



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, FEBRUARY 16, 2021

The Columbia City Council will conduct a Meeting on Tuesday, February 16, 2021 at 1:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. Citizens have the ability to listen to audio and participate in the meeting via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **9961**. For additional meeting information visit www.columbiacitysc.igmp2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

*The Honorable Mayor Stephen K. Benjamin
The Honorable Sam Davis, District I ■ The Honorable Tameika Isaac Devine, At-Large
The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II
The Honorable Daniel J. Rickenmann, District IV ■ The Honorable William Brennan, District III*

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

EXECUTIVE SESSION

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Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) **Withdrawn**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

EMERGENCY ORDINANCE

2. Ordinance No.: 2021-012 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances **Withdrawn**

APPROVAL OF MINUTES

3. Council is asked to approve the February 2, 2021 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

4. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director



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CONSENT AGENDA ITEMS 5 THROUGH 11

5. Council is asked to approve a Professional Services Agreement for State Lobbying Services from February 2021 to June 2021, as requested by the Office of Governmental Affairs. Award to Ed Givens - Fellowship Strategies, LLC in an amount not to exceed \$30,000.00. This firm is located in Columbia, SC.

Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$30,000.00.

6. Council is asked to approve the Purchase of two Ford Escape Hybrid Vehicles for the Engineering Department, as requested by the Fleet Services Division. Award to Santee Automotive, using the SC State Contract in the amount of \$50,860.00. This vendor is located in Manning, SC.

Funding Source: Engineering - Water Systems Improvement - Auto, Trucks, Heavy Equipment-Capital (5516220-658500) \$25,430.00; Engineering - Water Systems Improvement - Auto, Trucks, Heavy Equipment-Capital (5516221-658500) \$25,430.00. The original budget amount is \$50,860.00.

7. Council is asked to approve the Purchase of five Chevrolet Silverado Trucks for the Engineering Department, as requested by the Fleet Services Division. Award to Love Chevrolet using the SC State Contract in the amount of \$158,580.00. This vendor is located in Columbia, SC.

Funding Source: Engineering Water Systems Improvement - Auto, Trucks, Heavy Equipment - Capital (5516220-658500) \$79,290.00; Engineering Water Systems Improvement - Auto, Trucks, Heavy Equipment-Capital (5516221-658500) \$79,290.00. The original budget amount is \$158,580.00

8. Council is asked to approve the Purchase of two GVWR Single Axle Dump Trucks for the Street Division, as requested by the Fleet Services Division. Award to Carolina International Trucks, using the SC State Contract in the amount of \$218,614.22. This vendor is located in Columbia, SC.

Funding Source: Streets - Water and Sewer Repair - Auto, Trucks, Heavy Equipment - Capital (5513202-658500). The original budget amount is \$230,000.00.

9. Council is asked to approve Contract Amendment #2 for Project SS7428; Lower Saluda Relief Sewer and Major Pipe Rehabilitation, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$467,000.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects; Capital Project Costs (5529999-SS742801-658650). The original budget amount was \$1,185,000.00. The budget amount for this amendment is \$467,000.00. The total revised budget amount is \$1,652,000.00.



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This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Brown and Caldwell is the mentor and will provide overall project management, bidding, and project closeout services at 63.85% (\$1,054,840.00) of the revised total contract amount. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the protégé and will provide assistance with construction administration, onsite inspection of bypass systems and erosion/sedimentation controls, and submittal review services at 21.02% (\$347,300.00) of the revised total contract amount.

The following subconsultants will provide additional services:

Chao and Associates, a Minority Business Enterprise of Columbia, SC, will perform surveying and easement exhibit services at 13.81% (\$228,060.00) of the revised total contract amount.

Environmental Permitting Consultants, Incorporated will perform wetlands delineation and permitting services at 1.32% (\$21,800.00) of the revised total contract amount.

10. Council is asked to approve an Agreement for Project SS7583; Saluda River 02 (SR02) Engineer-Led Find and Fix Rehabilitation for an initial term of one year and nine months with the option to renew for one additional one-year period, as requested by Columbia Water. Award to Weston & Sampson Engineers, Inc. in the amount of \$948,765.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS758301-658650). The original budget amount is \$948,765.00.

This is a Mentor Protégé Program Project. Weston & Sampson Engineers, Inc. is the mentor and will provide overall project management services, pre-construction assessment services, permitting services, engineering services, and construction inspection services at 79.93% (\$758,365.00) of the total contract amount. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the protégé and will provide onsite construction inspection services at 20.07% (\$190,400.00) of the total contract amount.

11. Ordinance No.: 2021-002 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and P.C. Partnership, LLC for a portion of the Northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap

First reading approval was given on February 2, 2021.



**COLUMBIA CITY COUNCIL MEETING AGENDA
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ORDINANCE - FIRST READING

12. Ordinance No.: 2021-009 Granting an encroachment to Gadsden Place, LLC for use of the right of way areas of the 1200 block of Gadsden Street for the installation and maintenance of sidewalks, driveways, parking, curbing, landscaping and irrigation adjacent to its building at 1209 Gadsden Street and 1211 Gadsden Street, Richland County TMS#08912-07-06 and 08912-07-14

RESOLUTIONS

13. Resolution No.: 2021-006 Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 20 and associated Ramps for the Carolina Crossroads, Phase 2 – Broad River Road at I-20 Interchange Design-Build Project (P039719)
14. Resolution No.: 2021-008 Authorizing the City Manager to execute a Fifth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC for lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street (Office of Economic Development)
15. Resolution No.: 2021-010 Authorizing the Acquisition of Lexington County TMS # 002751-01-048 containing 6.47 acres and TMS # 002751-01-049 containing 5.85 acres, identified as two buffer parcels located south of Bower Parkway; Project Name: Upper Kinley Creek Sanitary Sewer Improvements; CIP Project #SS7331; CF#250-505

PUBLIC INPUT ON CLOSING AND TRANSFER OF STREET

16. Resolution No.: 2021-007 Public Input on Closing and Transfer of an unopened 0.39-acre portion of Lyon Street adjacent to Richland County TMS #11411-03-01, 11411-03-02, 11411-03-03, 11411-04-22, 11411-04-23, 11411-04-24, 11411-04-25, 11411-04-26, 11411-04-27 and 11411-04-28

Upon approval of this resolution, City Council will receive public input on the closing and transfer of the described property. No further action will be taken at this time.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT



**COLUMBIA CITY COUNCIL MEETING AGENDA
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EXECUTIVE SESSION

17. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) **Revised**
 - COVID-19
 - *Ordinance No.: 2021-012 - An Emergency Ordinance Extending and Amending Certain Emergency Ordinances*
 - Public Art
 - Closing and Transfer of an unopened 0.39-acre portion of Lyon Street
 - Climate Protection Action Committee
 - City Center Partnership
18. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - EdVenture
 - Columbia Housing Authority
19. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Richland County v. City of Columbia*

ADJOURNMENT



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

COVID-19



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-012 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2021-012 amending and extending mask-face coverings and temporary suspension of meetings ordinances (PDF)

ORDINANCE NO: 2021-012*An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19*

WHEREAS, SARS-CoV-2 (the Coronavirus) the virus that causes the disease COVID-19 continues to be a serious public health concern; and,

WHEREAS, the Centers for Disease Control and Prevention ("CDC") and SCDHEC advise the use of cloth face coverings to slow the spread of COVID-19; and,

WHEREAS, in Executive Order No. 2020-63, Governor Henry McMaster urged municipalities to enact measures requiring individuals to wear a face covering; and,

WHEREAS, it is vitally important that we continue to work together to decrease the widespread proliferation of COVID-19 among us; and,

WHEREAS, City Council finds that it is still in the public interest to protect public health and the general welfare of the public to extend the temporary suspension of normal operating procedures of City Council and City Boards and Commissions meetings as set forth in Ordinance No.: 2020-044 and to extend and amend the requirement that face coverings or masks be worn in public in the City of Columbia as set out forth in Ordinance No.: 2020-059; and,

WHEREAS, the requirements under both ordinances were further extended and amended by Ordinance 2020-093 through January 5, 2020; and,

WHEREAS, Sec. 2-86 of the Ordinances of the City of Columbia allows for the adoption of emergency ordinances on one reading without notice or hearing by affirmative two-thirds of the members present, and shall expire automatically on the 61st day following enactment; NOW, THEREFORE,

BE ORDAINED by the Mayor and Council this ___ day of _____, 2021, that the City of Columbia extends the temporary suspension of the normal operating procedures of City Council and City Boards and Commissions meetings and allows for the Mayor, Council Members, Board Members and Commission Members to remotely participate in voting and operational procedures by telephone or other means of electronic communication.

BE IT FURTHER ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2021 that facial coverings shall be required in all public places within the City to slow the spread of the novel coronavirus disease, known as COVID-19 as follows:

1. Face coverings which cover the nose and mouth shall be required in all public places within the City. All ~~persons~~individuals entering a commercial establishment in the City must wear a face covering while inside the establishment. ~~A~~Individuals must also wear a face covering ~~must also be worn~~ in situations where distances between ~~people~~individuals change frequently such as a busy sidewalk, waiting area, or popular outdoor area where it is impractical or impossible to maintain six feet of distance at all times. This ~~paragraph does~~Paragraph shall not apply to religious establishments. ~~However; however,~~ the use of face coverings is recommended during religious activities ~~as well.~~

2. All ~~restaurants, bars, retail stores, barbershops, salons, grocery stores, and pharmacies~~businesses in the City shall require ~~that~~ their ~~agents and~~ employees ~~to~~ wear a face covering which covers the nose and mouth at all times while having face-~~to~~-face interaction with the public. ~~Each individual employee violation of this ordinance will~~shall

be considered a separate and distinct offense. Although not required, the City urges businesses to encourage their employees to wear a face shield with a cloth mask when those employees have face-to-face contact with the public.

3. All businesses in the City shall require individuals to comply with Paragraph 1 of this Ordinance while those individuals remain on or within premises subject to the business's control.

4. Any individual who is unable to safely wear a face covering due to age, an underlying health condition, or is unable to remove the face covering without the assistance of others is exempt from this Ordinance.

5. Face coverings are not required in the following circumstances:

- a. In personal vehicles;
- b. When a person an individual is alone in enclosed spaces; during outdoor physical activity, provided the active person maintains a minimum of six (6) feet from other people at all times;
- c. When a person an individual is alone or only with other household members;
- d. While drinking, eating or smoking;
- e. When wearing a face covering causes or aggravates a health condition-;
- f. When wearing a face covering would prevent the receipt of personal services-; and
- g. When a person an individual is 10 years of age or younger.

5. A person 6. An individual who fails to comply with Paragraph 1 of this Ordinance shall be guilty of a civil infraction, punishable by a fine of not more than \$100.00 civil penalty of:

- a. A fine not exceeding \$100.00 for a first violation.
- b. A fine not exceeding \$200.00 for a second violation.
- c. A fine not exceeding \$500.00 for each additional violation.

Each violation of Paragraph 1 of this Ordinance shall be considered a separate and distinct offense.

7. A person who ~~fails to comply with~~ has the authority and ability to ensure that employees of a business subject to Paragraph 2 of this Ordinance comply with the face covering requirements of this Ordinance (e.g. the business's owner, manager, or supervisor), and who fails to ensure the business's employees comply with the face covering requirements of this Ordinance, shall be guilty of a civil infraction, punishable by a civil penalty of:

- a. A fine ~~of not more than~~ exceeding \$100.00- for a first violation.
- b. A fine not exceeding \$200.00 for a second violation.
- c. A fine not exceeding \$500.00 for each additional violation.

Each violation of Paragraph 2 of this Ordinance shall be considered a separate and distinct offense.

8. A person who has the authority and ability to ensure that individuals comply with Paragraph 1 of this Ordinance while those individuals remain on or within premises subject to the business's control (e.g. the business's owner, manager, or supervisor), and who fails to ensure those individuals comply with the face covering requirements of this Ordinance, shall be guilty of a civil infraction, punishable by a civil penalty of:

- a. A fine not exceeding \$100.00 for a first violation.
- b. A fine not exceeding \$200.00 for a second violation.
- c. A fine not exceeding \$500.00 for each additional violation.

Each violation of Paragraph 1 of this Ordinance occurring on or within premises subject to the control of a business in the City shall be considered a separate and distinct offense.

9. In addition to the fines established ~~by this paragraph,~~ in Paragraphs 6 and 8, violations of Paragraph 1 of this Ordinance occurring on or within premises subject to the control of a business in the City are hereby declared to be a public nuisance affecting public health pursuant to section 8-34 of the City Code. The City may enforce repeated violations of this Ordinance by a person who owns, manages, operates or otherwise controls a business subject to this Ordinance may, subject to all procedural protections set forth in the City Code, result in the suspension or revocation of any occupancy permit or business license Paragraph 1 of this Ordinance occurring on or within premises subject to the business's control by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State, including Article 11 of Chapter 8 of the City Code. Further, where three (3) or more violations of Paragraph 1 of this Ordinance occur on or within premises subject to the control of the business within a period of seven (7) or fewer days, the City may declare such business a public nuisance affecting public health pursuant to section 8-34 of the City Code and, in addition to other legal and equitable remedies available to the City, the City may suspend or revoke City-issued permits and licenses pursuant to section 8-40 of the City Code.

10. In addition to the fines established in Paragraphs 7, violations of Paragraph 2 of this Ordinance occurring

on or within premises subject to the control of a business where the in the City are hereby declared to be a public nuisance affecting public health pursuant to section 8-34 of the City Code. The City may enforce repeated violations occurred. Repeated violations of Paragraph 2 of this Ordinance are additionally hereby declared occurring on or within premises subject to be a public nuisance, which may be abated by the City business's control by restraining order, preliminary and permanent injunction, or other means provided for by the laws of this State. The foregoing notwithstanding, every effort shall be made to bring the business into voluntary compliance with the terms of this Ordinance prior to the issuance of any citation. For the purposes of Paragraph 2 of this Ordinance, "person" shall be defined as any individual associated with the business who has the control or authority and ability to enforce the social distancing requirements of the Ordinance within the business, such as an owner, manager or supervisor. "Person" may also include an employee or other designee that is present at, including Article 11 of Chapter 8 of the City Code. Further, where three (3) or more violations of Paragraph 2 of this Ordinance occur on or within premises subject to the control of the business but does not have the title of manager, supervisor, etc., but has the authority and ability to ensure that the requirements of this Ordinance are met while the within a period of seven (7) or fewer days, the City may declare such business is open to the public a public nuisance affecting public health pursuant to section 8-34 of the City Code and, in addition to other legal and equitable remedies available to the City, the City may suspend or revoke City-issued permits and licenses pursuant to section 8-40 of the City Code.

711. Should any provision, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

BE IT FURTHER ORDAINED that this emergency ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance.

This ordinance shall take effect immediately.

Requested by:

Mayor and City Council

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Teresa A. Knox

City Attorney

Introduced:

Final Reading:

City Clerk



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the February 2, 2021 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- MN_02_02_2021 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 2, 2021

The Columbia City Council conducted a virtual meeting on Tuesday, February 2, 2021 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:04 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. 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.*

INVOCATION

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. Davis, Council voted unanimously to adopt the agenda, subject to amending the firm's name in **Item 12** from TC Partnership, LLC to PC Partnership, LLC; adding the discussion of Ordinance No.: 2021-008 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19 to **Item 13**; and adding Racial Equity Index to **Item 15**.

APPROVAL OF MINUTES

1. Council is asked to approve the January 19, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve the January 19, 2021 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

Ms. Teresa Wilson, City Manager introduced Ms. Sharonda Jamerson, a doctoral student in nursing at the University of South Carolina. One of the requirements for her health politics and policy internship is to shadow a policymaker or staff who works for policymakers. I will be working with her over the next few weeks.

Ms. Sharonda Jamerson, Ph.D. Candidate at the University of South Carolina said thank you all for the opportunity. I will be following you all to learn the process of policy and decision making.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 2, 2021

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

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

Mr. Harry Tinsley, Emergency Management Director said there are over 103 million cases worldwide and 2.4 million deaths according to the John Hopkins University data. As of February 1, 2021, the U.S. had over 26 million confirmed cases and over 439,000 deaths. In South Carolina, there are just under 400,000 confirmed cases with about five million tests administered to date. As of the last reporting, we had 2,130 new cases in the state with a 21.6% positivity rate. Unfortunately, there were 210 new confirmed deaths bringing the state total to 6,564. In Richland County, the case count stands at 32,539. Over the last 14-days, Richland County had 3,665 new cases with a daily average of 261 cases. Unfortunately, we had 399 confirmed deaths in the county. There were seven zip codes that had over 200 cases. The zip code with the highest case count (413) continues to be 29229. As of January 27, 2021, the state's recent disease activity shows that all counties continue to be in the high risk category. As of January 30, 2021, the state's recovery rate is estimated at 88.4% and the case fatality rate is estimated at 1.56%. Statewide hospitalizations remain high with a utilization rate of 78% and ICU rate at 75%. As of February 1, 2021, over 388,000 doses of the vaccine have been administered.

CONSENT AGENDA ITEMS 3 THROUGH 11

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 3** through **11**.

3. Council is asked to approve the Purchase of Purate, a chemical for the Lake Murray Water Plant, as requested by Columbia Water. Award to Water Solutions, as a Sole Source in the amount of \$105,000.00. This vendor is located in West Haven, CT. - *Approved*

Funding Source: Utilities Lake Murray Water Plant - Chemicals (5516207-624800). The original budget amount is \$105,000.00.

4. Council is asked to approve an Agreement for the Installation of a New Playground Area at T.S. Martin Park, as requested by the Parks and Recreation Department. Award to Churchich Recreation & Design, Inc. in the amount of \$179,936.00. The firm is located in Bluffton, SC. - *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 2, 2021

Funding Source: Community Development Block Grant (CDBG) - Engineering General Capital Projects - Capital Project Cost (4039999-PK004602-658650) \$179,681.00 and (1015104-PK004602-638500) \$255.00. The original budget amount is \$179,936.00. CDBG funding is contingent upon the Department of Housing and Urban Development (HUD) issuing an Authorization to Release Grant Funds (AUGF) and the Community Development Department providing a Notice of Environmental Clearance (NEC) to the Parks and Recreation Department prior to executing contract with vendors.

Churchich Recreation & Design, Inc. of Bluffton, SC, will provide site amenities at 5.44% (\$9,780.00) of the total contract amount.

The following subconsultants will provide additional services:

Trekfit Inc. of Chambly, Quebec, will provide bamboo jungle equipment at 13.87% (\$24,950.00) of the total contract amount.

Porter Corp. of Holland, MI, will provide an NSL Shelter at 11.50% (\$20,700.00) of the total contract amount.

Zeager Bros., Inc. of Middletown, PA, will provide wood fiber material at 2.36% (\$4,250.00) of the total contract amount.

Miracle Recreation Equipment Company, Inc. of Monett, MO, will provide equipment at 23.04% (\$41,450.00) of the total contract amount.

Elephant Play of Montreal, Quebec, will provide basketball tree at 5.22% (\$9,400.00) of the total contract amount.

Inline Paving Industries, LLC. of Lexington, SC, will provide asphalt paving services at 4.56% (\$8,206.00) of the total contract amount.

L Squared Enterprises, LLC of Roswell GA, will provide installation of equipment and shelter services at 34.01% (\$61,200.00) of the total contract amount.

5. Council is asked to approve the Renewal of Computer Aided Dispatch Annual Maintenance Software Services, as requested by the Columbia - Richland 911 Communications Center. Award to Tri-Tech Software Systems in the amount of \$277,602.12. This firm is located in Columbia, SC. - *Approved*

Funding Source: City Account (1012701 - 638200) \$138,801.06 and County Account (2082702 - 638200) \$138,801.06. The original budget amount is \$277,602.12.

Attachment: MN_02_02_2021 (6478 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 2, 2021**

6. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1215 Shop Road; TMS# 11210-01-02 - *First reading approval was given on November 17, 2020 – Approved on second reading.*

Ordinance No: 2020-101 Annexing 1215 Shop Road, Richland County TMS #11210-01-02 - First reading approval was given on November 17, 2020 – Approved on second reading.

Council District: 3

Proposal: Request to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District (M-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

7. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for ±0.47-acre portion of 680 Candi Lane; TMS# 07208-03-06(p) - *First reading approval was given on January 19, 2021 – Approved on second reading.*

Ordinance No: 2021-004 Annexing and incorporating 0.47-acre portion of 680 Candi Lane, Richland County TMS #07208-03-06(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 - First reading approval was given on January 19, 2021 – Approved on second reading.

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Neighborhood Commercial (NC) by Richland County.

Applicant: Saluda River Partners

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

Attachment: MN_02_02_2021 (6478 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
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8. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for multiple University of South Carolina properties on East Broadway, Poe, South Evans, Sumter, and South Assembly Streets - *First reading approval was given on January 19, 2021 – Approved on second reading.*

Ordinance No.: 2021-007 Annexing and incorporating 1 East Broadway Street 11 Poe Street, 15 East Broadway Street, 12 East Broadway Street, 16 Poe Street, 10 Poe Street, 108 South Evans Street, 109 South Evans Street, 202 South Evans Street, 204 South Evans Street, 205 Sumter Street, 214 South Evans Street, 216 South Evans Street, and 130 South Assembly Street; TMS# 11208-01-01, 11301-12-01, 11301-12-04, 11301-13-01, 11301-13-02, 11301-09-07, 11301-10-02, 11301-11-01, 11301-11-02, 11301-11-05, and 11301-04-13 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 - First reading approval was given on January 19, 2021 – Approved on second reading.

Council District: 2

Proposal: Request to annex, assign land use classifications of Community Activity Corridor (AC-2), Urban Core Neighborhood Activity Center (UCAC-1), and Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Light Industrial District (M-1) with a portion within a Flood Protective Area (-FP) and Neighborhood Commercial District (C-2) with a portion within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.

Applicant: University of South Carolina

Staff Recommendation: Approval

PC Recommendation: 12/07/2020; Approval (8-0)

9. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 0.509-acre S/S Candi Lane; TMS# 07208-03-02 - *First reading approval was given on January 19, 2021 – Approved on second reading.*

Resolution No.: R-2021-002 Annexing 0.509-acre S/S Candi Lane, Richland County TMS #07208-03-02 – Approved on January 19, 2021.

Ordinance No.: 2021-004 Annexing and Incorporating 0.509-acre S/S Candi Lane, Richland County TMS #07208-03-02 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 - First reading approval was given on January 19, 2021 – Approved on second reading.

Council District: 2

Proposal: Request to annex, assign land use classifications of Urban Edge Mixed Residential (UEMR) and Transitional and Sensitive Lands (T/S), and assign zoning of Neighborhood Commercial District (C-2) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned Neighborhood Commercial (NC) by Richland County.

Attachment: MN_02_02_2021 (6478 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 2, 2021

Applicant: Richland County

Staff Recommendation: Approval

PC Recommendation: 12/07/2020; Approval (7-0)

10. ZONING MAP AMENDMENT for 2030, 2006, and 2010 Oak Street and 2027, 2023, 2015, 2007, 2305, and 2014 Henry Street, TMS# 11505-14-01, 11505-14-02, 11505-14-03, 11505-14-04, 11505-14-05, 11505-14-06, 11505-14-08, 11505-14-09, and 11505-14-10 - *First reading approval was given on January 19, 2021 – Approved on second reading.*

Council District: 2

Proposal: Request to rezone the parcel from General Residential District (RG-1), General Residential District (RG-2), and Neighborhood Commercial District (C-2) to Office and Institutional District (C-1)

Applicant: Anna M Davis, Second Nazareth Baptist Church

Staff Recommendation: Approval

PC Recommendation: 12/07/2020; Approval (7-0)

11. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT for 1135 Performance Parkway, TMS# 14500-02-24

Ordinance No.: 2021-003 Amending the Columbia Compass: Envision 2036 Map to amend land use classification for 1135 Performance Parkway, TMS# 14500-02-24 - First reading approval was given on January 19, 2021 – Approved on second reading.

City Council District: 1

Proposal: Request to amend the Columbia Compass: Envision 2036 Future Land Use Map to modify the land use classification of the parcel from Industrial (IND) to Employment Campus (EC).

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

Attachment: MN_02_02_2021 (6478 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 2, 2021**

ORDINANCES - FIRST READING

12. Ordinance No.: 2021-002 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and T.C. Partnership, L.L.C. for a portion of the Northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap – *Approved as amended on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-002 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and T.C. Partnership, L.L.C. for a portion of the Northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap, as amended to update the firm's name to P.C. Partnership, L.L.C.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

Councilor Devine said the Affordable Housing Task Force met and we will be bringing back some interim recommendations very soon. We used the matrix that many communities are using to identify the deficit of affordable housing in a community. We will be making a recommendation to Council and asking that other counties join us in making a pledge to look at increasing affordable housing units annually. In regards to the adhoc committee created to look at our Municipal Equity Index, Mr. Duvall and I met with some citizens to look at where we stand and to come up with some recommendations. We also met with Mayor Steve Williams from Huntington because they scored over 100 on the Municipal Equity. He provided some written recommendations that we will be bringing to Council in the next couple of weeks. The Environment and Infrastructure Committee met this morning. We had a presentation from CPAC and they are recommending a few updates to the bylaws. They have changed the organization of the committee. They want to be able to cast a wider net and make sure they have subject matter expertise. They are asking that we increase the number of seats and update them to be at-large seats. They are also proposing a change to the mission of CPAC. We also had a presentation from Dominion regarding the conversion of street lights from HID to LED. This would be at no cost to us and they have a full presentation which we can provide to Council. Staff is looking at the contract and we will be bringing forward a recommendation for Council to consider.

Mayor Benjamin said we have a vacancy on the Comet Board. We have previously discussed this and it was our collective intention to appoint Councilor Brennan for the open position.

Upon a motion made by Mr. Davis and seconded by Mayor Benjamin, Council voted unanimously to amend the agenda to add an appointment to the Central Midlands Regional Transit Authority (The Comet) Board.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 2, 2021

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to appoint The Honorable Will Brennan to the Central Midlands Regional Transit Authority (Comet) Board.

PUBLIC INPUT

No comments were made at this time.

Mayor Benjamin acknowledged the retirement of Councilman Sam Davis at the end of the year. We all want to say we love you and we are thankful for you, your leadership, and sacrifice. We will have more time to talk about your legacy.

Councilor Davis said it is time and I just want to say thank you. They say it's always good to leave before they send you. Everyone knows how I feel about the city and we have made progress over the years as a cohesive group. I am not going away and I will be available whenever possible. Columbia is good and when I leave, it is going to stay in good hands. Everybody is going to continue to do their best on behalf of the city we love.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 2:35 p.m. for the discussion of **Items 13** through **16** as amended.

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

*COVID-19
Finlay Park
Owens Field Stormwater Fees*

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

*Sheri Sandoval v. COC and SCDOT
State of SC Ex Rel Alan Wilson, Attorney General v. City of Columbia*

15. Discussion of negotiations incident to proposed contractual arrangements pursuant to SC Code §30-4-70(a)(2)

*2221 Devine Street
Economic Development Partners*

Attachment: MN_02_02_2021 (6478 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 2, 2021**

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

City Manager and City Attorney

Council adjourned the Executive Session at 7:02 p.m.

EMERGENCY ORDINANCES

17. Ordinance No.: 2021-008 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Ordinance No.: 2021-008 An Emergency Ordinance Extending and Amending Certain Emergency Ordinances Related to COVID-19.

Mayor Benjamin said we will continue to discuss how we can strengthen the ordinance to address the issue of repeat offenders who frequently violate the letter and spirit of the masking ordinance. This is not meant to be punitive but a recognition of the fact that we are still working our way through the biggest threat we have seen in over 100 years which has caused the lives of thousands of South Carolinians. We will be coming up with additional language that will seek to uphold businesses and individuals who are repeat offenders to a much higher level of sanctions. The language will be proposed by staff and shared publicly. We expect to have this discussion within the next week. It's important to get the vaccine now, if you have the vaccine available to you. In the meantime, mask-up, follow the law, and socially distance as much as possible.

ADJOURNMENT

Council adjourned the meeting at 7:04 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC

City Clerk

Attachment: MN_02_02_2021 (6478 : Approval of Minutes)



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

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



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Council is asked to approve a Professional Services Agreement for State Lobbying Services from February 2021 to June 2021, as requested by the Office of Governmental Affairs. Award to Ed Givens - Fellowship Strategies, LLC in an amount not to exceed \$30,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$30,000.00.

07/02/19 1011103 · Governmental Affairs

CLEAN WATER 2020?: No

FOCUS AREAS: Connecting Our Community, Innovative & High Quality Municipal Services

The budget amount is \$6,000.00 per month from February 2021- June 2021. The 5 months equals \$30,000.

ATTACHMENTS:

- 2.10.21APPROVED - 20210209_Lobbying Contract - Matter #21007915 (PDF)

CONTRACT FOR PROFESSIONAL SERVICES

WITNESSETH:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Packet Pg. 23

5. ACCESS TO RECORDS

The Contractor shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. AMENDMENTS

The parties may amend this Contract 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 Contract 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, Appendix A, Scope of Services, Appendix B, Budget or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Contractor shall not assign or subcontract any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-Contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and cause each of its sub-Contractors to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INTEREST OF CONTRACTOR

The Contractor covenants that Contractor 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 Contract or which is adverse to the interests of the City. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

The Contractor is expected to make Contractor'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 Contractor 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 Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

15. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

16. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Contract as of the date first above written.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: _____

WITNESSES AS TO CONTRACTOR:

CONTRACTOR-FELLOWSHIP STRATEGIES, LLC

Kimberly Givens
47-4233-073

FEDERAL ID NO:

BY: *Edwin Givens*

TITLE: *ED GIVENS Attorney*

Principal

**Contract for Professional Services
Between the City of Columbia
And
FELLOWSHIP STRATEGIES, L.L.C.
PO Box 11013
Columbia, SC 29211
Appendix A**

**Scope of Services
City of Columbia Legislative Goals**

Contractor will work at the direction of the City Manager to develop and implement an annual state government legislative strategy. Contractor will lead legislative monitoring and provide weekly legislative reports on the status of priority legislation during session. Contractor will represent the City at the Statehouse continuously during session, as directed by the City Manager. Contractor will provide a report to City Council at the beginning and end of each legislative session. Finally, Contractor will assist the City Manager and staff in responding to needs involving state government information or action so that the City's state government affairs activities are coordinated and aligned. Specific work items include:

Fellowship Strategies (Fellowship) is pleased to offer this correspondence in support of lobbying services for the City of Columbia. Fellowship understands that major legislative goals for city are advocating for:

1. Hate Crime Legislation, Criminal Justice Reform, Gun Violence Legislation- these measures will likely be taken up in the House Judiciary Committee and in the Senate Judiciary Committee. In the House this committee is chaired by Rep. Chris Murphy. I have worked with Rep. Murphy for many years and I will fully engage him and his committee on these issues on behalf of the City of Columbia. In the Senate this committee is chaired by Sen. Luke Rankin. I have been successful with working with Senate Rankin and his staff on numerous issues in the past. I am fortunate to developed a close person relationship with Senator Rankin through the years.,
2. Abandon Building Tax Credits, Property Tax Reform, Convention Center Funding, Canal Building, Vista Greenway, COVID-19 relief funding, rehiring retired Public Safety Officers- these issues will probably be taken up in the House Ways and Means Committee and the Senate Finance Committee. In the House this Committee is Chaired by Rep. Murrell Smith. I have worked with Chairman Smith for more than 20 years and I have much success with this committee. I will use my longtime relationships with this committee to secure as much funding as possible for the City of Columbia. In the Senate this Committee is Chaired by Sen. Hugh Leatherman. I have primarily worked with his staff for many years in securing funding and I will do this on behalf of the City of Columbia.

3. Small Business advancement, Broadband Expansion- any issues related to these areas will more likely be heard in the LCI committees in the House and Senate. In the house this committee is Chaired by Rep. Bill Sandifer. I have known and worked with Chairman Sandifer and key leadership on this committee for many years and I will work on behalf of the City of Columbia to expand these initiatives. In the Senate this Committee is Chaired by Sen. Thomas Alexander. I have known Sen. Alexander for many years and I will work with him and his committee to achieve these objectives.

My approach to successful lobbying on behalf of clients is utilizing my strong personal relationships with both Democratic and Republican leadership to engage in direct lobbying. Also, I have developed relationships with key staffers that enable me to get important objectives done. Fellowship has built a network of key allies in the South Carolina General Assembly on both sides of the political aisle that will be the apparatus for achieving our objectives.

In Closing, the below list will comprise outcome deliverables:

1. Fellowship will provide quality strategy development and planning for the City of Columbia;
2. Fellowship will lobby the South Carolina House of Representatives and the Senate on behalf of the City of Columbia;
3. Fellowship will provide support, analysis and key intelligence to City of Columbia;
4. Fellowship will facilitate meeting with key legislative Members and staff.

Strategic Planning

- Develop plans and strategy for the City of Columbia achieving its objectives.
- Segmentation and positioning strategies.
- Develop targeting, positioning, and benefit strategies
- Competitive intelligence and analysis.

Fellowship will assist City of Columbia specific initiatives under direction of management, including but not limited to making key contacts with state officials.

Contractor will work at the direction of the City Manager. Contractor will conference with the City Manager and staff on a regular basis to report on the status of Contractor's work and to discuss action items for Contractor and the City. Written reports, other than weekly legislative reports during session, will be available upon request.

Contractor will register as a lobbyist with the South Carolina State Ethics Commission ("Ethics Commission") for the City and the City will register as a lobbyist principal for the Contractor.

Contractor will manage the registration and reporting process for itself and the City. The City will approve all reports filed by Contractor on its behalf at the Ethics Commission.

Time of Performance

This Agreement covers work performed by Contractor for the City between February 1, 2021 and June 30, 2021.

**Contract for Professional Services
Between the City of Columbia
And
FELLOWSHIP STRATEGIES, L.L.C.
PO Box 11013
Columbia, SC 29211
Appendix B**

EB
2/9/21

The Budget for the performance of services described in the Agreement will be thirty thousand dollars (\$30,000), payable in monthly increments of six thousand dollars (\$6,000).

Contractor will pay for Contractor's annual lobbyist registration for the City. Contractor will not invoice the City for out-of-pocket expenses.

List of clients with whom there could be potential conflict with the City of Columbia.

The following clients of Contractor have interests before the City of Columbia. Contractor has discussed with each of these clients that Contractor will not represent their interests before the City, including City instrumentalities.

K-12 Inc.
Erskine institute
SC Association of Justice
Southern Company
JES Holdings
SC Assoc. of Nurse Anesthetist
Marijuana Policy Project

Allen University



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of two Ford Escape Hybrid Vehicles for the Engineering Department, as requested by the Fleet Services Division. Award to Santee Automotive, using the SC State Contract in the amount of \$50,860.00. This vendor is located in Manning, SC.

