3 pm- 7:30 pm

****DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.***

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). ***Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council.*** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

****Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. **ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.***

NOTE: ***This form should only be used for public events where beer and/or wine are to be sold and consumed on City property*** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form ***should not*** be used to request use of City property for ***private*** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - 803-737-4242; fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 9/1/2021



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Takeria Smith, request the services of the City of Columbia Police
(Individual/Business)
Department to perform law enforcement duties at 1651 Park Circle, Columbia SC 29201
(Location for Assignment)
for the time period of April 9, 2022 / 3 pm- 8 pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

Takeria Smith

SIGNATURE OF REQUESTOR

1/17/22

DATE

803-446-3429

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

RESOLUTION NO.: R-2022-014

Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours at Saluda Riverwalk, 650 Candi Lane on Tuesdays, March 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24 and 31, 2022 with rain contingency dates of Thursdays, March 17, 24, 31, April 7, 14, 21, 28, May 5, 12, 19, 26 and June 2, 2022

WHEREAS, Bierkeller ("Sponsor") is sponsoring the Rocky Shoals Spider Lily Happy Hours at Saluda Riverwalk, 650 Candi Lane from 5:00 p.m. until 9:00 p.m. on Tuesdays, March 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24 and 31, 2022 with rain contingency dates of Thursdays, March 17, 24, 31, April 7, 14, 21, 28, May 5, 12, 19, 26 and June 2, 2022; and,

WHEREAS, the Sponsor has requested permission for the use of Saluda Riverwalk, from 4:00 p.m. until 9:00 p.m. on Tuesdays, March 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24 and 31, 2022, for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held between 5:00 p.m. until 9:00 p.m. on Tuesdays, March 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24 and 31, 2022 at Saluda Shoals Park and for patrons to consume beer and wine only at the event during the hours of 5:30 p.m. and 8:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Saluda Riverwalk, 650 Candi Lane, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Tuesdays, March 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24 and 31, 2022 from 5:00 p.m. to 9:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Saluda Riverwalk, 650 Candi Lane, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 5:30 p.m. until 8:30 p.m.

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only are authorized between the hours of 5:30 p.m. and 8:30 p.m. at the event; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris

within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that during the designated time that Saluda Riverwalk with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the Amphitheater Area at Saluda Riverwalk, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Tuesdays, March 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24 and 31, 2022, that Saluda Riverwalk with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be closed on Thursdays, March 17, 24, 31, April 7, 14, 21, 28, May 5, 12, 19, 26 and June 2, 2022. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Simons

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

01/12/2022

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Scott Burgess
Bierkeller Columbia
bierkellercolumbia@gmail.com
803 338-1599

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Rocky Shoals Spider Lily Happy Hours at Saluda Riverwalk

DATE(S) OF EVENTS: (monthly can be on one request)

March 15,22,29 April 5,12,19,26, May 3,10,17,24,31

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

March 17,24,31 April 7,14,21,28

May 5 12 19 26+6/2

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Saluda Riverwalk, 650 Candi Lane

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

n/a

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

n/a

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5p-9p

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:30p-8 30p

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 12/2019



CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM



I, Scott Burgess dba Bierkeller Columbia, request the services of the City of Columbia Police
 (Individual/Business)

Department to perform law enforcement duties at 650 Candi Lane
 (Location for Assignment)

for the time period of 5:30-8:30pm Tuesdays in March 15, 22, 29, April 5, 12, 19, 26, and May 3, 10, 17, 24, 31
 (Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

CITY OF COLUMBIA

APPLICATION FOR PARADE PERMIT

Name of Person Seeking Permit Scott Burgess Date 01/12/2022
 Address 1221 Main St, Ste 1100 Columbia 29201 Phone 803 338-1599
 Signature _____

Organization Asking for Permit Scott Burgess
 Address 1221 Main St, Ste 1100 Columbia 29201 Phone 803 338-1599

Name of Parade Chairman Scott Burgess
 Address 1221 Main St, Ste 1100 Columbia 29201 Phone 803 338-1599

Date of Proposed Parade Tuesdays March 15-May 31 Assembly Time 5p
 Starting Time 5:30p Termination Time 8:30p

Parade Route:

Assembly Area: 650 Candi Lane
 Starting Point: _____
 Route: _____

Termination Point: 650 Candi Lane

Number Participating in Parade: Persons 300
 Animals (describe) pets on leash acceptable
 Vehicles (describe) n/a

Purpose of Parade Spring Bierkeller happy hour series

PARADE PERMIT

- ☐ [] Granted as applied for:
☐ [] Granted as applied for with the following conditions (see attachment):
☐ [] Denied - Reason: _____
☐ [] Alternative Permit will be granted with the following conditions: _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days.

