



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, FEBRUARY 1, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, February 1, 2022 at 4:00 p.m. at City Hall, 1737 Main Street, Columbia, SC 29201. Members of the public are encouraged to participate remotely by viewing the meeting online at www.columbiasc.gov or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **4543**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional 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, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

APPROVAL OF MINUTES

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

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director
3. Introduction to Procurement and Contracts - Ms. Sandra A. Middleton, CPPB, Director/Purchasing Agent and Ms. Shannon S. Lizewski, CPPO, NIGP-CPP, Deputy Director for the Department of Procurement & Contracts



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CONSENT AGENDA ITEMS 4 THROUGH 19

4. Council is asked to Ratify a First Amendment to the Mark Anthony Brewing Incentive Agreement, as requested by the Economic Development Department. The firm is located in Columbia, SC.

5. Council is asked to approve a Contract to Purchase two Ford F150 4x2 Trucks Regular Cab with XL Trim Package for the Parks and Recreation Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract in the amount of \$50,326.00. The vendor is located in Spartanburg, SC.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 44.38 acre portion, County Line Trail; TMS# 31700-01-04(p)

Ordinance No.: 2022-001 Annexing 44.38 acres County Line Trail, Richland County TMS# 31700-01-04 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

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

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

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.



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15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3923 Bright Avenue; TMS# 13708-08-14

Ordinance No.: 2022-002 Annexing 3923 Bright Avenue, Richland County TMS# 13708-08-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

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

Applicant: Andrea Godby

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 4021 Trotter Road; TMS# 22008-01-01

Ordinance No.: 2022-004 Annexing 4021 Trotter Road, Richland County TMS# 22008-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

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

Applicant: Nathaniel Johnson

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.



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17. ZONING MAP AMENDMENT for 2401 Two Notch Road(p) and 0.21 acres, E/S Waites Road, TMS #11511-11-10 (p) and 11511-11-08

Ordinance No.: 2022-005 - Amending the Official Zoning Map to modify the zoning for 2401 Two Notch Road and 0.21 acres E/S Waites Road, Richland County TMS #11511-11-10 (portion) and TMS #11511-11-08

Council District: 2

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

Applicant: Homeless No More

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.

18. ZONING MAP AMENDMENT for 2632 Millwood Avenue and 2627, 2526, and 2623 Cherry Street, TMS# 11413-03-05, 11413-03-10, 11413-03-11, and 11413-03-12

Ordinance No.: 2022-006 - Amending the Official Zoning Map to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12

Council District: 3

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

Applicant: Thomas Rhodes III, Millwood Investments LLC

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.



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

First reading approval was given on January 18, 2022.

ORDINANCE - SECOND READING

20. Ordinance No.: 2021-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36

First reading approval was given on December 21, 2021.

EVENT RESOLUTIONS

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

21. Resolution No.: R-2022-002 - Authorizing consumption of beer and wine beverages only at the Official Kick-Off to St. Pat's in Five Points at the Five Points Fountain on Friday, March 4, 2022 with a rain date contingency of Saturday, March 5, 2022
22. Resolution No.: R-2022-003 - Authorizing consumption of beer and wine beverages only at the "St. Pat's in Five Points Festival" and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 19, 2022 with a rain contingency of Sunday, March 20, 2022
23. Resolution No.: R-2022-007 - Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, February 26, 2022



We Are Columbia

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APPOINTMENTS

- 24. Mayor Pro-Tempore for 2022
- 25. Central Midlands Council of Governments
- 26. Central Midlands Regional Transit Authority (The COMET)
- 27. City Center Partnership

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

PUBLIC INPUT

EXECUTIVE SESSION

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

COVID-19

ADJOURNMENT



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the January 18, 2022 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** MN_01_18_2022 (PDF)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 18, 2022

The Columbia City Council conducted a meeting on Tuesday, January 18, 2022 at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 3:59 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Pamela Benjamin, Assistant City Manager for Administrative Services and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

PLEDGE OF ALLEGIANCE

INVOCATION

Councilor Duvall took a moment of personal privilege to observe the passing of Mr. G.C. Robinett, a longtime employee of the City of Columbia. He is loved by most of us in the municipal realm. His funeral will be on Saturday, January 22, 2022 at 2:00 p.m. at the First Baptist Church.

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

Mr. Chris Shefelton, Policy and Programs Advisor to the Mayor introduced Nicole Cacoza, Richard He, and Irene Liu as Harvard Fellows who have been here since January 3, 2022. They have visited almost all departments and have spent a lot of time with department heads learning about City of Columbia government.

Ms. Nicole Cacoza, Harvard Fellow said we want to thank everyone throughout the city who has been so generous with their time and information. Their knowledge and expertise of the city has been completely invaluable to us as we put together information for the transition. Thank you all.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda as presented.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 18, 2022

APPROVAL OF MINUTES

1. Council is asked to approve the November 29, 2021 Budget Workshop and December 21, 2021 Council Meeting Minutes – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the November 29, 2021 Budget Workshop and December 21, 2021 Council Meeting Minutes. Ms. Herbert abstained from voting.

CITY COUNCIL DISCUSSION / ACTION

2. 2022 State Legislative Update - Mr. Kyle Michel, Michel Law Firm, LLC; Mr. Ed Givens, Fellowship Strategies, LLC; and Mr. Warren Tompkins and Mr. Boyd Brown, Tompkins, Thompson, & Brown Governmental Affairs

Mr. Kyle Michel, Michel Law Firm, LLC said we advocate for the city, we connect the city to the state, we connect the state to the city, and we interpret all matters of state government. We do legislative work to include reading all introduced legislation, conferring with city staff, talking with legislators, testifying in subcommittees, and keeping regular communication with the Municipal Association. Last year, we worked to get the tax credit for abandoned buildings reauthorized. We are continuing to work on the tort claims act limit adjustments and the community development tax credits. We also help with state funding. We were successful in getting a proviso in the budget last year that assisted with development in Five Points. We have been working on American Rescue Plan (ARP) funds for the last nine months. We secured money for the Vista Greenway and the All-Star baseball field and we worked on COVID-19 funds. We are working with the city and legislators to secure DNR water recreation funds. There are a lot of funding opportunities in 2022 from the ARPA bill. In addition to the water and sewer, broadband, and roadway funding, there is going to be funding for capital projects. We also have a budget surplus of about \$2 billion for one-time money and \$1 billion for recurring money. We also have the federal infrastructure bill that is beginning to make its way into the different state offices. I signed up today for a Rural Infrastructure Authority (RIA) briefing on federal infrastructure funds in the state. There was a meeting on the Savannah River site settlement today in the Senate. For legislation in 2022, we will be focusing on tree ordinance restrictions, vaccine and mask mandates, traffic safety legislation, affordable housing legislation, and local tax revenue flexibility. Other legislation that we have discussed with city staff include rehiring retired public safety officials, mental health patient transport, property tax reform, increasing government tort claim limits, gun violence measures, and stormwater rates.



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Mayor Rickenmann said we also would like to make sure that we are getting up to date information as things are transpiring at the State House. We all have relationships at the State House and we want to be available. I had an opportunity to go to the State House this year already and it seems like everybody wants us to be more engaged than we have been in the past. I am expecting you all to keep us informed as we move forward.

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

Mr. Harry Tinsley, Emergency Management Director said vaccination clinics have been scheduled during January and February at 5:00 p.m. at our city parks and the Drew Wellness Center. DHEC has established an eight lane-testing site at Columbia Place Mall operating from 7:30 a.m. to 7:00 p.m. daily. Vaccines are also available at this location. Our testing site at 2221 Devine Street continues to operate daily from 9:00 a.m. to 6:00 p.m. South Carolina confirmed case count stands at 968,084. The state's combined case count stands at 1,225,570 with 14,297,143 tests to date. There were 12,950 new confirmed cases with a 32.7% percent positivity rate. There were two new confirmed deaths and one probable death at the last reporting, making our combined state total 15,015. Richland County stands at 82,335 confirmed cases with 933 daily combined cases. Unfortunately, we have 812 combined deaths due to COVID-19. As of January 12th, Richland County's 14 – day recent disease activity incidence rate is high as is the entire state. Statewide hospital bed utilization rate is stable at 77.18%. As of January 17, 2022, there were 2,381 patients currently hospitalized with COVID-19 confirmed or suspected. Richland County bed utilization rate is stable at 69.7% with 204 COVID-19 patients hospitalized. Prisma Health Richland has 21 COVID-19 pediatric patients. DHEC reports 6,232,454 doses of COVID-19 vaccines have been administered in the state. As of January 16, 2022, approximately 52.6% of South Carolina's eligible population was fully vaccinated and 61.6% have received at least one vaccine dose; 16% of children ages 5-11 have received at least one vaccine dose; 66.2% of children ages 12 and older have received at least one vaccine dose. In Richland County, 55.5% of residents have completed their vaccination series and 65.6% residents have received at least one vaccine. Staff continues to ensure sufficient PPE and supplies are in our fulfillment center through Procurement and Contracts and Safety and Risk Management.

Councilor McDowell asked for the updated percentage rate of vaccinated city employees.

Ms. Pamela Benjamin, Assistant City Manager for Administrative Services said we are at 89% of vaccinated employees. We are seeing some effects of COVID throughout our workforce. About 118 people have tested positive in the last three weeks. We have about 13% of our employees being affected in some way by COVID. We have a few people who are out which completely affects some of our ability to provide services.



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CONSENT AGENDA ITEMS 4 THROUGH 15

4. Council is asked to approve Fiscal Year 2021/2022 Agreement for the Three Rivers Greenway Project Development, as requested by City Administration. Award to the River Alliance in an amount not to exceed \$55,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Administration - City Manager - Special Contracts; (1011111-638300); Hospitality - Special Contracts; Special Contracts; (2124313-638300). The original budgeted amount was \$55,000.00.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the Fiscal Year 2021/2022 Agreement for the Three Rivers Greenway Project Development, as requested by City Administration. Award to the River Alliance in an amount not to exceed \$55,000.00. This firm is located in Columbia, SC.

5. Council is asked to approve Contract Amendment #2 for Professional Janitorial Services, as requested by the Support Services Division. Award to Goodwill Industries in an amount not to exceed \$95,865.90. The vendor is located in Greenville, SC. – *Approved*

Funding Source: General Support Services - Maintenance & Service Contract (1011201-638200) \$25,388.40; General Support Services - Maintenance & Service Contract (1012402-638200) \$47,132.40; Parking Operations - Maintenance & Service Contract (5312413-638200) \$3,287.46; Employee Health Center - Maintenance & Service Contract (6048920-638200) \$2,298.36; Utilities Metro Wastewater Plant - Maintenance & Service Contract (5516208-638200) \$17,759.28. The original budget amount is \$95,865.90. The budget amount for this contract amendment is \$95,865.90. The total revised budget amount is \$191,731.80.

Councilor Bussells inquired about the difference between items 5 and 6.

Mr. Henry Simons, MHA, Assistant City Manager for Operations said we have four main contractors that provide janitorial services for the city. We have an overall contract for services by various buildings and sizes. We wanted to make sure that our small businesses had an opportunity to bid as well. This contract for Goodwill Industries is one of our larger contracts that provide services for some of our larger buildings.

Mayor Rickenmann said let's continue to figure out how we engage more of our small businesses and make sure that we are spending those dollars with them.



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Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Contract Amendment #2 for Professional Janitorial Services, as requested by the Support Services Division. Award to Goodwill Industries in an amount not to exceed \$95,865.90. The vendor is located in Greenville, SC.

6. Council is asked to approve Contract Amendment #3 for Professional Janitorial Services, as requested by the Support Services Division. Award to American Facility Services in an amount not to exceed \$166,842.00. The vendor is located in Alpharetta, GA. – *Approved*

Funding Source: Support Services Public Building – Maintenance & Service Contract (5511219-638200) \$52,200.00; General Support Services - Maintenance & Service Contract (1011201-638200) \$33,690.00; Utilities Columbia Canal WTP - Maintenance & Service Contract (5516206-638200) \$12,426.00; Police Administrative Services - Maintenance & Service Contract (1012402-638200) \$29,826.00; Emergency Communications/911 - Maintenance & Service Contract (1012701-638200) \$3,900.00; Streets-Storm Drains - Maintenance & Service Contract (5534203-638200) \$23,730.00; Purchasing - Maintenance & Service Contract (6225959-638200) \$11,070.00. The original budget amount is \$164,247.00. The budget amount for this amendment is \$166,842.00. The total revised budget amount is \$331,089.00.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Contract Amendment #3 for Professional Janitorial Services, as requested by the Support Services Division. Award to American Facility Services in an amount not to exceed \$166,842.00. The vendor is located in Alpharetta, GA.

7. Council is asked to approve a Contract to Purchase a 2023 MV607 Dump Truck for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Carolina International Trucks, using the SC State Contract in an amount of \$128,465.66. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital; (5516205-658500). The original budget amount is \$128,465.66.

Upon a motion made by Mr. Duvall and seconded by Mayor Rickenmann, Council voted unanimously to approve a Contract to Purchase a 2023 MV607 Dump Truck for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Carolina International Trucks, using the SC State Contract in an amount of \$128,465.66. This vendor is located in Columbia, SC.



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8. Council is asked to approve a Contract to Purchase four 2023 International MV607 Dump Trucks with dump body and hoist for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina International Trucks, using the SC State Contract in the amount of \$436,061.60. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$436,061.60.

Mayor Rickenmann said this purchase is part of a program enhancement that gives us the ability to use dumpsters in areas like neighborhoods where there are move outs. This will help us with beautifying our communities and keeping trash out of our streets.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve a Contract to Purchase four 2023 International MV607 Dump Trucks with dump body and hoist for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina International Trucks, using the SC State Contract in the amount of \$436,061.60. The vendor is located in Columbia, SC.

9. Council is asked to approve a Contract to Purchase a 2022 Western Star Dump Truck for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center Inc. using the SC State Contract in the amount of \$161,443.00. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital; (5516205-658500). The original budget amount is \$161,443.00.

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve a Contract to Purchase a 2022 Western Star Dump Truck for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center Inc. using the SC State Contract in the amount of \$161,443.00. The vendor is located in Columbia, SC.

10. Council is asked to approve a Contract to Purchase a Heil Python 28-Full Eject Automated Side Loader for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina Environmental, using the Sourcewell Cooperative Contract in the amount of \$310,025.00. The vendor is located in Kernersville, NC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital; (6308972-658500). The original budget amount is \$310,025.00.



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Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve a Contract to Purchase a Heil Python 28-Full Eject Automated Side Loader for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina Environmental, using the Sourcewell Cooperative Contract in the amount of \$310,025.00. The vendor is located in Kernersville, NC.

11. Council is asked to approve Change Order #4 for Project WM3906; Construction along Sylvan Drive and Satchel Ford Road, as requested by Columbia Water. Award to Stutts & Williams in the amount of \$97,855.20. The firm is located in Lexington, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects, Capital Project Cost (5529999-WM3906-658650). The original budget amount is \$1,788,371.75. The budget amount for this change order is \$97,855.20. The total revised budget amount is \$1,886,226.95.