REQUISITION NO.: R208864

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering - Water Systems Improvement - Auto, Trucks, Heavy Equipment-Capital (5516220-658500) \$25,430.00; Engineering - Water Systems Improvement - Auto, Trucks, Heavy Equipment-Capital (5516221-658500) \$25,430.00. The original budget amount is \$50,860.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the State Contract # 4400022504 Vendor, Santee Automotive at the following cost.

Two Ford Escape Hybrid		
Base Price	\$ 24,930.00	\$ 49,860.00
SC Vehicle Sales Tax	\$ 500.00	\$ 1,000.00
PO Total		\$ 50,860.00

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.

ATTACHMENTS:

- Quote (PDF)

Action Item (ID # 6472)

Meeting of February 16, 2021

- State Contract (PDF)



QUOTE 6.a

Santee Automotive LI
2601 Paxville Highw
Manning, South Carolina 291
United Stat

Phone: 1-888-853-53
Fax: 1-888-853-53
info@santeefleet.cc

BILL TO
City of Columbia
Kimberly Brown

803-580-7727
Kimberly.Brown@columbiasc.gov

Estimate Number: 19639

Estimate Date: February 1, 2021

Expires On: May 31, 2021

Grand Total (USD): \$50,860.00

Items	Quantity	Price	Amount
Ford Escape Hybrid State Contract: 4400022504 2.5L iVCT Atkinson Cycle I-4 Hybrid Front-Wheel Drive Cloth front bucket seats 10-way Power Driver seat Power Equipment Sync Bluetooth Rear Camera Cargo Shade Floor Mats Exterior Colors: White Black Silver Magnetic Blue	2	\$24,930.00	\$49,860.
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	2	\$500.00	\$1,000.

Total: \$50,860.

Grand Total (USD): \$50,860.

Attachment: Quote (6472 : Two Ford Escape SE Hybrid Vehicles)

Ellicia Howard, Procurement Manager
 Phone: (803) 737-0687
 Email: ehoward@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 5
 Date: 11/1/2020

SC-2H: Compact Crossover/Wagon, Gas/Electric Hybrid, 5-Passengers

<u>Contract Number:</u>	4400022504	<u>Contractor:</u>	Santee Automotive, LLC
<u>Initial Contract Term:</u>	11/1/2019 – 10/31/2021	<u>Address:</u>	PO Box 5391 West Columbia, SC 29171
<u>Contract Rollover Dates:</u>	TBD	<u>Vendor #:</u>	7000214142
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Scott Watford
<u>Model:</u>	Ford Hybrid Escape SE U0B	<u>Email:</u>	info@santeefleet.com
<u>Commodity Code:</u>	07104	<u>Telephone:</u>	1-888-853-5338
<u>Delivery :</u>	120 days ARO	<u>Fax:</u>	1-888-853-5338

BASE PRICE = \$24,930.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Bluetooth/Hands Free Calling Factory Standard

Optional Deductions

Delivery Fee (per vehicle) \$ 15.00
Non-State Agencies ONLY

Delivery Information

Distance from Dealership to SFM Delivery Point 10 miles

Delivery price per mile in excess of 10 miles \$ 1.50
Non-State Agencies ONLY

[Return to Index](#)

Attachment: State Contract (6472 : Two Ford Escape SE Hybrid Vehicles)



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of five Chevrolet Silverado Trucks for the Engineering Department, as requested by the Fleet Services Division. Award to Love Chevrolet using the SC State Contract in the amount of \$158,580.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R208862

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Water Systems Improvement - Auto, Trucks, Heavy Equipment - Capital (5516220-658500) \$79,290.00; Engineering Water Systems Improvement - Auto, Trucks, Heavy Equipment-Capital (5516221-658500) \$79,290.00. The original budget amount is \$158,580.00

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the State Contract# 4400024878 Vendor, Love Chevrolet, at the following cost.

5 Chevrolet Silverado Trucks		
Base Price	\$ 31,216.00	\$156,080.00
SC State Vehicle Tax	\$ 500.00	\$2,500.00
PO Total		\$158,580.00

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.

ATTACHMENTS:

- State Contract# 4400024878 (PDF)
- Quote (PDF)

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpe@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 6
 Date: 11/1/2020

PU-5: Truck, Pickup, 4x4, 1/2 Ton, Crew Cab, Flex Fuel

Contract Number: **4400024878**

Contractor: **Love Chevrolet Company**

Initial Contract Term: 11/1/2020 10/31/2021

Address: PO Box 8387, Columbia, SC 29202

Contract Rollover Dates: TBD TBD

Vendor #: 7000044959

Order Cutoff Date: **TBD**

Contact: **Donna Casey**

Model: **Chevrolet Silverado (CK10743)**

Email: governmentsales@loveauto.com

Commodity Code: 07202

Telephone: **803-794-9004**

Delivery Days ARO: 150

Fax: **803-926-7467**

BASE PRICE \$31,656.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Bluetooth/Hands Free Calling	Standard
Larger Bed/Cargo Box	\$305.00
Larger Differential Ratio	\$0.00
Securable Folding Bedcover (Hard Surface)	\$1,045.00
Spray-In Bedliner	\$480.00

Optional Deductions

Auxiliary Power Connection-DNR	Standard
Deduct from Positive Traction/Limited Slip	\$315.00
Power Door Locks & Windows	\$0.00
Privacy Glass-Return to Factory Tint	\$159.00
Winch - Standard State Spec	\$1,965.00

Delivery Information

Vehicle Delivery Fee	\$15.00
Distance from Dealership to SFM Delivery Point	9
Delivery price per mile in excess of the miles above	\$1.67

[Return to Index](#)

Attachment: State Contract# 4400024878 (6474 : Five Chevrolet Silverado Trucks)



+ **SINCE 1961**

LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

(803) 794-9004

DON LOCKHART 803-513-5905

dlockhart@loveauto.com

2021 CHEVROLET SILVERADO CREW CAB 4X4

STATE CONTRACT # 4400024878

NO MORE ORDERS AVAILABLE

THIS QUOTE IS FOR INVENTORY COMING IN

BASE PRICE

\$31656.00

INCLUDES:

5.8" BED LENGTH

4X4 PACKAGE

SKID PLATES

5.3L V8 GAS ENGINE

6 SPEED AUTOMATIC TRANSMISSION

A/C

TILT WHEEL AND CRUISE CONTROL

POWER WINDOWS, LOCKS AND MIRRORS

KEYLESS REMOTE ENTRY

Attachment: Quote (6474 : Five Chevrolet Silverado Trucks)

7"AM/FM STEREO RADIO SCREEN
 REAR VISION CAMERA
 VINYL SEATS AND FLOOR COVERING
 TRAILER HITCH AND WIRING
 LOCKING DIFFERENTIAL
 ALL TERRAIN 17" TIRES
 17" STEEL WHEELS
 ASSIST STEPS
 WARN WINCH
 DEDUCT WARN WINCH -\$ 1965.00
 TOTAL AFTER DEDUCT \$29691.00

Adds:

FLAT FOLDING TONNEAU COVER \$ 1045.00
 SPRAYIN BEDLINER \$ 480.00

TOTAL \$31216.00
 SC IMF FEE \$ 500.00
 SC DMV TEMP TAG INC
 TOTAL PER UNIT \$31716.00

EXTERIOR COLOR- WHITE
 INTERIOR EBONY VINYL
 PRICING GOOD AS LONG AS UNITS AVAILABLE



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of two GVWR Single Axle Dump Trucks for the Street Division, as requested by the Fleet Services Division. Award to Carolina International Trucks, using the SC State Contract in the amount of \$218,614.22. This vendor is located in Columbia, SC.

REQUISITION NO.: R208379

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Streets - Water and Sewer Repair - Auto, Trucks, Heavy Equipment - Capital (5513202-658500). The original budget amount is \$230,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the State Contract # 440024872 Vendor, Carolina International Trucks at the following cost.

Five GVWR Single Axle Dump Truck	
Single Axle Dump Truck	\$ 87,671.11
Lee Transport 10' Box Dump	\$ 20,936.00
Body Fees	\$ 200.00
IMF	\$ 500.00
X2	\$109,307.11
PO Total	\$218,614.22

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.

ATTACHMENTS:

- Quote (PDF)
- State Contract (PDF)

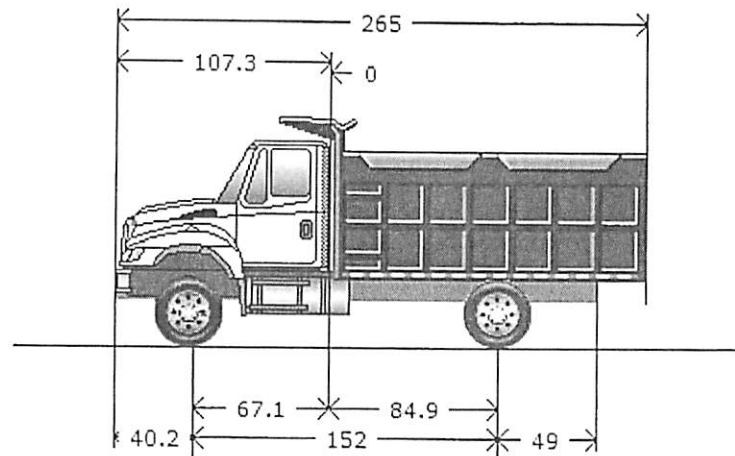
January 27, 2021

Prepared For:
CITY OF COLUMBIA
Mr David Knock
2910 Colonial Dr.
Columbia, SC 29203-6812
(803)545 - 3476
Reference ID: N/A

Presented By
CAROLINA INTERNATIONAL TRUCKS, INC
RANDY R SPIRE
1619 BLUFF RD
COLUMBIA SC 29201
(803)799-4921

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Truck-State Contract #440024872



Body-State Contract #4400024843

Model Profile

2022 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 37000. Calc. GVWR: 37000 Calc. Start / Grade Ability: 32.05% / 4.45% @ 55 MPH Calc. Geared Speed: 75.2 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 49.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer E-1462W} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-161} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 12R22.5 Load Range H HDR2+ (CONTINENTAL), 479 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	{Chalmers 1030 Series} 30,000-lb Capacity, Rubber Springs, 9.37" Ride Height, 7" High Spring X-Low Mount, with 21" Lower Torque Rods, and Shock Absorbers Mounted Forward
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Attachment: Quote (6475 : Two GVWR Single Axle Dump Trucks)

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 152.00 Wheelbase, 84.90 CA, and 49.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2AGC	AXLE, FRONT NON-DRIVING {Dana Spicer E-1462W} Wide Track, I-Beam Type, 14,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WJH	DUST SHIELDS, FRONT BRAKE Pad, with Air Disc Brakes
4WJK	DUST SHIELDS, REAR BRAKE Pad, with Air Disc Brakes
4WXX	DRAIN VALVE {Bendix DV-2} (1) Automatic, with Heater, with (2) Berg Pull Chains, for Air Tank
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XCJ	BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity
4XCK	BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes
4XEA	BRAKE CHAMBERS, REAR AXLE 18/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes

Attachment: Quote (6475 : Two GVWR Single Axle Dump Trucks)

<u>Code</u>	<u>Description</u>
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8GHU	ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt, 200 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8THN	HAZARD FLASHER OVERRIDE Hazard Flasher Overrides Brake Lights, To be Done with Programming System Controller
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch

Attachment: Quote (6475 : Two GVWR Single Axle Dump Trucks)

<u>Code</u>	<u>Description</u>
8VTV	STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WGU	BATTERY BOX COVER Aluminum
8WKM	SOLENOID, AIR for Customer Use; Provides (6) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes: Latched Switch in Cab; Air Available Only with Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position
8WNH	RUNNING LIGHT (2) Daytime
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)

Attachment: Quote (6475 : Two GVWR Single Axle Dump Trucks)

<u>Code</u>	<u>Description</u>
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque <i>Device for Disengage</i> Fan Speed <u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VHR	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTC Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGK	TRANSMISSION COOLER HOSES Stainless Steel
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14ARK	AXLE, REAR, SINGLE {Meritor RS-23-161} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.38
14TBU	SUSPENSION, REAR, SINGLE {Chalmers 1030 Series} 30,000-lb Capacity, Rubber Springs, 9.37" Ride Height, 7" High Spring X-Low Mount, with 21" Lower Torque Rods, and Shock Absorbers Mounted Forward
14WZY	AXLE SHAFT MODIFICATION Axle Shaft Flanges Modified for 0.625" Diameter Drive Studs with Solid Type Cone-Locks
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15BAA	DEF TANK COVER Stainless Steel
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab

Attachment: Quote (6475 : Two GVWR Single Axle Dump Trucks)

<u>Code</u>	<u>Description</u>
15LNG	FUEL/WATER SEPARATOR {Davco 245} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15WHV	ANTI-SIPHON DEVICE for Single Tank; 2-Inch Diameter; Located inside Fuel Tank Fill Neck
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u>
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16VBZ	SEAT BELT All Red; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WKZ	KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes One Key Fob (Transmitter)
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCX	TELEMATICS BRACKET with Universal Mount, 1" Ball Mount Size, Mounted to Plate, Flush Mounted, Upper Left Corner on Front Face of the Wing Panel, Includes (1) APO and (1) USB Port
16XJP	INSTRUMENT PANEL Wing Panel

Attachment: Quote (6475 : Two GVWR Single Axle Dump Trucks)

<u>Code</u>	<u>Description</u>
16XTK	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Extended Cab
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels
60AAH	BDY INTG, REMOTE POWER MODULE (2) Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs Each, Max 20 amp per Channel, Max 80 amp Total; Includes 2 Switch Packs with Latched Switches
60ACU	BDY INTG, SWITCH MOMNTRY 3POS (3) Rocker, Backlit, with "ON" Indicator Mounted on Dash, Latching Software, for 3; Auxiliary Load 20 amp. Maximum; Power Available Only in "Ignition" or "Accessory" Position Output Also Controlled by a Customer Remote Mounted Switch (requires 3 Remote Power Module inputs & outputs)
60AJK	BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)
7382155415	(2) TIRE, FRONT 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
7382155444	(4) TIRE, REAR 12R22.5 Load Range H HDR2+ (CONTINENTAL), 479 rev/mile, 75 MPH, Drive

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later CTS-2025A
40LKS	SRV CONTRACT, EXT STARTER/ALT {Navistar Prepackaged Components} Covers Starter and Alternator Only, To 60-Month/200,000 Miles (320,000 km)
1	LEE TRANSPORT PINTLE HOOK
4	brake valve
5	power connection
8	glad hands
9	back-up Alarm
19	tool box
	lot fee
	sc fee

Attachment: Quote (6475 : Two GVWR Single Axle Dump Trucks)

LEE TRANSPORT EQUIPMENT INC.

8.a

Custom Quotation For:

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

Quote # GS-01202021-J

Date: 1/20/2021

Phone # 803-240-253

Fax#

City of Columbia

Personal Contact:

Robert Matthews

PRICING:

(South Carolina State Contract for Dump Bodies Number #4400024843)

Furnish and install Godwin model 300U, 10' dump body with 23" sides to state contract spec. \$ 12,110

Add for options:

Complete Hardox body in lieu of standard. \$ 2,285

Electric tarp mechanism with asphalt tarp. \$ 1,799

3 EZ step ladder mounted on curb side. \$ 234

Air operated, 3-way tailgate to swing to curb side. \$ 995

Rear bolt on spreader apron. \$ 338

4-Corner LED flashing strobe light system installed (B12-AW) 2-in grill & 2-on rear of body. \$ 685

36"X 18"X18" Underbody tool box installed on curb side. \$ 495

Top side boards installed. \$ 420

Flashing strobe light mounted on cab shield. \$ 400

25-Ton State Contract pintle hook, electric brake controller, 7&6 way plug and back up alarm--
Includes glad hand hook up with 7-way air brake plug. \$ 1,175

Paint is powder coat blue to meet S.C. State Specifications. INC

Muncie hot shift PTO for Allison Transmission installed.. INC

Note: Entire hoist, Cylinder, Upper nest, Lower hoist mount and rear hinge is NTEA Rated.

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: 33,000-37,000 GVWR c/A 84" Paint: Blue

Other Data:

Price: \$ 20,936.

Special Discount: \$ -

Net Price: \$ 20,936.

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 20,936.

Tax Exempt No

Terms:

Delivery Date:

Lee Transport Equipment, Inc.

Accepted By

Date:

By: Greg L Stowers

Attachment: Quote (6475 : Two GVWR Single Axle Dump Trucks)

INTERNATIONAL®

Financial Summary
2022 HV607 SBA (HV607)

January 27, 2021

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$150,439.00	
Service Items	\$840.00	
Total Factory List Price Including Options:		\$151,279.00
Total Goods Purchased:		\$1,220.00
engine compliance	\$350.00	
Total Preparation And Delivery:		\$350.00
Freight	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$155,199.00
Less Customer Allowance:		(\$70,224.89)
Total Vehicle Price:		\$84,974.11
Total Body/Allied Equipment:		\$2,215.00
Total Warranty:		\$482.00
Total Sale Price:		\$87,671.11
Total Per Vehicle Sales Price:		\$87,671.11
Total For 2 Vehicle Sales:		\$175,342.22
Total Net Sales Excluding Taxes:		\$175,342.22
IMF \$500.00	\$43,272.00	
Body Fee \$200.00		
Lee Transport- 10' Box Dump		
\$20,936.00		
Total Taxes:		\$43,272.00
Net Sales Price:		\$218,614.22

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Attachment: Quote (6475 : Two GVWR Single Axle Dump Trucks)

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpe@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 7
 Date: 11/1/2020

CC-6A: Cab/Chassis, 37,000 GVWR, Diesel Engine

Contract Number: **440024872**

Contractor: **Carolina International Trucks, Inc.**

Initial Contract Term: 11/1/2020 - 10/31/2021

Address: 1619 Bluff Rd., Columbia, SC 29201

Contract Rollover Dates: TBD - TBD

Vendor #: 7000083474

Order Cutoff Date: TBD

Contact: **Steve Wiser**

Model: **International HV607**

Email: swiser@carolinainternational.com

Commodity Code: 07210

Telephone: **803-251-7293**

Delivery Days ARO: 120

Fax: **N/A**

BASE PRICE \$87,544.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Body Installation Fee	\$200.00
Integral Front Frame Extension, 24" minimum	\$400.00
PTO Front Engine Assembly	\$1,600.00
Front Bumper, Snow Plow, Heavy Duty	\$1,495.00
Push Bumper Frame, Snow Plow, Heavy Duty	\$1,985.00
Air Ride Kit for Snow Plow	\$1,595.00
Snow Plow Lights, Halogen	\$895.00
Work Lights, (2) LED Spot Light Type	\$240.00
Electrical Switch System	\$2,400.00
Accessory Solenoid Manifold	\$700.00
Operator Training	No Charge
Repair Technician Training	No Charge

Optional Deductions

Front Bumper, Heavy-Duty, Full Width	\$200.00
PTO Transmission Mounted	\$1,495.00

Delivery Information

Vehicle Delivery Fee	\$10.00
Distance from Dealership to SFM Delivery Point	10
Delivery price per mile in excess of the miles above	\$1.00

[Return to Index](#)

Attachment: State Contract (6475 : Two GVWR Single Axle Dump Trucks)



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #2 for Project SS7428; Lower Saluda Relief Sewer and Major Pipe Rehabilitation, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$467,000.00. This firm is located in Columbia, SC.

REQUISITION NO.: R185657

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects; Capital Project Costs (5529999-SS742801-658650). The original budget amount was \$1,185,000.00. The budget amount for this amendment is \$467,000.00. The total revised budget amount is \$1,652,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Brown and Caldwell is the mentor and will provide overall project management, bidding, and project closeout services at 63.85% (\$1,054,840.00) of the revised total contract amount. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the protégé and will provide assistance with construction administration, onsite inspection of bypass systems and erosion/sedimentation controls, and submittal review services at 21.02% (\$347,300.00) of the revised total contract amount.

The following subconsultants will provide additional services:

Chao and Associates, a Minority Business Enterprise of Columbia, SC, will perform surveying and easement exhibit services at 13.81% (\$228,060.00) of the revised total contract amount.

Environmental Permitting Consultants, Incorporated will perform wetlands delineation and permitting services at 1.32% (\$21,800.00) of the revised total contract amount.

The above referenced Amendment is to compensate Brown and Caldwell for additional engineering services during project construction that includes construction administration and observation efforts.

Proposed Change and Basis for Payment:

Original Contract Amount (5/31/2018 to 3/31/2020; PO# P171388):	\$1,185,000.00
Amendment #1 (No Cost Change; Time Extension from 4/1/2020 to 3/31/2022; PO# P171388):	\$0.00
Current Contract Total:	\$1,185,000.00
This Change Amendment #2 (Cost Increase/Addition; PO# P171388):	\$467,000.00
Revised Contract Amount:	\$1,652,000.00

ATTACHMENTS:

- SS7428 Brown and Caldwell CA#2 Lower Saluda Relief Sewer (PDF)
- SS7428 CA2 OBO MPP Form (PDF)
- SS7428 Lower Saluda Relief Location Map (PDF)

SS7428 Lower Saluda Relief Sewer and Major Pipe Rehabilitation

Brown and Caldwell

RFQ011-16-17-NMJ

January 12, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Brown and Caldwell (Engineer) dated May 22, 2018 (Agreement) to compensate the Engineer for additional engineering services during project construction that includes construction administration and observation efforts, as described attached hereto.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

Original Contract Amount (May 31, 2018 to March 31, 2020; PO# P171388):	\$1,185,000.00
Amendment #1 (No Cost Change; Time Extension from April 1, 2020 to March 31, 2022; PO# P171388):	\$0.00
Current Contract Total:	\$1,185,000.00
This Change Amendment #2 (Cost Increase/Addition; PO# P171388):	\$467,000.00
Revised Contract Amount:	\$1,652,000.00

This Change is Acceptable:**Name of Firm**

Brown and Caldwell

City of Columbia

Office of the City Manager

Theresa Benson

Print Name

Teresa Wilson, City Manager

Signature

Signature

2/3/2021

Date

Date

Witness

APPROVED AS TO FORM


1/22/2021

Legal Department City of Columbia, SC

COST CHANGE AMENDMENT DETAILS

Contract Amendment #2 Lower Saluda Relief Sewer and Major Pipe Rehabilitation CIP NUMBER: SS7428

I. SCOPE ADDITION/DELETION

The following changes are required to perform engineering services during construction for the Lower Saluda Relief Sewer and Major Pipe Rehabilitation project.

Task 800 – General Services During Construction

810 General Administration of Construction Contract

- After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the project will be 17 months (520 days) for substantial completion and 2 months (60 days) for final completion with a total construction duration of 19 months (580 days). An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project.

Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;

- c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Consultant will be responsible for preparing minutes and distribute these to the CITY and Contractor.
- d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
- e) One (1) pre-construction meeting and up to nineteen (19) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments. There is an estimated 25 submittals required for this project.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFIs as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the

requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. Up to 20 RFI and/or Design Clarifications are included in the budget for this project. Major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

- **Testing Results:** Consultant will review testing results of test required by Contractor for contract compliance and comment on any results that appear to be out of compliance.
- **Review of Applications for Payment:** Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor. The scope of this Contract assumes 19 monthly pay applications and one final close out application (20 total).

830 Change Management

- Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract. The scope of this Contract assumes 4 Change Orders.

840 Completion Monitoring & Documentation

- **Quality Assurance Testing:** Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- **Final Inspections:** Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and

may give written notice to the CITY and the Contractor that the work is acceptable.

- Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
- Stormwater Closeout Inspection & Notice of Termination.

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - This scope includes site visits as follows by the Project Engineer and Field Representatives:
 - Month 1 (4 weeks) – Administrative, mobilization, clearing and storm water BMP installation.
 - Project Engineer: 2 site visits at 2 hours ea (4 hours)
 - Field Representative: Weekly visits at 4 hours ea (16 hours)
 - Storm Water Inspection: Weekly visits at 4 hours ea (16 hours)
 - Months 2 through 17 (70 weeks) - Heavy construction activities
 - Project Engineer: Weekly site visits at 2 hours ea (140 hours)
 - Field Representative: 20 hours per week (1400 hours)
 - Storm Water Inspection: Weekly visits at 4 hours ea (280 hours)
 - Sewer Bypass Inspection: 10 Site Visits at 4 hours ea (40 hours)
 - Months 18 and 19 (8 weeks) – Restoration and close out
 - Project Engineer: Weekly site visits at 2 hours ea (16 hours)
 - Field Representative: 10 hours per week (80 hours)
 - Storm Water Inspection: Weekly visits at 4 hours ea (32 hours)
 - Hours listed above are average effort over the duration of construction and may vary week to week based on construction activities. If additional site visits or construction observation are required, this contract will be amended to provide such additional services.
 - A construction observation report will be filled out for each visit/day and submitted to the CITY on a monthly basis along with the monthly progress report for the project.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

Task 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD or flash drive. Drawings will be provided in a format compatible to the CITY's GIS system.

1020 Punch List and Final Inspection

- See Task 840 above.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- One (1) O&M submittal (Stainless Steel Slide Gates) is anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD or flash drive. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 above.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement

II. COMPENSATION

The following changes to the initial SS7428 contract are recommended to incorporate final design and construction services by Brown and Caldwell for this proposed amendment:

- Task 800: \$450,400.00
- Task 900: \$0
- Task 1000: \$16,600.00

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$140,400	\$0	\$0	\$140,400 (Lump Sum)
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$176,700	\$0	\$0	\$176,700 (Lump Sum)
Task 300	Survey and Utility Mapping	\$239,300	\$0	\$0	\$239,300 (Lump Sum)
Task 400	Geotechnical Investigations	\$47,600	\$0	\$0	\$47,600 (Lump Sum)
Task 500	Final Design	\$430,500	\$0	\$0	\$430,500 (Lump Sum)
Task 600	Permits and Property	\$39,900	\$0	\$0	\$39,900 (Lump Sum)
Task 650	Permit Application Fees	\$4,000	\$0	\$0	\$4,000 (Not-To-Exceed)
Task 700	Bidding and Award	\$31,600	\$0	\$0	\$31,600 (Lump Sum)
Task 800	General Services During Construction	\$0	\$0	\$450,400	\$450,400 (Lump Sum)
Task 900	Full Time Construction Inspection	\$0	\$0	\$0	\$0 (Lump Sum)
Task 1000	Project Closeout	\$0	\$0	\$16,600	\$16,600 (Lump Sum)

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 1100	Additional Services	\$75,000	\$0	\$0	\$75,000 (Lump Sum)
Total Fee		\$1,185,000	\$0.00	\$467,000	\$1,652,000

III. SCHEDULE

The current contract expiration from Contract Amendment #1 is March 31, 2022. Based on the time required to complete construction, the contract expiration shall be extended to March 31, 2023.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included 4D Engineering as a Protégé Firm, Chao & Associates as a sub-consultant Firm, and Environmental Permitting Consultants, Inc as a sub-consultant firm, for a Protégé percentage of 21.6% and total combined Protégé/Sub-consultant fee of 42.6%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will decrease the Protégé participation from the original contract from 21.6% to 21.0%, and the total combined Protégé/Sub-consultant fee from 42.6% to 36.1%.

	Total Contract Amount	4D Engineering Amount (Protégé)	% of Contract Amount	Chao & Associates Amount (Sub-consultant)	% of Contract Amount	EPC, Inc. Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$1,185,000	\$255,550	21.6%	\$228,060	19.2%	\$21,800	1.8%
CA#1	\$0	\$0	0.0%	\$0	0.0%	\$0	0.0%
CA #2	\$467,000	\$91,750	19.6%	\$0	0.0%	\$0	0.0%
Total	\$1,652,000	\$347,300	21.0%	\$228,060	13.8%	\$21,800	1.3%

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors/Subconsultants Amount	Subcontractors/Subconsultants Percentage
Original Contract:	\$1,185,000.00	\$679,590.00	57.3%	\$255,550.00	21.6%	\$249,860.00	21.1%
CA# 1:	\$0.00	\$0.00	0%	\$0.00	0%	\$0.00	0%
This CA: (Increase)	\$467,000.00	\$375,250.00	80.4%	\$91,750.00	19.6%	\$0.00	0%
Revised Contract:	\$1,652,000.00	\$1,054,840.00	63.9%	\$347,300.00	21.0%	\$249,860.00	15.1%

MPP Project #/Name: SS7428 Lower Saluda Relief Sewer & Major Pipe Rehab

Change Order #: 02 (Ex: 01, 02)

Change Order/Amendment Amount: \$467,000.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*): ☒ Yes ☐ No

Consultant has recently completed the design and permitting of the project per the original contract. Project is currently set to begin construction in early-2021 following the completion of bidding efforts currently underway. Consultant is best suited to perform construction administration and observation efforts due to their knowledge and level of involvement in the project to date.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

N/A

3. ☒ **Funding Increase – Amount = \$467,000** (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)

- Amount of Change Order/Amendment to be received by the protégé: \$91,750.00
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Construction administration, on-site inspection of bypass systems and erosion/sedimentation controls, submittal review

B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

4. Revised scope of work

N/A

The following changes are required to perform engineering services during construction for the Lower Saluda Relief Sewer and Major Pipe Rehabilitation project.

Task 800 – General Services During Construction

810 General Administration of Construction Contract

- After award of the construction contract, Brown and Caldwell will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the project will be 17 months (520 days) for substantial completion and 2 months (60 days) for final completion with a total construction duration of 19 months (580 days). An increase in the construction schedule may require an amendment to authorize additional construction services.
- Subcontractor will provide general services during construction as described herein. In the performance of its services during the Construction Services, Subcontractor shall not supervise, direct or have control over Contractor's work nor shall Subcontractor have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Construction Contractor's, or for any failure of the Construction Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Subcontractor will provide contract administration and general services required for the Project, including:
 - a) Attend a pre-construction meeting and 19 monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Brown and Caldwell will be responsible for preparing minutes and distribute these to the Construction Contractor, CITY and Subcontractor.

820 Submittal & Pay Application Review

- Shop Drawing Review: Subcontractor will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Construction Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Construction Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments. There are an estimated 25 submittals anticipated for the Subcontractor to review for this project:
 - a. 01310 - Schedule
 - b. 01320 - Preconstruction Photos
 - c. 01570 – Maintenance and Protection of Traffic
 - d. 02140 - Dewatering
 - e. 02200 - Earthwork
 - f. 02270 – Sedimentation and Erosion Control
 - g. 02450 - Jacking/Boring
 - h. 02515 - Concrete Walkway
 - i. 02575 - Asphalt
 - j. 02615 - DI Pipe
 - k. 02622 - PVC Pipe
 - l. 02624 - CCFRP
 - m. 02625 - HDPE Pipe
 - n. 02732 - Pre-CCTV
 - o. 02733 - Post-CCTV
 - p. 02763 - Manhole Rehab
 - q. 02765 - CIPP
 - r. 02767 – Sanitary Sewer Flow Control
 - s. 02777 - Pipe Bursting
 - t. 02930 – Loaming, Seeding, and Sodding
 - u. 03481 - Concrete Vaults
 - v. 11109 - Slide Gates
 - w. 15184 - Actuators
 - x. One miscellaneous submittal TBD
- Request for Information (RFI): Subcontractor will review and respond to Construction Contractor's RFIs as they relate to the contract requirements for which the Subcontractor prepared for this project, to include:
 - a. Sewer bypassing
 - b. Sedimentation and erosion control
 - c. Maintenance of traffic (vehicular, pedestrian, bicycle)

830 Change Management

- Brown and Caldwell will prepare all change orders and contingency authorizations. Subcontractor will provide input on changes involving sewer bypassing, sedimentation and erosion control, and maintenance of traffic.

840 Completion Monitoring & Documentation

- Final Inspections: Subcontractor will perform the following:
 - a. Conduct a walk-through inspection with Brown and Caldwell, the Construction Contractor and the CITY to determine if the Project has reached substantial and/or final completion.
 - b. Prepare a punch list of work items remaining, as it pertains to the Subcontractor's portions of the design work.
 - c. Conduct one final inspection to determine if the work is acceptable, so that Brown and Caldwell may recommend, in writing, final payment to the Construction Contractor and may give written notice to the CITY and the Construction Contractor that the work is acceptable.
 - d. Stormwater Closeout Inspection & Notice of Termination.

850 Periodic Construction Observation

- Construction Observation: Subcontractor will provide limited construction observation over the duration of the construction contract as follows:
 - a. Month 1 (4 weeks) – Administrative, mobilization, clearing and storm water BMP installation.
 - Storm Water Inspection: Weekly visits at 4 hours ea (16 hours)
 - b. Months 2 through 17 (70 weeks) - Heavy construction activities
 - Project Engineer: Ten visits at (4) hours ea to inspect bypass system for compliance to contract requirements (40 hours)
 - Storm Water Inspection: Weekly visits at 4 hours ea (280 hours)
 - c. Months 18 and 19 (8 weeks) – Restoration and close out
 - Storm Water Inspection: Weekly visits at 4 hours ea (32 hours)
 - d. Hours listed above are average effort over the duration of construction and may vary week to week based on construction activities. If additional site visits or construction observation are required, this contract will be amended to provide such additional services.
 - e. A storm water erosion and sedimentation control inspection report will be filled out for each week and submitted to Brown and Caldwell along with a list of deficiencies that must be addressed by the Construction Contractor.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by James F. Mazzei (Mentor Firm) this 14 day of Dec 2020.
 By: James F. Mazzei Title: Project Manager
 Firm Name: Brown and Caldwell

EXECUTED by Justin Waring (Protégé Firm) this 14 day of December 2020.
 By: Justin Waring Title: Project Manager
 Firm Name: 4D Engineering

OBO Statement for the change order/amendment:

OBO has reviewed the funding increase and revised scope of work contract amendment. The original project contract amount was \$1,185,000.00. The original amount received by the protégé was \$255,550.000 or 21.6% of the original contract amount. The revised total contract amount is \$1,652,000.00, which includes the current and any previous change orders for this project. The protégé will receive \$347,300.00 or 21% of the revised total contract amount.