Date _____

Office of the Chief
Columbia, South Carolina

City of Columbia Parks & Recreation Department

Department Request for Facility Rental

This form must be submitted no later than 30 days prior to event.
This form does not guarantee support of your event

Employee Information:

Employee Name: Karen Swank Kustafik

Park Site: Columbia Parks Greenways

Phone Number: 803 315-9275 K 803 397-6556 Saluda

Event Information:

Facility/site: Saluda Riverwalk Dates of events: March 15, 22, 29 April 5, 12, 19, 26 May 3, 10, 17 24 31

Type of event: Rocky Shoals Spider Lily Happy Hours at Saluda Riverwalk

Event set-up time: 4 p Event start time: 5:30p Event end time: 8:30p Event take down time: 9 p

Estimated Attendance: 300

Will this event be advertised to the public? Y X N

Will donations or selling of tickets/items be collected? Y N X

Will you have amplified sound and/or music? Y X N

Describe amplified sound may have music at some events - not all

Will there be alcoholic beverages at this event? Y X N

If yes please describe Bierkeller Columbia providing service

Will you need the mobile stage? Y N X

Will you need the sectional stage? Y N X

Will you be requiring set up? Y N X

You are required to setup; and clean up all facilities; if you are asking for set up assistance please submit your set up requirements at the time of this request for consideration:

Please give general event description, describing any other equipment or materials:

Popular spring Biergarten series will return to this spring at the Saluda Riverwalk (this site is an alternate in the event that construction begins on the Riverfront Park grassy amphitheater site)

NOTE: City of Columbia Employee who reserve city facilities for an event are required to be present during the scheduled time of the event.

<u>Kare</u>	<u> / / </u>	<u> / / </u>	<u> / / </u>
Designated Employee Signature	Today's Date	Senior Park Leader Signature	Today's Date
<u>Kare Kustafik</u>	<u>1/12/2022</u>	<u>[Signature]</u>	<u>1/14/22</u>
Assistant Superintendent Signature	Today's Date	Superintendent Signature	Today's Date