This is a Mentor Protégé Program project. Stutts & Williams, LLC is the mentor and will provide water line installation services at 80.00% (\$78,284.16) of the change order amount.

Hammerhead Utilities, LLC of Chapin, SC is the protégé and will provide water mains and water service replacements at 20.00% (\$19,571.04) of the change order amount.

Change Order #4 is requested to provide additional funding for unforeseen conditions and to compensate the contractor for the unexpected work. The work is necessary for water main replacement at Westfield Road, new piping and valve at Stork Road, additional water service connections at Bethel Church Road, and new valve and additional water service connections at Meadowood Road.

Councilor Taylor asked staff to add the dates for when original requests come in.

Upon a motion made by Mr. Taylor and seconded by Mr. McDowell, Council voted unanimously to approve Change Order #4 for Project WM3906; Construction along Sylvan Drive and Satchel Ford Road, as requested by Columbia Water. Award to Stutts & Williams in the amount of \$97,855.20. The firm is located in Lexington, SC.

12. Council is asked to approve a Professional Services Agreement for the Metro Wastewater Treatment Plant Operations and Maintenance Manual Updates and Training, as requested by Columbia Water. Award to Brown and Caldwell, in the amount of \$146,000.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Employee Training and Professional Development (5516208-631200). The original budget amount is \$146,000.00.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 18, 2022

Councilor Bussells sought clarification on the purpose of this agreement.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that this is a three-year contract with the consultant to update our operations and maintenance manual for the facility and to provide training to our staff. This update is a requirement of our Consent Decree.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve a Professional Services Agreement for the Metro Wastewater Treatment Plant Operations and Maintenance Manual Updates and Training, as requested by Columbia Water. Award to Brown and Caldwell, in the amount of \$146,000.00. The firm is located in Columbia, SC.

13. Council is asked to approve a Contract for Project SS7558/SD8496; 8" Sewer Main Relocation and Storm Drainage Improvements at 2511 Clark Street, as requested by Columbia Water. Award to LAD Construction, LLC in an amount not to exceed \$397,423.90 which includes contingency. The firm is located in Swansea, SC. – *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS755801-5549999-SD849601-658650). The original budget amount is \$414,703.20.

This is a Mentor Protégé Program project. LAD Construction, LLC is the mentor and will provide pipeline rehabilitation services at 68.60% (\$237,068.00) of the total contract amount. JA Mabus & Associates of Leesville, SC is the protégé and will provide sewer and storm line work at 20.00% (\$69,117.00) of the total contract amount.

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

Ferguson Waterworks of Elgin, SC will provide sewer line material at 5.93% (\$20,500.00) of the total contract amount.

Tindall Corporation of Spartanburg, SC will provide sewer and storm structures at 3.91% (\$13,500.00) of the total contract amount.

Gossett Concrete Pipe of Greenville, SC will provide storm pipe (RCP) at 1.56% (\$5,400.00) of the total contract amount.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve a Contract for Project SS7558/SD8496; 8" Sewer Main Relocation and Storm Drainage Improvements at 2511 Clark Street, as requested by Columbia Water. Award to LAD Construction, LLC in an amount not to exceed \$397,423.90 which includes contingency. The firm is located in Swansea, SC.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 18, 2022**

14. Ordinance No.: 2021-100 - Granting an encroachment to 701 Center for Contemporary Art for the use of right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02 - *First reading approval was given on December 21, 2021 – Approved on second reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2021-100 Granting an encroachment to 701 Center for Contemporary Art for the use of right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02.

15. Ordinance No.: 2021-102 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Main Street Technologies for Office Space located at 1401 Main Street, 2nd Floor, Suite 200 - *First reading approval was given on December 21, 2021 – Approved on second reading.*

Councilor Taylor asked if the cost to upfit would come back to City Council. He asked to see the allowances by floor.

Ms. Melissa Gentry, P.E., Assistant City Manager for Development said we have an agreement with the management company for an approved allowance on certain floors. The second floor is not part of that so it should come back.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to Ordinance No.: 2021-102 Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Main Street Technologies for Office Space located at 1401 Main Street, 2nd Floor, Suite 200.

RESOLUTIONS

16. Resolution No.: R-2022-004 - Authorizing the City Manager to execute Easement Agreements between Bright Meyers Ft. Jackson, LLC and Katz Rosewood, LLC and the City of Columbia for storm drainage improvements along Gills Creek, located at 4717 Devine Street, TMS # 13814-02-11 and 4400 Jackson Boulevard, TMS #13814-02-06 (portion) – *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-004 Authorizing the City Manager to execute Easement Agreements between Bright Meyers Ft. Jackson, LLC and Katz Rosewood, LLC and the City of Columbia for storm drainage improvements along Gills Creek, located at 4717 Devine Street, TMS # 13814-02-11 and 4400 Jackson Boulevard, TMS #13814-02-06 (portion).

17. Resolution No.: R-2022-005 - Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-005 Approving and Ratifying Mutual Aid Agreements between the City of Columbia and the City of Columbia Police Department and Various Law Enforcement Agencies and Authorizing the City Manager of the City of Columbia and the Chief of Police of the City of Columbia to execute all such Agreements.

18. Resolution No.: R-2022-006 - Authorizing the City Manager to execute a 911 Communications Center Consolidated Agreement Extension between the City of Columbia and Richland County – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-006 Authorizing the City Manager to execute a 911 Communications Center Consolidated Agreement Extension between the City of Columbia and Richland County.

EVENT RESOLUTION

19. Resolution No.: R-2022-001 - Authorizing consumption of beer and wine beverages only at First Thursday on Main Street – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-001 Authorizing consumption of beer and wine beverages only at First Thursday on Main Street.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 18, 2022

ORDINANCES - FIRST READING

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

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2022-008 Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Brick and Mortar, LLC for the sale of property located at 1701, 1705, 1710 and 1715 Washington Street, Richland County TMS #11402-08-20, 11402-08-18, 11402-08-17 and 11402-08-16, subject to contract revisions prior to second reading approval.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Ms. Krista Hampton, Planning and Development Services Director said the first four cases are annexations with accompanying land use map amendments and zoning map amendments. This is incorporating land into the city and assigning a policy for the land use classification and the regulatory zoning classification.

Council opened the public hearing at 4:55 p.m.

21. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2708 Shop Road aka 2708 Shop Road Extension; TMS# 16200-04-01 – *Approved on first reading*

Ordinance No.: 2022-003 Annexing 2708 Shop Road a/k/a 2708 Shop Road Extension, Richland County TMS# 16200-04-01 into the City of Columbia, South Carolina and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Industrial (IND) and assign zoning of Light Industrial (LI) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned M-1 by Richland County.

Applicant: BDW Partners, LLC

Staff Recommendation: Approval

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



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 18, 2022**

No comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 2708 Shop Road aka 2708 Shop Road Extension; TMS# 16200-04-01 **and** Ordinance No.: 2022-003 Annexing 2708 Shop Road a/k/a 2708 Shop Road Extension, Richland County TMS# 16200-04-01 into the City of Columbia, South Carolina and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map. Dr. Bussells was not present for the vote.

22. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3923 Bright Avenue; TMS# 13708-08-14 – *Approved on first reading*

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

Council District: 3

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

Applicant: Andrea Godby

Staff Recommendation: Approval

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

No comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 3923 Bright Avenue; TMS# 13708-08-14 **and** Ordinance No.: 2022-002 Annexing 3923 Bright Avenue, Richland County TMS# 13708-08-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 18, 2022**

23. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 44.38-acre portion, County Line Trail; TMS# 31700-01-04(p) – *Approved on first reading*

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

Council District: 4

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

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

Staff Recommendation: Approval

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

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment for 44.38-acre portion, County Line Trail; TMS# 31700-01-04(p) **and** Ordinance No.: 2022-001 Annexing 44.38 acres County Line Trail, Richland County TMS# 31700-01-04 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

24. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 4021 Trotter Road; TMS# 22008-01-01 – *Approved on first reading*

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

Council District: 4

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

Applicant: Nathaniel Johnson

Staff Recommendation: Approval

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



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 18, 2022**

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment for 4021 Trotter Road; TMS# 22008-01-01 **and** Ordinance No.: 2022-004 Annexing 4021 Trotter Road, Richland County TMS# 22008-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

Ms. Krista Hampton, Planning and Development Services Director said we are moving into zoning map amendments that are also known as rezonings where you are asked to consider changing the zoning district classification of a property.

25. ZONING MAP AMENDMENT for 2401 Two Notch Road(p) and 0.21 aces, E/S Waites Road, TMS #11511-11-10 (p) and 11511-11-08 – *Approved on first reading*

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

Council District: 2

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

Applicant: Homeless No More

Staff Recommendation: Approval

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

No comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 2401 Two Notch Road(p) and 0.21 aces, E/S Waites Road, TMS #11511-11-10 (p) and 11511-11-08 **and** Ordinance No.: 2022-005 Amending the Official Zoning Map to modify the zoning for 2401 Two Notch Road and 0.21 acres E/S Waites Road, Richland County TMS #11511-11-10 (portion) and TMS #11511-11-08.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 18, 2022**

26. ZONING MAP AMENDMENT for 2632 Millwood Avenue and 2627, 2526, and 2623 Cherry Street, TMS# 11413-03-05, 11413-03-10, 11413-03-11, and 11413-03-12 – *Approved on first reading*

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

Council District: 3

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

Applicant: Thomas Rhodes III, Millwood Investments LLC

Staff Recommendation: Approval

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

Mayor Rickenmann said I am glad to see this happen. This has been an eye sore in a great corridor. We thank Mr. Rhodes and his brother for their investment.

Councilor Taylor concurred. I encourage us to be as business friendly as we can when it comes to permitting on time and additional costs. These things make a real difference.

Councilor Brennan asked Ms. Hampton to confirm the council district. It may have changed since redistricting.

Upon a motion made by Mr. Taylor and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 2632 Millwood Avenue and 2627, 2526, and 2623 Cherry Street, TMS# 11413-03-05, 11413-03-10, 11413-03-11, and 11413-03-12 **and** Ordinance No.: 2022-006 Amending the Official Zoning Map to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12, subject to verification of the council district.

Council closed the public hearing at 5:08 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 18, 2022**

APPOINTMENTS

27. City Council Committees – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the appointments to the following City Council Committees:

COMMITTEE	CHAIR	MEMBER	MEMBER
Administrative Policy Committee	Ed McDowell	Joe Taylor	Aditi Bussells
Arts And Historic Preservation Committee	Will Brennan	Ed McDowell	Aditi Bussells
Economic And Community Development Committee	Joe Taylor	Will Brennan	Tina Herbert
Environment And Infrastructure Committee	Aditi Bussells	Ed McDowell	Howard Duvall
Public Safety Committee	Howard Duvall	Joe Taylor	Tina Herbert
Technology Committee	Tina Herbert	Howard Duvall	Will Brennan

CITY COUNCIL COMMITTEE REFERRALS AND REPORTS

No referrals or reports were discussed at this time.

PUBLIC INPUT

Ms. Diane Wiley, Belvedere Neighborhood president said we are still dealing with the repercussions of the 2015 flood. My husband and I have been out of our house since 2015. We have issues with animals and the lack of speed humps. We are a neighborhood of 655 houses and we need help in 29203 and 29204. In my neighborhood we need more lighting, clean-up, rebuilding, decent stores, and restaurants. Every time we have a neighborhood meeting I am asked what you all are doing. I wish you could join us in our meetings on the second Thursday of every month. I look forward to working with you.

Councilor Taylor said we need to figure out how to make this happen between the School District, Richland County and the City of Columbia

Councilor McDowell said we talked about the collaboration of funds with Richland County and the City and an amount was approved. We need a comprehensive report.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 18, 2022

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said the City is funding the evaluation and design for the restoration of that ditch. We are working with the County to look at splitting the cost of the work as soon as the design is ready to go to construction. It abuts the School District's property. The estimate is \$3.5 million and it is on our ARP list. We are also looking at the swell outside Ms. Wiley's home, which is outside the scope of the larger project.

Mayor Rickenmann said this is not the only area where we have drainage issues with the School District. There are drainage issues in the new part of Mr. Brennan's district at Meadowfield [Elementary School] and several others. We need to group them and have the conversation with all parties.

Councilor Taylor said ARP funds can be used for anti-crime measures. I want to ask the city's lobbyists to have discussions at the State House regarding the possibility of establishing a gun crimes court, especially in larger cities as a way to eliminate backlog. I suggest that our lobbyists have discussions with other large cities in the state to create a rotating coalition.

Mayor Rickenmann said we are up to 83 shootings in Columbia. We are seeing a backlog and repeat offenders. This is an opportunity for us to be advocates at the State House. I would ask that the lobbying team start drafting something that we can present. It would be good for all us to make phone calls. This is important to our communities. It is sad because 93% of offenders are between the ages of 18 and 19. We have to make a difference.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 5:25 p.m. for the discussion of **Item 29**.

28. 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

29. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2) – *Received as information, no action was taken.*

Mark Anthony Brewing



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 18, 2022**

ADJOURNMENT

The meeting was adjourned at 5:41 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

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



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

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

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to Ratify a First Amendment to the Mark Anthony Brewing Incentive Agreement, as requested by the Economic Development Department. The firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** First Amendment to Mark Anthony Brewing Incentive Agreement (PDF)
- **#b:** FirstAmendmentAgreement (PDF)



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to Ratify a First Amendment to the Mark Anthony Brewing Incentive Agreement, as requested by the Economic Development Department. The firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- APPROVED - 22011580 - Mark Anthony Brewing - First Amendment (PDF)
- FirstAmendmentAgreement (PDF)

FIRST AMENDMENT TO THE INCENTIVE AGREEMENT

This **First Amendment to the Incentive Agreement** (the “First Amendment”) is made to be effective the 1st day of December, 2021 by and among Mark Anthony Brewing Inc. (the “Company”), Richland County, South Carolina (the “County”), the South Carolina Department of Commerce (“DOC”), the South Carolina Coordinating Council for Economic Development (the “Coordinating Council”), the City of Columbia (the “City”), and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways (“Palmetto Railways”) (the County, DOC, the Coordinating Council, the City and Palmetto Railways shall be collectively referred to herein as the “Public Parties”);

W I T N E S S E T H

WHEREAS, the Company has established a beverage manufacturing facility (the “Project”) in the County;

WHEREAS, in connection with the Project, Palmetto Railways will be completing a track tie in to serve the Company and such completion will require a water service to the facility to be shut down for one day;

WHEREAS, the Company has requested that the water shut down be postponed until at least December 17, 2021 so that it will correspond with the Company’s planned manufacturing outage;

WHEREAS, postponing the water shut down will create a delay in the completion of the rail service and will increase the costs by requiring the contractor to demobilize and then mobilize again remain to complete the job;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties do hereby agree as follows:

- 1.0 **First Amendment.** The parties recognize that this First Amendment modifies and amends that certain Incentive Agreement, dated November 10, 2020, by and among the Company and the Public Parties (the “Incentive Agreement”). The terms of the Incentive Agreement that are not inconsistent with the terms contained herein shall remain in full force and effect, and any such terms that are not inconsistent shall be incorporated herein for all practical purposes.
- 2.0 **Deadline for Rail Completion.** The deadline for completion of the Rail (as defined in the Incentive Agreement) as set forth in Section 1.2.5 of the Incentive Agreement is hereby amended to extend the date from December 31, 2021 to January 20, 2022.
- 3.0 **Responsibility for Cost Overruns.** The Company shall be responsible for any increased costs that are directly associated with the completion of the Rail and are caused by delaying the water shut down until at least December 17, 2021, to the extent that such

increased costs cause the total cost of the completion of the Rail to exceed the \$4,500,000 of the State Grant allocated for that purpose pursuant to Section 1.9 of the Incentive Agreement.