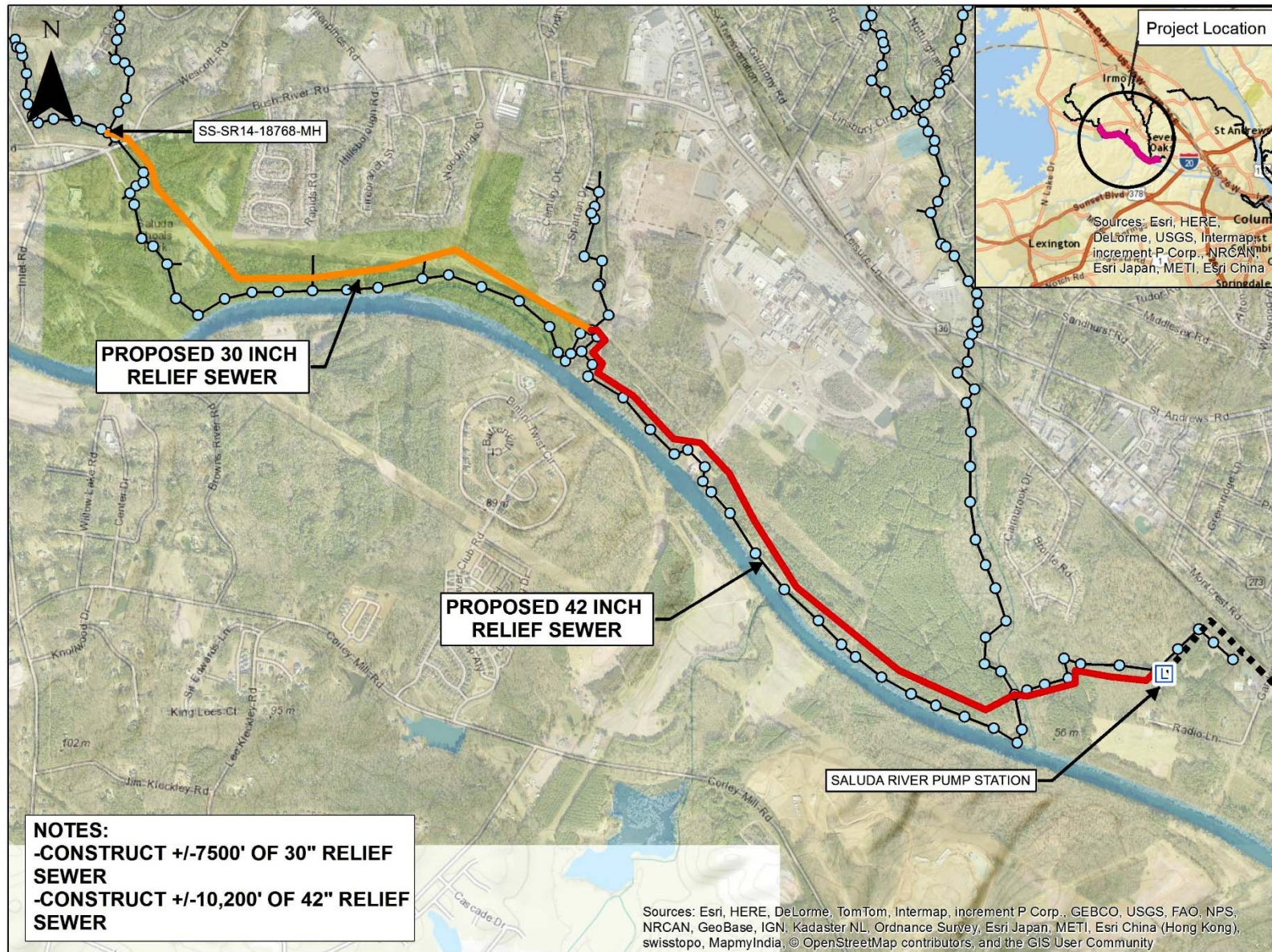
RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this
16 day of December, 2020.

By: Latonya B Germany Title: Program Compliance Specialist

* Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.

* This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

LOWER SALUDA RELIEF SEWER





We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7583; Saluda River 02 (SR02) Engineer-Led Find and Fix Rehabilitation for an initial term of one year and nine months with the option to renew for one additional one-year period, as requested by Columbia Water. Award to Weston & Sampson Engineers, Inc. in the amount of \$948,765.00. The firm is located in Columbia, SC.

REQUISITION NO.: R208834

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS758301-658650). The original budget amount is \$948,765.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Weston & Sampson Engineers, Inc. is the mentor and will provide overall project management services, pre-construction assessment services, permitting services, engineering services, and construction inspection services at 79.93% (\$758,365.00) of the total contract amount. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the protégé and will provide onsite construction inspection services at 20.07% (\$190,400.00) of the total contract amount.

There were (12) responses to solicitation RFQ011-16-17-NMJ Category II Minor Wastewater Collection System Projects. From the 12 responses, five (5) firms were short listed.

The service being provided will encompass the following:

Task 100 - Project Management and Administration

Task 500 - Pre-Construction Assessment

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 900 - Onsite Construction Observation

Task 1100 - Additional Services

ATTACHMENTS:

- Final.Agreement.WestonandSampson.SS7583.pd (PDF)
- SS7583 Location Map (PDF)

Weston & Sampson Engineers, Inc.
Saluda River 02 (SR02) Engineer-Led Find and Fix Rehabilitation – SS7583



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Category II Minor Wastewater Collection System 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 Weston & Sampson Engineers, Inc., (hereinafter referred to as the "Consultant"), to provide technical engineering, administrative, and construction phase support for the City of Columbia.

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** – This Agreement shall expire, unless terminated earlier as provided herein, on December 31, 2022. 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*

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for an initial term of one (1) year and nine (9) months, with the option to renew or continue with work for one (1) additional one-year period 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.

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 Nine Hundred Forty-Eight Thousand, Seven Hundred Sixty-Five Dollars and 00/100 (\$948,765.00).

 - 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.

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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, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The

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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 endeavor.

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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>N/A</u>	%
WBE	<u>20.07</u>	%
LSA	<u>N/A</u>	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievements 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 20.07%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party

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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 E.

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 with the exception of Workers Compensation and Professional Liability*.
- C. Indemnification for General Liability: To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the Consultant agrees to defend, indemnify and hold harmless the City from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the Consultant's performance, acts, errors or omissions under this Agreement.

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Indemnification for Professional Liability: With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, to the fullest extent permitted by law, the Consultant agrees to indemnify and hold the City harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of services under this Agreement. This indemnification expressly excludes the duty of the Consultant to defend the City. However, the absence of the duty to defend shall not preclude the City from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by the Consultant's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

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

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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 City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.
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 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.

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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;
- 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

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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.
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

Weston & Sampson Engineers, Inc.

Name: Tom Keefer
Title: Project Manager
Address: 1201 Main Street Suite 930
Columbia, SC 29201
Phone: (803) 667-9904
Fax: (978) 997-0100
Email: keefert@wseinc.com

16. **CONSENT DECREE**

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- 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.

- 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

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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 B 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 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.

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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

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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

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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.

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- 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, 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

Witness

Teresa Wilson, City Manager

Date: _____

WESTON & SAMPSON ENGINEERS, INC.

ROBERT L. HORNER
SC REGIONAL MGR.

Print: Name/Title

Signature

Date: 1-27-21

(Corporate Seal)

Attest

Signature

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/26/2021

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Program Implementation Program

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7583 **Saluda River 02 (SR02) Engineer-Led Find and Fix Rehabilitation**

The services performed as a part of this Scope of Services include providing technical engineering, administrative, and construction phase support to the City of Columbia (CITY) for find-and-fix rehabilitation of a portion of the CITY's sanitary sewer system. Rehabilitation efforts are intended to identify and correct problems that may lead to sanitary sewer overflows (SSOs) through structural, operations and maintenance, and infiltration and inflow (I/I) related defects of City assets. The intent of this project is to meet the requirements of the Continuing Sewer Assessment Program (CSAP) and the Infrastructure Rehabilitation Program (IRP) which are components of the Consent Decree under which the CITY is performing this work.

The project area is identified in Figure 1. Pipes 15-inches in diameter and greater, and manholes connected to those pipes, will be assessed under a separate contract, and are excluded from this Scope of Services. Consultant to confirm with the City all manholes identified in the field where pipes transition to 15-inches or larger (boundary of this scope).

In general, Weston & Sampson (Consultant) will provide the following Scope of Services:

- Project Management and Administration
- Bidding and Award Assistance
- Engineering Services During Construction
- Onsite Construction Observation

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing 4D Engineering as the Protégé.

TASK 100 – Project Management and Administration

110 General Project Administration

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

- Maintain regular contact through the CITY's staff throughout the project.

- Provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule).
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
 - Consultant shall develop and submit a project-specific QA/QC plan, documenting roles and responsibilities of the Consultant, Contractor, and any other project stakeholders. Consultant's QA/QC plan shall be submitted to the CITY for review and approval within 14 calendar days of the project kickoff meeting.

120 Coordination Meetings

Prior to beginning the construction phase of the project, Consultant will participate in the following:

- A kickoff meeting at the beginning of the project.
 - Kickoff meeting topics of discussion shall include the CITY's specific rehabilitation focus/approach for the sub-basin, CITY's expectations of the Consultant related to Contractor oversight, assessment review, and rehabilitation recommendations, and the anticipated level of coordination with the CITY and Clean Water 2020 (CW2020) during construction.
- Biweekly Progress Meetings with CITY's Project Manager in advance of the start of construction
- One (1) pre-bid conference.
- One (1) bid opening meeting.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any

deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.

- Consultant will adhere to and update Gantt schedule as shown in Exhibit C and as described in Task 110.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Mentor-Protégé Program

Consultant and 4D Engineering will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- The Protégé for this project is 4D Engineering.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 500 – Pre-Construction Assessment

510 Review of System Condition Information

- Consultant will collect and review historical SSO information, work orders, Record Drawings, and any other maintenance activities for the project area and will interview CITY operations staff for help in identifying problem areas. The Consultant will conduct a field visit (windshield survey) of the project area to become more knowledgeable about the existing site conditions. Priority for the initial field visit shall be given to system components that include, at a minimum, pipes within close proximity to potentially inundated water bodies, pipes within the floodplain, and critical areas such as major road crossings, aerial crossings, and railroad crossings.
- Consultant to document, based on their review of historical SSO information provided by the CITY, if an SSO has been addressed or if rehabilitation efforts by the Contractor are required to sufficiently address the cause of a documented SSO.
- Consultant shall note any suspected easement and/or access concerns that may result in construction delays or require additional coordination and look for potential access issues and coordinate these locations with the CITY's Real Estate

and Wastewater Maintenance Divisions, as appropriate, in order to reduce the impact of any delays during construction.

520 Development of Contractor Work Packages

- Consultant shall coordinate with CITY and CW2020 staff to develop individual work packages within the overall project area for the Contractor to perform assessment and rehabilitation efforts. Consultant, CITY, and CW2020 will determine the appropriate quantity and location of each work package based on the estimated time required to assess and rehabilitate the assets located within each work package as well as the overall size of the project area. The Harbison 4 Pump Station service area will be its own work package.

530 Gravity Sewer System Smoke Testing

- Smoke testing enables field inspection staff to quickly identify and quantify sources of inflow and rain-induced infiltration entering the sewer collection system. This Scope of Service includes smoke testing of all sewers (69,942 linear feet) within the project area less than 15-inches in diameter. See specifications for additional information, including testing procedures, data collection requirements, and database requirements for smoke testing. All applicable information regarding the test will be collected and entered into a digital database format (see specifications). All fields in the database shall be completed.

TASK 600 – Permits and Property

610 Property and Easement Assistance

- Based on the information obtained as part of the pre-construction assessment efforts, Consultant will provide the CITY with a list of anticipated easements and/or access issues. Any asset which may be difficult for the Contractor to complete assessment or rehabilitation efforts on due to an inability to properly access the asset shall be included. Information provided to the CITY shall include the affected asset IDs, a description of the general issue to be addressed for each asset, and the property information (property address, tax map number) of the affected properties.

620 Permitting

- Encroachment Permits
 - This scope assumes that a South Carolina Department of Transportation (SCDOT) Encroachment Permit, a Richland County Encroachment Permit, a Lexington County Encroachment Permit, and a City of Columbia Encroachment Permit are required. Consultant will prepare encroachment permit applications for submittal and approval by each regulatory agency. It is assumed that standard traffic control details will be included in the

permit documents and that the Contractor will develop detailed traffic control plans.

- Stormwater Permit
 - This scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control / NPDES permit) will be required from Lexington County, Richland County, and the City of Columbia. Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the above agencies.
- Railroad Permits
 - Railroad encroachment permits are not anticipated and are excluded from this scope but can be added by amendment if required.
- Wetlands Permit
 - Wetland delineation and permitting with the US Army Corps of Engineers is not included but can be added by amendment if required.

630 Permit Application Fees

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$3,000 of permit fees are anticipated. The estimated fees for permits are as follows:
 - Stormwater Permit and Inspection Fees - \$2,000
 - Other - \$1,000
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), and attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

TASK 800 – Engineering Services During Construction

General Information

The Consultant acknowledges that they have familiarized themselves with the project scope, they can provide the range of technical expertise needed, they understand the amount of oversight and interaction required with the CITY, CW2020, and the Contractor, they understand and are able to meet the expected turnaround times, they have provided input regarding the scope and approach intended for the project, and they have taken these requirements into account when pricing the work of this Contract.

The Consultant will provide general services during construction as described herein for the above project. In the performance of its services during the Construction Phase, the Consultant shall not have any control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractors, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractors.

It is estimated that the project area contains approximately 419 manholes associated with pipes less than 15-inches in diameter, 69,942 linear feet of sewer main less than 15-inches in diameter, and that 100% of all assets within the project area will be assessed by the Contractor prior to beginning rehabilitation efforts. This scope of services also assumes that 65% of the sewer assets within the project area for SR02 and Harbison 4 will be rehabilitated during construction (or approximately 272 manholes and 45,462 linear feet of sewer main). Lateral work, to include lateral launches and rehabilitation of service laterals, is also included in the scope of work for this project.

810 General Administration of Construction Contract

As part of general administration of the construction contract, the Consultant will consult with and advise the CITY and act as its representative during the construction period. The Consultant will provide contract administration and general services required for the Project, including:

- As CITY's representative for the duration of the construction contract, all communications to and from the Contractor shall go through the Consultant. On behalf of the CITY, the Consultant shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
- Consultant shall submit a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated. Contractor is to provide the Work Summary along with each monthly pay application; Consultant is responsible for reviewing the Work Summary, rejecting or accepting it based on completeness and accuracy, and submitting to the CITY upon acceptance. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaned,

lined, CCTV'd, smoke tested, manhole inspected, manhole lined, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet. The Consultant is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. Consultant shall check the Work Summary monthly against the pay items for that month for accuracy;

- Consultant shall use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. This includes but is not limited to: logs, submittals, important emails, record drawings, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables, emails, etc. The Consultant may place a portion of the burden on the Contractor through the Construction Documents, but the Consultant is ultimately responsible in ensuring that all documents are loaded. Consultant is responsible for ensuring that all documents loaded are in final approved format (example-pay applications, etc.). All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the CITY's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name;
- Prior to the pre-construction meeting, Consultant shall prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Consultant is responsible to ensure these submittals are made by the contractor, are acceptable, and are loaded to the appropriate location on SharePoint. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;
- Hold a pre-construction meeting and monthly construction progress meetings with the CITY and Contractor that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, review typical work schedule and information flows for investigations and rehabilitation recommendations, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and 9 monthly progress meetings are budgeted.
- In addition to monthly progress meetings with the Contractor, hold a Work Package Rehabilitation Recommendations Review meeting with the CITY and CW2020 for each work package within the project area. Consultant shall provide CITY and CW2020 with the recommended rehabilitation approach for each asset included in the most-recent work package submitted by the Contractor. Consultant shall be

prepared to provide justification of the rehabilitation method selected for each asset. The Work Package Rehabilitation Recommendations Review meetings are estimated to occur monthly and 9 meetings are budgeted.

- During each week in which a monthly construction progress meeting or rehabilitation recommendations review meeting is not scheduled, hold a weekly teleconference with the CITY to discuss the Contractor's assessment and rehabilitation progress, review the previous week's inspection report (see Task 900), note any concerns or issues noted in the field by the Consultant's Project Representative or the Contractor, and discuss any items requiring CITY coordination.

820 Shop Drawing & Pay Application Review

- Requests for Information (RFI): Consultant will review and respond to Contractor's RFIs as they relate to the contract requirements.
- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the Contract Documents and transmit them to the CITY with written comments.
- Preparation of Design Clarifications: The Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of tests required by Contractor for contract compliance and comment on any results that appear to be out of compliance. Consultant is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: The Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY, Consultant, or Contractor. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant

will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

840 Sewer Assessment Review and Recommendations

- Contractor shall perform an assessment of all sewer assets within the project area in accordance with the work package extents established by the Consultant. Sewer assessment efforts may include manhole inspections, manhole surveys, gravity sewer system smoke testing, sanitary sewer CCTV inspections (to include lateral launches), dye water testing, and locating cleanouts on sewer service laterals.
- Consultant shall coordinate with CITY and Contractor on the selection of any dye water testing locations and shall direct the Contractor to perform such assessments as deemed appropriate. The extent of dye water testing shall be based on the conditions encountered in the field by the Contractor as well as the specific rehabilitation focus/approach of the sub-basin selected.
- Consultant shall review and accept or request revisions to Contractor's Manhole Survey data submittals. Contractor's Manhole Survey data submittals shall comply with the CITY's GIS Database Update specifications, including data format, photographs, and information collected. Consultant shall confirm that Contractor has captured and provided X, Y, and Z coordinates and elevations with survey-grade accuracy. Upon acceptance of each Manhole Survey data submittal from the Contractor, Consultant shall provide database and related inspection data to the CITY on an external hard drive.
- Consultant shall review and analyze all assessment data collected by the Contractor for each work package. As part of this task, defect tabulations will be performed on the manhole inspections, sanitary sewer CCTV inspections, smoke testing, and dye testing data. Defect tabulations shall include a quantification of structural defects and maintenance defects for manholes and pipes as well as classification of smoke testing and dye testing points. Criteria for point repairs shall be developed and defects requiring point repairs shall be identified. Each pipe shall be assigned an overall rating using the PACP quick score method. Each manhole will be assigned an overall rating using a similar approach. The final pipe and manhole ratings will be determined by the Consultant based on a thorough review of all data submitted by the contractor. The Consultant will select assets for rehabilitation based on technical expertise as well as project-specific criteria developed jointly with the CITY. Criteria will include the structural and maintenance levels and other criteria that may increase priority including but not limited to: input from operations and maintenance staff, proximity to creeks, 100-year floodplain, historical SSOs, critical crossings such as major roadways, aerial and above ground crossings, railroad crossings, high profile areas, areas where force mains enter the system, concrete pipe material, and lines under or near buildings. The rating results shall be submitted as an Excel table as a new tab in the Work Summary spreadsheet labeled Pre-Rehabilitation Condition Rating.

- The Consultant shall make recommendations based on CCTV assessment for rehabilitating or replacing service laterals. This includes the service up to the property line to the existing cleanout, or the placement of a new cleanout if one does not exist at that location. For areas where sewer lines are not in public right-of-way, the cleanouts and services shall be replaced up to the edge of the prescriptive easement at a distance of 7.5 feet from the center of the sewer line (unless a different easement is known to exist).
- Consultant shall provide a recommended rehabilitation approach to the CITY for each sewer asset based on the assessment information collected within each work package area. The Consultant is to evaluate multiple rehabilitation methods and make recommendations based on cost and other factors such as O&M considerations, community impacts, CITY standards, project area priorities (I/I removal vs SSO reduction), etc. Potential rehabilitation recommendations may include CIPP lining, pipe bursting, pipes to be open-cut replaced-in-place, any required point repairs, service lateral repairs, manholes requiring lining, and other miscellaneous manhole and pipeline rehabilitation work as required. Sewer re-routes are not included in this scope of services but may be added by amendment if required.
- Consultant shall provide the recommended rehabilitation approach for all assets within each work package to the CITY and CW2020 in advance of each Work Package Rehabilitation Recommendations Review meeting.

850 Site Visits by Engineer

- The Consultant shall provide site visits by the Engineer to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the Consultant's visits, and on the basis of on-site observations, the Consultant shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.
- This scope includes site visits for 9 months (39 weeks) by the Engineer at 8 hours per week. If additional site visits are required, this contract will be amended to provide such additional services.

860 Completion Monitoring & Documentation

- Post Rehabilitation CCTV: The Consultant shall be responsible for review of 100-percent of the post-rehabilitation CCTV video provided by the Contractor and ultimately approving 100-percent of the rehabilitation work performed. Comments from review of post-rehabilitation inspection videos will be incorporated into the final punch list and forwarded to the Contractor. Consultant shall document that they have reviewed the post-rehabilitation CCTV video for each sewer asset

requiring rehabilitation and determine the rehabilitation efforts completed by the Contractor satisfactorily meet the project requirements.

- Consultant shall review final Work Summary to be provided by Contractor to confirm all rehabilitation efforts are properly documented and data is complete. Once determined to be complete and acceptable, final Work Summary shall be submitted to the CITY for review and approval and entered into the CITY's GIS database. ALL database submittals shall meet the CITY's formatting and naming requirements and include all fields defined by the CITY.
- Consultant shall update the condition ratings for all pipes and manholes in the project area with their final post-rehabilitation condition rating separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Post-Rehabilitation Condition Rating.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial completion.
 - Prepare a punch list of work items remaining.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Contract Documents and rehabilitation recommendations provided by the Consultant.
 - Conduct one final completion inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.

TASK 900 – Onsite Construction Observation

- The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the Contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.
- This scope includes a maximum of 1,627 hours (813 hours at an hourly rate of \$135.00 for the Project Representative and 814 hours at an hourly rate of \$100.00 for the Protégé Construction Inspector). The hourly rate provided is inclusive of all direct expenses related to the execution of Task 900 services. The following is an estimated breakdown of the proposed Project Representative hours during the 9-month contract duration:
 - Month 1 (Weeks 1 through 4): 24 hours per week
 - Months 2 through 8 (Weeks 5 through 35): 40 hours per week

- Month 9 (Weeks 36 through 39): 24 hours per week
 - Months 1 through 9 (Weeks 1 through 39): 5 hours per week for inspection reports, progress updates and quantity summaries.
- The Consultant shall not provide construction observation in excess of 45 hours on any given week without prior approval from the CITY. The hourly inspection rate will not change for hours beyond 45, or if work is done at night or weekends. If additional time is required, the Consultant's contract will be amended to provide such additional services.
- It shall be the Consultant's responsibility to ensure adequate observation coverage, using competently trained internal staff, subconsultants, and mentor-protégé partners, during the construction period.
- The Consultant will provide a weekly inspection report to include documentation of each asset assessed and/or rehabilitated during the time period referenced. The reports will be submitted to SharePoint weekly. Asset photos taken during the report time period will be embedded in the file, and not uploaded as separate media files. Photos will be labeled by the pipe or manhole asset number and date taken; for example: 12345MH_67890MH_20201201.

Duties and Responsibilities of the Consultant /Project Representative

- Conferences and Meetings
 - Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings, including work package rehabilitation recommendations review meetings and weekly teleconferences with Consultant and CITY to discuss Contractor work progress.
- Liaison
 - Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents and serve as the CITY's liaison with the Contractor when the Contractor's operations affect the CITY's on-site operations.
 - Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.
- Review of Work, Rejection of Defective Work, Inspections and Tests
 - Conduct on site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
 - The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.

- Verify that tests are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.
- Interpretation of Contract Documents
 - The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Consultant.
- Modifications
 - Consider and evaluate the Contractor's suggestions for modifications in drawings and specifications. Transmit to the Contractor decisions as issued by the Consultant.
- Records
 - Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- Reports
 - Furnish periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
 - Report immediately to the CITY upon the occurrence of any accident.
- Completion
 - Before the Consultant issues a certificate of substantial completion, submit to the Contractor a list of observed items requiring completion or correction.
 - Conduct final review of the work in the company of the CITY and the Contractor and prepare a final list of items to be completed or corrected.
 - Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority – Consultant / Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the Contract Documents.
- Shall not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.

- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the Contractor.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Review of Contractor's assessment of additional sewer assets beyond the 69,942 linear feet of sewer main and 419 manholes allotted under Task 800 of this Agreement.
- Additional smoke testing beyond the 69,942 linear feet included in Task 530 at \$0.85 per linear foot.
- Construction Administration related to the rehabilitation of additional sewer assets beyond the 45,462 linear feet of sewer main and 272 manholes allotted under Task 800 of this Agreement.
- Additional Onsite Construction Observation beyond the hours and time allotted under Task 900 of this Agreement.
- Geotechnical services.
- Additional permitting.
- Hydraulic capacity evaluations
- Preparation of easement plats
- Evaluation of aerial stream crossings
- Pre- and/or post-rehabilitation flow monitoring

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

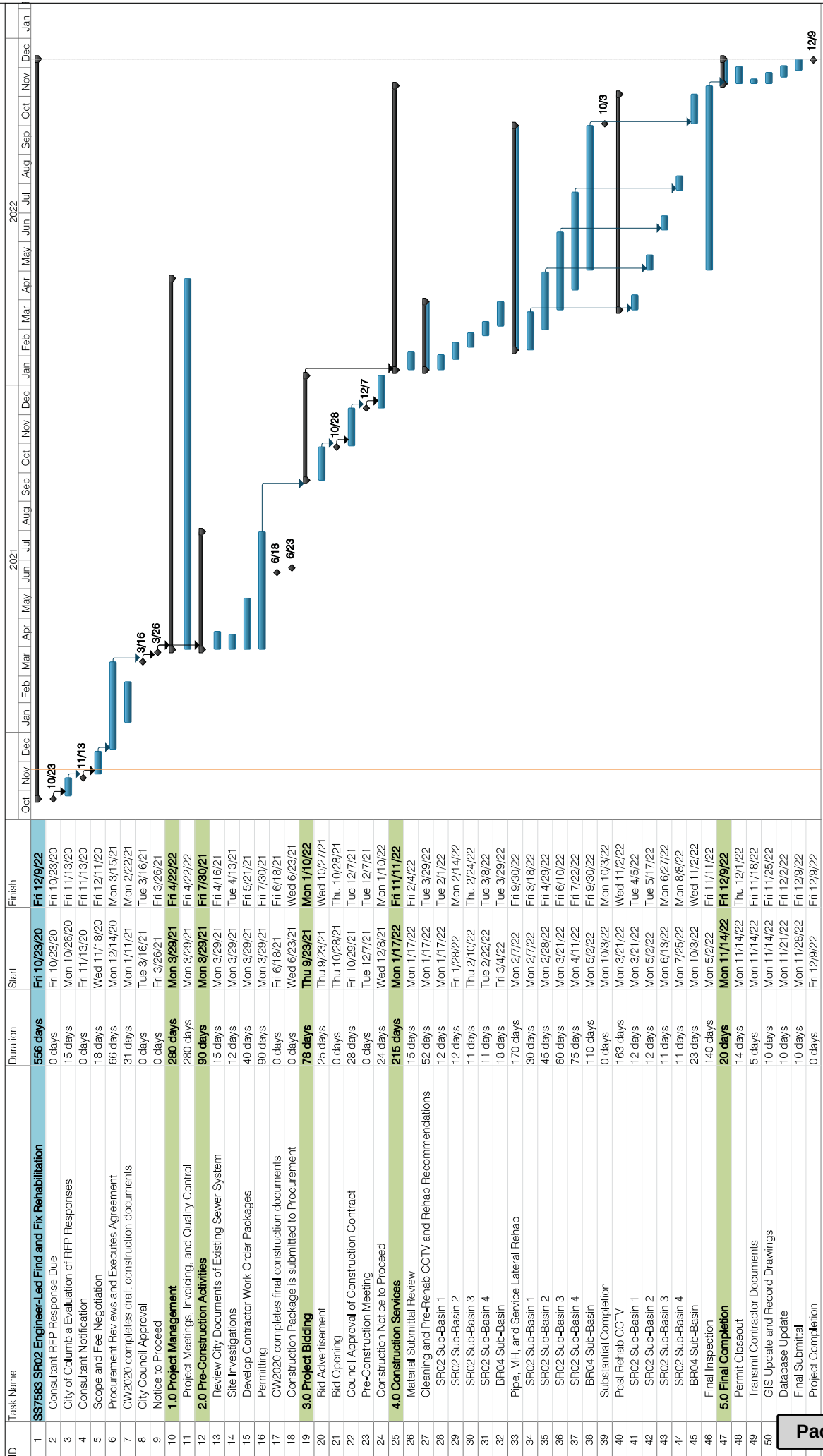
The CITY agrees to perform the following:

- Direct the Consultant and Contractor to the specific rehabilitation approach intended for the project, including a focus on addressing Sanitary Sewer Overflows (SSOs), reducing Infiltration / Inflow (I/I), and any other project-specific methodologies.
- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Consultant with gaining safe access.
- For manholes and sewer lines that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested.



EXHIBIT B
CIPP # SS7583
SR02 Engineer-Led Find and Fix Rehabilitation

Schedule



Mon 11/23/20

EXHIBIT C

COMPENSATION

City of Columbia
CIP # SS7583
Saluda River 02 (SR02) Engineer-Led Find and Fix Rehabilitation

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$948,765.00. This includes \$654,610.00 of lump sum tasks, as well as \$294,155.00 of Hourly/NTE tasks. Lump Sum and Hourly/NTE tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Type	Protégé	Weston & Sampson	Total
100	Project Management and Administration	LS	\$24,000.00	\$139,980.00	\$163,980.00
500	Pre-Construction Assessment	LS	-	\$187,600.00	\$187,600.00
600	Permits and Property	LS	-	\$33,820.00	\$33,820.00
630	Permit Application Fees	NTE	-	\$3,000.00	\$3,000.00
700	Bidding and Award	LS	-	\$14,360.00	\$14,360.00
800	Engineering Services During Construction	LS	\$65,000.00	\$189,850.00	\$254,850.00
900	Onsite Construction Observation	NTE	\$81,400.00	\$109,755.00	\$191,155.00
1100	Additional Services	NTE	\$20,000.00	\$80,000.00	\$ 100,000.00
Total of Contract			\$190,400.00	\$758,365.00	\$948,765.00
% of Contract to Protégé			20.07%	79.93%	

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

Exhibit D -Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for the 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 Cod - See Key Below)
4D Engineering	V013293	Construction Inspection	\$190,400.00	20.07%	WBE, LBE, CDBE, SBE	FB

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 \$ 190,400.00

TOTAL CONTRACT AMOUNT: \$ 948,765.00

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

Business Name: Weston & Sampson

Representative Name/Title: Tom Keefer/Office/Project Manager

Date: December 29, 2020

Attachment: Final.Agreement.WestonandSampson.SS7583.pdf (6473 : SS7583 Saluda River 02 (SR02) Engineer-Led Find and Fix Rehabilitation)

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

4D Engineering

Company Name

603 S Lake Dr

Physical Address

603 S Lake Dr

Mailing Address

Lexington/SC 29072

City/State Zip Code + 4

(803) 356-0909

Phone number

()

Fax number

Charlie Deep

Primary Contact Name

Secondary Contact Name

charlie@4dengr.com

Primary Contact Email Address

Secondary Contact Email Address

DUNS No: 078730532

Federal ID #

V013293

Vendor #

2) 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 #

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) 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 #

2) 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 #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: <u>12/29/2020</u>	Mentor Amount: <u>\$758,365.00</u>
Project Name: <u>SR02 ELF&F</u>	Mentor % of Total Contract: <u>79.93%</u>
Project #: <u>SS7583</u>	Protégé Amount: <u>\$190,400.00</u>
Mentor: <u>Weston & Sampson</u>	Protégé % of Total Contract: <u>20.07%</u>
Protégé: <u>4D Engineering</u>	Duration of the Project: <u>20 months</u>
Total Project Contract Amount: <u>\$948,765.00</u>	

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.*

4D Engineering has a Master Services Agreement with Weston & Sampson (WSE). The Agreement describes the terms of payment, costs for services, and outlines the method for delivering task orders. The SR02 ELF&F Rehabilitation project will be a specific task order under the Agreement. The Task Order will specify the tasks, schedule, and fee.

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

Project Tasks have been allocated to support participation to meet utilization goals. WSE will use 4D Engineering as an extension of staff and will provide the same daily support, communication, training, and work planning to ensure successful completion. WSE and 4D Engineering will work together closely on all aspects where service is provided through a Work Order for the project. WSE will also work with 4D Engineering to implement a QA/QC Program to ensure that all work is accurate and verified. This will continue to build 4D Engineering's confidence with the City of Columbia and lead to additional opportunities.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

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.*

WSE will provide assistance in best practices in engineering, permitting, and inspection services, along with the availability to use and be trained on new equipment and technology. WSE will provide assistance with project management, scheduling, and technical training in order to continue to aid in the development of 4D Engineering's business. Opportunities for growth will be explored through assisting with business development practices.

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:

Tom Keefer – Office/Project Manager and other key staff at Weston & Sampson (WSE)

Protégé:

Charlie Deep – of 4D Engineering and other employees as future needs arise.