Facility Reservation Staff Only

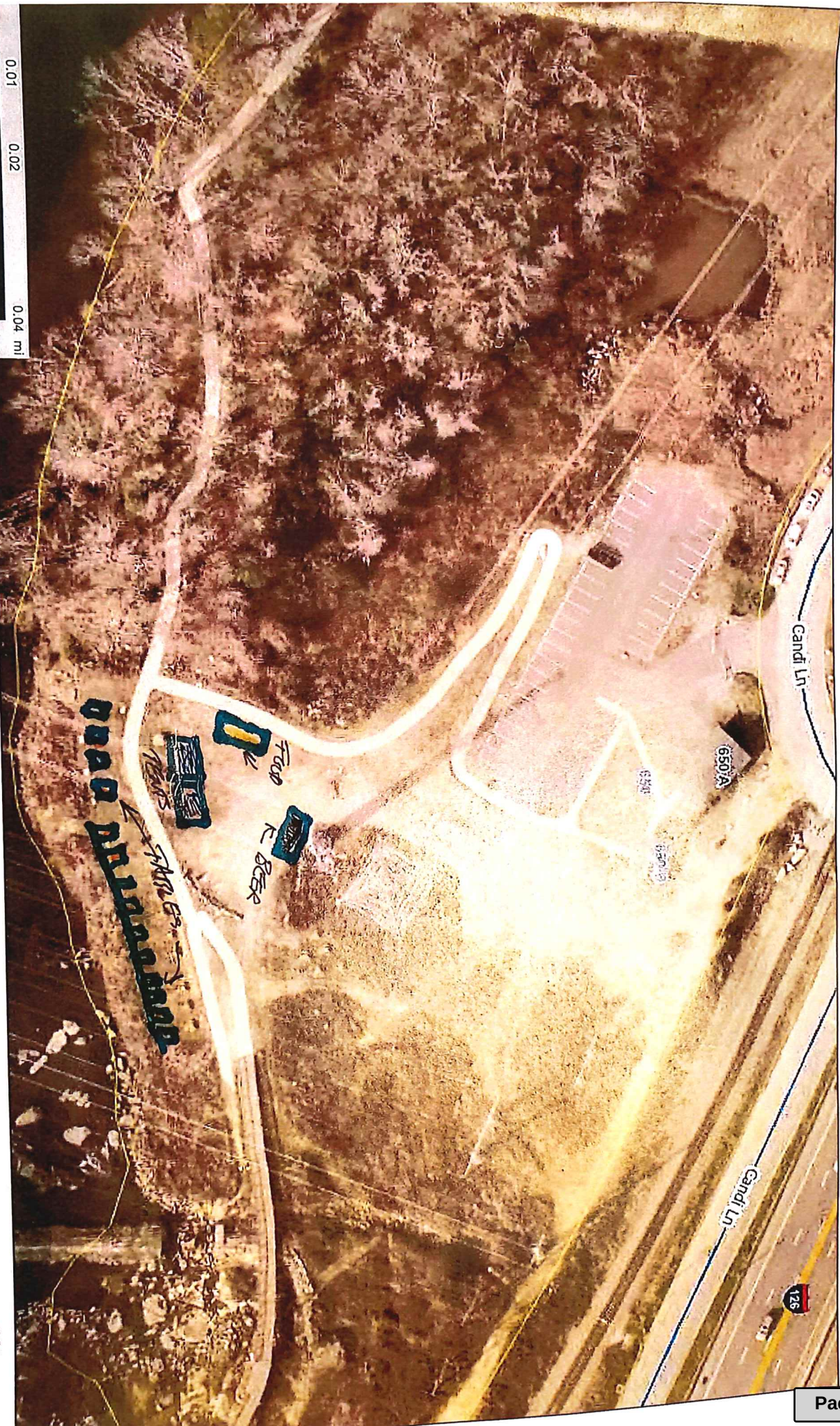
Event Support form: attached

<u> / / </u>	<u> / / </u>
Facility Reservation Staff	Date Received
<u> / / </u>	<u> / / </u>
Raymond Williams - Crew Leader Lead	Date Received

<u> / / </u>	<u> / / </u>
Deputy Director (if needed)	Date Received
<u>[Signature]</u>	<u>1/12/22</u>
Director of Parks and Recreations (if needed)	Date Received

City of Columbia Spring Bierkeller Location

Wednesday, January 12, 2022



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.



We Are Columbia

MAE
hac



RESOLUTION NO.: R-2022-015

Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival – Mixer on Main Satellite Event at Boyd Plaza, 1515 Main Street on Thursday, March 31, 2022

WHEREAS, Free Times and The Post and Courier Columbia ("Sponsor") are sponsoring the Columbia Food and Wine Festival – Mixer on Main Satellite Event on Thursday, March 31, 2022 at Boyd Plaza, 1515 Main Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 4:00 p.m. until 10:00 p.m. of Boyd Plaza, 1515 Main Street, for set up, clean up, and staging of the event to be held on Thursday, March 31, 2022 from 6:00 p.m. until 8:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. until 7:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Boyd Plaza, 1515 Main Street regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Thursday, March 31, 2022, from 6:00 p.m. until 8:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).

2. Organizer shall establish a boundary line around the event space at Boyd Plaza, 1515 Main Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.

3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.

5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.

6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.