- 4.0 **Counterparts.** This First Amendment may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be fully executed by their authorized representation under seal as of the date first written above.

MARK ANTHONY BREWING INC.



By: MARK A. LAVEN

Its: VP SUPPLY - CI AND C&A

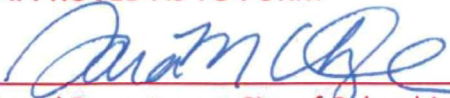
RICHLAND COUNTY, SOUTH CAROLINA:

Unit of Local Government

By:

Its:

APPROVED AS TO FORM



Legal Department City of Columbia, SC

1/11/2022

CITY OF COLUMBIA, SOUTH CAROLINA

By:

Its:

**SOUTH CAROLINA DEPARTMENT OF
COMMERCE**

By:

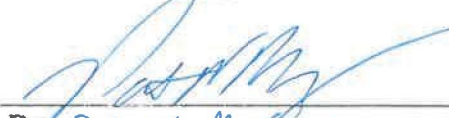
Its:

**SOUTH CAROLINA COORDINATING
COUNCIL FOR ECONOMIC
DEVELOPMENT**

By:

Its:

PALMETTO RAILWAYS



By: Patrick McCrory

Its: President + CEO

FIRST AMENDMENT TO THE INCENTIVE AGREEMENT

This **First Amendment to the Incentive Agreement** (the "First Amendment") is made to be effective the 1st day of December, 2021 by and among Mark Anthony Brewing Inc. (the "Company"), Richland County, South Carolina (the "County"), the South Carolina Department of Commerce ("DOC"), the South Carolina Coordinating Council for Economic Development (the "Coordinating Council"), the City of Columbia (the "City"), and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways ("Palmetto Railways") (the County, DOC, the Coordinating Council, the City and Palmetto Railways shall be collectively referred to herein as the "Public Parties");

WITNESSETH

WHEREAS, the Company has established a beverage manufacturing facility (the "Project") in the County;

WHEREAS, in connection with the Project, Palmetto Railways will be completing a track tie in to serve the Company and such completion will require a water service to the facility to be shut down for one day;

WHEREAS, the Company has requested that the water shut down be postponed until at least December 17, 2021 so that it will correspond with the Company's planned manufacturing outage;

WHEREAS, postponing the water shut down will create a delay in the completion of the rail service and will increase the costs by requiring the contractor to demobilize and then mobilize again remain to complete the job;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties do hereby agree as follows:

- 1.0 **First Amendment.** The parties recognize that this First Amendment modifies and amends that certain Incentive Agreement, dated November 10, 2020, by and among the Company and the Public Parties (the "Incentive Agreement"). The terms of the Incentive Agreement that are not inconsistent with the terms contained herein shall remain in full force and effect, and any such terms that are not inconsistent shall be incorporated herein for all practical purposes.
- 2.0 **Deadline for Rail Completion.** The deadline for completion of the Rail (as defined in the Incentive Agreement) as set forth in Section 1.2.5 of the Incentive Agreement is hereby amended to extend the date from December 31, 2021 to January 20, 2022.
- 3.0 **Responsibility for Cost Overruns.** The Company shall be responsible for any increased costs that are directly associated with the completion of the Rail and are caused by delaying the water shut down until at least December 17, 2021, to the extent that such

increased costs cause the total cost of the completion of the Rail to exceed the \$4,500,000 of the State Grant allocated for that purpose pursuant to Section 1.9 of the Incentive Agreement.

- 4.0 **Counterparts.** This First Amendment may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be fully executed by their authorized representation under seal as of the date first written above.

MARK ANTHONY BREWING INC.



By: MARK A. LAVEN

Its: VP SUPPLY - CI AND CIA

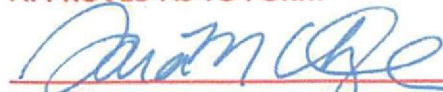
RICHLAND COUNTY, SOUTH CAROLINA:

Unit of Local Government

By:

Its:

APPROVED AS TO FORM



Legal Department City of Columbia, SC

1/11/2022

CITY OF COLUMBIA, SOUTH CAROLINA



By:

Its:

City Manager

SOUTH CAROLINA DEPARTMENT OF
COMMERCE

By:

Its:

**SOUTH CAROLINA COORDINATING
COUNCIL FOR ECONOMIC
DEVELOPMENT**

By:

Its:

PALMETTO RAILWAYS



By: Patrick McCrory

Its: President + CEO

FIRST AMENDMENT TO THE INCENTIVE AGREEMENT

This **First Amendment to the Incentive Agreement** (the "First Amendment") is made to be effective the 1st day of December, 2021 by and among Mark Anthony Brewing Inc. (the "Company"), Richland County, South Carolina (the "County"), the South Carolina Department of Commerce ("DOC"), the South Carolina Coordinating Council for Economic Development (the "Coordinating Council"), the City of Columbia (the "City"), and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways ("Palmetto Railways") (the County, DOC, the Coordinating Council, the City and Palmetto Railways shall be collectively referred to herein as the "Public Parties");

WITNESSETH

WHEREAS, the Company has established a beverage manufacturing facility (the "Project") in the County;

WHEREAS, in connection with the Project, Palmetto Railways will be completing a track tie in to serve the Company and such completion will require a water service to the facility to be shut down for one day;

WHEREAS, the Company has requested that the water shut down be postponed until at least December 17, 2021 so that it will correspond with the Company's planned manufacturing outage;

WHEREAS, postponing the water shut down will create a delay in the completion of the rail service and will increase the costs by requiring the contractor to demobilize and then mobilize again remain to complete the job;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties do hereby agree as follows:

- 1.0 **First Amendment.** The parties recognize that this First Amendment modifies and amends that certain Incentive Agreement, dated November 10, 2020, by and among the Company and the Public Parties (the "Incentive Agreement"). The terms of the Incentive Agreement that are not inconsistent with the terms contained herein shall remain in full force and effect, and any such terms that are not inconsistent shall be incorporated herein for all practical purposes.
- 2.0 **Deadline for Rail Completion.** The deadline for completion of the Rail (as defined in the Incentive Agreement) as set forth in Section 1.2.5 of the Incentive Agreement is hereby amended to extend the date from December 31, 2021 to January 20, 2022.
- 3.0 **Responsibility for Cost Overruns.** The Company shall be responsible for any increased costs that are directly associated with the completion of the Rail and are caused by delaying the water shut down until at least December 17, 2021, to the extent that such

increased costs cause the total cost of the completion of the Rail to exceed the \$4,500,000 of the State Grant allocated for that purpose pursuant to Section 1.9 of the Incentive Agreement.

- 4.0 **Counterparts.** This First Amendment may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be fully executed by their authorized representation under seal as of the date first written above.

MARK ANTHONY BREWING INC.

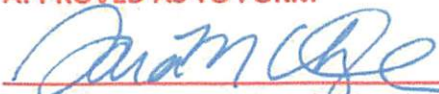

 By: MARK A. LAVEN
 Its: VP SUPPLY - CI AND C&A

RICHLAND COUNTY, SOUTH CAROLINA:

 Unit of Local Government

 By:
 Its:

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 1/11/2022

CITY OF COLUMBIA, SOUTH CAROLINA


 By:
 Its: City Manager

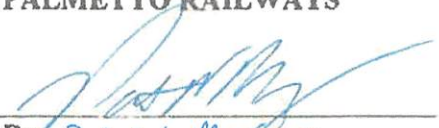
SOUTH CAROLINA DEPARTMENT OF
 COMMERCE

 By:
 Its:

**SOUTH CAROLINA COORDINATING
COUNCIL FOR ECONOMIC
DEVELOPMENT**

By:
Its:

PALMETTO RAILWAYS



By: Patrick McGarry
Its: President + CEO



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase two Ford F150 4x2 Trucks Regular Cab with XL Trim Package for the Parks and Recreation Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract in the amount of \$50,326.00. The vendor is located in Spartanburg, SC.

REQUISITION NO.: R213866

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

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Vic Bailey Ford Inc_Contract of Goods_R213866 (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR VEHICLE PURCHASE

This Contract is being awarded using State Contract #4400027192.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Vic Bailey Ford, Inc. with legal address and principal place of business at 501 E. Daniel Morgan Ave, Spartanburg, SC 29304 (hereinafter referred to as the “Contractor”), for the purchase two (2) 2022 Ford F150 4x2 regular cab with XL trim-short bed.

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

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

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

2. **TERM OF CONTRACT** – The term of the Contract shall commence on the date of the issuance of a Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF VEHICLES** – The Contractor shall deliver any and all vehicles purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, in the amount of Fifty Thousand, Three Hundred Twenty-Six Dollars and Zero Cents, (\$50,326.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

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

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACT #4400027192**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish the vehicle as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (2022 Ford F150 4x2 regular cab with XL trim-short bed specifications).

6. **MISCELLANEOUS**

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

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

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

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

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

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

1.influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2.influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

City of Columbia and Vic Bailey Ford, Inc.

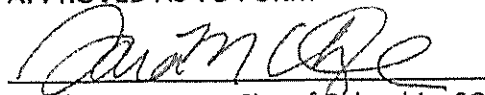
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

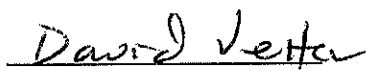
Witness_____
Teresa Wilson, City Manager

Date: _____

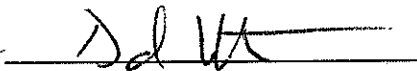
APPROVED AS TO FORM

Legal Department City of Columbia, SC
1/10/2022

VIC BAILEY FORD, INC.

SIGN HERE

Print



Signature

Date: 1-17-22

City of Columbia and Vic Bailey Ford, Inc.

List of Exhibits

Exhibit A – Quote

Vic Bailey Ford					5.a
David Vetter 864.585.3600 or 800.922.1365					
PU-3: 2022 FORD F150 4x2 REG CAB, PICK UP w/ XL TRIM					
Contract #: 4400027192					
Standard Equipment Included:					
3.3L V-6 Engine	Power Steering				
Automatic Transmission	Power Brakes				
A/C	Cruise Control				
AM/ FM Radio	Vinyl Bench Seat				
8' Pick-Up Body	Heavy Duty Rubber Floor				
Power Windows and Door Locks	Trailer Tow Package				
SC STATE CONTRACT PRICE:				\$24,366.00	
IMF (Sales Tax)				\$500.00	
Regular Cab 4x2 (Short Bed - 6.5')				-\$228.00	(deduct)
Bedliner (Spray-In)				\$525.00	
TOTAL SC STATE CONTRACT PRICE:				\$25,163.00	
SC STATE CONTRACT PRICE:				\$24,366.00	
IMF (Sales Tax)				\$500.00	
Bedliner (Spray-In)				\$525.00	
TOTAL SC STATE CONTRACT PRICE:				\$25,391.00	
ADDITIONAL AVAILABLE FACTORY INSTALLED OPTIONS:					
Additional Available Factory Installed Options:					
99P	2.7L V6 EcoBoost Engine (Not Available on Long Wheelbase 4x4 Models)			\$1,196.00	
99S	5.0L V8 Engine			\$1,998.00	
998	3.5L EcoBoost Engine (Not Available on Short Wheelbase Regular Cab Models)			\$2,598.00	
T7C	LT245/75R17 All-Season Tires (Not Available on Regular Cab 6.5' Bed Models)			\$296.00	
	Delete Power Windows and Door Locks (Regular Cab Models)			-\$765.00	(deduct)
-50S	Delete Cruise Control			-\$178.00	(deduct)
-53B	Delete Trailer Tow Package			-\$162.00	(deduct)
XXX	Limited Slip Rear Axle			\$570.00	
86A	XL Chrome Appearance Package			\$776.00	
55A	FX4 Off-Road Package (Requires 101A PEP Package Upgrade and 5.0L V-8 Engine)			\$1,004.00	
53C	Max Trailer Tow Package			Call for Pricing	
168	Carpeted Floor Covering			\$144.00	
54Y+	Manually Telescoping/Dual Power Glass/Manual Folding w/ Heat/Turn			Call for Pricing	
76R	Reverse Sensing System			\$276.00	
59S	Fog Lamps			\$140.00	
67T	Trailer Brake Controller			\$276.00	
53A	Upgraded Trailer Tow Package (Includes Trailer Brake Controller)			\$886.00	
65S	36-Gallon Fuel Tank (Long Bed - 8' Models Only)			\$446.00	
91P	8-Way Power Driver's Seat			\$352.00	
524	SYNC 4			\$326.00	
85H	Back Up Alarm (Requires Fog Lamps)			\$146.00	
17C	Chrome Front and Rear Bumpers (Requires 59S Fog Lamps)			\$176.00	
942	Daytime Running Lights			\$44.00	
41H	Engine Block Heater			\$90.00	
627	Heavy- Duty Payload Package			Call for Pricing	
50M	Interior Work Surface			\$196.00	
413	Skid Plate Package			\$160.00	
924/5	Rear Window Defroster w/ Privacy Glass			\$320.00	
101A Package Model Options:					
61S	STX Appearance Package			\$1,782.00	
43A	Ford Co-Pilot 360 2.0			Call for Pricing	
17T	Tow Technology Package			Call for Pricing	
642	20" Six-Spoke Machined Aluminum Wheels (Requires STX App Pkg Not Available w/ 3.3L V-6 Eng			\$1,196.00	



PROCUREMENT SERVICES

Contract 4400027192

[Back to Initial Screen](#)

Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 488,310.00

Bid Invitation [5400021774](#)

Contract Notes

Vendor 7000079092

Vendor Address VIC BAILEY FORD INC
501 E DANIEL MORGAN AVE
SPARTANBURG SC 29304-3568

District

E-mail dvetter@vicbaileyauto.com

Telephone (864) 266-4986 ext 267

Fax Number (864) 594-6802

Minority Status Not Applicable

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
ANDERSON, STERLING	GEN MGR.	(864) 585-3600 ext 237	sa@vicbaileyauto.com
CLARY, BRAD	SERVICE MANAGER-FORD LINCOLN MERCURLY	(864) 585-3600 ext 211	bclary@vicbaileyauto.com
VETTER, DAVID	Primary Contact	(864) 585-3600 ext 267	dvetter@vicbaileyauto.com
VETTER, DAVID	Emergency Contact	(864) 585-3600 ext 237	dvetter@vicbaileyauto.com
VETTER, DAVID	FLT SALES MGR	(864) 585-3600 ext 267	dvetter@vicbaileyauto.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	10/11/2021 11:59:47 AM

Contract Items

One Item found.