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

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

Special Arrangements:



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

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

a. Description of Mentor's responsibilities on project:

Project Management, Preconstruction Assessment, Permitting, Bidding and Award, Engineering Services During Construction, Construction Inspection,

b. Description of Protégé responsibilities on project:

Project Management, Engineering Services During Construction, Onsite Construction Observation

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

Project Management, Engineering Services During Construction, Onsite Construction Inspection

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

Project Management:	13 months	Protégé utilized
Pre-Construction Activities:	4 months	
Project Bidding:	4 months	
Construction Services:	10 months	Protégé utilized
Final Completion:	1 month	

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

Kick off meeting, weekly project status meetings, monthly progress meetings, and complete records

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

4D Engineering will submit a monthly invoice to WSE. WSE will include invoice on their next monthly invoice to the City. 4D Engineering will be paid within 10 business days of City payment to WSE.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

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 Weston & Sampson (Mentor Firm) this 30th day of December 2020.
Corporate SEAL

By: Tom Keefer
Title: Team Leader/Office Manager
Firm Name: Weston & Sampson

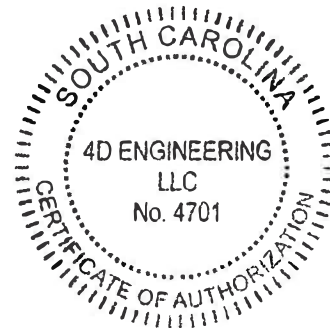


ATTEST:

By: Rachel Uetrecht
Title: Engineer III

EXECUTED by 4D Engineering (Protégé Firm) this 30th day of December 2020.
Corporate SEAL

By:
Title: CEO
Firm Name: 4D Engineering



ATTEST:

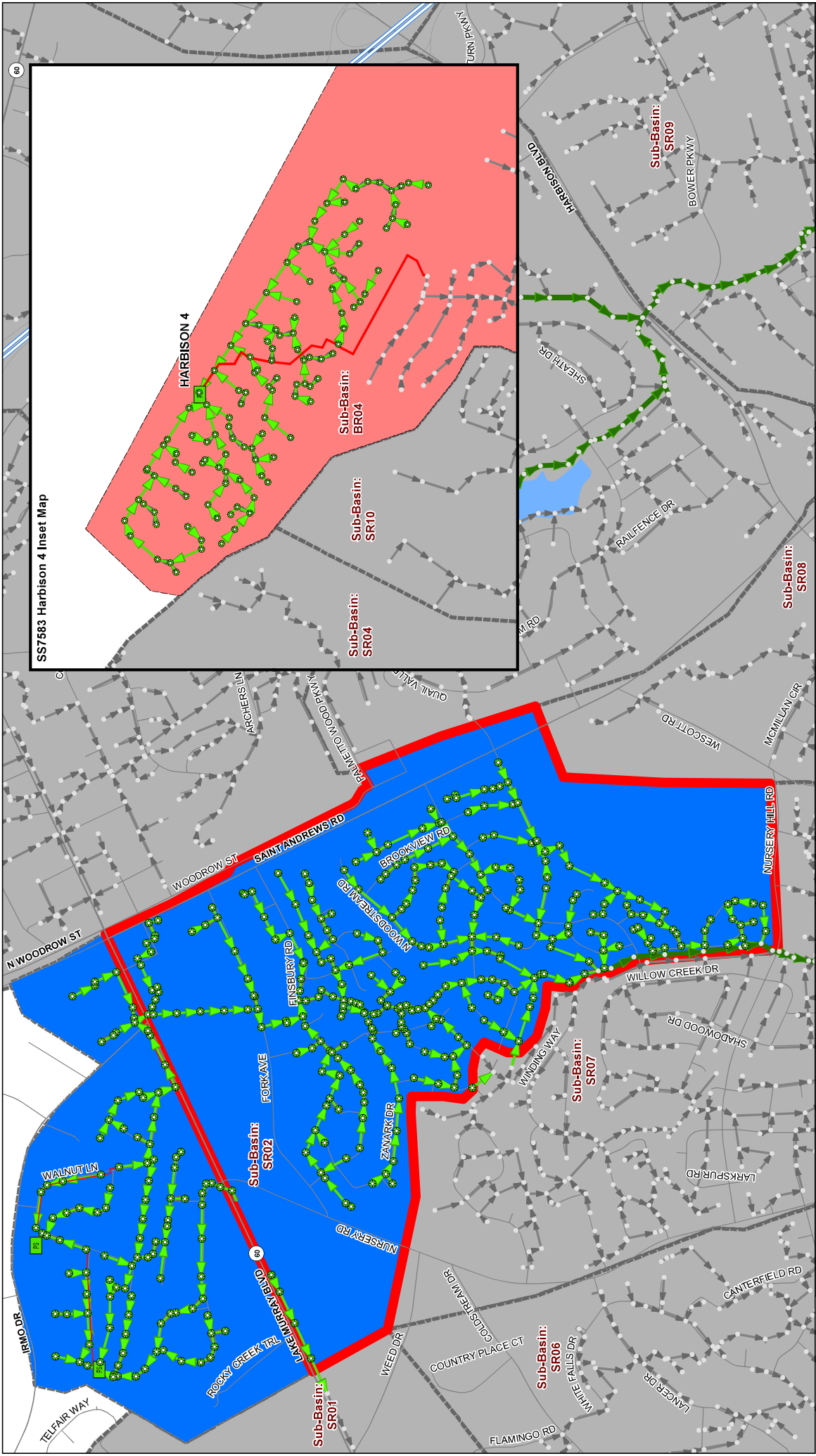
By:
Title: President

RECOMMENDED FOR APPROVAL:

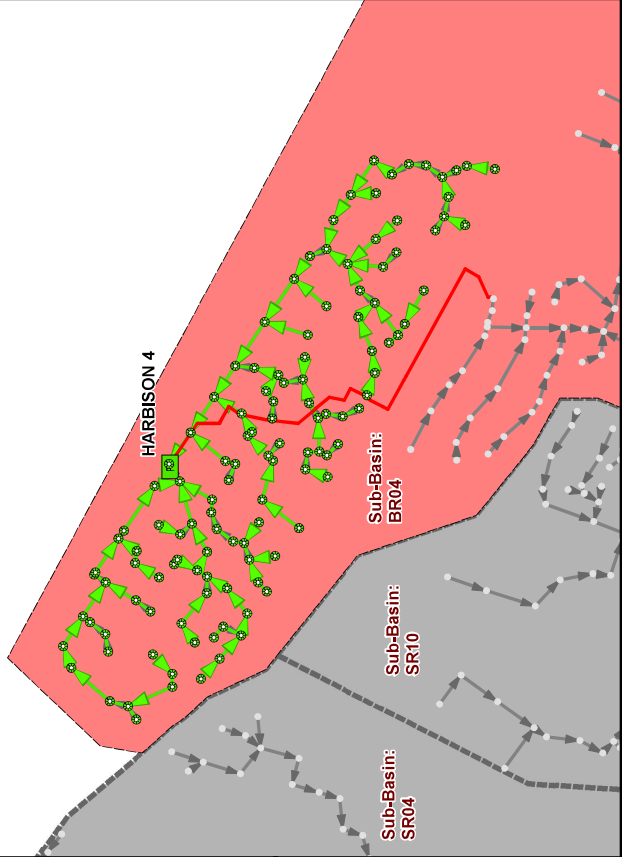
EXECUTED by the Office of Business Opportunities - Compliance on this 04 day of January 2021.

By: Juliet M. Nelly

Title: Program Compliance Administrator



SS7583 Harbison 4 Inset Map



- SS7583 SR02 Project Extent
- Saluda River 02
 - Broad River 04
 - Saluda River

- SS7583 SR02 Project Extent
- Sewer Pump Station (Active, City)
 - Sewer Pressurized Mains (Active, City)
 - Sewer Gravity Main (>= 15)

- SR02 Minor Sewer Manholes
- Harbison 4 Sewer Manholes
 - SR02 Minor Sewer Gravity Mains
 - Harbison 4 Sewer Gravity Mains
 - Sewer Manhole
 - Sewer Gravity Mains



1 inch = 900 feet
0 325 650 1,300 Feet

SS7583 SR02 & Harbison 4 Engineer-Led Find & Fix Rehabilitation

Prepared For: Clean Water 2020



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-002 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and P.C. Partnership, LLC for a portion of the Northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Innovative & High Quality Municipal Services

PURPOSE:

First reading approval was given on February 2, 2021.

The proposed grease interceptor at the corner of Washington Street and Sumter Street is to serve restaurants (tenants) in spaces along the ground level of the Sumter Street Parking Garage. These spaces are all owned by P.C. Partnership LLC.

This property owner is hoping to run a common collector line below the restaurants (but suspended in the air above the parking level underneath the restaurants) to the large, common grease interceptor at Washington and Sumter. They plan to serve the 5 or 6 restaurants along Sumter Street in this building. At the corner of Sumter and Washington there is a restaurant space that was once a Gumbo restaurant, then beyond that there was an "M" Café, then beyond the entrance to the garage there is a Subway, then what was/is Past Time Café, then Crepes & Croissants, then Pizza Hut and finally Greek Boys at the corner of Sumter and Hampton. I think there has been some turnover in the restaurants that are currently active in these spots. The property owner is hoping to serve all these restaurant spaces going forward, each of which need to address FOG (fats, oils, and grease) requirements, with the common grease interceptor at Washington and Sumter.

ATTACHMENTS:

- 2021-002 Lease Agreement - TC Partnership (Washington-Sumter) (PDF)

HISTORY:

02/02/21

Columbia City Council

APPROVED AS AMENDED

ORDINANCE NO.: 2021-002

Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and T.C. Partnership, L.L.C. for a portion of the Northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Lease Agreement for a portion of the northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap, or in a form to be approved by the City Attorney, between the City of Columbia and T.C. Partnership, L.L.C., for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Attachment: 2021-002 Lease Agreement - TC Partnership (Washington-Sumter) (6449 : Ordinance No.: 2021-002 Lease Agreement - PC

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

LEASE AGREEMENT
 (Ordinance No.: 2021-002)

This Lease Agreement ("Lease" or "Agreement") is made and entered into by and between the City of Columbia, South Carolina, a municipality organized and existing under the laws of the State of South Carolina ("Lessor") and T. C. Partnership L.L.C., a ("Lessee").

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Lessor hereby demises and rents to Lessee and Lessee hereby leases the Lease Area described below upon the terms, covenants and conditions hereinafter contained.

1. **Lease Area.** The Lessor grants to the Lessee the right to occupy and use, subject to the terms and conditions of this agreement, the Lease Area shaded in red in Exhibit 1 attached hereto ("Lease Area"), adjacent to the parcel known as Richland County TMS #R09014-08-09 in Columbia, County of Richland, State of South Carolina, consisting of a portion of the northern right-of-way of Washington Street, beginning approximately 14 feet from the northwest corner of the Washington Street and Sumter Street rights-of-way, and extending westward 20 feet, such area being 8 feet in width along the northern right of way of Washington Street.

2. **Term.** The Term ("Term") of this Lease shall be upon the execution of this Lease by both parties through December 31, 2040, with the option to renew for three (3) additional ten-(10) year terms should the parties agree in writing.

3. **Rent.** The rent payable under this Lease shall be One and No/100 (\$1.00) Dollars per year.

4. **Construction of Improvements and Maintenance.** The Lessee, at its own expense and not that of the Lessor, may construct or cause to be constructed temporary or permanent improvements ("Improvements") within the Lease Area. Such Improvements shall include a grease interceptor to serve the ground floor retail of the Sumter Street Parking Deck. Lessee shall also be responsible for maintenance of the grounds of the Lease Area and maintenance of the grease interceptor that complies with the City of Columbia FOG program requirements. The grease interceptor shall have a secure, watertight access point to be used for operation and maintenance activities. Such activities shall be scheduled at times to avoid interruption of adjacent business activities and/or special events taking place in the downtown area. Lessee agrees to comply with Lessor's Code of Laws as may, from time to time, be amended for any such improvements.

5. **Assignment and subletting.** The Lessee shall not assign its rights under this Lease, nor shall the Lessee sublicense its interest in the Lease Area to any third party, without the prior written consent of the Lessor.

6. **Taxes and Insurance.** Lessee shall pay all real property taxes, if any, associated with the property without contribution from the Lessor. Lessee shall maintain insurance in accordance with City of Columbia requirements.

7. **Termination.** Either party may terminate this Agreement upon one hundred and twenty (120) days' written notice to the other party. Upon such termination, neither party shall have any further obligation to the other party and this lease shall be null and void. Improvements made to the Lease Area during any Term of this Lease shall either be removed by Lessee or shall become the property of the Lessor in the City's sole discretion.

8. **Quiet Enjoyment.** Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy said Lease Area for and during the lease term subject to any State or Federal regulatory provisions, condemnation actions or other such actions taken by authorities with superior claims.

9. **Notices.** Any notice, demand and/or request which under the terms of this lease or under any statute must or may be given or made by either of the parties to the other party shall be in writing and shall be given by registered or certified mail with return receipt requested, addressed to the party as follows:

Lessor:
City of Columbia
Attn.: City Manager
P. O. Box 147
Columbia, SC 29202

Lessee:
T. C. Partnership, L.L.C
c/o Mr. James W. Cantey, Jr.
P. O. Box 6637
Columbia, SC 29260

Either party may designate a different address for receipt of notices by written notification to the other party. Any notice under this lease shall be deemed to have been given at the time it is placed in the mail with sufficient postage prepaid.

10. **Utilities.** Any utilities located on the Lease Area and within the right-of-way of Washington Street shall be moved, if necessary, by the Lessee at Lessee's expense.

11. **Waiver.** No waiver of any provision of this Lease shall be effective unless stated in writing and signed by the Lessor and the Lessee.

12. **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties, unless modified by a further agreement in writing executed by the Lessor and the Lessee.

13. **Choice of Law.** This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

T. C. PARTNERSHIP, L.L.C

CITY OF COLUMBIA

By: _____
Its: _____
Date: _____

By: Teresa B. Wilson
Its: City Manager
Date: _____

APPROVED AS TO FORM
Teresa B. Wilson
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2021-009 Granting an encroachment to Gadsden Place, LLC for use of the right of way areas of the 1200 block of Gadsden Street for the installation and maintenance of sidewalks, driveways, parking, curbing, landscaping and irrigation adjacent to its building at 1209 Gadsden Street and 1211 Gadsden Street, Richland County TMS#08912-07-06 and 08912-07-14

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

ATTACHMENTS:

- 2021-009 Gadsden Street LLC encroachment (PDF)

ORDINANCE NO.: 2021-009

Granting an encroachment to Gadsden Place, LLC for the use of the right of way areas of the 1200 block of Gadsden Street for the installation and maintenance of sidewalks, driveways, parking, curbing, landscaping and irrigation adjacent to its building at 1209 Gadsden Street and 1211 Gadsden Street, Richland County TMS#08912-07-06 and 08912-07-14

WHEREAS, Gadsden Place, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1200 block of Gadsden Street adjacent to 1209 Gadsden Street and 1211 Gadsden Street, Richland County TMS#08912-07-06 and 08912-07-14, for the installation and maintenance of a concrete sidewalk approximately one hundred thirty-five (135') feet in length, and varying in width from five (5') feet and eight (8') feet; a driveway approximately twenty-three (23') feet in length and twenty (20') feet in width; five (5) on-street parking spaces each measuring approximately twenty (20') feet in length seven (7') in width; curbing, landscaping and irrigation, as shown on the attached drawing; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the right of way area of the 1200 block of Gadsden Street adjacent to 1209 Gadsden Street and 1211 Gadsden Street, Richland County TMS#08912-07-06 and 08912-07-14, for the installation and maintenance of a concrete sidewalk approximately one hundred thirty-five (135') feet in length, and varying in width from five (5') feet and eight (8') feet; a driveway approximately twenty-three (23') feet in length and twenty (20') feet in width; five (5) on-street parking spaces each measuring approximately twenty (20') feet in length seven (7') in width; curbing, landscaping and irrigation, as shown on the attached drawing.

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

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

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

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

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

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

2. With the exception of the parking spaces which shall be maintained by the Grantor, Grantee is responsible for maintenance of all of the items granted by this ordinance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2021-009**



**1200 BLOCK OF GADSDEN STREET
ADJACENT TO 1209 AND 1211 GADSDEN STREET
SIDEWALKS, PARKING, LANDSCAPING, AND IRRIGATION**

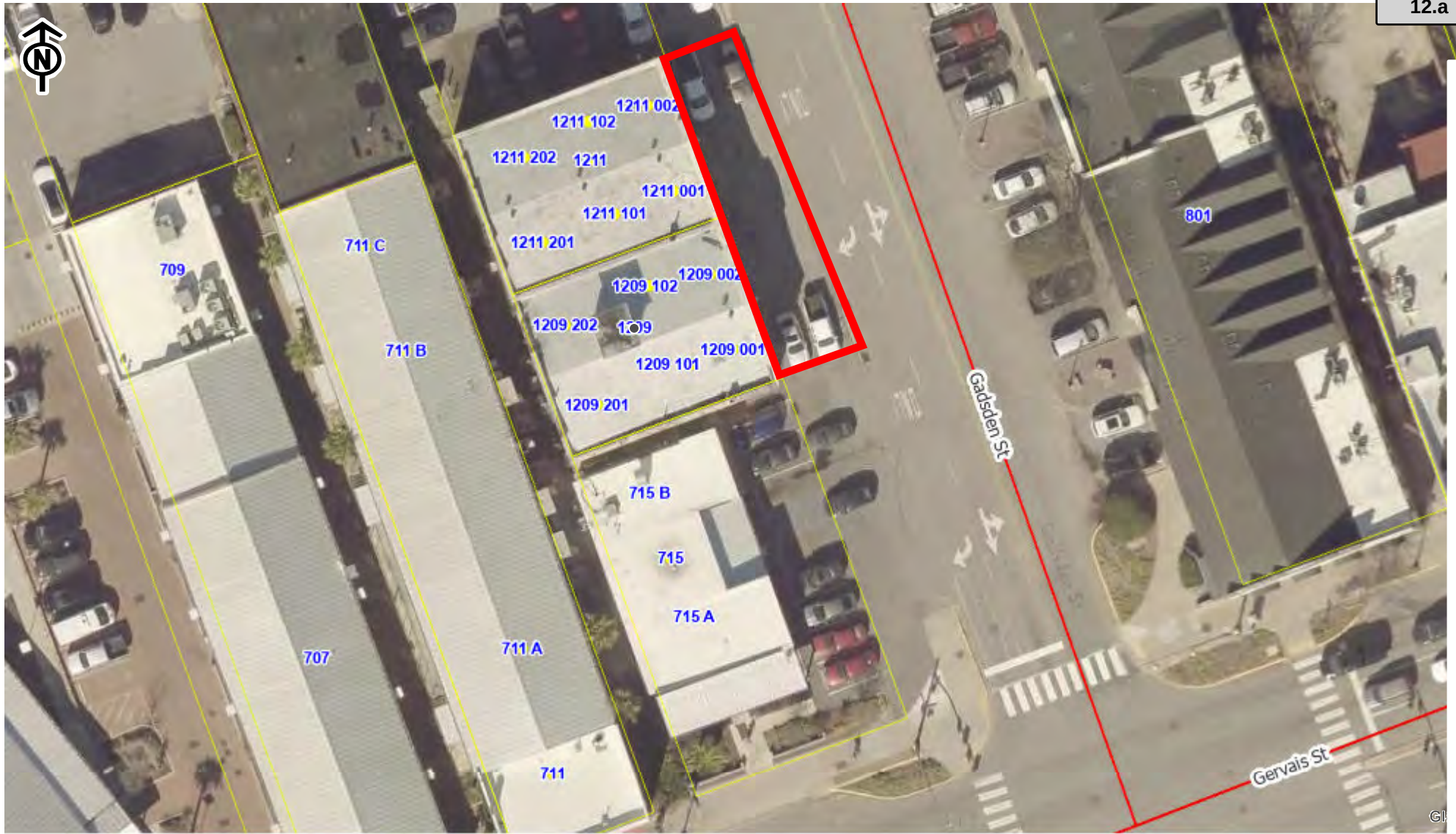
Subject Property:	Right-of-way adjacent to 1209 Gadsden Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, driveways, parking, curbing, landscaping and irrigation.
Applicant:	Gadsden Place, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete sidewalk approximately one hundred thirty-five (135') feet in length varying five (5') and eight (8') feet in width; driveway approximately twenty-three (23') feet in length twenty (20') feet in width; five (5) on-street parking spaces measuring approximately twenty (20') feet in length seven (7') in width; curbing, landscaping and irrigation, as shown on the attached drawing; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. With the exception of the parking spaces which shall be maintained by the Grantor, Grantee is responsible for maintenance of all of the items granted by this ordinance and assuring that all accessibility and ADA requirements are met and maintained. 3. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 4. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 5. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 6. All trees shall be protected and no large tree roots shall be removed from any existing.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.

Land Development	Recommend approval.
Fire	Recommend approval.



1209 Gadsden St. City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Monday, September 14, 2020

Address Point

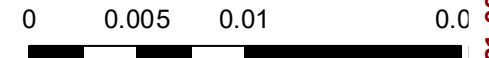
- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Red: Band_1

- Green: Band_2
- Blue: Band_3



CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only 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.

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

12.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 8-31-2020 Property Owner: Gadsden Place, LLC
 Applicant's Name if different from Property Owner: Gadsden Place, LLC
 Contact Information: Telephone Number: 803-212-1032 Fax Number: _____
 Mailing address: 1209 Lincoln Street, Columbia, SC 29201 E-mail address: sgarvin@garvindesigngroup.com
 Business Name/Development Name for Encroachment: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☒ Irrigation System ☒ Landscaping ☒ Driveway ☐ Pavers ☒ Sidewalk/Walkway
☐ Planters ☐ Awning ☐ Underground Utilities ☐ Other: Parking

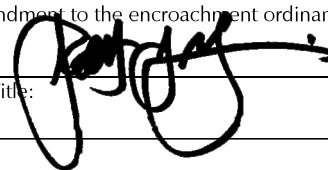
Dimensions (height/width/length): See Attached Plans
 (i.e. 6'x42' wooden privacy fence;
 two 12'x4'x3' concrete steps)

Construction material: See Attached Plans

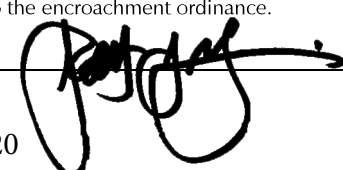
☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____
 Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____
 Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

 (Owner)
 Name/Title: _____
 Date: 9/1/2020

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

 (Owner)
 Name/Title: _____
 Date: 9/1/2020

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
 John Fellows
 Brian Cook
 Jerry Thompson
 Fanessa Pinckney
 Amy Moore
 Robert Harkins
 Denny Daniels
 Robert Anderson
 Robert Sweat
 David Brewer
 Sara Hollar
 John Hooks
 Chip Timmons
 David Koon
 John David Spade
 LR: 7/2014

DEPARTMENT

Development Services (Land Development)
 Development Services (Planning)
 Development Services (Zoning)
 Development Services (Building Inspections)
 Development Services (Permits)
 Development Services (Historic Preservation)
 Development Services (Plans Review)
 Utilities & Engineering (Construction Management)
 Public Works (Administration)
 Public Works (Street Division)
 Public Works (Traffic Engineering)
 Public Works (Forestry & Beautification)
 Public Works (Solid Waste)
 Risk Management
 Fire Department
 Parking Services

PHONE

803-545-3333
 803-545-3222
 803-545-3332
 803-545-3420
 803-545-3420
 803-545-3222
 803-545-3420
 803-545-3400
 803-545-3780
 803-545-3790
 803-545-3850
 803-545-3860
 803-545-3800
 803-733-8306
 803-545-3701
 803-545-3070

FAX

803-343-8779
 803-733-8647
 803-733-8647
 803-733-8699
 803-733-8699
 803-733-8647
 803-733-8647
 803-988-8199
 803-733-8648
 803-545-3785
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 803-733-8245
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 803-733-8523

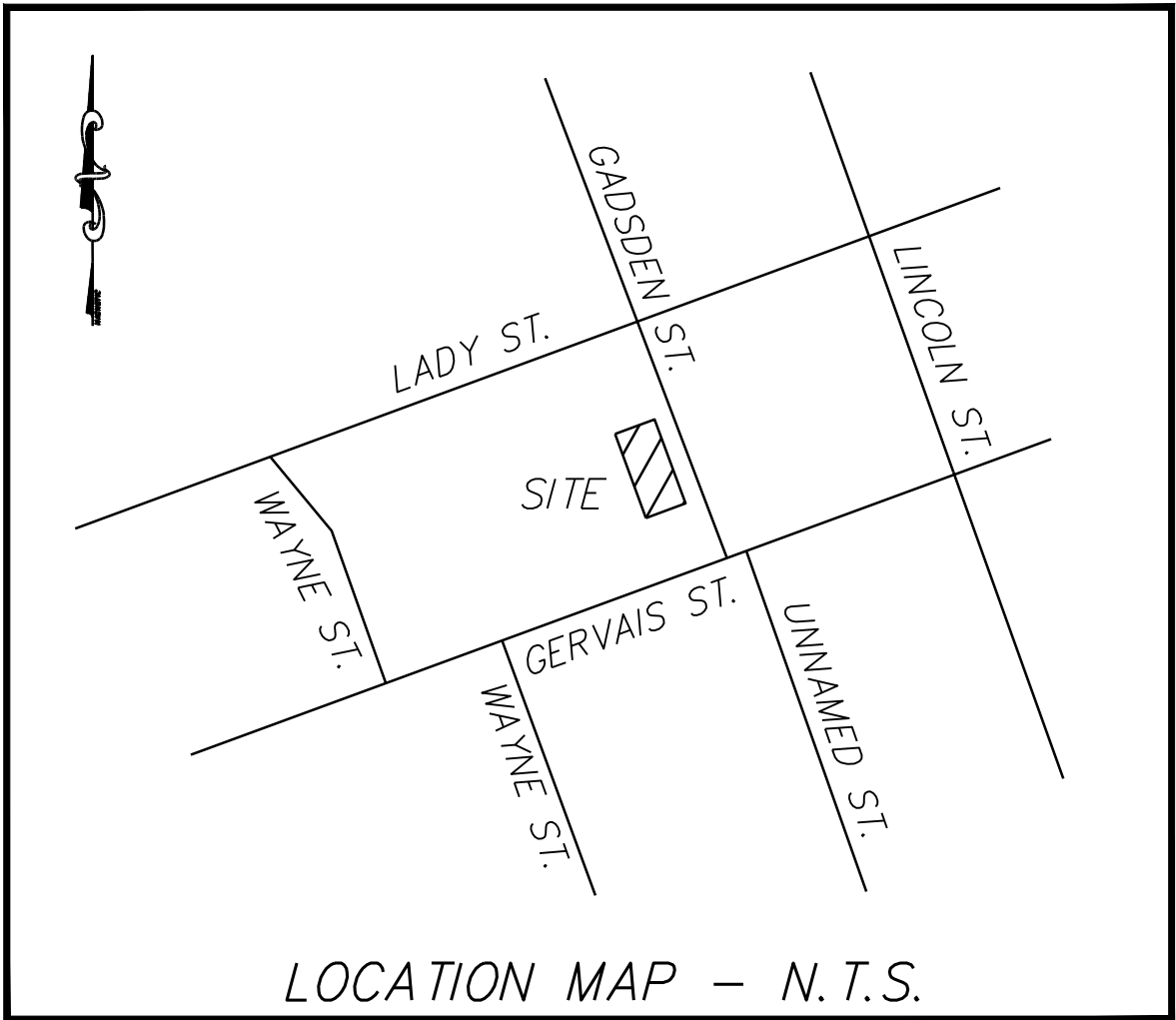
E-MAIL

jechambers@columbiasc.net
 jsfellows@columbiasc.net
 kbcook@columbiasc.net
 jlthompson@columbiasc.net
 fcpinckney@columbiasc.net
 aemoore@columbiasc.net
 rlharkins@columbiasc.net
 jddaniels@columbiasc.net
 raanderson@columbiasc.net
 rgsweatt@columbiasc.net
 ddbrewer@columbiasc.net
 sehollar@columbiasc.net
 jphooks@columbiasc.net
 catimmons@columbiasc.net
 cfdgkoon@columbiasc.net
 spade@columbiasc.net

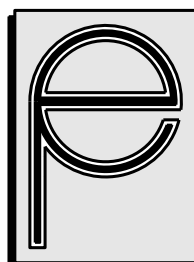
1209 GADSDEN PLACE UPLIFT

1209 GADSDEN PLACE
COLUMBIA, SC 29201

AUGUST 07, 2020

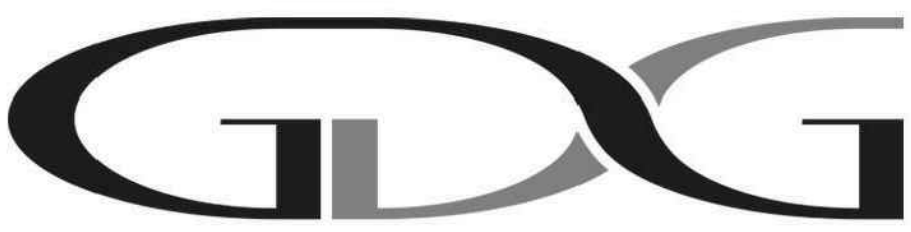


SHEET NO.	TITLE
C1.0	EXISTING CONDITIONS
C2.0	DEMOLITION PLAN
C3.0	SITE PLAN
C4.0	GRADING PLAN
C5.0	EROSION CONTROL PLAN
C6.0	UTILITY PLAN
C7.0-7.3	MISCELLANEOUS DETAILS



PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS

3229 SUNSET BLVD., SUITE A
WEST COLUMBIA, S.C. 29169
(803) 216-8777 (FAX) 216-8070



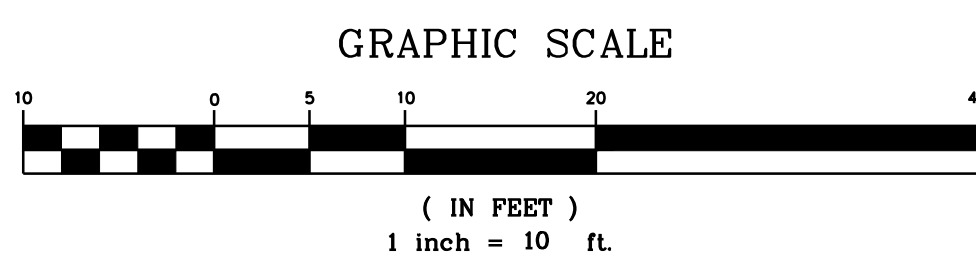
GARVINDESIGNGROUP

1209 Lincoln Street P.O. Box 18 Columbia, SC 29202

803.212.1032 p / 803.212.1074 f

I 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 DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF THE TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, PURSUANT TO REGULATION 72-300 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCRT00000.





FLOOD STATEMENT:
I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP
#45079C0357 L, DATED DECEMBER 21, 2017, AND TO THE BEST OF MY KNOWLEDGE
AND BELIEF, THE SUBJECT PROPERTY IS NOT WITHIN A DESIGNATED FLOOD AREA.

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.

SANITARY SEWER PROVIDER: CITY OF COLUMBIA
P.O. BOX 147
COLUMBIA, S.C. 29201
(803) 545-3300

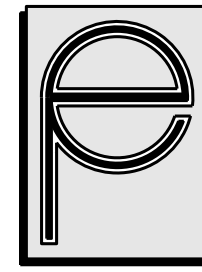
OWNER: GADSDEN PLACE, LLC
1209 LINCOLN STREET
COLUMBIA, SC 29201
PHONE: (803) 212-1032

WATER PROVIDER: CITY OF COLUMBIA
P.O. BOX 147
COLUMBIA, S.C. 29201
(803) 545-3300

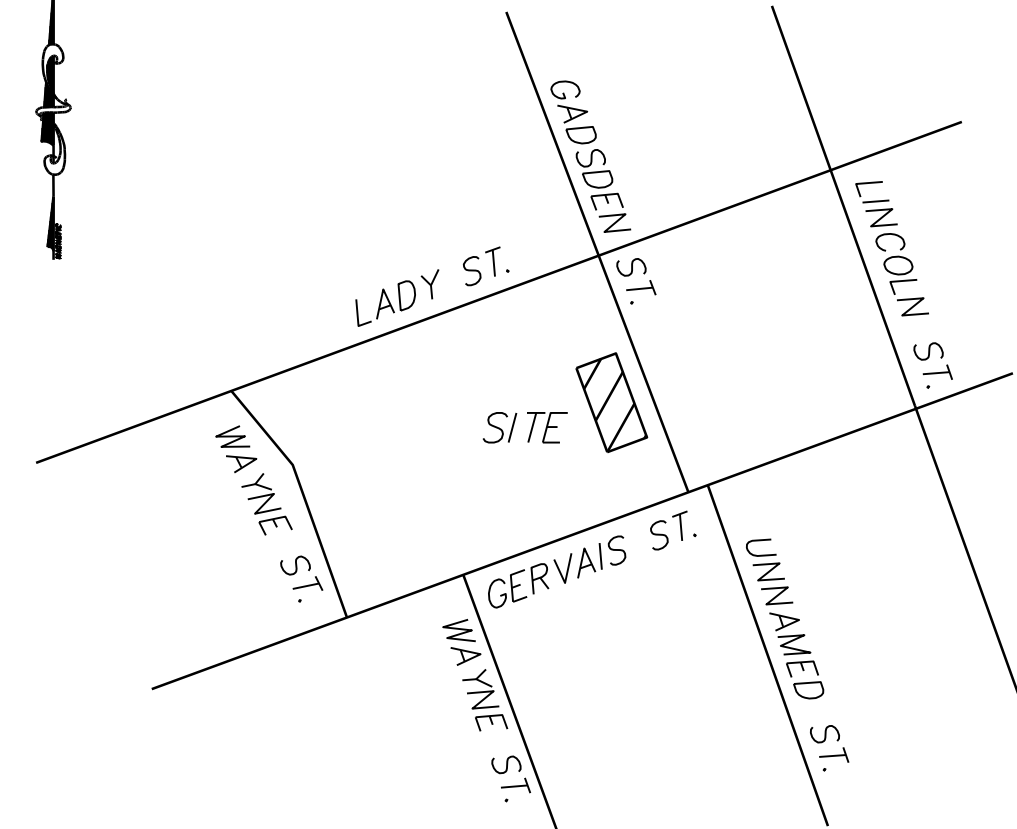
ENGINEER: POWER ENGINEERING CO., INC.
3229 SUNSET BLVD. SUITE A
WEST COLUMBIA, S.C. 29169
(803) 216-8777 (FAX) 216-8070
EMAIL: dparr@powereng.net



PEC #377



PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS - SURVEYORS
138 WESTPARK BLVD.
COLUMBIA, S.C. 29210
(803) 216-8777 (FAX) 216-8070



LOCATION MAP - N.T.S.