7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 6:00 p.m. until 8:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:00 a.m. and 7:30 p.m. on Thursday, March 31, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time Boyd Plaza, 1515 Main Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

1/25/2022

21.b

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Lindsay Conine
803-269-4858
LindsayC@Free-Times.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

2022 Columbia Food and Wine Festival - Mixer on Main Satellite Event

DATE(S) OF EVENTS: (multiple day can be on one request)

March 31, 2022

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Event is indoor and outdoor, will move all vendors inside if inclement weather

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Boyd Plaza- 1515 Main St, Columbia, SC 29201

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

Boyd Plaza- 1515 Main St, Columbia, SC 29201

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

4:00pm - 10:00pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

6:00pm - 8:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event

(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

6:00pm - 7:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - [parade permit](#), [police](#)

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021

Packet Pg. 296



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Lindsay Conine / Free Times- Post & Courier Columbia, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Boyd Plaza
(Location for Assignment)

for the time period of Thursday, March 31, 2022 from 6:00pm - 8:00pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

1/25/22

DATE

803-269-4858

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

To whom it may concern,

The Columbia Food and Wine Festival seeks permission to close Boyd Plaza on Thursday, March 31st from 4:00 pm to 10:00 pm for a food and wine community event, Mixer on Main. The Columbia Food and Wine Festival will invite advanced ticket holders to safely attend this outdoor/indoor event. Limited to 150 total attendees, this event will allow guests flow from the Columbia Museum of Art lobby onto Boyd Plaza. All guests, chefs and vendors of the Mixer on Main event will undergo a variety of safety precautions before being allowed into the event. All vendors must wear a mask unless actively eating or drinking. All guests and vendors will be offered a complimentary mask and individual hand sanitizer, should they not have their own. Two complete hand sanitizing stations will be located throughout the event footprint, in addition. All cocktail rounds will be safely spaced at least six feet apart.

The Columbia Food and Wine Festival is asking permission to close the Plaza at 4:00pm to 10:00 pm to allow enough time for setup and breakdown.

The Columbia Food and Wine Festival will ensure the safety of patrons and vendors by adhering to the following safety protocols:

- Vendors and chefs will follow all hospitality safety guidelines and will be wearing masks and gloves when preparing and serving food.
- Sanitizing stations will be spread throughout the event.
- The Columbia Food and Wine Festival will offer a refund policy for those exhibiting Covid-19 symptoms to discourage those feeling sick from attending the event.
- The Columbia Food and Wine Festival will have signage indicating COVID-19 precautions for guests or vendors to review prior to entering the event footprint.

COVID-19 pandemic continues to hit many industries in the Midlands, especially the food and beverage industry. The Columbia Food and Wine Festival successfully hosted the full festival program in May of 2021 in efforts to continue to support restaurants, mixologists, servers and non-profits, who have been catastrophically affected by the pandemic. Through several events over the course of 4 days, The Columbia Food and Wine Festival was able to donate back to those affected restaurants, non-profits, etc. The commitment to serve, spotlight and support the talent of the Midlands is needed now more than ever.

A portion of proceeds raised through ticket sales and sponsorships will be given to two designated beneficiaries along with volunteer non-profit organizations.

Sincerely,

Lindsay Conine
Marketing and Events Manager
The Columbia Food and Wine Festival
Free Times I The Post & Courier Columbia
803-269-4858
lindsayc@free-times.com



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

21-002

Status:

Pending

Requested By Diane T. Wiley
Date Requested 12/8/2020
Neighborhood Belvedere Comm.
Map Attached ☒

Inventory Performed By Jed Holliday
Date Inventory Performed 12/10/2020

Insufficient Number of Lights ☒
Tree Canopy Issues ☒ **Date Canopy Addressed**
Bulbs Burned Out ☐ **Date Bulbs Addressed**

Existing Number of Lights **150 HPS** 84 **400 HPS** 0
Current Yearly Lease Cost \$9,989.28

Proposed Standard Lighting

	150 HPS	400 HPS
Additional Lights Requested	17	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$2,021.64	
Additional Poles Needed		0

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

17

PROJECT REQUEST TOTAL

\$2,021.64

YTD Additions to Budget \$2,021.64

YTD Lights Added 17

City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested 12/8/2020 **Date Lighting Addition Completed**

Belevedere Streetlighting Project