[Item Pricing](#)

00007 PU-3: Flex Fuel, 1/2 ton, Reg/Cab ONLY

Material Group: 07202 - class 2 trucks (6,001 - 10,000 lb. gwwr)

Agency: Statewide

[Back to Initial Screen](#)

We respectfully request Council's approval for this purchase using the State Contract # 4400027192 Vendor, Vic Bailey Ford Inc., at the following cost.

Two (2) Ford F150 4x2 Regular Cab with XL Trim	
Base Price	\$ 49,326.00
SC State Taxes	\$ 1,000.00
PO Total	\$ 50,326.00

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.



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

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

REQUISITION NO.: R213865

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

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Vic Bailey Ford Inc_Contract of Goods_R213865 (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR VEHICLE PURCHASE

This Contract is being awarded under State Contract #4400027192.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Vic Bailey Ford, Inc. with legal address and principal place of business at 501 E. Daniel Morgan Ave, Spartanburg, SC 29304 (hereinafter referred to as the “Contractor”), for the purchase of two (2) 2022 Ford F150 4x2 regular cab with XL trim package.

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

1. **SUPPLEMENTAL OR ADDITIONAL VEHICLES** – The City may require supplemental or additional vehicles from the Contractor or recommended by the Contractor and approved by the City in writing.
2. The Contractor must obtain written approval from the City for any supplemental or additional vehicles prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for vehicles received.
3. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
4. **SCHEDULE FOR DELIVERY OF VEHICLES** – The Contractor shall deliver any and all vehicles purchased in this Contract under the direction of Fleet Services.
5. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of Fifty Thousand, Seven Hundred Eighty-Two Dollars and Zero Cents, (\$50,782.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

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

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACTS #4400027192**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish the vehicle as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (2022 Ford F150 4x2 regular cab with XL trim package specifications).

7. **MISCELLANEOUS**

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

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

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

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

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

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

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

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

City of Columbia and Vic Bailey Ford, Inc.

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

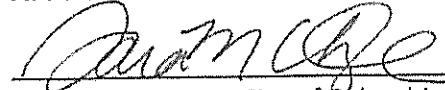
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



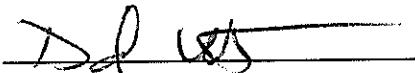
Legal Department City of Columbia, SC
1/10/2022

VIC BAILEY FORD, INC.

 SIGN HERE



Print



Signature

Date: 1-17-22

List of Exhibits

Exhibit A – Quote

Vic Bailey Ford					6.a
David Vetter 864.585.3600 or 800.922.1365					
PU-3: 2022 FORD F150 4x2 REG CAB, PICK UP w/ XL TRIM					
Contract #: 4400027192					
Standard Equipment Included:					
3.3L V-6 Engine	Power Steering				
Automatic Transmission	Power Brakes				
A/C	Cruise Control				
AM/ FM Radio	Vinyl Bench Seat				
8' Pick-Up Body	Heavy Duty Rubber Floor				
Power Windows and Door Locks	Trailer Tow Package				
SC STATE CONTRACT PRICE:				\$24,366.00	
IMF (Sales Tax)				\$500.00	
Regular Cab 4x2 (Short Bed - 6.5')				-\$228.00	(deduct)
Bedliner (Spray-In)				\$525.00	
TOTAL SC STATE CONTRACT PRICE:				\$25,163.00	
SC STATE CONTRACT PRICE:				\$24,366.00	
IMF (Sales Tax)				\$500.00	
Bedliner (Spray-In)				\$525.00	
TOTAL SC STATE CONTRACT PRICE:				\$25,391.00	
ADDITIONAL AVAILABLE FACTORY INSTALLED OPTIONS:					
Additional Available Factory Installed Options:					
99P 2.7L V6 EcoBoost Engine (Not Available on Long Wheelbase 4x4 Models)				\$1,196.00	
995 5.0L V8 Engine				\$1,998.00	
998 3.5L EcoBoost Engine (Not Available on Short Wheelbase Regular Cab Models)				\$2,598.00	
T7C LT245/75R17 All-Season Tires (Not Available on Regular Cab 6.5' Bed Models)				\$296.00	
Delete Power Windows and Door Locks (Regular Cab Models)				-\$765.00	(deduct)
-50S Delete Cruise Control				-\$178.00	(deduct)
-53B Delete Trailer Tow Package				-\$162.00	(deduct)
XXX Limited Slip Rear Axle				\$570.00	
86A XL Chrome Appearance Package				\$776.00	
55A FX4 Off-Road Package (Requires 101A PEP Package Upgrade and 5.0L V-8 Engine)				\$1,004.00	
53C Max Trailer Tow Package				Call for Pricing	
168 Carpeted Floor Covering				\$144.00	
54Y+ Manually Telescoping/Dual Power Glass/Manual Folding w/ Heat/Turn				Call for Pricing	
76R Reverse Sensing System				\$276.00	
595 Fog Lamps				\$140.00	
67T Trailer Brake Controller				\$276.00	
53A Upgraded Trailer Tow Package (Includes Trailer Brake Controller)				\$886.00	
655 36-Gallon Fuel Tank (Long Bed - 8' Models Only)				\$446.00	
91P 8-Way Power Driver's Seat				\$352.00	
524 SYNC 4				\$326.00	
85H Back Up Alarm (Requires Fog Lamps)				\$146.00	
17C Chrome Front and Rear Bumpers (Requires 595 Fog Lamps)				\$176.00	
942 Daytime Running Lights				\$44.00	
41H Engine Block Heater				\$90.00	
627 Heavy- Duty Payload Package				Call for Pricing	
50M Interior Work Surface				\$196.00	
413 Skid Plate Package				\$160.00	
924/5 Rear Window Defroster w/ Privacy Glass				\$320.00	
101A Package Model Options:					
61S STX Appearance Package				\$1,782.00	
43A Ford Co-Pilot 360 2.0				Call for Pricing	
17T Tow Technology Package				Call for Pricing	
642 20" Six-Spoke Machined Aluminum Wheels (Requires STX App Pkg Not Available w/ 3.3L V-6 Eng				\$1	



PROCUREMENT SERVICES

Contract 4400027192

[Back to Initial Screen](#)

Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 488,310.00

Bid Invitation [5400021774](#)

Contract Notes

Vendor 7000079092

Vendor Address VIC BAILEY FORD INC
501 E DANIEL MORGAN AVE
SPARTANBURG SC 29304-3568

District

E-mail dvetter@vicbaileyauto.com

Telephone (864) 266-4986 ext 267

Fax Number (864) 594-6802

Minority Status Not Applicable

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
ANDERSON, STERLING	GEN MGR.	(864) 585-3600 ext 237	sa@vicbaileyauto.com
CLARY, BRAD	SERVICE MANAGER-FORD LINCOLN MERCURLY	(864) 585-3600 ext 211	bclary@vicbaileyauto.com
VETTER, DAVID	Primary Contact	(864) 585-3600 ext 267	dvetter@vicbaileyauto.com
VETTER, DAVID	Emergency Contact	(864) 585-3600 ext 237	dvetter@vicbaileyauto.com
VETTER, DAVID	FLT SALES MGR	(864) 585-3600 ext 267	dvetter@vicbaileyauto.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	10/11/2021 11:59:47 AM

Contract Items

One Item found.

[Item Pricing](#)

00007 PU-3: Flex Fuel, 1/2 ton, Reg/Cab ONLY

Material Group: 07202 - class 2 trucks (6,001 - 10,000 lb. gwwr)

Agency: Statewide

[Back to Initial Screen](#)

We respectfully request Council's approval for this purchase using the State Contract# 4400027192 Vendor, Vic Bailey Ford Inc., at the following cost.

Two (2) Ford F150 4X2 Regular Cab with XL Trim Package	
Base Price	\$ 49,782.00
SC State Taxes	\$ 1,000.00
PO Total	\$ 50,782.00

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.



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

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

REQUISITION NO.: R213861

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

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Vic Bailey Ford Inc_Contract of Goods_R213861 (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR VEHICLE PURCHASE

This Contract is being awarded under #4400027168

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Vic Bailey Ford, Inc. with legal address and principal place of business at 501 E. Daniel Morgan Ave, Spartanburg, SC 29302 (hereinafter referred to as the “Contractor”), for the purchase of two (2) 2022 Ford Transit 350 - 12 passenger vans.

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

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

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

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF VEHICLES** – The Contractor shall deliver any and all vehicles purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, in the amount of Sixty-Six Thousand, Six Hundred Ten Dollars and Zero Cent, (\$66,610.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the vehicles, less deductions if any, as provided, invoices shall contain the Contract

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

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACTS #4400027168.**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish the vehicles as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (2022 Ford Transit 350 - 12 passenger van specification).

6. **MISCELLANEOUS**

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

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

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

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

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

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

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

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

City of Columbia and Vic Bailey Ford, Inc.

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

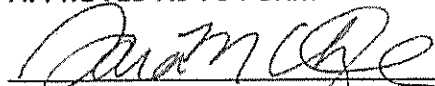
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

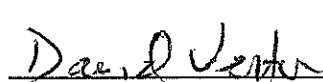
APPROVED AS TO FORM

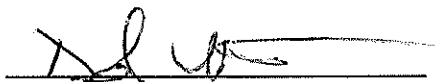


Legal Department City of Columbia, SC
1/10/2022

VIC BAILEY FORD, INC.

 SIGN HERE


Print


Signature

Date: 1-17-22

City of Columbia and Vic Bailey Ford, Inc.

List of Exhibits

Exhibit A – Quote and Specification

VIC BAILEY FORD		Exhibit A	7.a
David Vetter 864.585.3600 or 800.922.1365			
2022 FORD TRANSIT 350			
Van-8: Van, Flex Fuel, 12 Passenger			
Contract #: 440027168			
Standard Equipment Included:			
3.7L V-6 Engine	Power Steering		
Automatic Transmission	Power Brakes		
A/C	Cruise Control		
AM/ FM Radio	60/40 Hinged Side Passenger Doors		
148" Wheel Base	Heavy Duty Vinyl Floor		
Hinged Rear Doors			
NOTES CONCERNING AVAILABLE CONFIGURATIONS:			
The Transit Van is available in three roof heights, two wheel bases and an extended length configuration. Please see the summary below for a description of the available configurations.			
ROOF HEIGHTS			
Low Roof (LR): Vehicle Height - 83.6" Interior Cargo Height - 56.9"			
Medium Roof (MR): Vehicle Height - 100.8" Interior Cargo Height - 72.0"			
High Roof (HR): Vehicle Height - 110.1" Interior Cargo Height - 81.5"			
WHEEL BASES			
130" Wheel Base (WB): Cargo Length Behind First Row Seats - 126.0"			
148" Wheel Base (WB): Cargo Length Behind First Row Seats - 143.7"			
PASSENGER SIDE DOOR CONFIGURATIONS			
The Transit Van is also available in two passenger side door configurations:			
60/40 Hinged Passenger Side Cargo Doors w/ Hinged Rear Cargo Doors			
Sliding Passenger Side Cargo Door w/ Hinged Rear Cargo Doors			
SC STATE CONTRACT PRICE:		\$33,189.00	
IMF - Sales Tax		\$500.00	
92E Deduct Privacy Glass		-\$384.00 (deduct)	
TOTAL SC STATE CONTRACT PRICE:		\$33,305.00	
ADDITIONAL AVAILABLE MODEL CONFIGURATIONS:			
K1Z	Transit 150 - LR - 130" WB w/ 60/40 Hinged Passenger Side Doors - 8 Passenger	Contact Me for Pricing	
K1Y	Transit 150 - LR - 130" WB w/ Sliding Side Passenger Door - 8 Passenger	Contact Me for Pricing	
K1C	Transit 150 - MR - 130" WB w/ Sliding Side Passenger Door - 8 Passenger	Contact Me for Pricing	
X2Z	Transit 350 - LR - 148" WB w/ 60/40 Hinged Passenger Side Doors - 12 Passenger	Contact Me for Pricing	
X2Y	Transit 350 - LR - 130" WB w/ Sliding Side Passenger Door - 12 Passenger	Contact Me for Pricing	
X2Y	Transit 350 - LR - 148" WB w/ 60/40 Hinged Passenger Door - 12 Passenger	\$1.00	
X2C	Transit 350 - MR - 148" WB w/ Sliding Side Passenger Door - 12 Passenger	Contact Me for Pricing	
ADDITIONAL AVAILABLE FACTORY INSTALLED OPTIONS:			
Vinyl Interior		Included	
96S	14 Passenger Seating - Driver Plus 13 Passengers	\$1,496.00	
96P	15 Passenger Seating - Driver Plus 14 Passengers	\$1,496.00	
99G	3.5L V-6 EcoBoost Engine	\$1,888.00	
X##	Limited Slip Rear Axle	\$326.00	
91B	Wiper Activated Headlamps	\$31.00	
55D	Front Fog Lamps	\$105.00	
655	Extended Length Fuel Tank - 31 Gallons (Not Available w/ 130" WB Models)	\$286.00	
541	Mirrors - Short Arm - Power Adjusting - Manual Folding	Included	
545	Mirrors - Short Arm - Power Adjusting - Manual Folding Heated Mirrors w/ Turn Signals	\$160.00	
543	Mirrors - Long Arm - Power Adjusting - Manual Folding	\$65.00	
544	Mirrors - Long Arm - Power Heated w/ Turn Signals	\$220.00	
68H	Running Board - Passenger Side Cargo Door Only	\$311.00	
68J	Extended Length Running Board - Driver's Side Door and Passenger Side Doors	\$656.00	
68L	Power Passenger Side Running Boards	\$942.00	
695C	Power Sliding Side Door (Medium and Hight Roof Models Only)	\$997.00	
53D	Tow/Haul Mode w/ Trailer Wiring Provisions	\$296.00	
53B	Trailer Tow Package - Hitch and Wiring Included		
67D	Trailer Brake Controller (Requires Trailer Tow Package and Cruise Control)		



PROCUREMENT SERVICES

Contract 4400027168

[Back to Initial Screen](#)

Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 1,465,512.00

Bid Invitation [5400021805](#)

Contract Notes

Vendor 7000079092

Vendor Address VIC BAILEY FORD INC
501 E DANIEL MORGAN AVE
SPARTANBURG SC 29304-3568

District

E-mail dvetter@vicbaileyauto.com

Telephone (864) 266-4986 ext 267

Fax Number (864) 594-6802

Minority Status Not Applicable

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
ANDERSON, STERLING	GEN MGR.	(864) 585-3600 ext 237	sa@vicbaileyauto.com
CLARY, BRAD	SERVICE MANAGER-FORD LINCOLN MERCURLY	(864) 585-3600 ext 211	bclary@vicbaileyauto.com
VETTER, DAVID	Primary Contact	(864) 585-3600 ext 267	dvetter@vicbaileyauto.com
VETTER, DAVID	Emergency Contact	(864) 585-3600 ext 237	dvetter@vicbaileyauto.com
VETTER, DAVID	FLT SALES MGR	(864) 585-3600 ext 267	dvetter@vicbaileyauto.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
ITA.pdf	11/01/2021 12:23:10 PM

Contract Items

One Item found.