1209 Lincoln Street
P.O. Box 18 Columbia, SC 29202
803.212.1032 p / 803.212.1074 f

GADSDEN PLACE, LLC
1209 LINCOLN STREET
COLUMBIA, SC 29201
PHONE (803) 212-1032

POWER ENGINEERING, CO.
3229 SUNSET BLVD., SUITE A
WEST COLUMBIA, S.C. 29169
PHONE (803) 216-8777
dparr@powereng.net

SITE INFO:
1209 GADSDEN STREET
COLUMBIA, SC 29201

PROJECT TITLE

1209 GADSDEN PLACE UPLIFT

1209 GADSDEN PLACE

[illegible]

DRAWN BY:	DHC
CHECKED BY:	JTS

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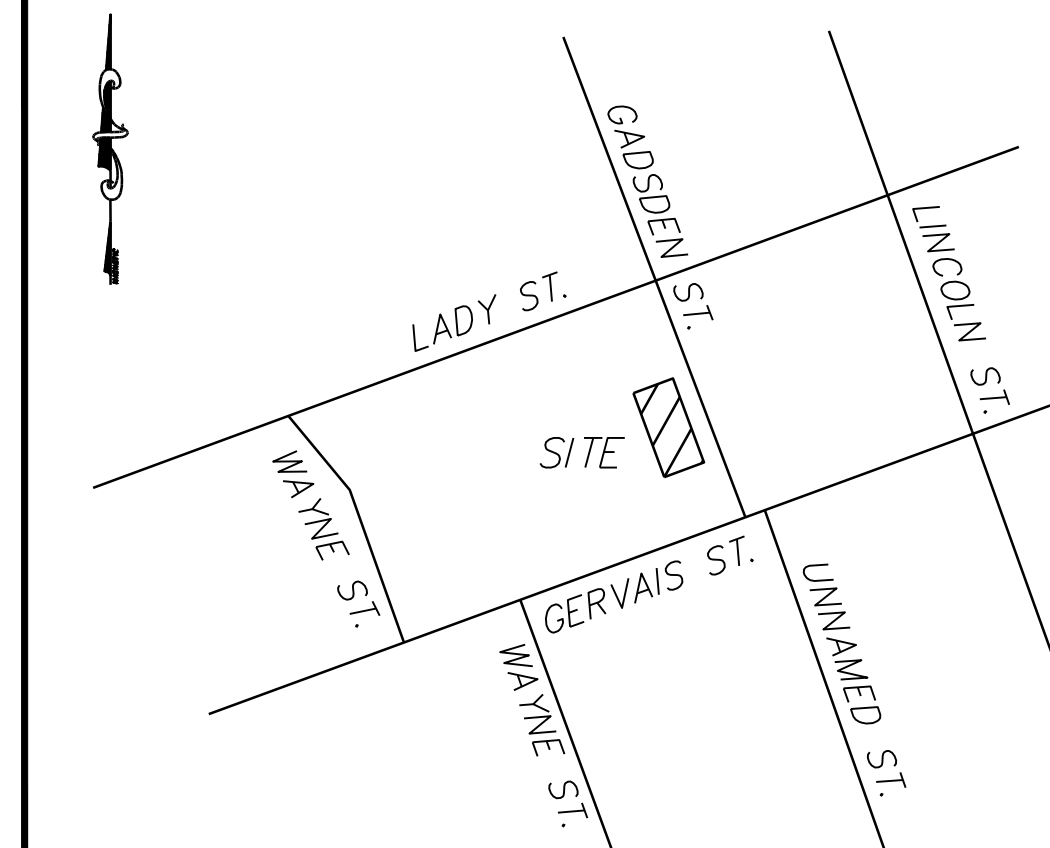
©2003 GARVIN DESIGN GROUP, INC.

DRAWING TITLE

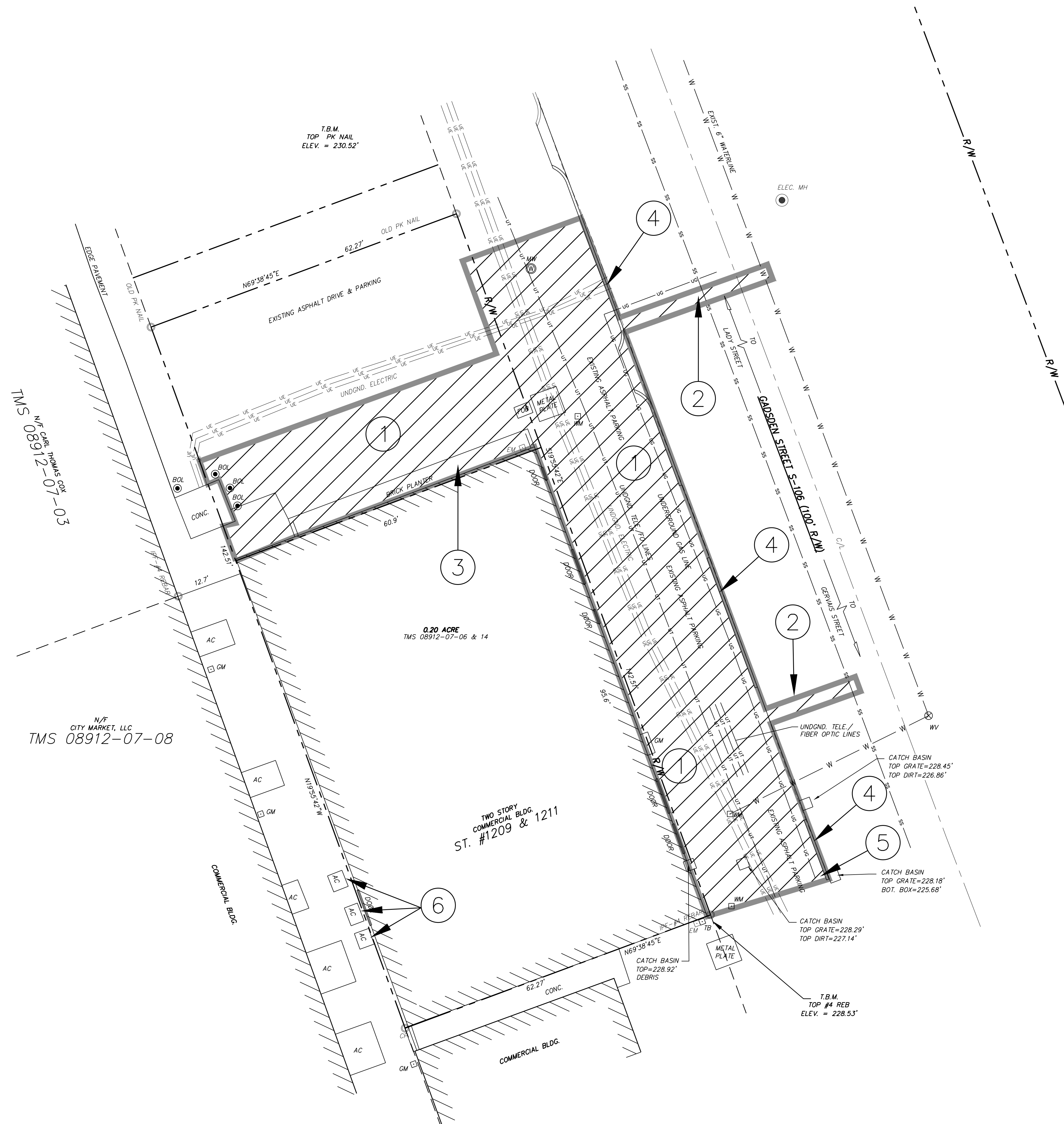
EXISTING CONDITIONS

PROJECT NO.	G562.20	DRAWING NO.
DATE	06-05-2020	
		C1.

Attachment: 2021-009 Gadsden Street || C encroachment (6464 : Ordinance No.: 2021-009 Granting an encroachment to Gadsden Place. || C)



NOTE: UNDERGROUND UTILITIES ARE
BASED ON PAINTED LOCATIONS



FIBRE OPTIC ——— FO ——— FO ———
 WATER LINE — W ——— W ——— W ———
 OVERHEAD ELECTRIC ——— OHE ——— OHE ———
 PROPERTY LINE ——— ——— ———
 FENCE ——— X ——— X ———
 SEWER LINE ——— SS ——— SS ———

CP = CALCULATED POINT
IPS = IRON PIN SET
IPF = IRON PIN FOUND
TMS = TAX MAP SHEET
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY
MW = MONITOR WELL
WM = WATER METER
CB = CATCH BASIN
BOL = BOLLARD
TB = TELEPHONE BOX
CTV = CABLE TV
GM = GAS METER
GV = GAS VALVE
EM = ELECTRIC METER
FOB = FIBER OPTIC BOX

FLOOD STATEMENT:
I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #45079C0357 L, DATED DECEMBER 21, 2017, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT WITHIN A DESIGNATED FLOOD AREA.

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.

SANITARY SEWER PROVIDER: CITY OF COLUMBIA
P.O. BOX 147
COLUMBIA, S.C. 29201
(803) 545-3300

OWNER: GADSDEN PLACE, LLC
1209 LINCOLN STREET
COLUMBIA, SC 29201
PHONE: (803) 212-1032

WATER PROVIDER: CITY OF COLUMBIA
P.O. BOX 147
COLUMBIA, S.C. 29201
(803) 545-3300

ENGINEER: POWER ENGINEERING CO., INC.
3229 SUNSET BLVD. SUITE A
WEST COLUMBIA, S.C. 29169
(803) 216-8777 (FAX) 216-8070
EMAIL: dparr@powereng.net

PROJECT TITLE
1209 GADSDEN PLACE UPLIFT

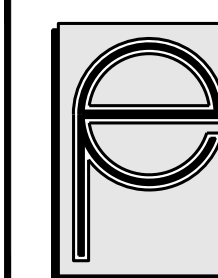
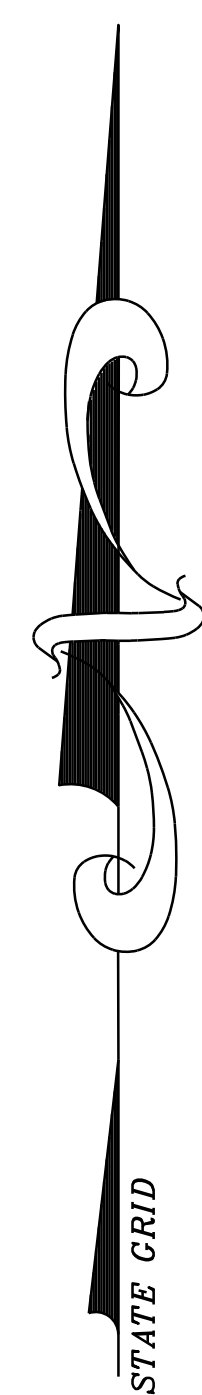
11209 GADSDEN PLACE
COLUMBIA SC 29204

DRAWN BY:	JTS	REVISIONS	NO.	NAME	DATE
	JTS				
CHECKED BY:					

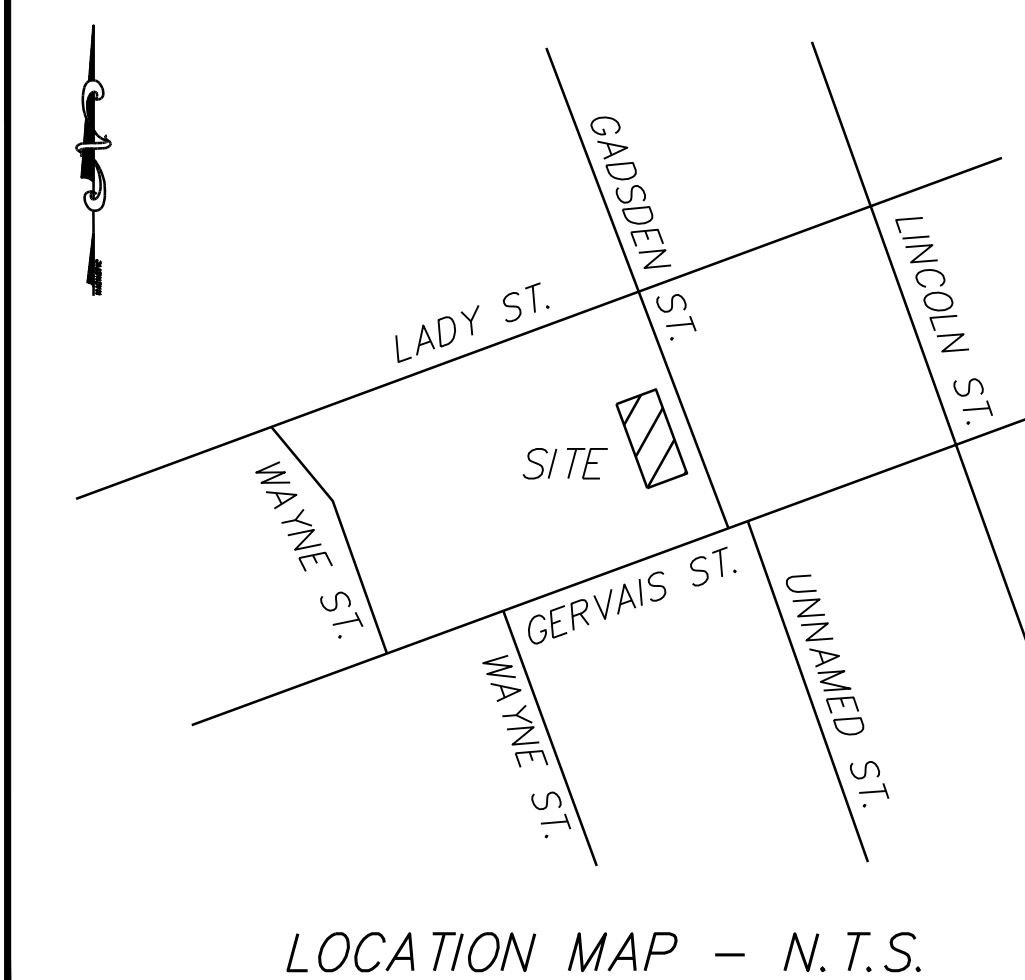
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DRAWING TITLE
DEMOLITION SITE PLAN

PROJECT NO.	O528.19	DRAWING NO.
DATE	06-05-2020	
		C2.0



PREPARED BY
POWER ENGINEERING COMPANY, INC.
ENGINEERS - PLANNERS - SURVEYORS
100 WESTPARK BLVD.
COLUMBIA, S.C. 29210
(803) 216-8777 (FAX) 216-8070



SITE DATA
M-1 ZONING
TMS #R08912-07-14 AND R08912-07-06

8 OFF STREET PARKING SPACES
5 ON STREET PARKING SPACES

NOTE: CURB ALONG GADSDEN STREET IS 3" TALL CURB.

NOTE: ALL CONCRETE FORMS FOR CUB AND SIDEWALK SHALL BE INSPECTED BY PEC PRIOR TO CONCRETE PLACEMENT.

CONTRACTOR TO VERIFY DIMENSIONS WITH ARCH. PLANS PRIOR TO STAKING CONCRETE OR CURB. NOTIFY ARCHITECT/ENGINEER IN THE EVENT OF A CONFLICT.

PROPOSED LEGEND

PROPERTY LINE	---
PROP. CURB AND GUTTER	---
PROP. GRAVEL	---
PROP. ASPHALT	---
PROP. SCDOT ASPHALT	---
PROP. WATER EASEMENT	---
BUILDING	---
PROP. CONCRETE	---
PROP. LIGHT WELL	---

SCDOT NOTES:

- 1) SPEED LIMIT ALONG GADSDEN ROAD = 35 MPH. FRONTAGE FOR THIS PARCEL = 142'. SIGHT DISTANCE IS ADEQUATE IN BOTH DIRECTIONS.
- 2) UPON SUBSTANTIAL PROJECT COMPLETION, CONTRACTOR TO CLEAR EXISTING CULVERTS/PIPES, CATCH BASINS, AND DITCHES ALONG FRONTAGE AND DOWNSTREAM AS NECESSARY TO ACHIEVE POSITIVE DRAINAGE.
- 3) ALL MARKINGS WITHIN SCDOT ROW SHALL BE APPROVED PERMANENT PAVEMENT MARKINGS PER SECTIONS 625, 626, OR 627 WITHIN THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- 4) CONTRACTOR SHALL BE RESPONSIBLE FOR UTILIZING ALL APPLICABLE AND CURRENT SCDOT STANDARD DRAWINGS INCLUDING, BUT NOT LIMITED TO, THE DRAWINGS INCLUDED OR REFERENCED WITHIN THESE PLANS AND THE APPROVED PERMIT PACKAGE.

SANITARY SEWER PROVIDER: CITY OF COLUMBIA
P.O. BOX 147
COLUMBIA, S.C. 29201
(803) 545-3300

WATER PROVIDER: CITY OF COLUMBIA
P.O. BOX 147
COLUMBIA, S.C. 29201
(803) 545-3300

OWNER: GADSDEN PLACE, LLC
1209 LINCOLN STREET
COLUMBIA, SC 29201
PHONE: (803) 212-1032

ENGINEER: POWER ENGINEERING CO., INC.
3229 SUNSET BLVD., SUITE A
WEST COLUMBIA, S.C. 29169
(803) 216-8777 (FAX) 216-8070
EMAIL: dparr@powereng.net



FLOOD STATEMENT:
I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #450780C357 L, DATED DECEMBER 21, 2017, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT WITHIN A DESIGNATED FLOOD AREA.

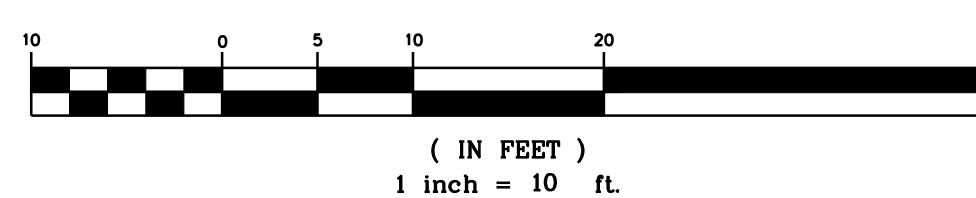
REFERENCE:
ALL BOUNDARY, TOPOGRAPHY AND EXIST. SITE FEATURES TAKEN FROM A SURVEY PREPARED BY ASSOCIATED E & S, INC. POWER ENGINEERING COMPANY ASSUMES NO RESPONSIBILITY FOR THE BOUNDARY, EXIST. SITE FEATURES AND TOPOGRAPHIC INFORMATION ON THE SURVEY.

EXISTING LEGEND

FIBRE OPTIC	---
WATER LINE	---
OVERHEAD ELECTRIC	---
PROPERTY LINE	---
FENCE	---
SEWER LINE	---

CP = CALCULATED POINT
IPS = IRON PIN SET
IPF = IRON PIN FOUND
TMS = TAX MAP SHEET
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY
MW = MONITOR WELL
WM = WATER METER
CB = CATCH BASIN
BOL = BOLLARD
TB = TELEPHONE BOX
CTV = CABLE TV
GM = GAS METER
GV = GAS VALVE
EM = ELECTRIC METER
FOB = FIBER OPTIC BOX

GRAPHIC SCALE



GADSDEN PLACE, LLC
1209 LINCOLN STREET
COLUMBIA, SC 29201
PHONE (803) 212-1032

POWER ENGINEERING CO.
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dparr@powereng.net

SITE INFO:
1209 GADSDEN STREET
COLUMBIA, SC 29201

PROJECT TITLE
1209 GADSDEN PLACE UPLIFT

1209 GADSDEN PLACE
COLUMBIA, SC 29201

NO.	REVISIONS	DATE
1	REMOVED BACK ALLEY	5/31/20

DRAWN BY: JTS

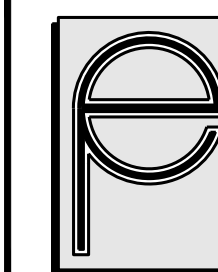
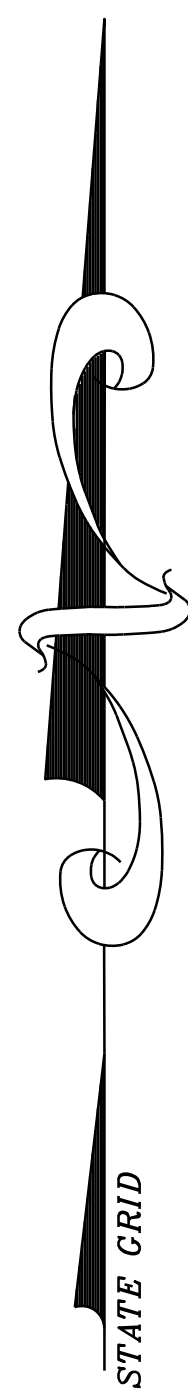
CHECKED BY: JTS

DRAWING TITLE
SITE PLAN

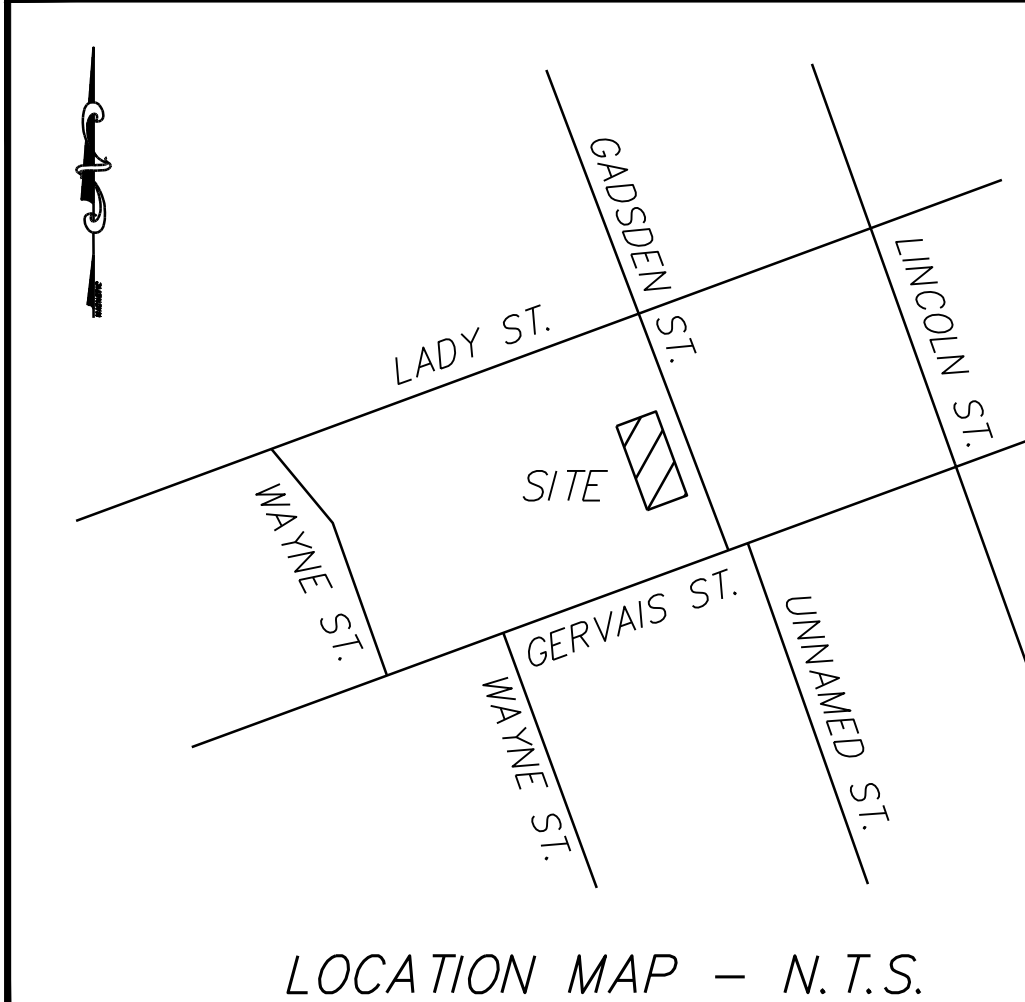
PROJECT NO.
0558.119

DATE
06-05-2020

DRAWING NO.
C3.0



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POWER ENGINEERING COMPANY, INC.
 ENGINEERS - PLANNERS - SURVEYORS
 108 WESTPARK BLVD.
 COLUMBIA, S.C. 29210
 (803) 216-8777 (FAX) 216-8070



LOCATION MAP - N.T.S.



803.212.1032 p / 803.212.1074 f
 COLUMBIA, S.C. 29201
 P.O. Box 18
 1209 Lincoln Street

GADSDEN PLACE, LLC
 1209 LINCOLN STREET
 COLUMBIA, SC 29201
 PHONE (803) 212-1032

POWER ENGINEERING, CO.
 3229 SUNSET BLVD., SUITE A
 WEST COLUMBIA, S.C. 29169
 PHONE (803) 216-8777
 dparr@powereng.net

SITE INFO:
 1209 GADSDEN STREET
 COLUMBIA, SC 29201

1209 GADSDEN PLACE UPLIFT

1209 GADSDEN PLACE
 COLUMBIA, SC 29201

PROJECT TITLE

NO.	REVISIONS	DATE
1	REMOVED BACK ALLEY	8.31.20

DRAWN BY: JTS

CHECKED BY: JTS

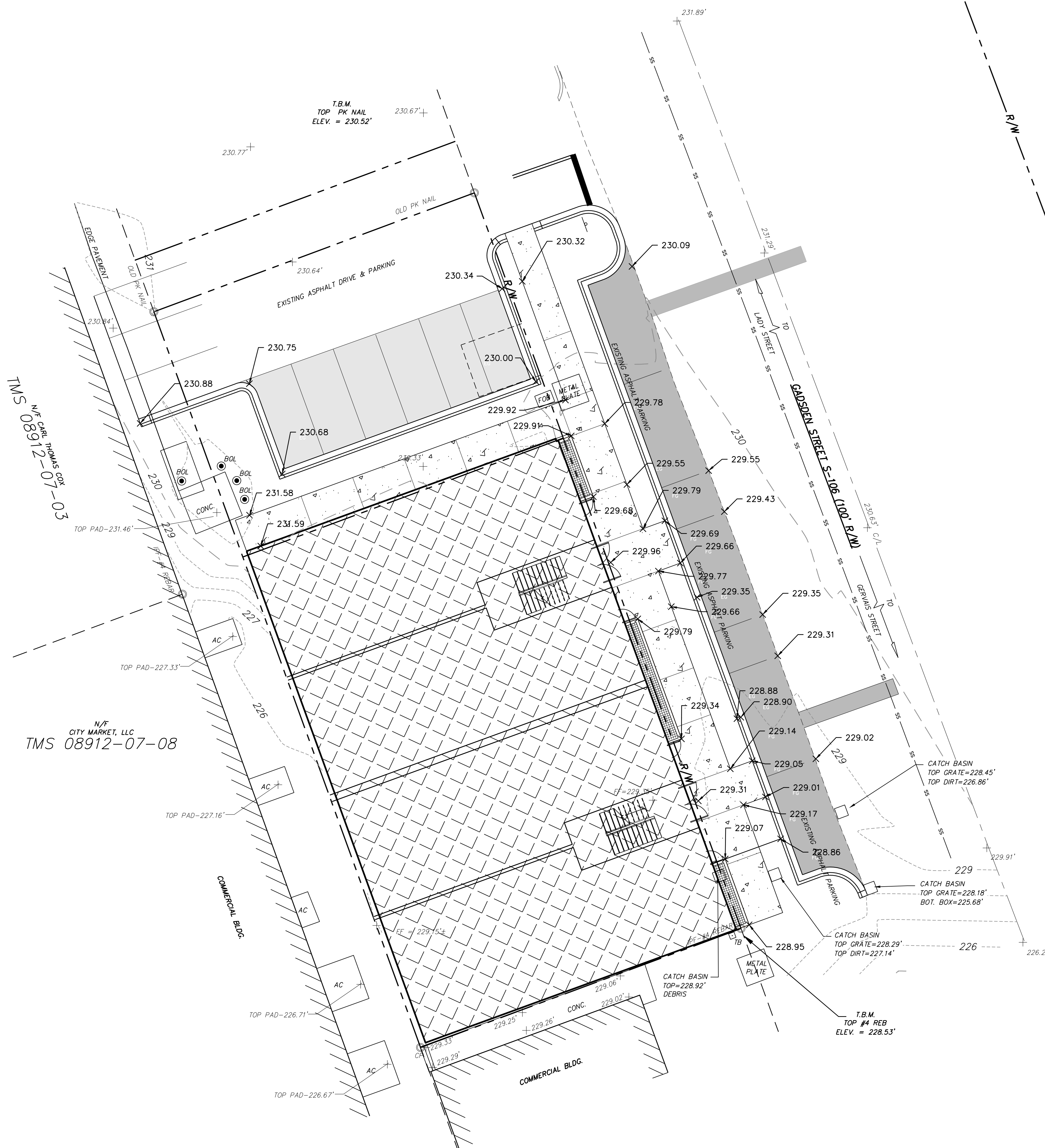
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GRADING PLAN

PROJECT NO. 0558.119

DATE 06-05-2020

DRAWING NO. C4.0



NOTES:

1. ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
2. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY LOCATION AND AVAILABILITY OF ALL UTILITIES AFFECTING THE PROJECT ON AND OFF THE SITE, 72 HOURS BEFORE COMMENCING CONSTRUCTION CONTACT PLU.P.S. AT 1-800-922-0983 FOR UNDERGROUND UTILITIES LOCATION.
3. THE MATERIALS AND CONSTRUCTION OF ALL STREETS AND DRAINAGE FACILITIES IN THIS PROJECT SHALL BE GOVERNED BY THE CITY OF COLUMBIA SPECIFICATIONS AND THE SCDOT STANDARD SPECIFICATIONS, LATEST EDITION.
4. NO CONSTRUCTION ALLOWED UNTIL CONSTRUCTION PERMITS ARE RECEIVED FROM CITY OF COLUMBIA.
5. NOTIFY CITY OF COLUMBIA 72 HOURS BEFORE COMMENCING CONSTRUCTION.
6. ALL EXCAVATION FOR THIS PROJECT IS UNCLASSIFIED. WHEN EXCAVATING REMOVE ALL MATERIALS OF WHATEVER SUBSTANCE ENCOUNTERED.
7. THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE CONSTRUCTION DOCUMENTS AND SHALL IMMEDIATELY REPORT TO THE ENGINEER ANY DISCREPANCIES OR OMISSIONS DISCOVERED ON THE PLANS OR AT THE SITE. THE CONTRACTOR SHALL TAKE FIELD MEASUREMENTS TO VERIFY THAT ALL LOCATIONS ARE CORRECT PRIOR TO COMMENCING CONSTRUCTION.
8. SEE THE CONSTRUCTION SEQUENCE ON THE DETAIL SHEET AND SEE THE SOIL EROSION AND SEDIMENTATION CONTROL NOTES ON THE SEDIMENT AND EROSION CONTROL PLAN.
9. ALL EARTHWORK SHALL BE DONE IN ACCORDANCE WITH RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND UNDER THE SUPERVISION OF A SOILS CONSULTANT.
10. ALL WORK IN THE RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE APPROVED ENCROACHMENT PERMIT.
11. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR THE LOCATION AND INSTALLATION OF UTILITY CONDUIT.
12. ALL FILL AREAS SHALL BE COMPACTED TO 98% STANDARD PROCTOR.
13. ALL ASPHALT SHALL BE SAW CUT.
14. ALL CONCRETE FORMS FOR SIDEWALK AND CURBING SHALL BE INSPECTED BY ENGINEER PRIOR TO CONCRETE PLACEMENT.
15. GRAVEL TO BE PLACED IN ALLEY BETWEEN CONCRETE AND MECHANICAL UNITS AREA TO BE UNDER CUT 1.0' -1.5' AND BACKFILL WITH 57 STONE. GRAVEL TO BE 3" LOWER THAN ALL SURROUNDING MECHANICAL UNITS AND CONCRETE.
16. LIGHT WELLS TO BE UNDERCUT 1.5'-2.0' AND BACKFILLED WITH 57 STONE.
17. LIGHT WELLS TO BE COVERED WITH STRUCTURAL GLASS. WELLS ALONG GADSDEN STREET TO BE FLUSH WITH SIDE WALK AND WELLS ALONG ALLEY ARE TO HAVE 3" UP ABOVE SURROUNDING CONCRETE/GRAVEL.
18. ADJUST CATCH BASIN RIMS ALONG GADSDEN AS NEEDED TO PROMOTE POSITIVE DRAINAGE ALONG GADSDEN STREET.
19. CONTRACTOR ADJUST METAL PLAT ALONG GADSDEN AS NEEDED TO COORDINATE WITH NEW SIDEWALK.

SEE DETAIL SHEETS FOR EROSION CONTROL NOTES

PROPOSED LEGEND

PROPERTY LINE	---
PROP. CURB AND GUTTER	=====
PROP. GRAVEL	=====
PROP. ASPHALT	=====
PROP. SCDOT ASPHALT	=====
PROP. WATER EASEMENT	-----
BUILDING	=====
PROP. CONCRETE	=====
PROP. LIGHT WELL	=====
PROP. SPOT ELEVATION	× 229.95

EXISTING LEGEND

FIBRE OPTIC	FO	FO
WATER LINE	W	W
OVERHEAD ELECTRIC	OHE	OHE
PROPERTY LINE	---	---
FENCE	X	X
SEWER LINE	SS	SS

CP = CALCULATED POINT
 IPS = IRON PIN SET
 IPF = IRON PIN FOUND
 TMS = TAX MAP SHEET
 R/W = RIGHT OF WAY
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 MW = MONITOR WELL
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 TB = TELEPHONE BOX
 CTV = CABLE TV
 GM = GAS METER
 GV = GAS VALVE
 EM = ELECTRIC METER
 FOB = FIBER OPTIC BOX

FLOOD STATEMENT:
 I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #450780C357 L, DATED DECEMBER 21, 2017, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT WITHIN A DESIGNATED FLOOD AREA.

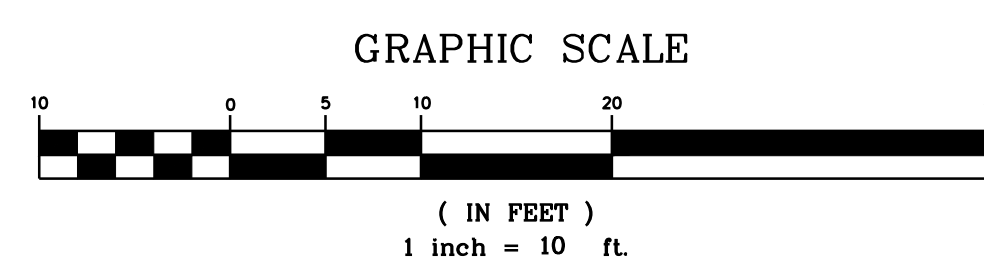
REFERENCE:
 ALL BOUNDARY, TOPOGRAPHY AND EXIST. SITE FEATURES TAKEN FROM A SURVEY PREPARED BY ASSOCIATED E & S, INC. POWER ENGINEERING COMPANY ASSUMES NO RESPONSIBILITY FOR THE BOUNDARY, EXIST. SITE FEATURES AND TOPOGRAPHIC INFORMATION ON THE SURVEY.

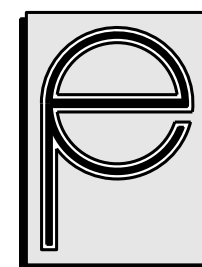
SANITARY SEWER PROVIDER: CITY OF COLUMBIA
 P.O. BOX 147
 COLUMBIA, S.C. 29201
 (803) 545-3300

OWNER: GADSDEN PLACE, LLC
 1209 LINCOLN STREET
 COLUMBIA, SC 29201
 PHONE: (803) 212-1032

WATER PROVIDER: CITY OF COLUMBIA
 P.O. BOX 147
 COLUMBIA, S.C. 29201
 (803) 545-3300

ENGINEER: POWER ENGINEERING CO., INC.
 3229 SUNSET BLVD., SUITE A
 WEST COLUMBIA, S.C. 29169
 (803) 216-8777 (FAX) 216-8070
 EMAIL: dparr@powereng.net





PREPARED BY
POWER ENGINEERING COMPANY, INC.
 ENGINEERS – PLANNERS – SURVEYORS
 108 WESTVIEW BLVD.
 COLUMBIA, S.C. 29201
 (803) 216-8777 (FAX) 216-8070



LOCATION MAP – N.T.S.

GARVINDESIGNGROUP
 803.212.1037 p / 803.212.1074 f
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 Columbia, SC 29202

GADSDEN PLACE, LLC
 1209 LINCOLN STREET
 COLUMBIA, SC 29201
 PHONE (803) 212-1032

POWER ENGINEERING, CO.
 3229 SUNSET BLVD., SUITE A
 WEST COLUMBIA, S.C. 29169
 PHONE (803) 216-8777
 dparr@powereng.net

SITE INFO:
 1209 GADSDEN STREET
 COLUMBIA, SC 29201

PROJECT TITLE
1209 GADSDEN PLACE UPLIFT

1209 GADSDEN PLACE
 COLUMBIA, SC 29201

NO.	REVISIONS	NAME	DATE

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 CHECKED BY: JTS

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DRAWING TITLE
EROSION CONTROL PLAN

PROJECT NO. 0558.10
 DATE 06-05-2020
 DRAWING NO.
C5.0

EROSION CONTROL PHASE CONSTRUCTION SEQUENCE

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS FROM CITY OF COLUMBIA AND SCDOT.
2. CONTACT THE UTILITY COMPANIES TO HAVE EXISTING UTILITIES (WATER, ELECTRICITY, PHONE, GAS, ETC.) LOCATED.
3. SET UP AN ONSITE PRE-CONSTRUCTION MEETING WITH ENGINEER PRIOR TO CONSTRUCTION TO DISCUSS EROSION CONTROL MEASURES.
4. EXISTING DRIVEWAY TO BE USED AS CONSTRUCTION ENTRANCE. INSTALL BMPs AS NECESSARY.
5. INSTALL SILT FENCE AND INLET PROTECTION AS SHOWN ON THE PLANS.
6. CLEAN OUT EXISTING STORM DRAINAGE OF SEDIMENT AND DEBRIS.
7. DEMO SITE WHICH IS TO BE COORDINATED WITH OWNER.
8. ROUGH GRADE PARKING AND SIDEWALK AREAS.
9. INSTALL NEW PARKING AREA, SIDEWALK, CURB, PLANTERS, UTILITIES AND ALL SUPPORTING INFRASTRUCTURE.
10. COMPLETE FINAL GRADING AND LANDSCAPE SITE PER APPROVED LANDSCAPE PLAN.
11. AFTER THE SITE IS STABILIZED SCHEDULE AN INSPECTION WITH THE ENGINEER FOR APPROVAL OF THE SITE. ONCE APPROVAL IS OBTAINED REMOVE ALL EROSION CONTROL MEASURES.

EROSION CONTROL NOTES:

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURE SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW:
WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE TEMPORARILY CEASED, AND EARTH ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR PROVIDE AN INDIVIDUAL PLAN MEETING SECTION R.72-307 OF THE STORMWATER MANAGEMENT AND SEDIMENT REDUCTION ACT.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN NOT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. A COPY OF THE SWPPP, INSPECTIONS RECORDS AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3%:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMP'S (SEDIMENT BASIN, FILTER BAGS, ETC.)
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 A) WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
 B) WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
 C) FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
 D) SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
18. IF EXISTING BMP'S NEED TO BE MODIFIED OR IF ADDITIONAL BMP'S ARE NECESSARY TO COMPLY WITH REQUIREMENTS OF THE CONSTRUCTION GENERAL PERMIT, SCDOT/DOH AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMP'S MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE RICHLAND COUNTY HAS APPROVED OTHERWISE.
20. ADDITIONAL MEASURES MAY BE REQUIRED BY A REPRESENTATIVE OF RICHLAND COUNTY OR SCDHEC.
21. STOCK PILE AREAS MAY BE SHIFTED DEPENDING ON SITE CONDITIONS.
22. STABILIZE ALL SWALES WITHIN 7 DAYS OF CONSTRUCTION.
23. PLACEMENT OF ADDITIONAL BMP STRUCTURES SHALL BE FIELD DETERMINED BY THE PROJECT ENGINEER OR INSPECTOR.
24. USE SILT FENCE J HOOKS (SEE DETAIL) WITH SILT FENCE ON SLOPES AS NECESSARY TO PREVENT EROSION.

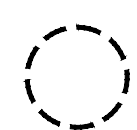
AREA OF DISTURBANCE = 5,246 SF (0.12 AC)

PROPOSED LEGEND

PROP. LIMITS OF DISTURBANCE (LOD)



PROP. STORM INLET PROTECTION



PROP. SEDIMENT TUBE



FLOOD STATEMENT:
 I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP #450780C357 L, DATED DECEMBER 21, 2017, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT WITHIN A DESIGNATED FLOOD AREA.

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.

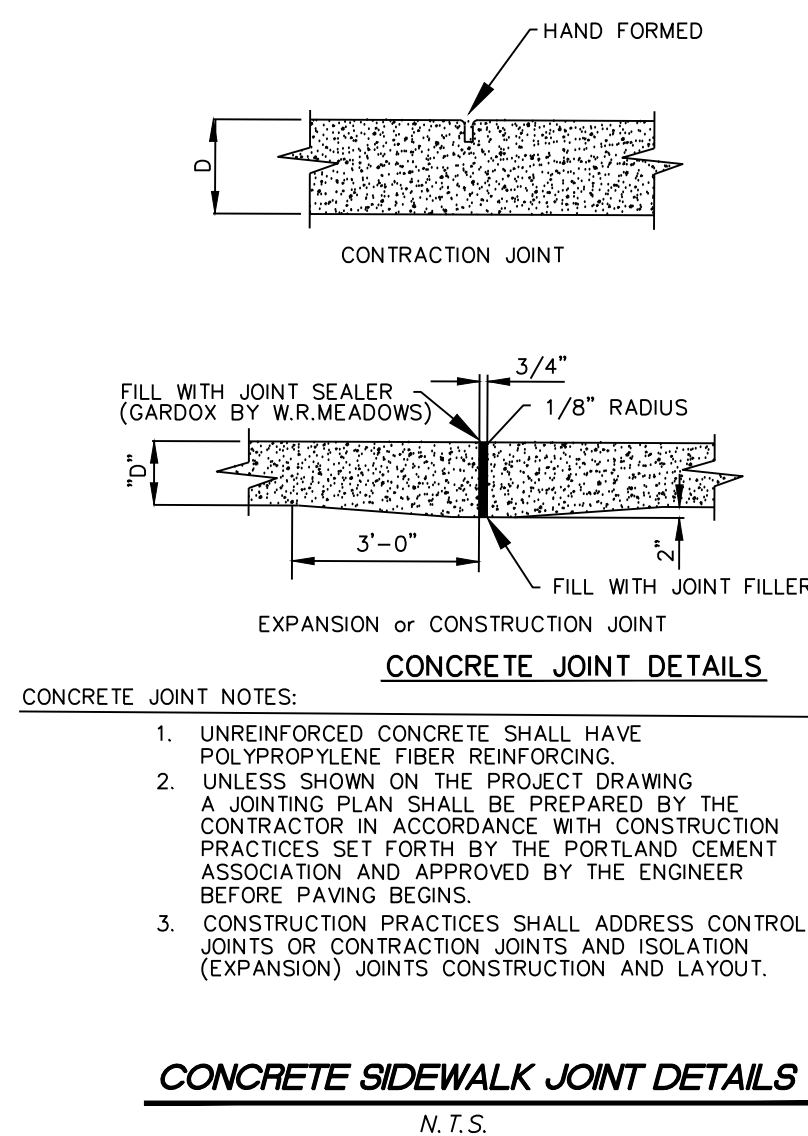
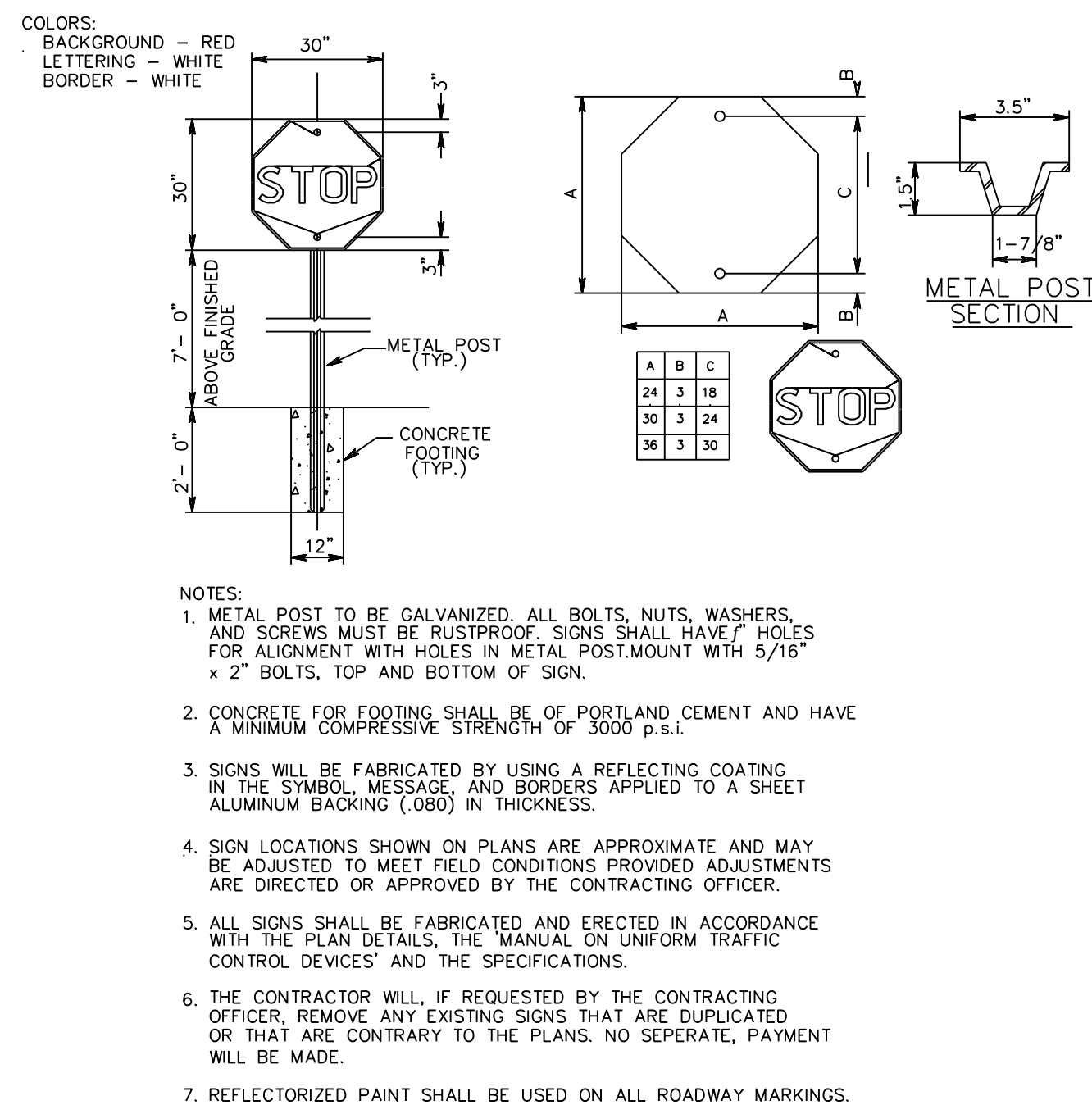
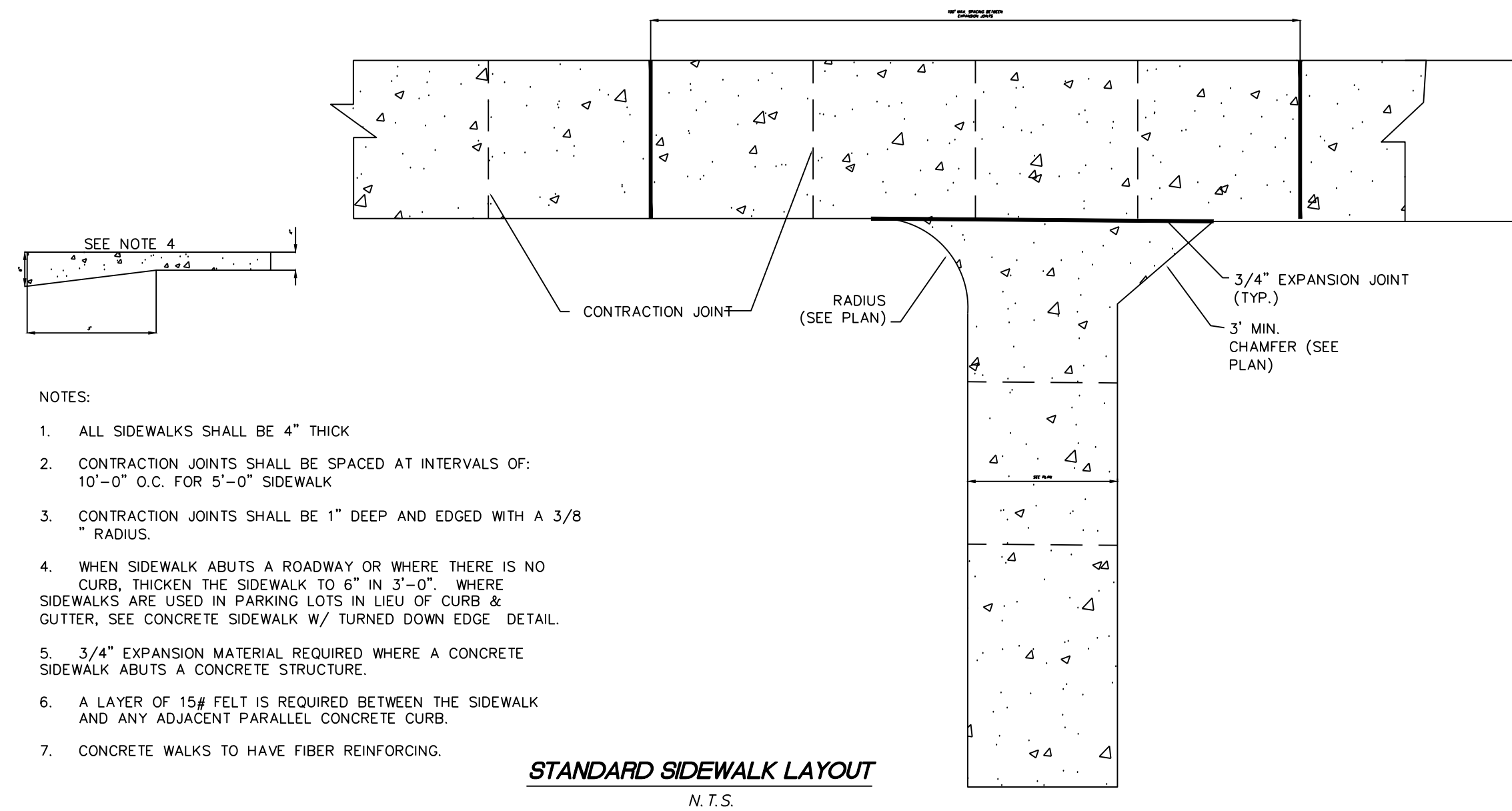
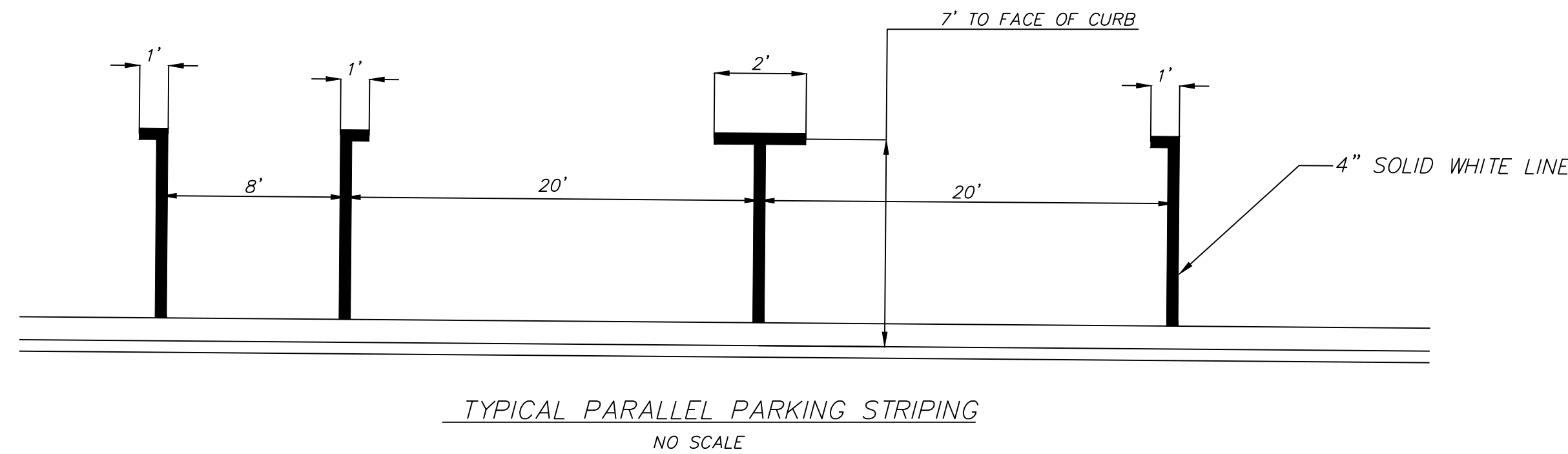
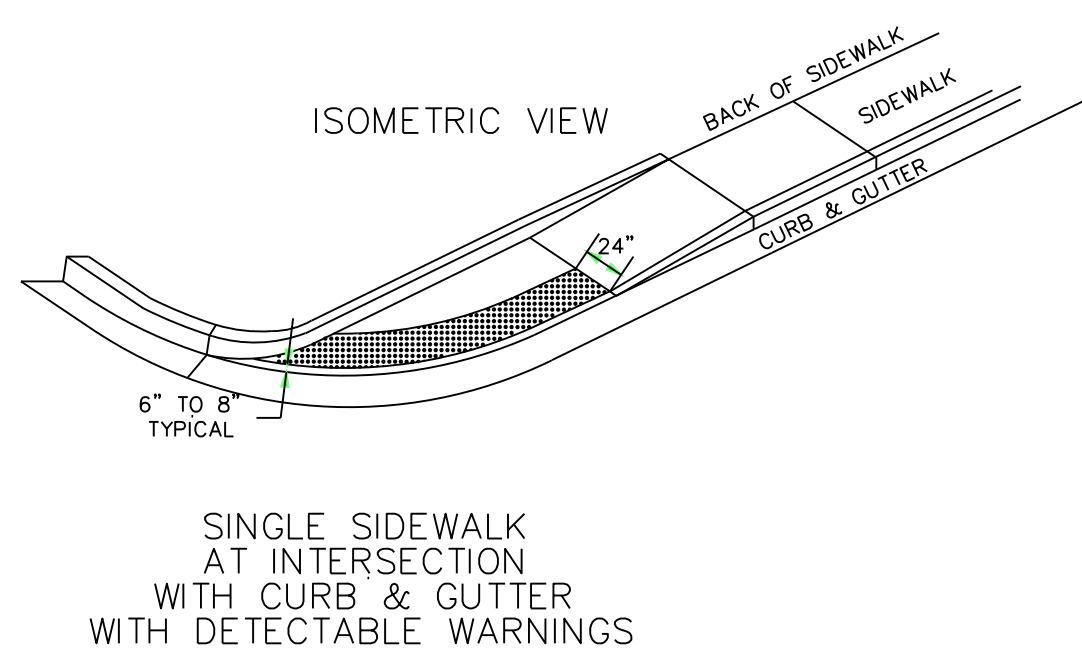
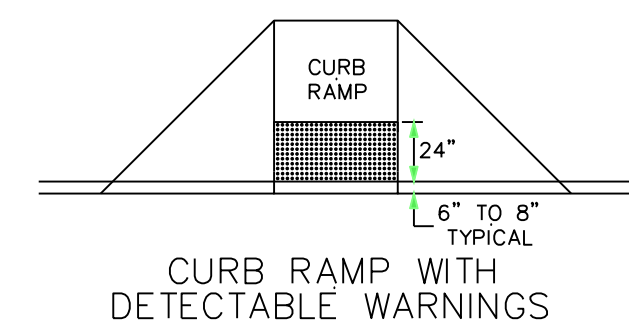
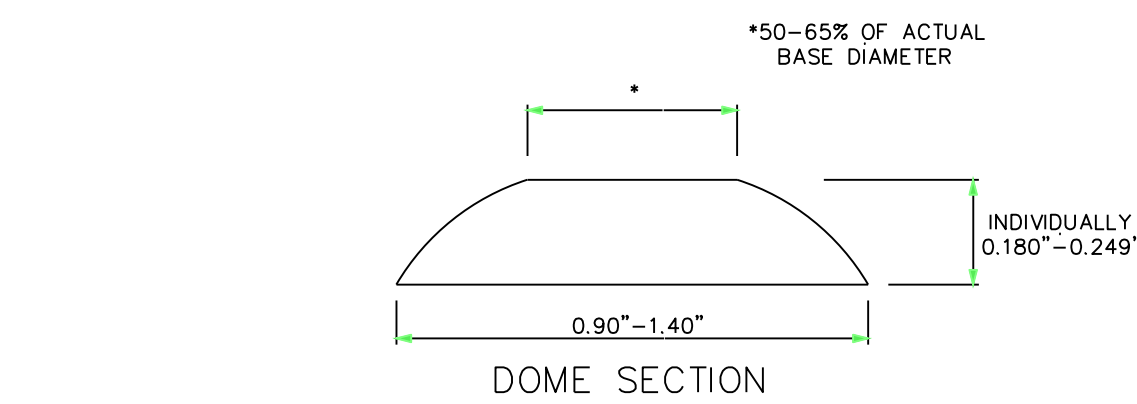
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WATER PROVIDER: CITY OF COLUMBIA
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 EMAIL: dparr@powereng.net



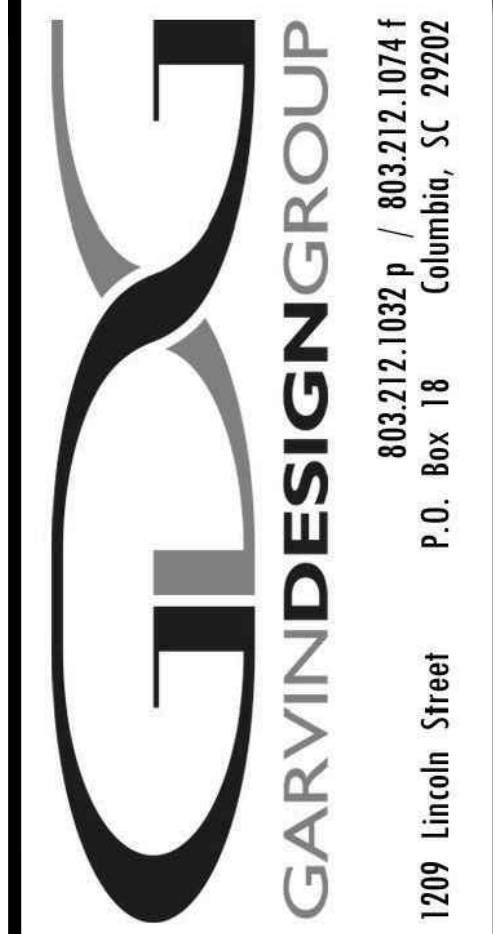


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1209 GADSDEN STREET
COLUMBIA, SC 29201

PROJECT TITLE
1209 GADSDEN PLACE UPLIFT

1209 GADSDEN PLACE
COLUMBIA, SC 29201

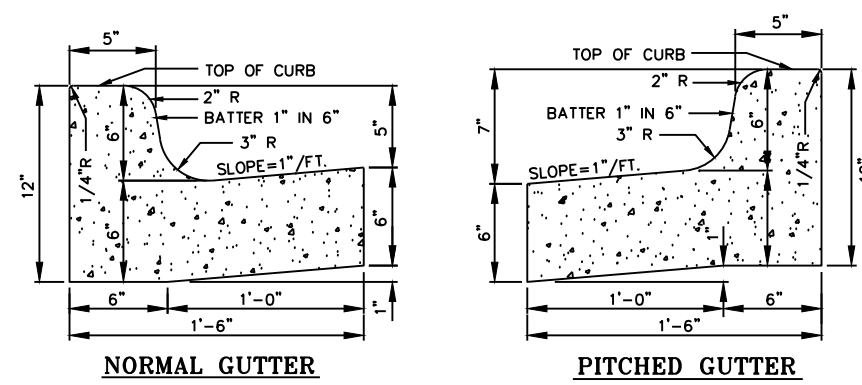
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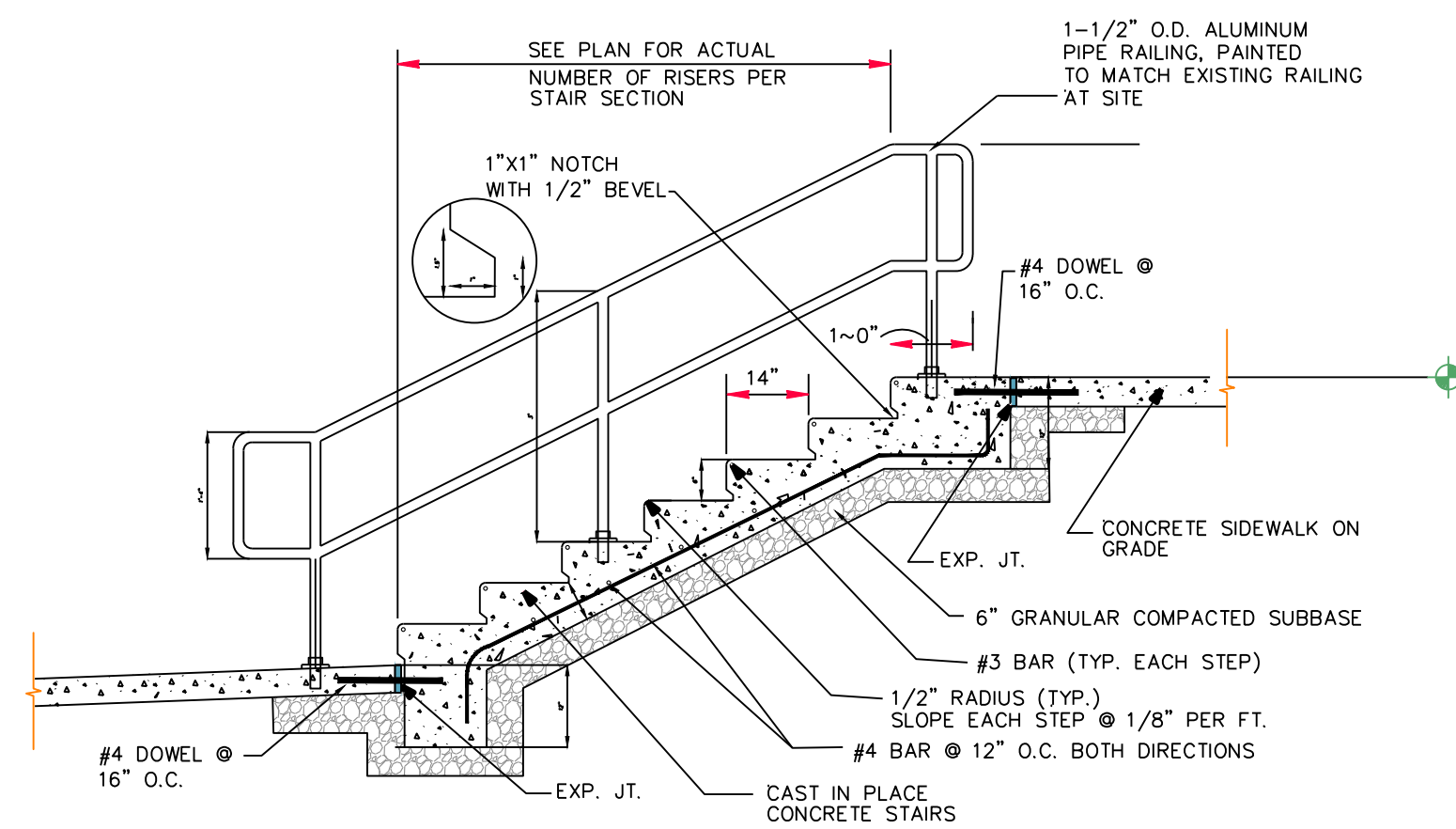
PROJECT NO. 0558.10
DATE 06-05-2020
DRAWING NO. C7.1



- NOTES:**
1. CURB AND GUTTER TO BE CONSTRUCTED IN 10-FOOT LENGTHS.
 2. 1/2" NON EXPANSION JOINT SHALL BE PROVIDED AT INTERSECTIONS AND AT ANY POINT WHERE THE NEW CURB AND GUTTER ADJUTS OTHER CONCRETE STRUCTURES.
 3. 5-FOOT LONG TRANSITIONS SHALL BE PROVIDED BETWEEN NORMAL GUTTER AND PITCHED GUTTER, UNLESS OTHERWISE NOTED ON THE PAVING PLANS.

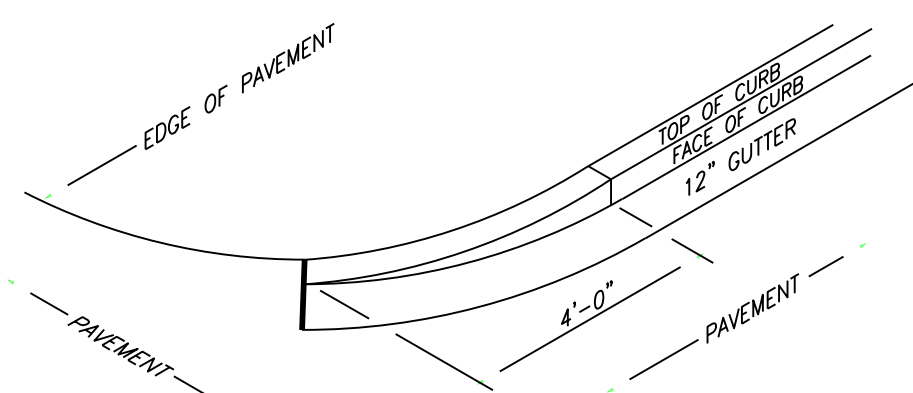
BARRIER TYPE CURB AND GUTTER

- NOTE:**
- 6" TALL CURB IN PAVED AREAS.
 - 3" TALL CURB ALONG GADSDEN STREET.



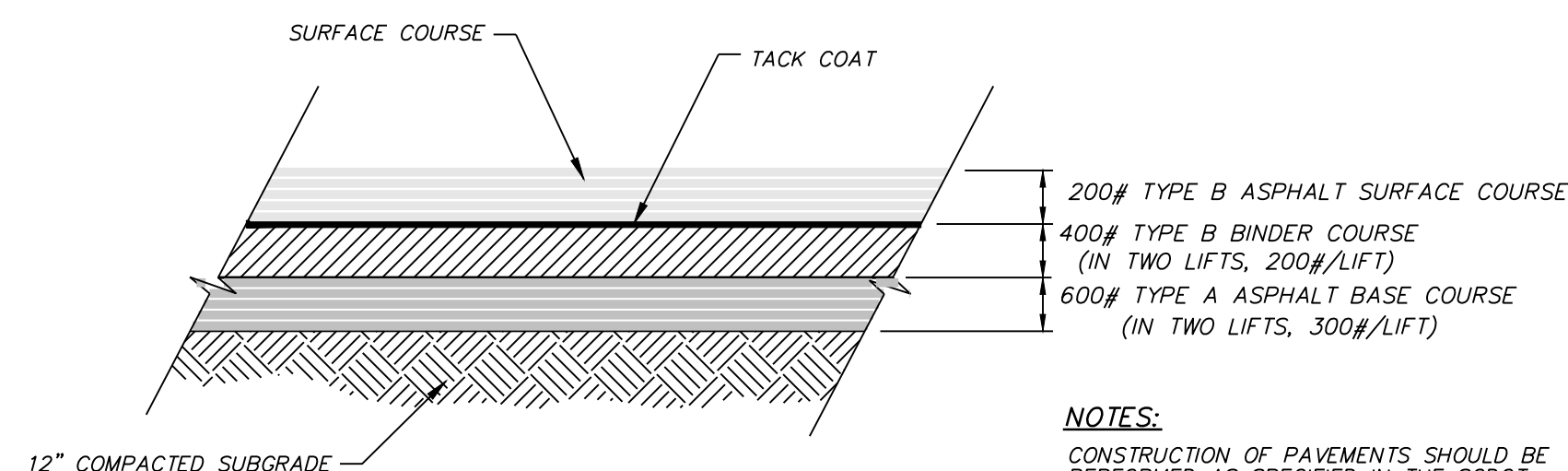
EXTERIOR CONCRETE STEPS

1. MEDIUM BROOM FINISH CONCRETE AT STEPS. SWEEP PERPENDICULAR TO DIRECTION OF TRAVEL.



TAPERED END CURB DETAIL

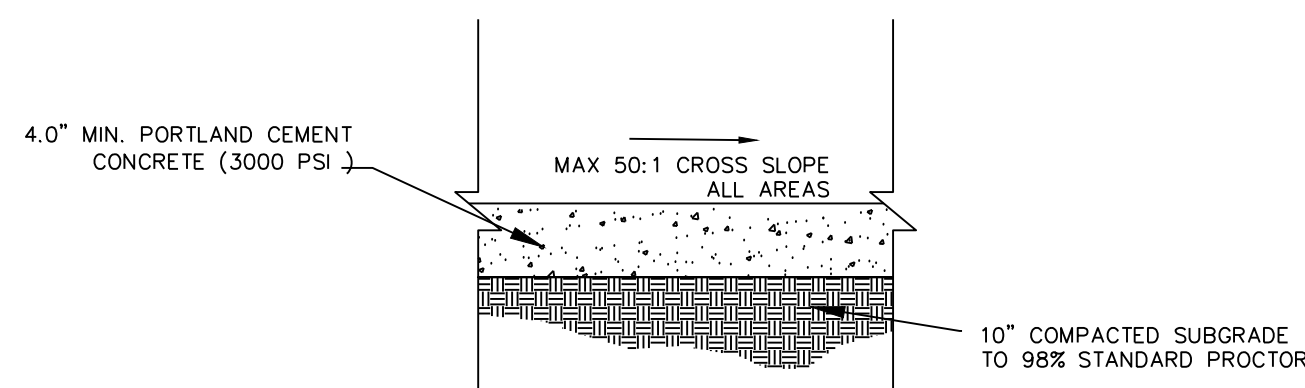
NOT TO SCALE
DETAIL # 65



NOTE:
SUBGRADE AND BASE COURSE SHALL BE COMPACTED TO 95% MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DENSITY, OR 100% STANDARD PROCTOR (ASTM D-698) MAXIMUM DENSITY.