Item Pricing

00012 Van 8 - Flex Fuel, Full Size 3500/350

Material Group: 07192 - vans, passenger (regular and handicapped equipped)

Agency: Statewide

[Back to Initial Screen](#)

We respectfully request Council's approval for this purchase using the State Contract #4400027168 Vendor, Vic Bailey Ford, at the following cost.

Two (2) Ford Transit 350 -12 Passenger Van	
Base Price	\$ 65,610.00
SC State Taxes	\$ 1,000.00
PO Total	\$ 66,610.00

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.



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

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

REQUISITION NO.: R214231

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

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Vic Bailey Ford_Contract for Purchase (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR VEHICLE PURCHASE

This Contract is being awarded under State Contract #4400027196.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Vic Bailey Ford, Inc. with legal address and principal place of business at 501 E. Daniel Morgan Ave, Spartanburg, SC 29302 (hereinafter referred to as the “Contractor”), for the purchase of two (2) 2022 Ford F150’s with XL Trim.

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

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

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

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF VEHICLES** – The Contractor shall deliver any and all the vehicles purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of One Hundred Seventeen Thousand, Nine Hundred Thirty-One Dollars and Eighty-Six Cents, (\$117,931.86).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

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

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACT #4400027196.**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish the vehicle as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (2022 Ford F150 w/ XL Trim Specifications), Exhibit B (Customization Specifications – Lee Transport Equipment) and Exhibit C (Customization Specifications – West Chatham).

6. **MISCELLANEOUS**

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
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Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

- G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
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1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
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City of Columbia and Vic Bailey Ford Inc.

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

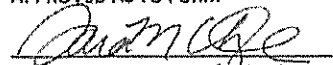
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

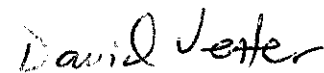
APPROVED AS TO FORM



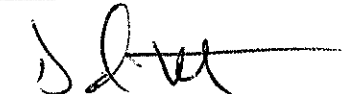
Legal Department City of Columbia, SC
1/19/2022

VIC BAILEY FORD, INC.

 SIGN HERE



Print



Signature

Date: 1-27-22

List of Exhibits

Exhibit A – Quote and Specification

Exhibit B – Customization Specification and Itemized Quote – Lee Transport

Exhibit C – Customization Specification and Itemized Quote – West Chatham

VIC BAILEY FORD

David Vetter 864.585.3600 or 800.922.1365

PU-4: 2022 FORD F150 4x2 EXTENDED CAB, PICK UP w/ XL TRIM

Contract #: 4400027196

Standard Equipment Included:

3.3L V-6 Engine

Automatic Transmission

A/C

AM/ FM Radio

6 1/2' Pick-Up Body

Power Windows and Door Locks

Power Steering

Power Brakes

Cruise Control

Vinyl 40/20/40 Front Bench Seat

Heavy Duty Vinyl Floor

Trailer Tow Package

SC STATE CONTRACT PRICE:**\$25,731.00**

IMF-Sales Tax

\$500.00

Bed Slide CargoGlide

\$1,595.00

91P 8-Way Power Driver's Seat

\$352.00

TOTAL SC STATE CONTRACT PRICE:**\$28,178.00****ADDITIONAL AVAILABLE FACTORY INSTALLED OPTIONS:****Additional Available Configurations:**

Super Cab 4x2 (Long Bed - 8' - Includes 2.7L EcoBoost Engine)

\$1,372.00

Super Cab 4x2 (Long Bed - 8' - Includes 5.0L Engine)

\$2,172.00

Super Cab 4x2 (Long Bed - 8' - Includes 3.5L EcoBoost Engine)

\$2,772.00

Super Cab 4x4 (Short Bed - 6.5')

\$2,934.00

Super Cab 4x4 (Long Bed - 8' - Includes 5.0L Engine)

\$5,394.00

Super Cab 4x4 (Long Bed - 8' - Includes 3.5L EcoBoost Engine)

\$5,993.00

NOTE: Super Cab and Extended Cab are the Same Configuration; Two Full Size Doors and Two Rear Swing Out Half Doors

Super Crew Cab 4x2 (Short Bed - 5.5')

\$2,439.00

Super Crew Cab 4x2 (Long Bed - 6.5' - w/ 2.7 EcoBoost Engine)

\$4,960.00

Super Crew Cab 4x2 (Long Bed - 6.5' - w/ 5.0L Engine)

\$5,760.00

Super Crew Cab 4x2 (Long Bed - 6.5' - w/ 3.5 EcoBoost Engine)

\$6,362.00

Super Crew Cab 4x4 (Short Bed - 5.5')

\$5,373.00

Super Crew Cab 4x4 (Long Bed - 6.5' - w/ 5.0L Engine)

\$9,724.00

Super Crew Cab 4x4 (Long Bed - 6.5' - w/ 3.5L EcoBoost Engine)

\$10,324.00

NOTE: Super Crew Cab Models Have Four Full Size Doors**Additional Available Optional Trim Upgrades:**

101A PEP Package (Super Cab Models)

\$886.00

101A PEP Package (Super Crew Cab Models)

\$696.00

Additional Available Factory Installed Options:

99P 2.7L V6 EcoBoost Engine (Not Available on Long Wheelbase 4x4 Models)

\$1,196.00

995 5.0L V8 Engine

\$1,998.00

998 3.5L EcoBoost Engine (Not Available on Short Wheelbase Regular Cab Models)

\$2,598.00

T7C LT245/75R17 All-Season Tires (Not Available on Regular Cab 6.5' Bed Models)

\$296.00

-85A Delete Power Windows and Door Locks (Extended Cab Models Only)

-\$924.00 (deduct)

-50S Delete Cruise Control

-\$178.00 (deduct)

-53B Delete Trailer Tow Package

-\$162.00 (deduct)

XXX Limited Slip Rear Axle

\$570.00

86A XL Chrome Appearance Package

\$776.00

53C Max Trailer Tow Package

Call for Pricing

18B Factory Installed Black Platform Running Boards

\$252.00

76R Reverse Sensing System

\$276.00

595 Fog Lamps

\$140.00

67T Trailer Brake Controller

\$276.00

53A Upgraded Trailer Tow Package (Includes Trailer Brake Controller)

\$886.00

655 36-Gallon Fuel Tank

\$446.00

524 SYNC 4

\$326.00

85H Back Up Alarm (Requires Fog Lamps)

\$146.00

17C Chrome Front and Rear Bumpers (Requires 595 Fog Lamps)

\$176.00

942 Daytime Running Lights

\$44.00

41H Engine Block Heater

\$90.00

627 Heavy- Duty Payload Package

Call for Pricing

50M Interior Work Surface

LEE TRANSPORT EQUIPMENT INC.

P.O. BOX 26, 1300 BLUFF R.D.

COLUMBIA, SOUTH CAROLINA 29202

PHONE# 803-799-7860 FAX 803-765-0535

TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

DAVID VETTER

Quote # CJD20211201_C

Date: 12/1/2021

Phone #

Fax#

PRICING:

Custom Quotation For:

VIC BAILEY FORD

CITY OF COLUMBIA SC FIRE DEPT

2022 FORD F150 w/ 6.5' BED

\$ -

FURNISH AND INSTALL ARE DCU23 ALUMINUM WORK CAP

\$ 2,295.00

PAINTED TO MATCH OEM COLOR

\$ 425.00

HATCHBACK ACCESS DOOR FOR THE REAR - REMOVE TAILGATE AND RETURN TO CUSTOMER

\$ 375.00

DARK GRAY HEADLINER COMPLETE INTERIOR

\$ 375.00

REAR ROPE LIGHT W/ PROP SWITCH

\$ 160.00

ENCLOSED TOOLBOX ON EACH SIDE (\$175.00/SIDE)

\$ 350.00

SHIPPING AND MOUNTING KIT

\$ 75.00

* STANDARD OPTION - SOLID SINGLE DOOR ON EACH SIDE WITH ss T-HANDLE LATCH

\$ -

no glass on any sides of cap

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Price good for 30 days.

Tax not included.

\$ -

Insurance: Customers chassis covered with primary coverage insurance while

Price: \$ 4,055.00

in the care and the custody of L.T.E. Product Liability insurance carried.

Special Discount: \$ -

Chassis:

C/A

Paint:

Net Price: \$ 4,055.00

Other Data:

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 4,055.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

C.J. Driggers

WEST CHATHAM WARNING DEVICES

131 Brookside Parkway Lexington, SC 29072

PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:**2208 Gamble Rd Savannah, GA 31405**

PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 8175

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
12/01/21	INSTALL	Origin	Net 30	
Purchase Order Number	Sales Person		Quote Expires	
	DENISE STEWART		01/03/22	
Quantity	Item Number	Description	Unit Price	Amount
		FORD F150 with installed WINCH BUMPER BUMPER*****		
1	WHE-GB2SP3	54" WHELEN LEGACY DUO *RED WHITE FRONT* RED AMBER REAR- FULL FLOOD	1695.00	1695.00
2		ADD 2 GBDLL	125.00	250.00
2	SOU-ENT2B3R	INTERSECTOR UNDER MIRROR RED SURFACE MT LIGHT	179.00	358.00
1	WHE-HHS4207	SIREN AMP WITH 21 PUSH BUTTONS AND SLIDE CONTROLLER CANCTL7/WECAN PORT NOT FOR USE W/CANEM16	532.80	532.80
2	WHE-SA315P	Speaker 100 watt mt brkt (sak*) not included	125.00	250.00
2	WHE-SAK1	SA315 Mt Kit Universal	0.00	0.00
4	WHE-TLI2D	ION T-SERIES LINEAR DUO R/W	99.00	396.00
1	WHE-DP4RCRC	DOMINATOR PLUS 4-LINZ6 RWRW FRONT FACING ON BUMPER REPLACES TLI2D	408.60	408.60
1	WHE-DBKT4	DOMINATOR ANGLE MOUNT BKT	15.60	15.60
4	WHE-TLIR	ION T-SERIES SURFACE MNT SUPER LED	85.20	340.80
4	WHE-TIONBKT1	ION T-SERIES UNIVERSAL MOUNT	9.00	36.00
2	WHE-WIONR	WIDE ANGLE ION RED 2 side doors	88.20	176.40
1	WHE-DPTAW8	8 lamp LINZ6, 6 light traffi	793.20	793.20

Thank You

WEST CHATHAM WARNING DEVICES

131 Brookside Parkway Lexington, SC 29072
 PHONE: (803)520-6637 FAX: (803)520-7292

Quote

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 2910 COLONIAL DRIVE
 COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
12/01/21	INSTALL	Origin	Net 30	
Purchase Order Number	Sales Person		Quote Expires	
	DENISE STEWART		01/03/22	
Quantity	Item Number	Description	Unit Price	Amount

Quote subtotal	13516.93
Sales tax @ 2.00000%	221.84
Sales tax @ 6.00000%	665.52
Quote total	14404.29

Pricing subject to Manufacture price increases

Thank You



PROCUREMENT SERVICES

2017.04.13.0001

Contract Search

[Help](#)

4400027196

Search

Clear

Show current active contracts only: ☒Show statewide contracts only: ☐Show minority businesses only: ☐

One Contract found.

Contract #	Bid Inv. #	Bid Invitation	Vendor Number	Vendor Name	Minority Status	Validity Start	Validity End
 4400027196	5400021774	STC FOR PICKUP TRUCKS	7000079092	VIC BAILEY FORD INC		11/01/2021	10/31/2023

This site includes all statewide term contracts available for use by all state agencies as well as contracts awarded by the Procurement Services Division on behalf of an individual agency.

Under state procurement law, individual agencies have authority to conduct some procurement activity, typically for smaller purchases. Currently many of these contracts are not part of this database because not all agencies have transitioned to the S.C. Enterprise Information System. If you cannot find the information your are seeking or have other questions, please call (803) 737-0600 for more information.

Public sector buyers are reminded that not all contracts listed on this site are available for all governmental entities.

For more information on state procurement laws and regulations, go to www.mmo.sc.gov/PS/PS-index.phtml

We respectfully request Council's approval for this purchase using the State Contract # 4400027196 Vendor, Vic Bailey Ford Inc., at the following cost.

Two Ford F150 Truck w/ XL Trim	
Base Price	\$ 81,388.00
Lee Transportation	\$ 8,110.00
West Chatham	\$ 27,033.86
SC State Taxes	\$ 1,000.00
Vendor Coordination Fee	\$ 400.00
PO Total	\$ 117,931.86

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.



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

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

REQUISITION NO.: R213747

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

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Motorola_Contract for Goods and Services (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR GOODS AND SERVICES

This Contract is being awarded under State Contract #4400021163.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Motorola, with legal address and principal place of business at 1460 Monroe Highway, Lancaster, SC 29720 (hereinafter referred to as the “Contractor”), to provide mobile radio (two-way) equipment and services.

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

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

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

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

A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of One Hundred Sixteen Thousand, Fifty-Three Dollars and Sixty-Eight Cents (\$116,053.68).

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

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

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

5. SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACT #4400021163

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

6. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
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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: _____

APPROVED AS TO FORM


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

MOTOROLA

SIGN HERE

Wayne Lynch
Print

Wayne Lynch
Signature
area sales manager

Date: 1-19-22

List of Exhibits

Exhibit A – Quote

Proposal**MOTOROLA**

TO: City of Columbia
Police Department

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

ATTN:

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
18	M25URS9PW1 N	APX6500-35 watts mobile incl:IV&D, GPS	\$2,129.04	\$38,322.72
18	Q806	Digital Operation	\$370.80	\$6,674.40
18	G51	Smartzone Operation	\$864.00	\$15,552.00
18	Q361	P25 Software	\$216.00	\$3,888.00
18	G72	APX O3 Control head	\$681.12	\$12,260.16
18	QA03399	Enhanced data	\$108.00	\$1,944.00
18	GA00580	TDMA capability	\$324.00	\$5,832.00
18	G444	Control Head software		
18	G67	Remote Mount	\$213.84	\$3,849.12
18	G174	3db gain low profile antenna	\$30.96	\$557.28
18	G90	No Microphone		
18	B18	add 7.5 watt auxillary speaker	\$43.20	\$777.60
18	QA01749	ASK software key		
18	G851	AES,DES,DES-XL,DES-OFB encryption	\$575.28	\$10,355.04
18	W969	Add Multi Key	\$237.60	\$4,276.80
18	G78	3 Year Essential service	\$176.00	\$3,168.00

		Equipment	\$107,457.12
		Taxes @ 8%	\$8,596.57
		Installation	
		Other	
		TOTAL	\$116,053.69
Terms:	net 30 days		
Shipment FOB	Origin		
Delivery	4 weeks		
Date	15-Dec-21		
State Contract #	4400021163		
B&Q #	19009		



PROCUREMENT SERVICES

Contract 4400021163

[Back to Initial Screen](#)

Validity Start 06/01/2018

Validity End 05/31/2023

Target Value \$ 30,000,000.00

Bid Invitation

Contract Notes

Vendor 7000007297

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

District LANCASTER

Telephone (803) 847-0657

Minority Status Not Applicable

E-mail

Fax Number

Vendor Contacts

2 Contacts found, displaying all Contacts.

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

Contract Items

One Item found.