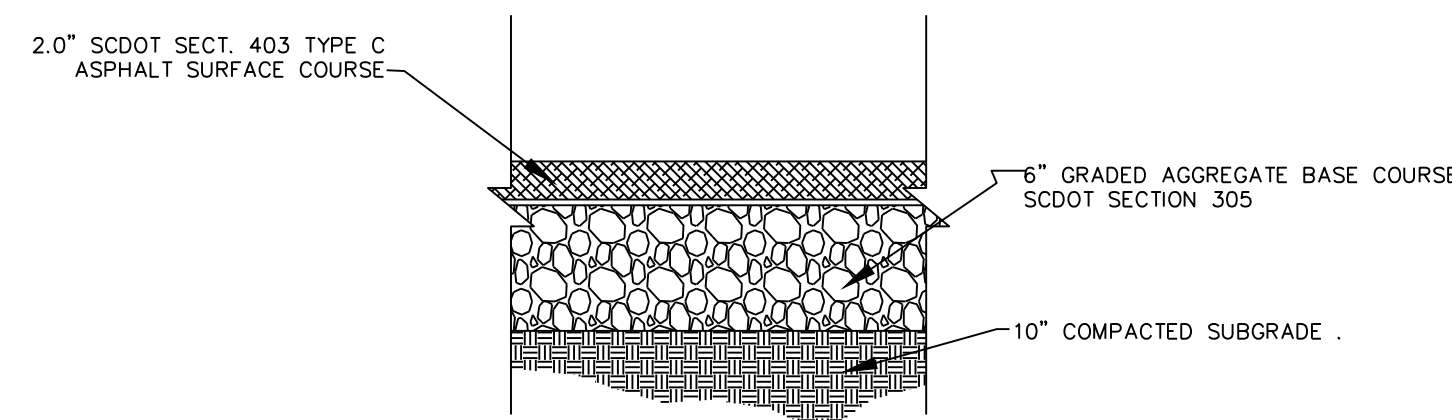
FULL DEPTH BITUMINOUS CONCRETE PAVEMENT SECTION IN SCOT RIGHT-OF-WAY ONLY

N.T.S.



TYPICAL CONCRETE SIDEWALK

N.T.S.



TYPICAL LIGHT DUTY PAVEMENT SECTION

N.T.S.

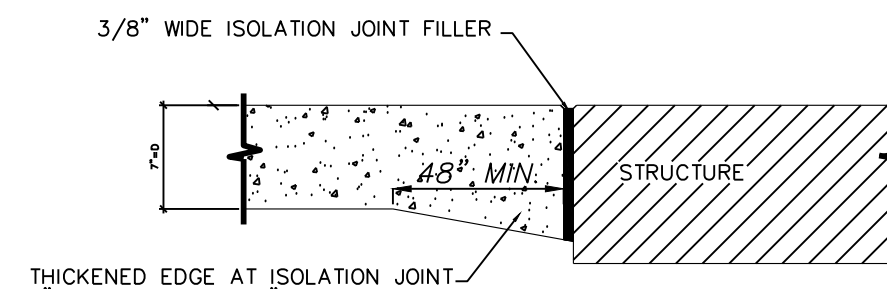
AS NEEDED FOR PARKING LOT REPAIRS OUTSIDE SCOT ROW



SEE PLAN VIEW FOR CONTRACTION JOINT LOCATION - IF NOT SHOWN, PROVIDE CONTRACTION JOINTS AT 12' ON CENTER
CONTRACTOR TO SAW CONTRACTION JOINTS 4 TO 8 HOURS AFTER CONCRETE PLACEMENT

CONCRETE CONTRACTION JOINT

N.T.S.

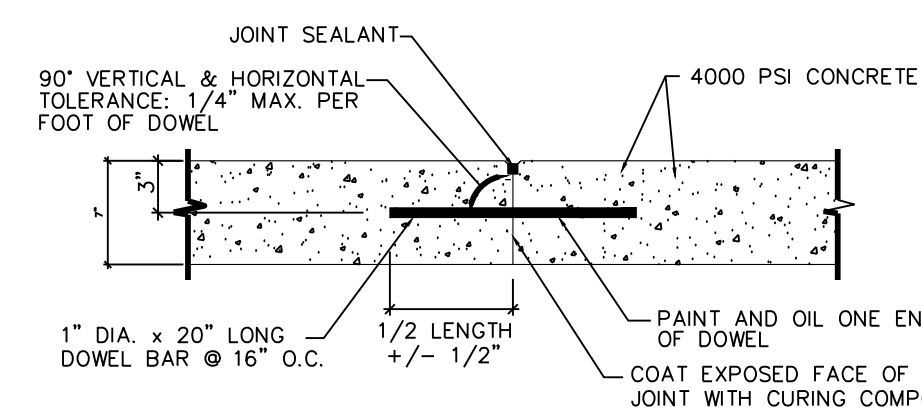


PROVIDE ISOLATION JOINTS WHEN CONCRETE ABUTS ANY STRUCTURE, ALTERNATE PAVEMENT AREA, OR ALTERNATIVE OBJECT SUCH AS DRAINAGE INLETS PER ATTACHED DETAIL

PROVIDE THICKENED EDGE AS SHOWN ABOVE WHEN CONCRETE ABUTS EXISTING PAVEMENTS AND AT INTERSECTIONS AS NOTED. THICKENED EDGES ARE NOT REQUIRED AT DRAINAGE INLETS OR ADJACENT TO CURBING.

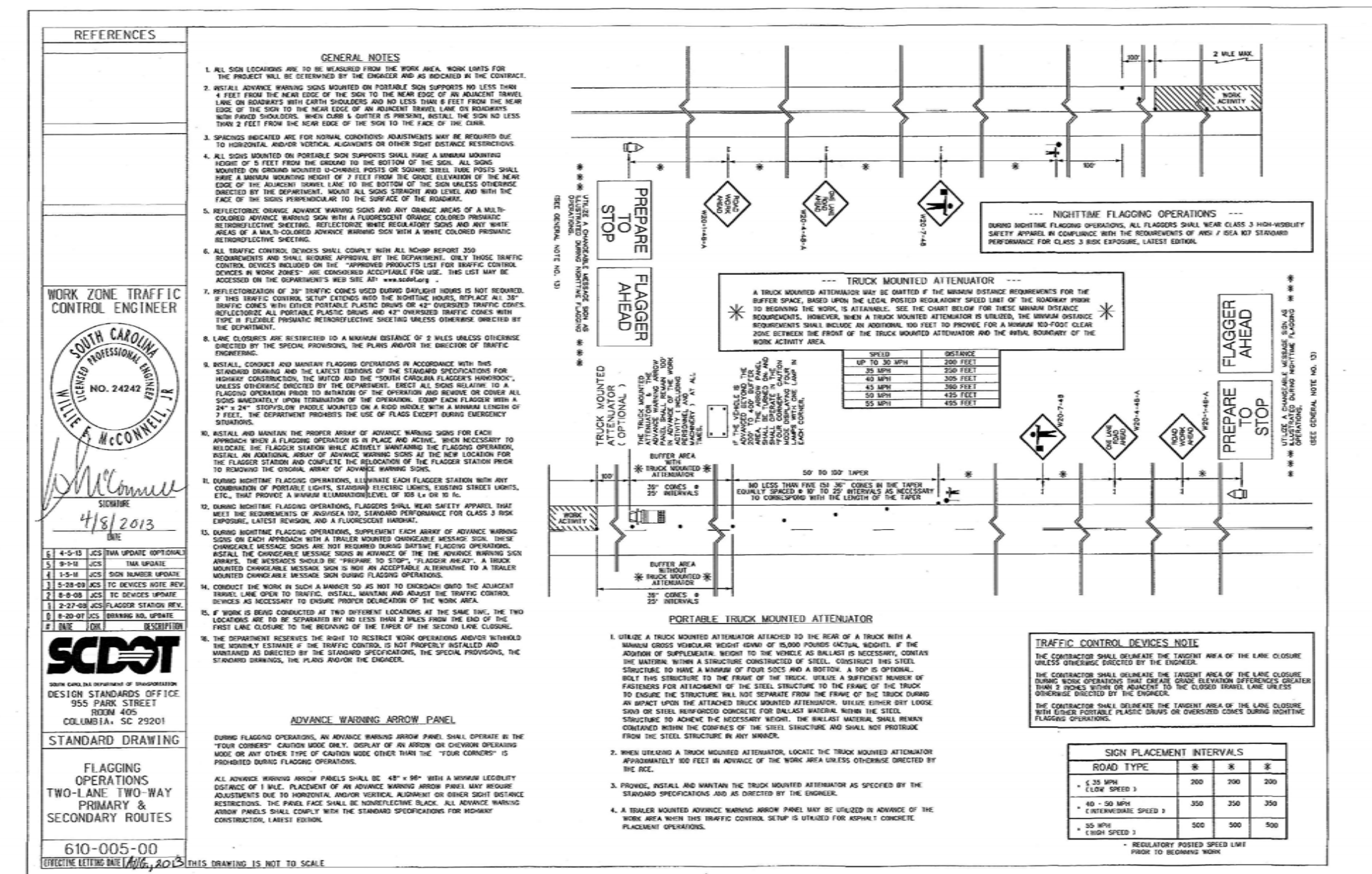
CONCRETE ISOLATION JOINT (I.J.)

N.T.S.



DOWELED CONSTRUCTION JOINT

N.T.S.



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PROJECT TITLE 1209 GADSDEN PLACE UPLIFT

1209 GADSDEN PLACE
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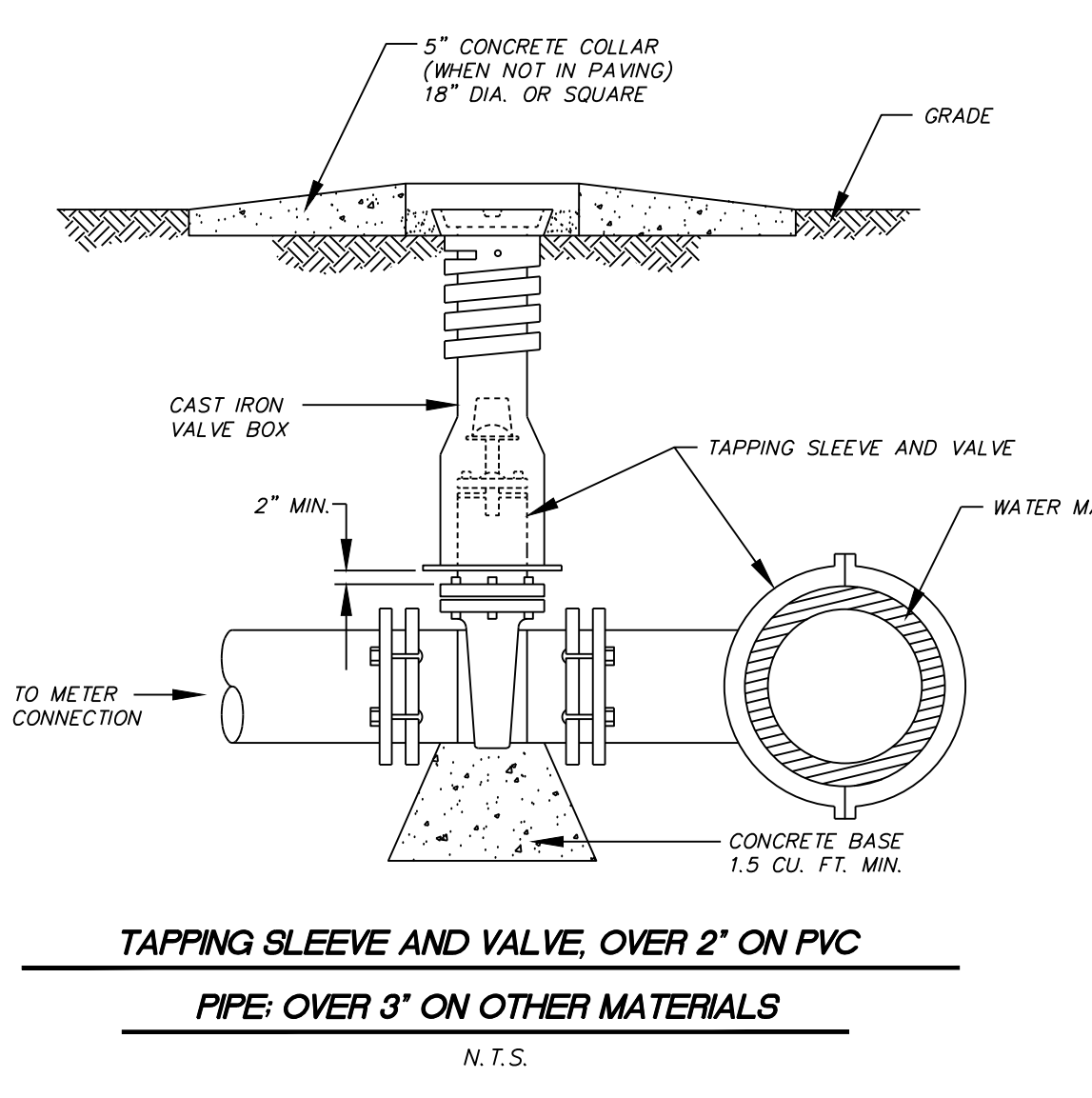
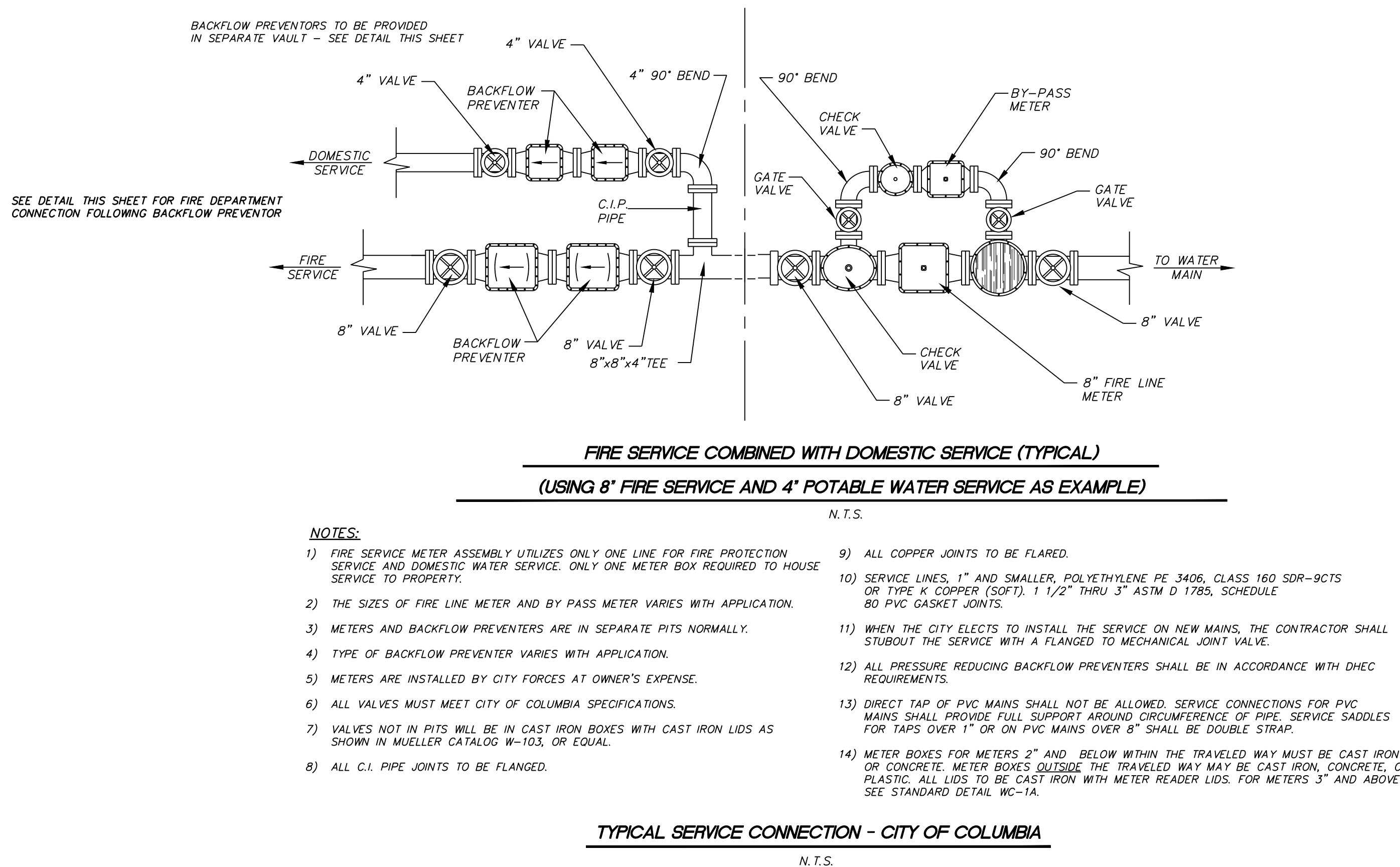
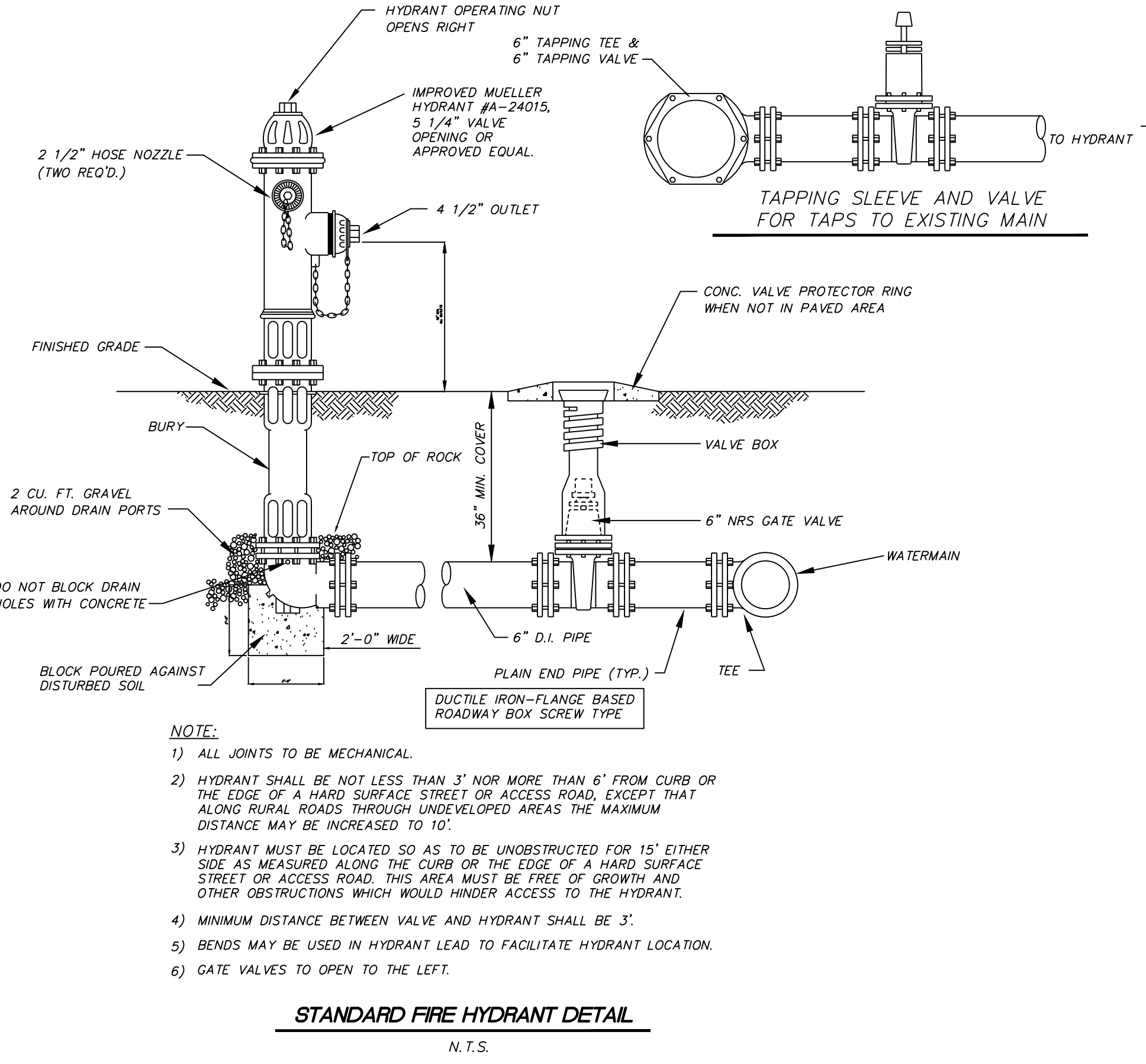
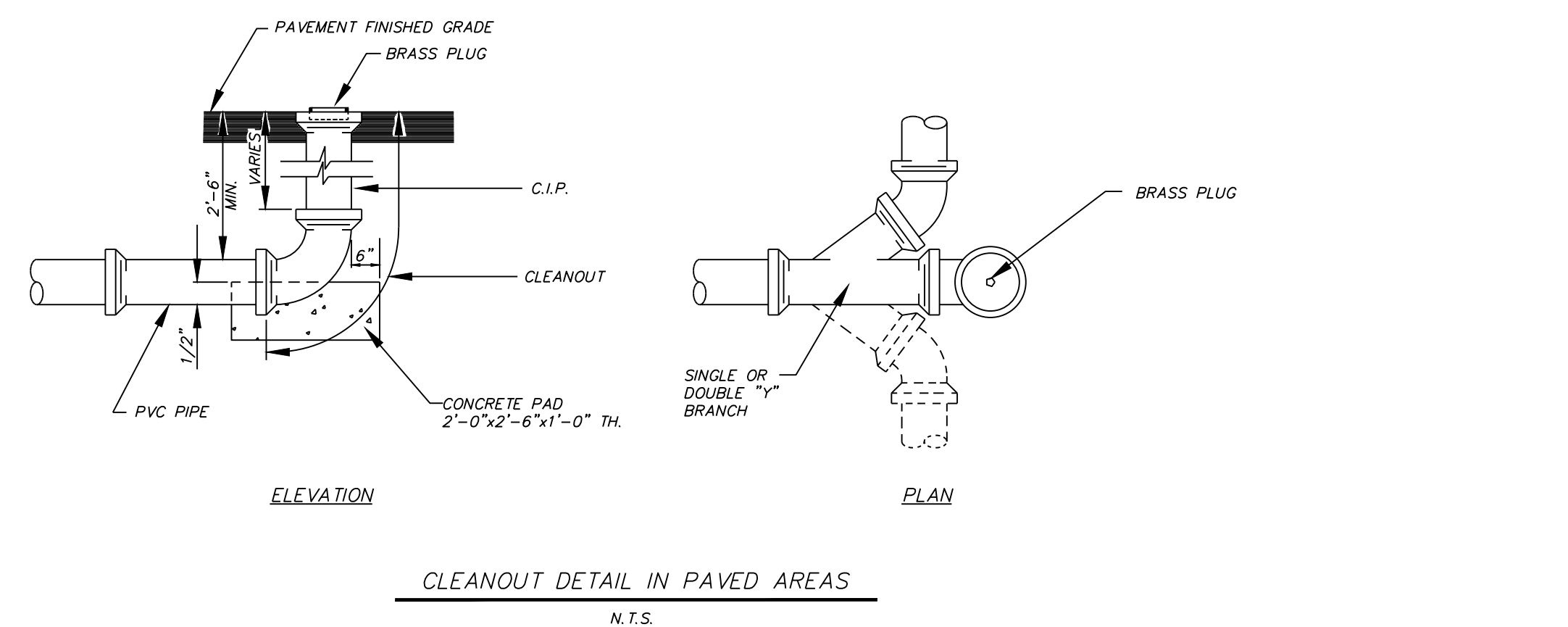
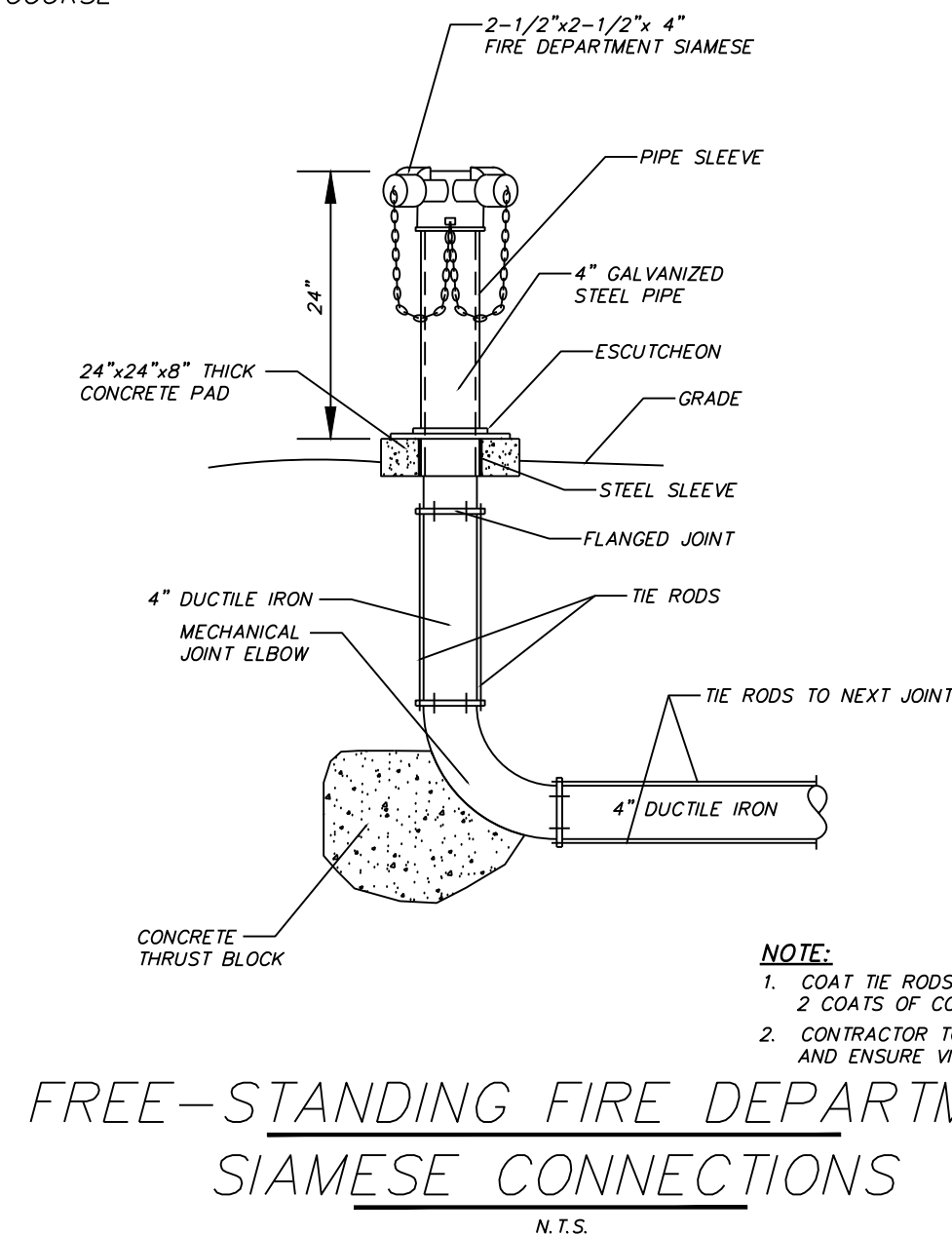
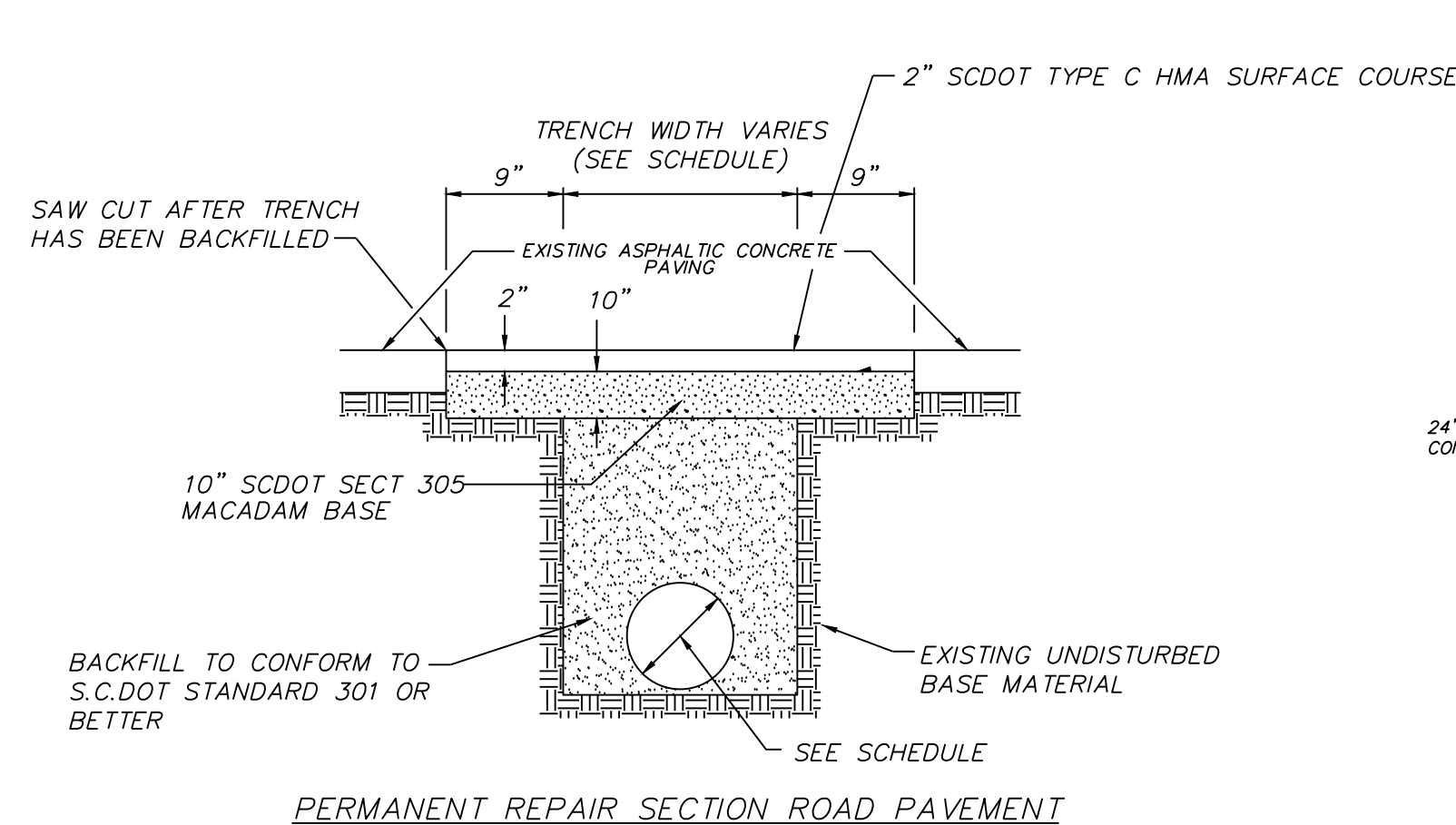
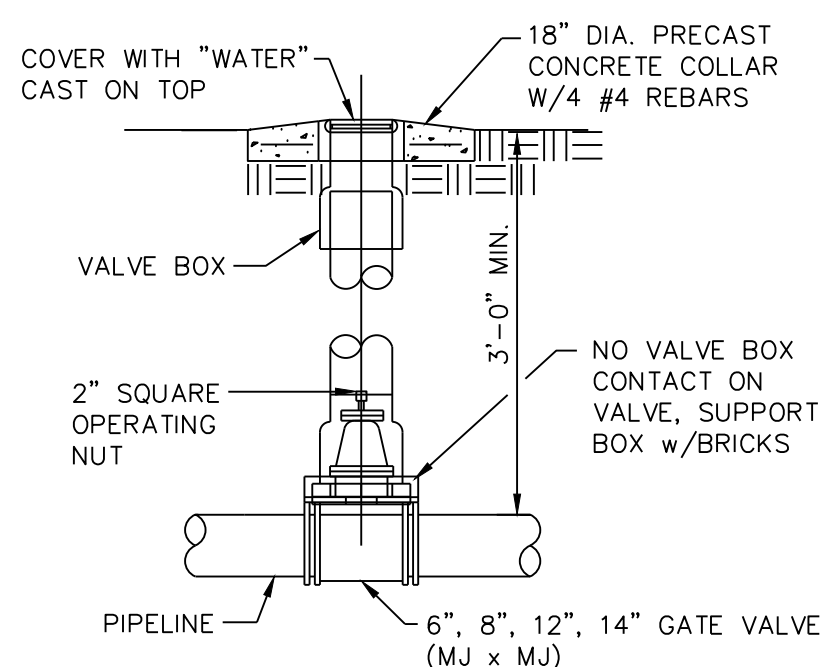
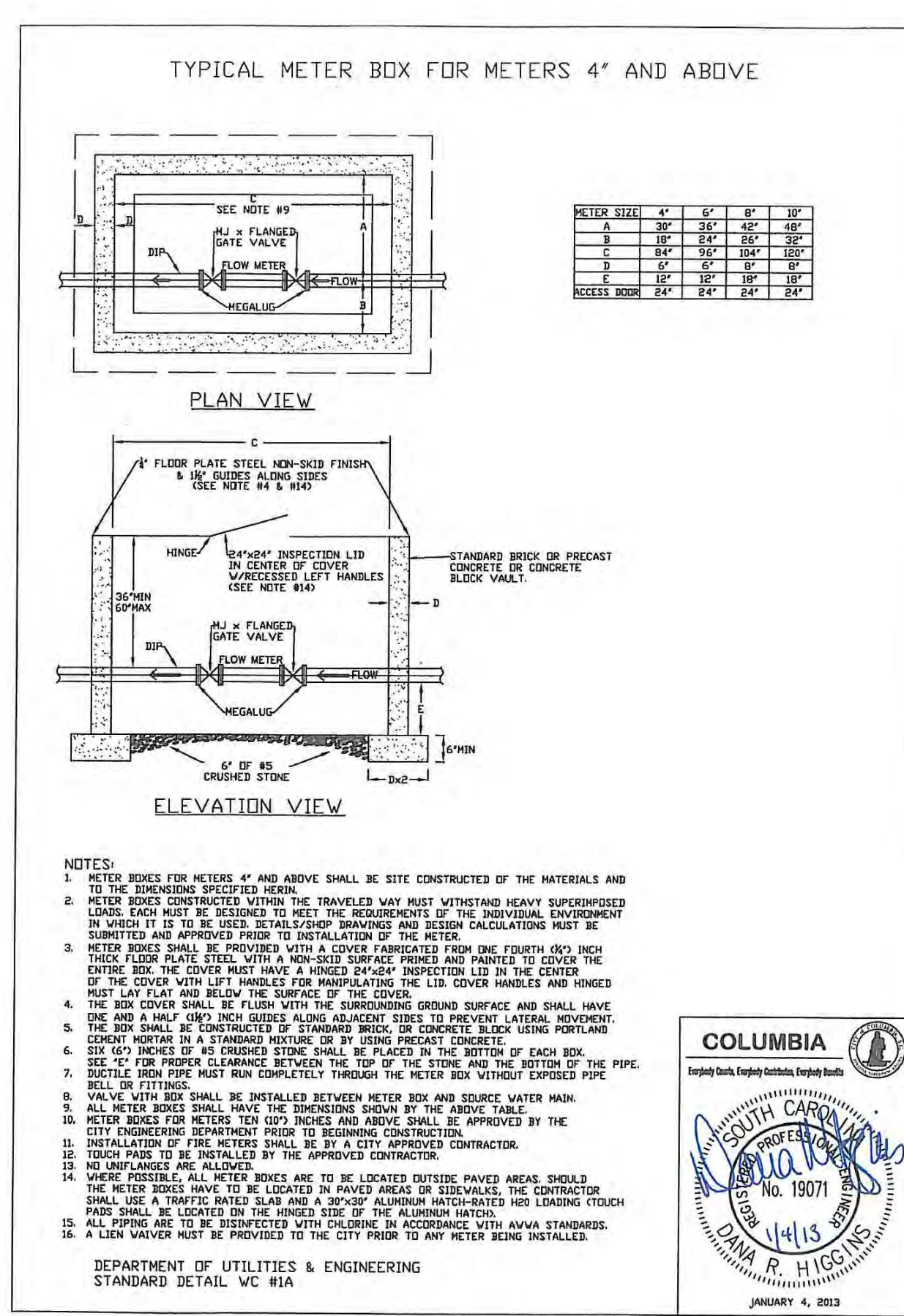
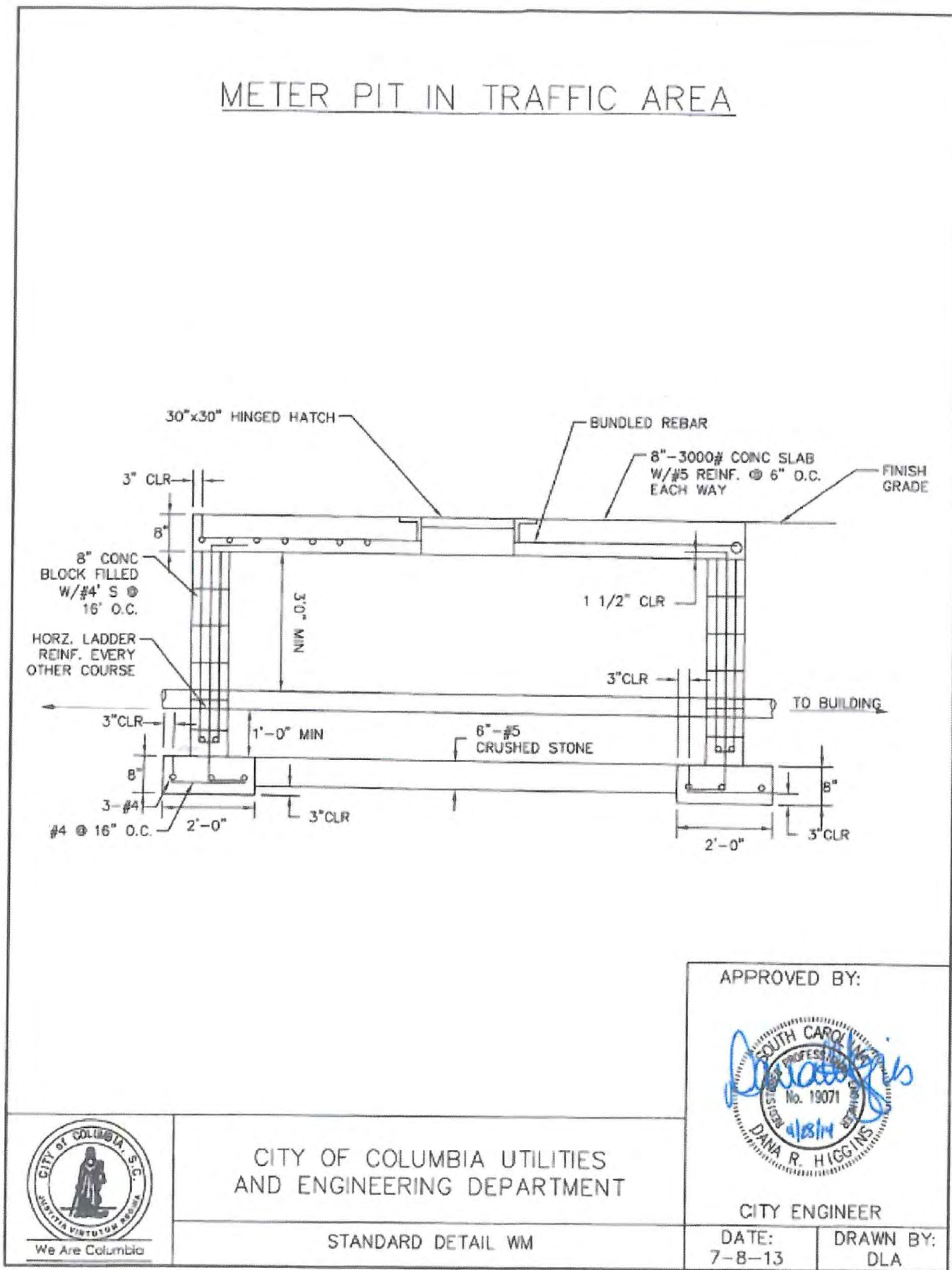
DRAWING TITLE MISCELLANEOUS DETAIL

PROJECT NO. 0558.10

DATE 06-05-2020

DRAWING NO.

C7.2



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PROJECT TITLE
1209 GADSDEN PLACE UPLIFT

REVISIONS

NO.	DATE	NAME

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MISCELLANEOUS DETAIL

DRAWING NO. **C7.3**

PROJECT NO. 0558.10
DATE 06-05-2020

DRAWING NO. **C7.3**

PEC #3776

Packet Pg. 134



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: 2021-006 Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 20 and associated Ramps for the Carolina Crossroads, Phase 2 – Broad River Road at I-20 Interchange Design-Build Project (P039719)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Enhancing Columbia's Neighborhoods, Planning Together

ATTACHMENTS:

- R-2021-006 SCDOT Carolina Crossroads Ph 2 Construction-Improvements (PDF)

RESOLUTION NO.: R-2021-006

Authorizing the Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 20 and associated Ramps for the Carolina Crossroads, Phase 2 – Broad River Road at I-20 Interchange Design-Build Project (P039719)

WHEREAS, the South Carolina Department of Transportation ("SCDOT") proposes to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System referenced above which are located within the corporate limits of the City of Columbia (hereinafter, "the City"); and

WHEREAS, the City wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with the scope of work prepared by SCDOT ("the scope of work"); NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2021 that, pursuant to S.C. Code §57-5-820 (1976, as amended), the City does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with the scope of work.

BE IT FURTHER RESOLVED, that the foregoing consent represents the sole approval necessary from the City for SCDOT to complete the project and constitutes a waiver of any and all other requirements with regard to construction within the City's limits. The foregoing waiver and consent shall extend to the benefit of utility companies engaged in relocating utility lines on account of the project. Further, the City shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the City will assist SCDOT in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated under the plans, provided to the City after approval by SCDOT, in accordance with all applicable laws and Agreements between the Parties hereto. To the extent that City-owned utilities are to be relocated in accordance with the project plans, those utility pipes, lines, or hydrants may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT's project manager. SCDOT shall not be liable for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the City or its contractors. Future utility installations by the City within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way", March 2019, as revised.

BE IT FURTHER RESOLVED, that the City hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the South Carolina Department of Transportation as required in S.C. Code §56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

BE IT FURTHER RESOLVED that an original of this Resolution will be filed with the South Carolina Department of Transportation at Columbia.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT 3 – SCOPE OF WORK

1. GENERAL

Located in the heart of South Carolina, the Carolina Crossroads I-20/26/126 Corridor Improvement Project (Carolina Crossroads Program) is the number one interstate priority for South Carolina. The primary purpose of the proposed Carolina Crossroads Program is to implement a transportation solution(s) that would improve mobility and enhance traffic operations by reducing existing traffic congestion within the I-20/26/126 corridor while accommodating future traffic needs.

2. INTENT AND DEFINITIONS RELATING TO PHASED PROJECT DELIVERY

For the purposes of this contract, the following definitions apply relative to the development of the Project.

The **Carolina Crossroads (CCR) Program** is a corridor improvement which includes widening of I-20, I-26, and I-126 and interchange improvements at the following interchanges:

- I-20/I-26 System Interchange
- I-26/I-126 System Interchange
- I-20/Sunset Boulevard (EB directional entrance ramp only)
- I-20/Bush River Road
- I-20/Broad River Road
- I-26/Broad River Road
- I-26/Lake Murray Boulevard
- I-26/Harbison Boulevard
- I-26/Piney Grove Road
- I-26/St. Andrews Road
- I-26/Bush River Road
- I-26/Sunset Boulevard (EB exit ramp only)
- I-126/Colonial Life Boulevard

These improvements are all covered by a single Final Environmental Impact Statement (FEIS)/Record of Decision (ROD), a single USACE Section 401/404 permit, and two Interchange Modification Reports. The CCR Program is being delivered in phases through multiple construction projects. It is critical to the success of the CCR Program that work undertaken in each phase is compatible with the ultimate design intent and the commitments made in the FEIS/ROD.

The **Selected Alternative (SA)** is the schematic design configuration for the CCR Program that is the basis of the FEIS/ROD and IMRs.

The **Modified Selected Alternative (MSA)** includes modifications made to the SA after the FEIS/ROD was approved to enhance operations, minimize impacts, and facilitate construction of the CCR Program in phases. The MSA remains a schematic design configuration and a graphical depiction of the MSA is included in Project Information Package. Since the MSA is a schematic design, final analysis and engineering will be required.

EXHIBIT 3 – SCOPE OF WORK

The **Ultimate Design** is the design performed by the CONTRACTOR, which may further modify the MSA if CONTRACTOR chooses to make modifications to the MSA as part of their delivery of the scope of work for an individual phase. The Ultimate Design shall include transportation infrastructure elements which are consistent with and tie to the overall MSA schematic design for the Project as depicted in the drawings provided in the Project Information Package.

The **Interim Work** includes, but is not limited to coordination, design, and construction activities necessary to tie to existing conditions at the Project termini. These interim tie-ins may include, but not limited to, temporary paving, grading, drainage, safety hardware, signage, temporary lane configurations and tapers in areas where the Ultimate Design/MSA design has not been constructed.

The **Proposed Work** will be constructed as part of this phase and will be comprised of design and construction of portions of a combination of Ultimate Design, Interim Work, and any other components necessary to achieve the Scope of Work for this phase of the CCR Program.

3. SCOPE OF WORK – PHASE 2

A single Interchange Modification Report (IMR) was approved by FHWA on June 4, 2019 for the System to System Interchanges (I-20 and I-26), (I-26 and I-126) and their adjacent interchanges including I-20 and Bush River Road, I-20 and Broad River Road, I-26 and Bush River Road, I-126 and Colonial Life Blvd., I-26 and St. Andrews Road, and I-26 and Piney Grove Road. Any changes, through an approved ATC only, to the approved access locations and their associated geometry as documented in the IMR will require Federal and State approval. If a CONTRACTOR's design, requires a revised IMR, the CONTRACTOR is fully responsible for justifying and obtaining SCDOT and FHWA Approval.

Relative to the Carolina Crossroads Program, the purpose of this Project is to reconstruct the existing interchange at the intersection of US 176 (Broad River Road) at I-20, construct a new exit ramp from I-20 Westbound to access both directions of I-26 in the Ultimate Design, and perform associated widening of I-20 in Richland County. Work includes all effort necessary to complete the design and construction of a grade separated interchange that provides access to and from Broad River Road from Eastbound and Westbound I-20 and to I-26 Westbound via a new I-20 Westbound to I-26 Westbound ramp. Work also includes demolition of the existing Broad River Road bridge over I-20.

For I-20 Eastbound, the existing exit to Broad River Road is to be retained and the ramp modified to tie to the Ultimate Design prior to the intersection with Broad River Road. The Ultimate Design shall incorporate the Collector-Distributor (C-D) system as depicted in the MSA. Beyond the exit to Broad River Road, widen I-20 Eastbound to accommodate the Ultimate Design, including but not limited to the future two-lane entrance ramp from the Eastbound C-D and the new entrance ramp from Broad River Road to I-20 Eastbound.

For I-20 Westbound, the exit design and construction to Broad River Road shall account for six mainline through lanes on I-20 with 12' inside and outside shoulders. The exiting width to

EXHIBIT 3 – SCOPE OF WORK

Broad River Road shall account for one “exit only” lane and one shared through/exit lane exiting with appropriate shoulders.

The project includes all work necessary to complete the design and construction of a multilane exit that diverges from I-20 Westbound in advance of the entrance ramp from Broad River Road overpass. The exiting width shall account for two lanes exiting and four through lanes with appropriate shoulders. This ramp shall be braided with the entrance ramp to I-20 Westbound from Broad River Road and provide interim access to I-26 Westbound for traffic from I-20 Westbound and Broad River Road and future access to I-26 Eastbound in future phases of the Carolina Crossroads project. The entrance ramp from Broad River Road shall be added as the third lane of the multi-lane I-20 to I-26 ramp.

The truck traffic on I-20 exceeds 250 directional design hour volume (DDHV), therefore, 12’ paved shoulders shall be provided on the inside and outside unless stopping sight distance requires more. Where 12’ outside paved shoulders are required, provide an additional 2’ earthen shoulder adjacent to the paved shoulder unless roadside barrier is present.

The Garner Lane/Frontage Road (S-40-2906) slip ramp from the Broad River Road to I-20 Eastbound ramp is to be eliminated. Garner Lane/Frontage Road (S-40-2906) is to be relocated and reconstructed from near the I-20 Eastbound Ramp to form a T intersection with Longcreek Drive (S-40-2590).

Work also includes realignment and reconnecting roads severed by interchange reconstruction and interstate widening.

Work includes designing and installing traffic signals, signing, highway lighting, and ITS conduits.

Work includes designing and installing a noise barrier wall along I-20 Westbound and I-20 Eastbound between the bridge over the Broad River and the Broad River Road Interchange.

Work includes demolition of highway bridges along with residential and commercial structures.

Work includes relocating the City of Columbia (COC) water and sewer facilities. Work includes design and construction of telecommunication infrastructure. Work includes design and construction of private sewer utilities.

For a full understanding of the project scope and the criteria of the work, review all Exhibits and Attachment B.

During this Project, the construction is to be completed to accommodate the Ultimate Design within limits stated below, at a minimum, in the column labeled “Construction of the Ultimate Design Footprint”. These areas are to require no significant reconstruction in future phases in order to accomplish the intended function of the MSA (i.e. all pavement and structures are constructed with only limited overlay and/or re-striping required).

EXHIBIT 3 – SCOPE OF WORK

The CONTRACTOR shall design and construct the Project to tie to existing conditions and lane configurations at the Begin and End of Construction Limits defined in the table below. The interim condition on I-20 at the conclusion of this project shall provide the existing number of through lanes within the project limits along with any auxiliary lanes required for new or modified ramp connections. Interim Work will be required to achieve the tie-in with existing conditions and interim ties for ramps within the project limits. Within the Ultimate Project Footprint between the tie-ins, the through lanes shall be located in their Ultimate location.

If, in development of their Ultimate Design, the CONTRACTOR elects to deviate from the schematic MSA, the CONTRACTOR will be required to demonstrate how their Ultimate Design will tie in with the MSA. The tie-in cannot extend beyond the MSA Tie Points in the table below, unless approved by the ATC process. The limits for beginning and end in the table are provided in direction of travel for each segment.

EXHIBIT 3 – SCOPE OF WORK

	Construction of Ultimate Design Footprint	Construction Limits	MSA Tie Point	Notes
I-20 Eastbound				
Begin	206+20	See notes	206+20	• Retain existing exit to Broad River Road and transition through lanes from exiting to Ultimate locations. • The new median barrier and median drainage shall match the limits of the Westbound construction.
End	Approach Slab for Bridge over the Broad River	See notes	Bridge over the Broad River	• Maximize length of four-lane section and provide appropriate transition to the existing three-lane configuration on bridge over the Broad River.
I-20 Westbound				
Begin	Approach Slab for Bridge over the Broad River	See notes	Bridge over the Broad River	• Begin transition and lane development immediately beyond the bridge approach slab to maximize distance between consecutive lane tapers approaching exit ramps. See Exhibit 4a.
End	180+35	170+50 See notes	180+35	Construction activities beyond 180+35 to include grading and paving along outside shoulder along temporary barrier between I-20 and interim ramp.

EXHIBIT 3 – SCOPE OF WORK

I-20 Eastbound exit ramp to Broad River Road				
Begin	Maximize Ultimate Design Footprint construction while making tie to existing ramp.	Maintain existing exit and construct interim ramp to tie to Ultimate Design Footprint in advance of intersection with Broad River Road.	5190+00	
End	-	-	-	Tie to new Broad River Road interchange. Intersection of ramp with Broad River Road shall be completely constructed such that intersection operation in accordance with Ultimate Design is achieved at completion of Phase 2.
Ramp from Broad River Road to I-20 Eastbound				
Begin	-	-	-	Tie to new Broad River Road interchange.
End	-	-	-	Tie to I-20.

EXHIBIT 3 – SCOPE OF WORK

Ramp from I-20 Westbound to Broad River Road				
Begin	-	-	-	Tie to I-20.
End	-	-	-	Tie to new Broad River Road interchange.
Ramp from Broad River Road to I-20 Westbound and I-26				
Begin	-	-	-	Tie to new Broad River Road interchange.
End	Split ramp and achieve convergence with Ultimate Design for both I-20WB ramp to I-26 and I-20 WB on-ramp.	Tie to I-20 and I-20 WB Ramp to I-26 WB.	See notes.	Do not exceed I-20 westbound MSA Tie Point.
Ramp from I-20 Westbound to I-26				
Begin	In advance of the Broad River Road overpass. To be designed by CONTRACTOR.	-	-	
End	7180+95	Construct interim ramp connecting single travel lane from Ultimate Ramp location with the existing ramp to I-26 WB. See Notes.	7180+95	Construct embankment for Ultimate Design to the transition from fill to cut section at I20CDW1 station 7175+50. Construct embankment up to subgrade elevation and provide necessary surface drainage features.



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: 2021-008 Authorizing the City Manager to execute a Fifth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC for lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street (Office of Economic Development)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2021-008 1201 Main 5th Amendment to Lease (PDF)

RESOLUTION NO.: R-2021-008

Authorizing the City Manager to execute a Fifth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC for lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street

BE IT RESOLVED by the Mayor and City Council this ____ day of _____ 2021, that the City Manager is hereby authorized to execute the attached Fifth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC, or on a form approved by the City Attorney, for the lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street.

(Funding Source: 5511301-636300).

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

**FIFTH AMENDMENT TO
LEASE AGREEMENT**

This Fifth Amendment to Lease Agreement (the "Fifth Amendment") is entered into by and between **HAMILTON CAPITOL CENTER LLC**, a Delaware limited liability company ("Landlord") and **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a political subdivision of the State of South Carolina ("Tenant").

WHEREAS, Parkway Capitol Center, LLC (predecessor in interest to Landlord) and Tenant entered into that certain Lease Agreement dated March 30, 2000 (the "Original Lease"), as amended by that certain letter agreement entitled Lease Amendment, dated April 12, 2005 (the "First Amendment"); as further amended by documents executed by U.S. REIF/MJ W CAPITOL CENTER FEE, LLC (also predecessor in interest to Landlord) and Tenant titled Second Amendment to Lease, dated October 26, 2010 (the "Second Amendment"); Third Amendment to Lease, dated May 27, 2015 (the "Third Amendment"); Fourth Amendment to Lease, dated June 13, 2018 (the "Fourth Amendment") (the Original Lease, First Amendment, Second Amendment, Third Amendment and Fourth Amendment being collectively, the "Lease") for the lease of approximately 2,524 square feet of rentable space in the Capitol Center, Suite 250, located at 1201 Main Street in the City of Columbia, Richland County, South Carolina (as more particularly described in the Lease, the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to: (i) to modify the Term, (ii) to modify the Base Rent, and (iii) to provide for certain other matters more particularly set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and provisions contained in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. Lease Extension. The Term of the Lease is hereby extended from June 1, 2021 until May 31, 2024 (the "Fifth Amendment Extension").

2. Rent Amendment.

(a) Section 1 (i) of the Lease is hereby amended to provide that, during the Fifth Amendment Extension period, Tenant shall pay Base Rent in accordance with the following schedule:

Period	RSF	Rental Rate per RSF	Monthly Rent
6/1/21 – 5/31/22	2,524	\$21.75	\$4,574.42
6/1/22 – 5/31/23	2,524	\$22.40	\$4,711.47
6/1/23 – 5/31/24	2,524	\$23.07	\$4,852.39

(b) During the Fifth Amendment Extension, Tenant shall continue to pay Base Rent Adjustment with respect to Operating Expenses and all other additional rent, Rent and other amounts payable under an in accordance with the Lease to Landlord.

3. Condition of Premises. During the Fifth Amendment Extension, Tenant shall continue to occupy the Premises in its AS IS, WHERE IS, WITH ALL FAULTS condition without further improvements from Landlord.

4. Rules of Construction. No rules of construction against the drafter of this Fifth Amendment shall apply in any interpretation or enforcement of this Fifth Amendment. The parties hereto acknowledge and agree that they are sophisticated commercial entities and freely enter into this Fifth Amendment with the advice and consent of legal counsel of their choosing.

5. Tenant Representations. As of the date of this Fifth Amendment, Tenant represents and warrants to Landlord as follows: (i) all obligations of Landlord under the Lease have been performed, and no event has occurred and no condition exists that, with the giving of notice or lapse of time or both, would constitute a default by Landlord under the Lease, and (ii) Tenant has no existing defenses, offsets, counterclaims or deductions against Base Rent, Rent or any other amounts due from Tenant to Landlord pursuant to the Lease.

6. Brokers. Tenant warrants and represents that it has had no dealings with any broker in connection with the negotiation or execution of this Fifth Amendment other than CBRE ("Landlord's Broker") represents Landlord's interests in connection with this transaction and shall be paid by Landlord for its services pursuant to a separate, written agreement fully executed by Landlord's Broker and Landlord prior to full execution of this Fifth Amendment.

7. Legal Effect. Except as specifically modified herein, all of the covenants, representations, terms, and conditions of the Lease remain in full force and effect and are hereby ratified by Landlord and Tenant.

8. Counterparts. This Fifth Amendment may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument) and shall have been delivered by each of the parties to the other.

9. Defined Terms. All capitalized terms not otherwise specifically defined herein have the same meaning ascribed to them in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed the foregoing Fifth Amendment effective as of the date of the last signature hereinbelow.

LANDLORD:
HAMILTON CAPITOL CENTER LLC,
 a Delaware limited liability company

By: _____
 Name: Malkiel Svei
 Its: Authorized Signatory
 Date: _____

TENANT:
CITY OF COLUMBIA, SOUTH CAROLINA,
 a political subdivision of the State of South Carolina

By: _____
 Name: Teresa B. Wilson
 Its: City Manager
 Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

1/27/2021



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: 2021-010 Authorizing the Acquisition of Lexington County TMS # 002751-01-048 containing 6.47 acres and TMS # 002751-01-049 containing 5.85 acres, identified as two buffer parcels located south of Bower Parkway; Project Name: Upper Kinley Creek Sanitary Sewer Improvements; CIP Project #SS7331; CF#250-505

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- R-2021-010 purchase 2 buffer parcels - County of Lexington SS7331 (PDF)

RESOLUTION NO.: R-2021-010

Authorizing the Acquisition of Lexington County TMS# 002751-01-048 containing 6.47 acres and TMS# 002751-01-049 containing 5.85 acres, identified as two buffer parcels located south of Bower Parkway; Project Name: Upper Kinley Creek Sanitary Sewer Improvements; CIP Project #SS7331; CF#250-505

WHEREAS, CIP Project #SS7331 has been identified as a priority project for improving the sanitary sewer system within the Kinley Creek basin. A portion of this project crosses the subject parcels, which are located south of Bower Parkway along a portion of Kinley Creek in the Harbison area and are already encumbered with City sanitary sewer mains; and,

WHEREAS, the County of Lexington is the holder of six (6) outstanding easements on this priority project and requires that the City take ownership of the subject parcels as consideration for granting the six (6) easements; and,

WHEREAS, approval is recommended by the Director of Engineering, Director of Utilities, and the Assistant City Manager for Columbia Water; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2021, for and in consideration of the sum of One and No/100s (\$1.00) Dollars to be paid to the County of Lexington for the acquisition of two (2) buffer parcels identified as Lexington County TMS#002751-01-048 and 002751-01-049.

The referenced property is shown on a plat prepared for the City of Columbia, dated September 17, 2020, prepared by the City of Columbia, David S. Sharpe, S.C. P.L.S. #10509, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #250-505. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced
Final Reading

[illegible]

Last revised: 1/29/2021
21007888



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: 2021-007 Public Input on Closing and Transfer of an unopened 0.39-acre portion of Lyon Street adjacent to Richland County TMS #11411-03-01, 11411-03-02, 11411-03-03, 11411-04-22, 11411-04-23, 11411-04-24, 11411-04-25, 11411-04-26, 11411-04-27 and 11411-04-28

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:
Upon approval of this resolution, City Council will receive public input on the closing and transfer of the described property. No further action will be taken at this time.

ATTACHMENTS:

- R-2021-007 Input on Closing of .39 ac pt Lyon Street (CHA) (PDF)

RESOLUTION NO.: R-2021-007

Public Input on Closing and Transfer of an unopened 0.39 acre portion of Lyon Street adjacent to Richland County TMS #11411-03-01, 11411-03-02, 11411-03-03, 11411-04-22, 11411-04-23, 11411-04-24, 11411-04-25, 11411-04-26, 11411-04-27 and 11411-04-28

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, the Housing Authority of the City of Columbia, SC has requested the permanent closing and transfer of a 0.39 acre portion of City right-of-way of Lyon Street adjacent to Richland County TMS 11411-03-01, 11411-03-02, 11411-03-03, 11411-04-22, 11411-04-23, 11411-04-24, 11411-04-25, 11411-04-26, 11411-04-27 and 11411-04-28, being a portion of Lyon Street that begins at the intersection of Ontario Street and Lyon Street and is abutted by tracts with Tax Map Numbers 11411-03-01, 11411-03-02, 11411-03-03, 11411-04-22, 11411-04-23, 11411-04-24, 11411-04-25, 11411-04-26, 11411-04-27 and 11411-04-28. The portion of Lyon Street to be closed begins at the intersection of the eastern right-of-way of Ontario Street and western right-of-way of Lyon Street and is abutted by Tax Map Numbers 11411-03-01, 11411-03-02, 11411-03-03, 11411-04-22, 11411-04-23, 11411-04-24, 11411-04-25, 11411-04-26, 11411-04-27 and 11411-04-28, a copy of said tax map is attached hereto as Exhibit "A"; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2021, that pursuant to R-2014-053, the City desires to receive public input regarding the request of the Housing Authority of the City of Columbia, SC to permanently close to vehicular traffic and transfer to the Housing Authority of the City of Columbia, SC a 0.39 acre portion of Lyon Street that begins at the intersection of the eastern right-of-way of Ontario Street and western right-of-way of Lyon Street and is abutted by Tax Map Numbers 11411-03-01, 11411-03-02, 11411-03-03, 11411-04-22, 11411-04-23, 11411-04-24, 11411-04-25, 11411-04-26, 11411-04-27 and 11411-04-28. The portion of Lyon Street to be closed begins at the intersection of the eastern right-of-way of Ontario Street and western right-of-way of Lyon Street and is abutted by Tax Map Numbers 11411-03-01, 11411-03-02, 11411-03-03, 11411-04-22, 11411-04-23, 11411-04-24, 11411-04-25, 11411-04-26, 11411-04-27 and 11411-04-28, a copy of said tax map is attached hereto as Exhibit "A".

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

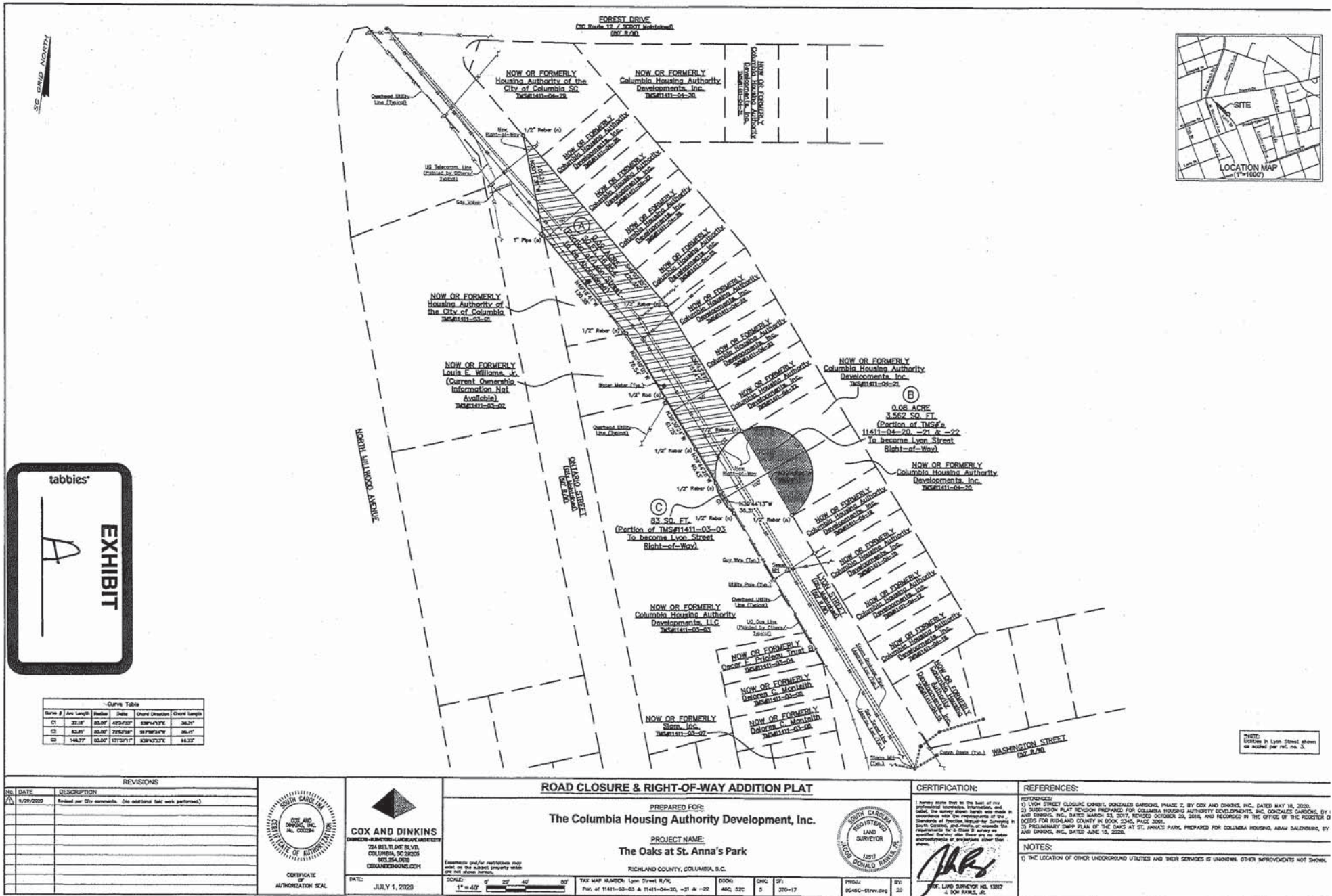
City Clerk

Introduced:
Final Reading:

RESOLUTION NO.: R-2021-007

EXHIBIT "A"

Beginning at a pipe located at the intersection of the eastern right-of-way of Ontario Street and the western right-of-way of Lyon Street, said point being the POINT OF BEGINNING; thence running N 20°17'36" W along the eastern right of way of Ontario Street, a distance of 105.26 feet to a rebar; thence running S 49°02'35" E along property now or formerly Housing Authority of the City of Columbia SC and now or formerly Columbia Housing Authority Developments, Inc. a distance of 226.35 feet to a rebar; thence running S 39°43'27" E along property now or formerly Columbia Housing Authority Developments, Inc. a distance of 151.42 feet to a rebar; thence Southerly along the remaining right-of-way of Lyon Street an arc distance of 63.61 feet (said arc having a central angle of 72°53'26", a chord distance of 59.41 feet, and chord bearing of S 17°59'34" W) to a rebar; thence running N 39°44'28" W along property now or formerly Columbia Housing Authority Developments, LLC a distance of 40.43 feet to a rebar; thence running N 39°30'24" W along property now or formerly Columbia Housing Authority Developments, LLC a distance of 61.75 feet to a rebar; thence running N 39°40'01" W along property now or formerly Louis E. Williams, Jr. a distance of 76.54 feet to a rebar; thence running N 49°19'41" W along property now or formerly Housing Authority of the City of Columbia a distance of 130.35 feet to the POINT OF BEGINNING ("Subject Property").



Attachment: R-2021-007 Input on Closing of .39 ac pt Lyon Street (CHA) (6471 : Resolution No.: 2021-007



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

COVID-19
Ordinance No.: 2021-012 - An Emergency Ordinance Extending and Amending Certain Emergency Ordinances
Public Art
Closing and Transfer of an unopened 0.39-acre portion of Lyon Street
Climate Protection Action Committee
City Center Partnership



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

EdVenture
Columbia Housing Authority



We Are Columbia

MEETING DATE: February 16, 2021

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Richland County v. City of Columbia