Item Pricing

00001 Two way radios

Material Group: 72524 - frequency data communication equipment, radio (including identification equipment)

Agency: Statewide

[Back to Initial Screen](#)

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

Eighteen (18) Mobile Radio (two-way) Equipment and Services	
Base Price	\$ 107,457.11
SC State Taxes	\$ 8,596.56
PO Total	\$ 116,053.68

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.



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

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

REQUISITION NO.: R212743

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

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Contract (PDF)
- **#b:** Official Bid Tabulation (PDF)
- **#c:** BID005-21-22-LTD BID (PDF)
- **#d:** Grounds Maintenance Chart (PDF)

City of Columbia and Superior Lawn and Yard Maintenance
Grounds Maintenance for Columbia CWTP & Remote Sites

CONTRACT FOR SERVICES

This Contract is being awarded under procurement method BID005-21-22-LTD.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Superior Lawn & Yard Maintenance, with legal address and principal place of business at 51 Hidden Cove Point, Prosperity, SC 29127 (hereinafter referred to as the “Contractor”), to provide grounds maintenances for Columbia Canal Water Treatment Plant and remote sites.

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

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

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of seven (7) months and expires on June 30, 2022, with an option to renew four (4) additional one-year periods. All prices will remain in effect throughout term of any potentially awarded contract.

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

City of Columbia and Superior Lawn and Yard Maintenance
Grounds Maintenance for Columbia CWTP & Remote Sites

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

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

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

4. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract under the direction of the Columbia Canal Water Plant and Lake Murray Water Treatment Plant.

5. **COMPENSATION**

- A. The compensation to be paid by the City to the Contractor under this Agreement, for the initial seven (7) months of grounds maintenance services, shall not exceed Fifty-Two Thousand Five Hundred Dollars and Zero Cents (\$52,500.00). The compensation to be paid by the City to the Contractor under this Agreement, for the annual grounds maintenances services, shall not exceed One Hundred and Five Thousand Dollars and Zero Cents (\$105,000.00).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

City of Columbia and Superior Lawn and Yard Maintenance
Grounds Maintenance for Columbia CWTP & Remote Sites

6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID005-21-22-LTD

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

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. Original Solicitation and Addenda
2. This Contract
3. All applicable documents
4. Bidder's Response

7. MISCELLANEOUS

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

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

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

City of Columbia and Superior Lawn and Yard Maintenance
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- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

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

City of Columbia and Superior Lawn and Yard Maintenance
Grounds Maintenance for Columbia CWTP & Remote Sites

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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

City of Columbia and Superior Lawn and Yard Maintenance
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- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

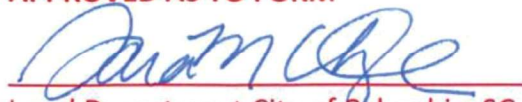
CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	

CONTRACTOR

_____	_____	Date: _____
Print	Signature	

APPROVED AS TO FORM



Legal Department City of Columbia, SC

11/5/2021

City of Columbia and Superior Lawn and Yard Maintenance
Grounds Maintenance for Columbia CWTP & Remote Sites

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Business Information Statement for Contractor

Exhibit C – Signed Conflict of Interest Statement

EXHIBIT A

STATEMENT of SERVICES

The Contractor shall furnish all grass cutting equipment, materials, and labor to provide ground maintenance services for all remote sites and one (1) water treatment plant. The remote sites are twenty-seven (27) water tanks, twenty-one (21) pump stations, and eighteen (18) pressure reducing valves sites. The cutting season for these services will begin July 1st and end on October 31st, and will resume March 1st through June 30th based on the City of Columbia's fiscal year. The season is for eight (8) months of the year.

1. The Contractor must complete an initial cleanup for all remote sites to include, but not limited to mow, clip and trim, clean up around the fences, bushes trim, and cut small trees.
2. The Contractor must provide a cutting schedule where all remote sites are mowed two (2) times per month, inside the entire fenced area and along the outside perimeter of the fence, in a neat manner. Clip and trim around all existing structures as closely as possible. Cut both sides and in front of the site to the road and/or right-a-way, where applicable. The remote sites' locations for Columbia Canal Water Treatment Plant are listed below.

Name	Address	Site Acreage
Water Tanks		
Ames Road	500 Beckman Road (off of Farrow Road)	0.15
Cushman	1900 Burton Street	0.80
Fairfield	5519 Fairfield Road	0.86
Fort Jackson North	5600 Forest Drive	0.91
Fort Jackson South	1800 Leesburg Road	1.10
Horseshoe	111 Horseshoe Circle (off Two Notch)	0.69
Lower Richland	1784 Ridge Road	0.33
Melrose	1522 Gladden Street	1.02
San Marco	Beside 1408 Lower Richland Blvd. & Ridge Rd.	0.74
Sandhill	900 North Spring Drive	1.75
Summit	622 Summit Avenue	0.36
Wales Garden	1625 Whaley Street Extension	0.28
Woodfield	1800 Faraway Drive	0.23
Pump Stations		
Ames Road	5800 Ames Road	0.06
Bitternut	929 Bitternut Road	0.04
Duke Fairfield	419 Summer Lea Drive	0.05
Harden Street	2201 Harden Street	0.21

Horseshoe	4301R Highland Park	0.24
Lower Richland	8600 Garners Ferry Road	0.10
Patterson Road	7320 Patterson Road (beside 7300)	0.17
Polo Road	840 Polo Road	0.21
Pontiac	9460 Two Notch Road	0.08
Sharpe Road	501 Sharpe Road	0.05
Pressure Reducing Valve Sites		
Atlas Road	1727 Atlas Road	0.03
Bluff Road	2020 Bluff Road	0.03
Hydrogen Fueling Station	335 Richland Street (cross Street-Williams)	0.87
Leesburg Road	3310 Leesburg Road (S. of Ft. Jackson)	0.10
Lower Richland	72502 Lower Richland Blvd.	0.03
Percival Road	3847 Percival Road	0.15
Rosewood Drive Extension	949 Rosewood Drive	0.03
South Belt Line	Shop Road & S. Beltline (cross from 2000R Beltline)	0.02
Two Notch Road	7120 Two Notch & Decker Blvd.	0.02

The remote sites' locations for Lake Murray Water Treatment Plant are listed below:

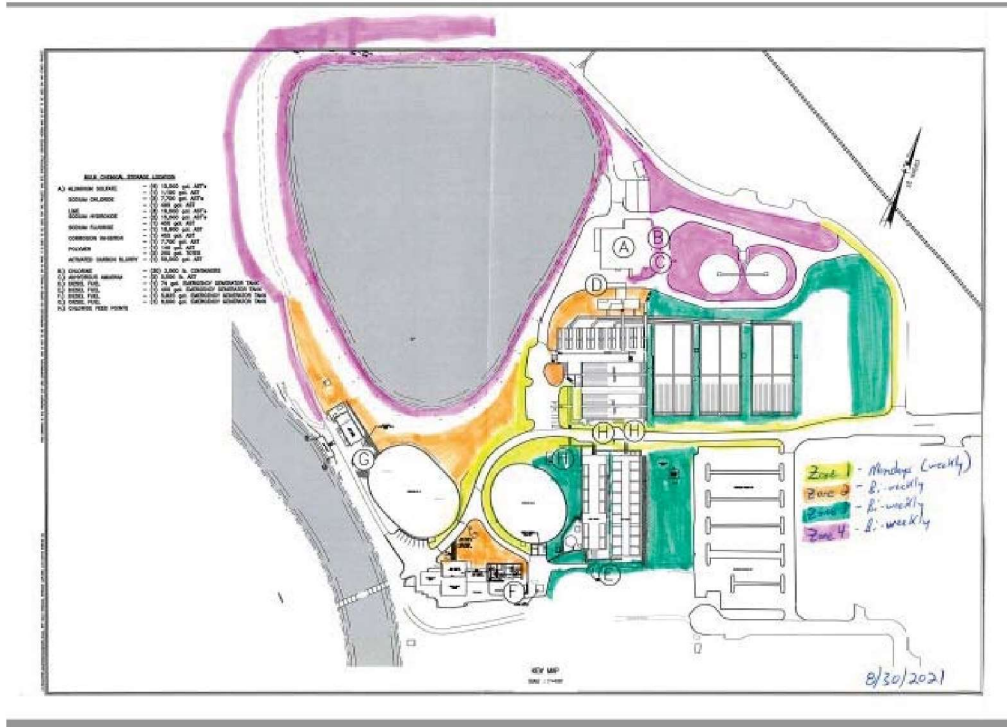
Name	Address	Site Acreage
Water Tanks		
Ballentine	10431 Broad River Road, Irmo	1.08
Bible College	7401 Monticello Road	0.15
Chapin	450 East Boundary Street, Chapin	0.75
Dubard	109 Brick Iron Road	1.34
Genstar	1201 Summit Parkway	0.91
Hobart	10661 Farrow Road, Blythewood	0.31
Rimer Pond	126 Rimer Road Pond	1.39
Sid Bickley	595 Sid Bickley Road	1.08
St. Andrews	131 Steward Road	1.79
St. James	7 Geology Circle	0.83
Upper Richland	824 Campground Road	0.94
Village of Sandhill	124 ½ Risdon Way	2.45
Winterwood Tank & PS	1244 Winterwood Road	0.84
Killian Tank	264 Killian Road	1.13
Pump Stations		
Bible College	6508 Monticello Road	0.01
Chapin	11649 Broad River Road (29036-8549)	0.75
Coldstream	Corner West Cot and St. Andrews, Irmo	0.06
Free Hope	703 North Pines Road	0.13
Heyward Brockington	2068 Heyward Brockington Road	0.21

Hobart	601 Killian Road & Farrow Road	0.13
Hwy 555	9030 Highway 555 & Flintlake	0.05
Monticello Road	Near 9100 Monticello Rd. x Taylors Chapel	1.03
North Bible College	Near 7801 Monticello Rd. (cross from 7840)	0.43
Upper Richland	300 Campground Road	0.05
White Rock	1821 Dutch Fork Road	0.17
Pressure Reducing Valve Sites		
Archers Lane	850 Archers Lane (cross from Treeslope Ct.)	0.11
Bush River Road	Near intersection of Coldstream Drive	0.05
Crane Church Road	1217 Crane Church Road	0.12
Hollingshed PRV	2023 Hollingshed Road	0.03
I-26 & Highway 60	Behind 190 Parkridge Drive (Providence Ext.)	0.03
Kennerly Road	1556 Kennerly Road	0.19
Lykes Ln.	1112 Lykes Lane	0.05
Wilson Blvd	9509 Wilson Blvd.	0.07
Coldstream PRV	Off Coldstream Drive	0.02

3. The Contractor will provide ground maintenance services to Columbia Canal Water Treatment Plant located at 300 Laurel Street, Columbia, SC 29201.
4. The grass must be moved in a neat manner, clipped and trimmed around all existing structures as closely as possible. The Contractor must mow the grass based on the following schedule:
 - a. Zone 1 – weekly
 - b. Zone 2, 3, and 4 – biweekly (every two (2) weeks)

The site map is attached below.

Space Intentionally Left Blank



5. The debris (limps, trash, etc.) must be disposed of by the Contractor.
6. No structures are to be entered, and no equipment is to be disturbed on any site.
7. A key will be provided to the Contractor for gates. The Contractor must lock the gates following the completion of mowing.
8. The Contractor will apply herbicide around building foundations, structures, fence lines and rock lined swells as needed. Also, the Contractor must have a current Pesticide/Herbicide Treatment Certification.
9. The Contractor must trim back and maintain ten (10) feet clearance above the fence at the remote sites.
10. The Contractor must be maintained shrubbery evenly four (4) above ground level at the following locations: Ballentine Tank, Killian Road Tank, Genstar Tank, Rimer Pond Tank, Chapin Pump Station, Monticello Road Pump Station, and Wilson Road Pressure Reducing Valve (PRV) site.
11. The maintenance will be checked weekly by on-call personnel or plant personnel to make sure the job is satisfactory before payment will be made.

EXHIBIT B

APPENDIX - PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: Superior Lawn & Yard Maintenance

Headquarters Address: 51 Hidden Cove Pt
Prosperity, SC 29127

Local Office Address, if applicable: 2804 Laphart Rd
West Columbia, SC 29069

Phone No.: (804) 301-3445 Fax No.: NA

Email address: PatonR45@gmail.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 46-1276171

DUNS Number: 051042981

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes ☐ or No ☒

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes ☐ or No ☒

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

*Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid response being deemed non-responsive or bidder/Offeror deemed non-responsive.

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: Rick Paton, President

Phone Number: (804) 301-3445

Form Completed by:

[Signature]
Authorized Signature

10/5/21
Date

EXHIBIT C

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, Rick Paton (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's Subcontractor(s), nor does Offeror or Offeror's Subcontractors have any interest that

would conflict in any manner or degree with the performance related to this Solicitation or Agreement.

4. I warrant that I and my Subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or Subcontractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my Subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or Subcontractors may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
6. I have complied with the following:

"No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration. All questions must be directed to the Procurement/Contracting Officer for this solicitation, listed on the cover page."

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.
Please check only one box below.

☒ **No known actual or potential Conflicts of Interest are subject to disclosure.**

☐ ☐ **All identified actual or potential Conflicts of Interest and/or Unfair**

Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or Subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or Subcontractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my Subcontractors that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or Subcontractors participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
9. **Has anyone in your company been privy to any information regarding this solicitation prior to the release date of the solicitation? If so, please explain.**

2.

10. Prior to the solicitation release date, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?

Company Name: Superior Lawn & Yard Maintenance LLC

By: Rick Paton

Print Name: Rick Paton

Title: President

Date: 10/5/21

Subscribed and sworn to before me

this 5 day of October, 20 21

Liliana Y. Austin
(Notary Public)

My commission expires July 26 2028



Event Number	BID005-21-22-LTD Addendum 1	Organization	City of Columbia, SC
Event Title	Grounds Maintenance for Columbia CWTP	Workgroup	Purchasing
Event Description	A Non-Mandatory, but highly recommended	Event Owner	LaToyia Davis
Event Type	IFBs	Email	latoyia.davis@columbiasc.gov
Issue Date	9/9/2021 05:00:11 PM (ET)	Phone	
Close Date	10/5/2021 03:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Superior Lawn and Yard Maintenance	Prosperity	SC	10/5/2021 02:30:37 PM (ET)	3	\$52,500.00
WeedWackers Lawn Care and Landscaping	Bishopville	SC	10/5/2021 12:36:39 PM (ET)	3	\$72,370.40

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

Official Bid Tabulation

**Submit Responses Online using the City of
Columbia's online bidding system,
<https://columbiasc.ionwave.net>
Phone Number: (803)545-3470**

**CITY OF COLUMBIA
INVITATION TO BID
BIDDER ACKNOWLEDGEMENT**

Date: September 9, 2021	Bids will be opened at 3:00 P.M. ET on October 5, 2021 and may not be withdrawn within 60 days after such date and time.	Bid No: BID005-21-22-LTD
Bid Title: Grounds Maintenance for Columbia CWTP & Remote Sites		Reason For No Bid:
Vendor Name:		
Vendor Mailing Address:		
City-State-Zip:		
Telephone No:		
Fax No:		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		
		AUTHORIZED SIGNATURE (MANUAL)
		AUTHORIZED SIGNATURE/TITLE (TYPED)
		E-MAIL ADDRESS
General Conditions		
Electronic Bids: All bids must be submitted using the eBidcolumbiase System. Bids not submitted on the eBidcolumbiase system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.		
1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.		
2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiase and explain the reason in the space provided for comments.		
3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiase. Bid tabulations will not be provided by telephone.		
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges. A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate. E. Invoicing & Payment: The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.		
5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.		

General Conditions Continued

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision

7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Department of Procurement & Contracts for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.

11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Department of Procurement & Contracts, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting Vendor. Any violation of these stipulations may also result in:

- A. Suppliers name being removed from the Department of Procurement & Contracts' vendor mailing list.
- B. All City divisions being advised not to do business with the supplier without written approval from the Department of Procurement & Contracts until such time as the supplier reimburses the City for all reprocurement and cover costs.

12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.

15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

16. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

17. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

18. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.

19. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.

20. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

21. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

22. If this invitation for bid is for professional services to be rendered by the Vendor/Contractor/ Consultant, the Addendum to the Invitation for Bid for Professional Services shall apply as if fully set forth herein verbatim.

23. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, Vendor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, Vendor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

24. By submitting a bid to the City, the bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the bidder and its subcontractor(s), or (b) that the bidder and its subcontractor(s) are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors' language requiring its subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors' language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.gov/procurement-contracts/rules-regulations

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Orangeburg-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference, you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using eBidcolumbiasc. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, and Saluda.

An overview is available at www.columbiascwater.net/business-resources/local-business-enterprise-program/

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I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Apparent Low Bidder: The label used for a bidder that has been determined to have provided the lowest price in a bid or quote, prior to determination of whether the bid is responsive and from a responsible bidder.

Assignment: Legal transfer of a claim, right, interest or property.

Bid: The response submitted by a bidder to an Invitation for Bids (IFB).

- See also Solicitation

Bidder: A person or entity who submits a bid in response to an Invitation for Bids (IFB), Invitation to Tender (ITT), or other formal solicitation type where price is the primary factor in the evaluation process for award determination.

Capability: The ability of a bidder to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the “Owner” or “Utility”

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Functional Specification: A specification setting forth the results required from the supply or service.

Internal Control: A procedure or policy put in place by management to safeguard assets, promote accountability, increase [efficiency](#), and stop fraudulent behavior.

Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids. *Also known as Invitation to Bid (ITB).*

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Offeror: The person/entity who submits a proposal in response to an Invitation to BID (IFB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this IFB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the buyer with potential Bidders/Offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Third Party: Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd Floor
COLUMBIA, S.C. 29201

INVITATION FOR BID (IFB)

II. GENERAL INFORMATION

Sealed bids for Grounds Maintenance for Columbia CWTP & Remote Sites are subject to the conditions, and all provisions, etc., set forth herein and attached, and will be received electronically using eBidcolumbiasc until 3:00 PM (ET), October 5, 2021 then publicly opened and read.

The initial contract term is anticipated to begin November 2021, and expires on June 30, 2022, with an option to renew for four (4) additional one-year periods. The total contract term shall not exceed five (5) years. All prices will remain in effect throughout the term of any potentially awarded contract.

The commodity must be furnished as described, specified and delivered to the location listed on pages 13, 14, and 15. All bid prices must include cost of transportation to the required destination.

Bid No. **BID005-21-22-LTD**

By: La'Toyia Davis, Buyer
 La'Toyia Davis

**QUANTITIES /COMMODITIES,
OR SERVICES**

**UNIT PRICE
DOLLAR CENTS***

Services:

Total*

Lot 1: Grounds Maintenance for Canal Water Treatment Plant Remote Sites.

Total Combined Cost \$ _____

Lot 2: Grounds Maintenance for Lake Murray Water Treatment Plant Remote Sites.

Total Combined Cost \$ _____

Lot 3: Grounds Maintenance for Columbia Canal Water Treatment Plant.

Total Combined Cost \$ _____

*Price is to be entered onto eBidcolumbiasc at <https://columbiasc.ionwave.net>.

DO NOT include the sales tax in the bid price.

A Non-Mandatory, but highly recommended, Pre-Bid meeting will be held virtually via a Zoom meeting on September 15, 2021 at 11:00 AM (ET).

The instructions for the Pre-Bid Meeting are below:

LaToyia Davis is inviting you to a scheduled Zoom meeting.

Topic: BID005-21-22-LTD Pre-Bid Meeting

Time: Sep 15, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83002429876?pwd=ejVDc0dQZlhUSTNKMStPbDM0bGVYdz09>

Meeting ID: 830 0242 9876

Passcode: 4Xj9CN

One tap mobile

+19292056099,,83002429876#,,, *430930# US (New York)

+13017158592,,83002429876#,,, *430930# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 830 0242 9876

Passcode: 430930

Find your local number: <https://us02web.zoom.us/j/kdVw6FCUqN>

Each participant attending the pre-bid meeting will need to email your name, organization you are representing, telephone number and email address to LaToyia.Davis@columbiasc.gov and copy procurement@columbiasc.gov, at least an one (1) hour prior to the start of the meeting.

A mandatory site visit will begin on September 21, 2021 at 9:00 AM (ET) at the City of Columbia, Columbia Canal Water Treatment Plant, 300 Laurel Street, Columbia, SC 29201. The guided site visit should be completed in two (2) days.

Last day for questions is September 28, 2021 at 12:00 PM (ET) and must be submitted using eBidcolumbiasc.

The Bid Opening will be held on October 5, 2021 at 3:00 PM (ET). No late bids will be accepted. The bid opening will be conducted via conference call. Please call 1-888-557-8511 and then enter the access code 3326299# when prompted to participate.

It is the intention of the City to award by lot to the lowest responsive and responsible vendor.

Schedule of Events

Invitation to Bid issued	September 9, 2021 5:00 PM (ET)
Pre-Bid Meeting	September 15, 2021 11:00 AM (ET)
Mandatory Site Visit	September 21, 2021 9:00 AM (ET)
Last Day for Questions	September 28, 2021 12:00 PM (ET)
Invitation to Bid Opening	October 5, 2021 3:00 PM (ET)
Intent to Award (Tentative)	October 8, 2021
City Council Approval (Tentative)	October 19, 2021

**All dates after opening are tentative*

III. SCOPE of SERVICES

The City of Columbia is seeking bids from qualified contractors to provide grounds maintenance services for the Columbia Canal Water Treatment Plant Remote Sites, Lake Murray Water Treatment Plant Remote Sites, and the Columbia Canal Water Treatment Plant (CWTP). The contractor(s) shall furnish all labor and materials to provide ground maintenance services for twenty-seven (27) water tanks, twenty-one (21) pump stations, and eighteen (18) pressure reducing valves sites, and one (1) water treatment plant. Successful Bidders must have a minimum of five (5) years commercial experience working on a project of this size or larger by provide three (3) references.

GROUND MAINTENANCE SPECIFICATIONS FOR THE WATER TANKS, PUMP STATIONS AND PRESSURE REDUCING VALVE REMOTE SITES :

1. All grass cutting equipment, materials, and labor shall be furnished by the Contractor.

2. The Contractor must complete an initial cleanup for all remote sites to include, but not limited to mow, clip and trim, clean up around the fences, bushes trim, and cut small trees.
3. The Contractor must provide a cutting schedule where all sites are mowed two times (2) per month, inside the entire fenced area and along the outside perimeter of the fence, in a neat manner. Clip and trim around all existing structures as closely as possible. Cut both sides and in front of the site to the road and/or right way, where applicable.
4. The cutting season will begin July 1st and end on October 31st, and will resume March 1st through June 30th based on the City of Columbia's fiscal year. The cutting season is a duration of eight (8) months.
5. The debris (limbs, trash, etc.) shall be disposed of by the Contractor.
6. No structures are to be entered, and no equipment is to be disturbed on the site.
7. A key will be provided to the Contractor for gates. Gates are to be locked following the completion of mowing.
8. Apply herbicide around building foundations, structures, fence lines, and rock lined swells as needed. The Contractor must have a current Pesticide/Herbicide Treatment Certification, and submit the certification with the bid.
9. All limbs extending over the fence line must be trimmed back and clearance maintained ten (10) feet above the fence.
10. Shrubbery at the following locations must be maintained evenly four (4) feet above ground level: Ballentine Tank, Killian Road Tank, Genstar Tank, Rimer Pond Tank, Chapin Pump Station, Monticello Road Pump Station, and Wilson Road Pressure Reducing Valve (PRV) site.
11. The maintenance will be checked weekly by the on-call personnel to make sure the job is satisfactory before payment will be made. Payment will be made for sites that have been cut.
12. Payment shall be made monthly for the preceding month's services.

**GROUND MAINTENANCE SPECIFICATIONS FOR COLUMBIA CANAL
WATER TREATMENT PLANT SITE:**

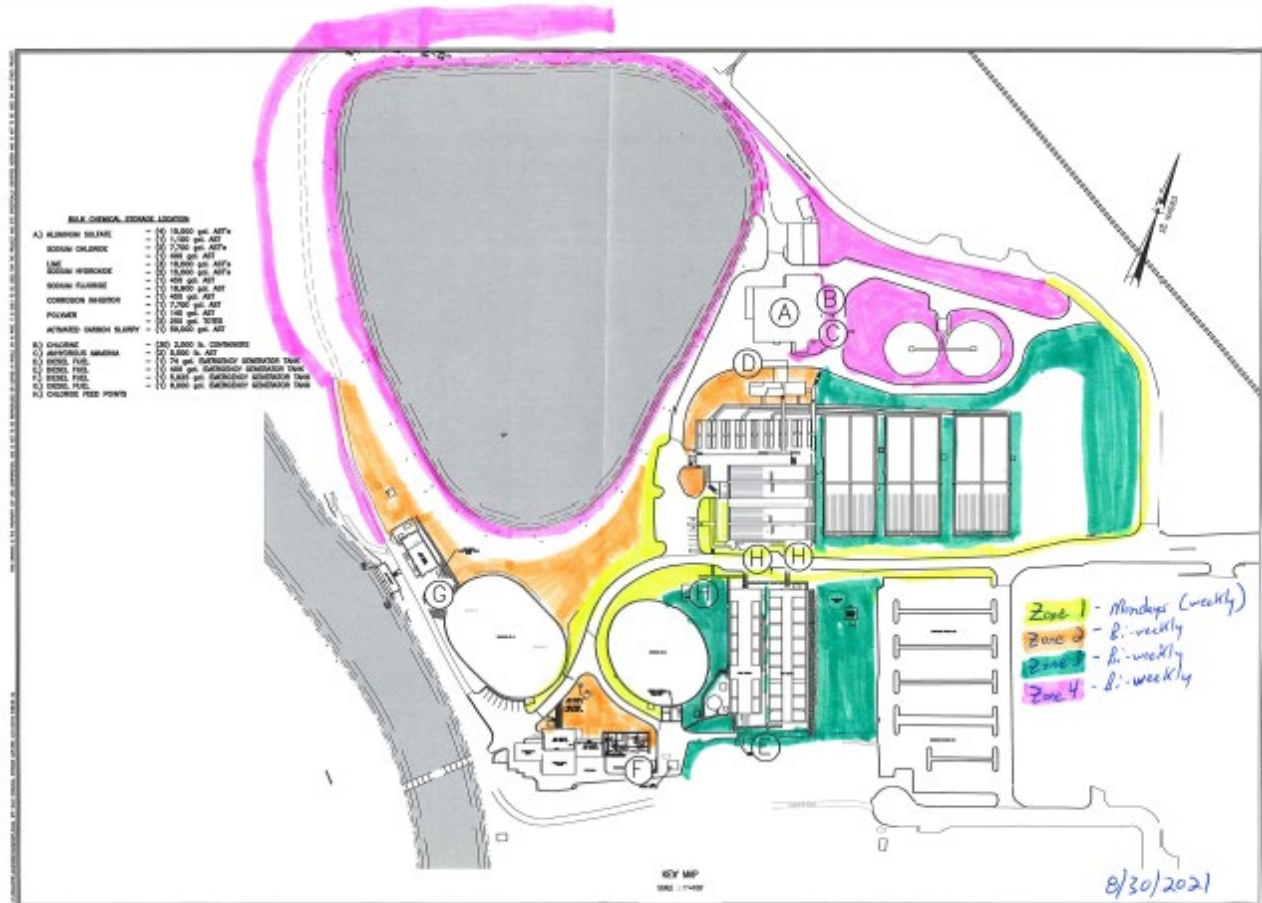
1. The Columbia Canal Water Treatment Plant is located at 300 Laurel Street, Columbia, SC 29201.
2. All grass cutting equipment, materials, and labor shall be furnished by the Contractor.
3. The grass must be mowed in a neat manner, clipped and trimmed around all existing structures as closely as possible. The grass must be mowed based on the following schedule:
 - a. Zone 1- weekly on Mondays
 - b. Zone 2, 3, and 4 – biweekly (every two (2) weeks)

Please see the site map below.

4. The cutting season will begin July 1st and end on October 31st, and will resume March 1st through June 30th based on the City of Columbia's fiscal year. The cutting season is a duration of eight (8) months.
5. The debris (limbs, trash, etc.) must be disposed of by the Contractor.
6. No structures are to be entered, and no equipment is to be disturbed on the plant site.
7. Apply herbicide around building foundations, structures, fence lines, and rock lined swells as needed. The Contractor must have a current Pesticide/Herbicide Treatment Certification, and submit the certification with the bid.
8. Grass will be checked each week by plant personnel to make sure the job is satisfactory before payment will be made. Payment will be made only for the zones that have been cut.

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Site Map



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Lot-1 Cost Sheet Grounds Maintenance for Columbia Canal Water Treatment Plant Remote Sites***This sheet must be submitted back with your response.***

REMOTE SITES FOR COLUMBIA CANAL WATER TREATMENT PLANT				
Name	Address	Site Acreage	Initial Cleanup	Monthly Cost
Water Tanks				
Ames Road	500 Beckman Road (off of Farrow Road)	0.15		
Cushman	1900 Burton Street	0.80		
Fairfield	5519 Fairfield Road	0.86		
Fort Jackson North	5600 Forest Drive	0.91		
Fort Jackson South	1800 Leesburg Road	1.10		
Horseshoe	111 Horseshoe Circle (off Two Notch)	0.69		
Lower Richland	1784 Ridge Road	0.33		
Melrose	1522 Gladden Street	1.02		
San Marco	Beside 1408 Lower Richland Blvd. & Ridge Road	0.74		
Sandhill	900 North Spring Drive	1.75		
Summit	622 Summit Avenue	0.36		
Wales Garden	1625 Whaley Street Extension	0.28		
Woodfield	1800 Faraway Drive	0.23		
Pump Stations				
Ames Road	5800 Ames Road	0.06		
Bitternut	929 Bitternut Road	0.04		
Duke Fairfield	419 Summer Lea Drive	0.05		
Harden Street	2201 Harden Street	0.21		
Horseshoe	4301R Highland Park	0.24		
Lower Richland	8600 Garners Ferry Rd	0.10		
Patterson Road	7320 Patterson Road (beside 7300)	0.17		
Polo Road	840 Polo Road	0.21		
Pontiac	9460 Two Notch Road	0.08		
Sharpe Road	501 Sharpe Road	0.05		
Pressure Reducing Valve Sites				
Atlas Road	1727 Atlas Rd	0.03		
Bluff Road	2020 Bluff Road	0.03		
Hydrogen Fueling Station	335 Richland Street (cross Street-Williams)	0.87		
Leesburg Road	3310 Leesburg Road (S. of Ft. Jackson)	0.10		
Lower Richland	72502 Lower Richland Blvd	0.03		
Percival Road	3847 Percival Road	0.15		
Rosewood Drive Extension	949 Rosewood Drive	0.03		
South Belt Line	Shop Rd. & S. Beltline (cross from. 2000R Beltline)	0.02		
Two Notch Road	7120 Two Notch & Decker Bl	0.02		
Subtotal				
*Total Combined Cost			*	
This amount should be submitted to eBidcolumbiasc and page 7				

Lot-2 Cost Sheet Grounds Maintenance for Lake Murray Water Treatment Plant Remote Sites***This sheet must be submitted back with your response.***

REMOTE SITES FOR LAKE MURRAY WATER TREATMENT PLANT				
Name	Address	Site Acreage	Initial Cleanup	Monthly Cost
Water Tanks				
Ballentine	10431 Broad River Road, Irmo	1.08		
Bible College	7401 Monticello Road	0.15		
Chapin	450 East Boundary Street, Chapin	0.75		
Dubard	109 Brick Iron Road	1.34		
Genstar	1201 Summit Parkway	0.91		
Hobart	10661 Farrow Road, Blythewood	0.31		
Rimer Pond	126 Rimer Pond Road	1.39		
Sid Bickley	595 Sid Bickley Road	1.08		
St. Andrews	131 Steward Road	1.79		
St. James	7 Geology Circle	0.83		
Upper Richland	824 Campground Road	0.94		
Village of Sandhill	124 ½ Risdon Way	2.45		
Winterwood Tank and PS	1244 Winterwood Road	0.84		
Killian Tank	264 Killian Road	1.13		
Pump Stations				
Bible College	6508 Monticello Road	0.01		
Chapin	11649 Broad River Road. (29036-8549)	0.75		
Coldstream	Corner West Cot and St. Andrews, Irmo	0.06		
Free Hope	703 North Pines Road	0.13		
Heyward Brockington	2068 Heyward Brockington Road	0.21		
Hobart	601 Killian Road & Farrow Road	0.13		
Hwy 555	9030 Highway 555 & Flintlake	0.05		
Monticello Road	Near 9100 Monticello Rd x Taylors Chapel	1.03		
North Bible College	Near 7801 Monticello Road (cross from 7840)	0.43		
Upper Richland	300 Campground Road	0.05		
White Rock	1821 Dutch Fork Road	0.17		
Pressure Reducing Valve Sites				
Archers Lane	850 Archers Lane (cross from Treeslope Court)	0.11		
Bush River Road	Near intersection of Coldstream Drive	0.05		
Crane Church Road	1217 Crane Church Road	0.12		
Hollingshed PRV	2023 Hollingshed Road	0.03		
I-26 and Highway 60	Behind 190 Parkridge Drive (Providence Ext.)	0.03		
Kennerly Road	1556 Kennerly Road	0.19		
Lykes Ln	1112 Lykes Lane	0.05		
Wilson Blvd	9509 Wilson Blvd	0.07		
Coldstream PRV	Off Coldstream Drive	0.02		
<u>Subtotal</u>				
*Total Combined Cost			*	
This amount should be submitted to eBidcolumbiasc and page 7				

Lot-3 Cost Sheet Grounds Maintenance for Columbia Canal Water Treatment Plant***This sheet must be submitted back with your response.***

COLUMBIA CANAL WATER TREATMENT PLANT, 300 LAUREL STREET, COLUMBIA, SC 29201		
Zone Number	Frequency	Monthly Cost
Zone 1	Every Monday	
Zone 2	Biweekly	
Zone 3	Biweekly	
Zone 4	Biweekly	
*Total Combined Total		*
This amount should be submitted to eBidcolumbiasc and page 7		

GENERAL INSTRUCTIONS

1. The services must be furnished as described and specified to each location.
2. Bidders must submit pricing on eBidcolumbiasc located at <https://columbiasc.ionwave.net>.
3. All literature, specifications, and addendums must be obtained at eBidcolumbiasc.
4. Bid pricing will be all inclusive. No other cost or charges will be accepted.
5. By submitting a bid, it certifies that the Bidder meets the City of Columbia's specification as outlined in this document.
6. Upon issuing a thirty (30) day written notice or right to cure letter, the City of Columbia reserves the right to cancel for cause any subsequent award made under the terms of this solicitation due to a breach of contract.
7. Questions should be submitted to eBidcolumbiasc by September 28, 2021 at 12:00 PM (ET).
8. Elaboration, Assumptions and Clarification:
If you make assumptions about the meaning or accuracy of information contained herein, you should ask for clarification of the assumptions in a timely manner. If you do not ask questions or seek clarification for any assumptions, the City will assume that you are in full agreement with and fully understand the requirements outlined in the IFB. Any clarification of assumptions and/or exceptions to the terms, conditions, provisions, and requirements, etc., **must be submitted in writing to the City and must be received prior to the last day/time for all questions**, for the City to further elaborate on any part of the solicitation. If this information is not received prior to the deadline stated for questions and answers, the City will assume that any Contractor, Consultant and or vendor that responds to this IFB fully accepts all of the IFB terms, conditions, and requirements stated herein.
9. Discussions
No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

10. Dun and Bradstreet Number

Bidder must provide a DUNS number and business must be in good standing in the System of Award Management (SAM.gov) throughout the term of the award and any potential extensions or renewals.

SPECIAL INSTRUCTIONS**FAILURE TO COMPLY WITH ANY OF THE FOLLOWING MAY RESULT IN REJECTION OF
BID**

1. The Local Business Enterprise (LBE) Preference Program shall apply for this procurement. Please see Exhibits for further information.

IV. MANDATORY RESPONSE AND SUBMITTAL REQUIREMENTS

Bids must be submitted electronically through eBidcolumbiasc. Submitted bids shall include the following or MAY be deemed nonresponsive:

1. Signed Cover Sheet (page 1), page 7, 13, 14, and 15 of this solicitation.**2. Licenses and Certification**

- a. All Bidders must possess a valid and current State of South Carolina Business License and a City of Columbia Business License. A copy of your licenses must be submitted with your bid or you will be found non-responsive.
- b. All Bidders must possess a valid and current Pesticide/Herbicide Treatment Certification. A copy of your certification must be submitted with your bid or you will be found non-responsive.

3. Past Performance of Similar Projects.

- a. The Respondent must provide Appendix - Reference Questionnaire, to at least three (3) references for similar work within the past five (5) years. A questionnaire may be provided to The City of Columbia that can be used as a third reference, if applicable. References should be specific to a project managed by the proposed project manager. Reference information should be current and include complete contact information (company name, contact person's name and signature, address, direct phone number and e-mail address) for individuals with knowledge of the Respondent's completed work on projects that are substantially similar to the services outlined in this IFB. The questionnaire must be completed and returned by the company (individual) providing the reference to LaToyia.Davis@columbiasc.gov no later than October 5, 2021 at 3:00 P.M. (ET).

4. The following required forms must be included in submittals:

- a. Non-collusion Affidavit (Appendix)
- b. Organizational Conflict of Interest Affidavit (Appendix)
- c. Small, Women, and Minority Business Enterprise Objectives (Appendix)
- d. Business Information Statement for Prime (Appendix)
- e. Business Information Record for Subconsultants/Subcontractors (Appendix)
- f. Litigation and Claim History (Appendix)

5. The following optional form can be included in submittals:

- a. Local Business Enterprise (LBE) Qualification Statement *“Must return the form that has been signed by City of Columbia Office of Business Opportunities to be considered.”*

V. TERMS AND CONDITIONS FOR BID005-21-22-LTD

- A. **Time for Receiving Bids** - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.
- B. **Withdrawal of Bids** - Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. **Bidders on Conference Call** - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.
- D. **Alternate Bids** - Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.
- E. **Ambiguous Bids** - Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.
- F. **Bid Opening Delay**- If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see W. Force Majeure.]
- G. **Sales Tax and/or Use Tax (April 2019)**

Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance with the SC Department of Revenue Sales and Use Tax Manual. Please also see Invoicing Procedures.

- H. **Assignments** - No contract may be assigned, sublet, or transferred without a written consent of the purchaser.
- I. **Manufacturers Brochures and Specifications Data** - Bidders shall submit manufacturers brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.
- J. **Default** - In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting Contractor shall be considered until the assessed charges have been satisfied.
- K. **Venue** - Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.
- L. **Exceptions** - Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", by the bid question deadline, and agreed to in writing by the City of Columbia.
- M. **Insurance** - The Bidder shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
- 1) All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the Vendor and shall not contribute to it.
 - 2) Insurance shall be obtained for not less than the limits liability as specified by these instructions.
 - 3) The Vendor shall include all sub-contractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions or the contractor.

4) Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, 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.

5) Worker Compensation Insurance - The Vendor shall procure and shall maintain during the life of this contract, \$500,000.00, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the Vendor shall require the subcontractor 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 Vendors Worker Compensation Insurance.

The Vendor 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 contract.

6) Liability Insurance - The Vendor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Vendor, his agents, or representatives, employees or Subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows, if applicable:

- a) Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- c) Excess Liability Insurance: An excess liability policy naming the Vendor or other person who will be performing the activity as insured and also naming the City of Columbia as an additional insured in an amount no less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy).

7) The Vendor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the Vendor allow any subcontractors to commence work on this contract until all similar insurance required of the subcontractor has been obtained and approved.

- N. Bonding, Licenses, Permits, and Taxes - It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work.

All costs for required bonding, permits, licenses and taxes shall be borne by respondent. Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages of loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

- O. **Familiarity with Conditions and Site** - Bidders or their authorized agents are expected to examine the work site, drawings, specifications and terms and conditions pertaining to the contract. Failure to do so will be at the bidders own risk, and he cannot seek relief on the plea of error in the field.
- P. **Indemnification** - The Vendor will indemnify and hold harmless the Owner and/or its agent and employees from and against all claims, damages, losses, liabilities and expenses, including attorney's fees arising out of resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Vendor will also agree to promptly notify the City of any civil or criminal actions filed against the respondent 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. 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. All responses to Invitation for Bid should be made on forms provided with bid package.
- Q. **Invoicing & Payment** -The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.
- R. **Protest Procedures**
1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
 2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in

this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.

3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
 4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
 6. Request for review. The request for a review shall not stay the contract unless fraudulent.
- S. **Termination** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.
- In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Vendor prior to the date of termination of the agreement. The Vendor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.
- T. **Force Majeure** - Neither the City nor the Vendor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the Vendor, and without the fault or negligence of either of them.

U. **Non-Discrimination in Contracting Policy (January 2020)** – In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws (“protected characteristics”). The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, 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, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Contractor shall incorporate these non-discrimination requirements in all subcontracts for service work.

V. **Ethics**- The Vendor 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.

W. **Breach/Waiver**

The failure of either the respondent or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

X. **Severability**

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

Y. **Successorship**

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

AA. **State Law Applicable**

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent 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 respondent.

BB. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

CC. Term of Contract

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 renewal of the initial term or any additional term. The determination to extend the initial term and any subsequent renewal periods may be made no later than 90 days prior to the end date of each period.

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VI. APPENDICES, EXHIBITS and ATTACHMENTS

Appendices

Reference Questionnaire

Non-Collusion Affidavit

Organizational Conflict of Interest Affidavit

Small, Women, and Minority Business Enterprise Objectives

Business Information Statement for Prime

Business Information Record for Subconsultants/Subcontractors

Litigation and Claim History

Exhibits

Local Business Enterprise (LBE) Policy

Local Business Enterprise (LBE) Qualification Statement (Sample)

Non-Discrimination in Contracting Policy

Contract of Services (Sample)

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City of Columbia Holiday Schedule



The following is the Holiday schedule for calendar year 2021

Holiday – 2021	*Official & Designated Day–Date - 2021
New Year's Day	Friday – January 1, 2021
Martin Luther King, Jr. Day	Monday – January 18, 2021
Friday before Easter	Friday – April 2, 2021
Memorial Day	Monday – May 31, 2021
Juneteenth	Friday – June 18, 2021
Independence Day	Monday – July 5, 2021
Labor Day	Monday – September 6, 2021
Thanksgiving Day	Thursday – November 25, 2021
Day After Thanksgiving Day	Friday – November 26, 2021
Day in conjunction with Christmas	Friday – December 24, 2021
Monday After Christmas Day	Monday – December 27, 2021

APPENDIX - REFERENCE QUESTIONNAIRE

Instructions: Respondents will complete the top section of the reference questionnaire and supply to their Reference to complete.

Past Performance Survey of: _____
(Name of Company)

(Name of Individual)

Instructions: References will complete the following section about the Respondent and return this form directly to the City of Columbia. Please email the completed survey to La'Toyia T. Davis at LaToyia.Davis@columbiasc.gov by **October 5, 2021 at 3:00 PM. Thank you for your time and effort in assisting the City of Columbia in this important endeavor.**

The City of Columbia is collecting past performance information on contractors and their key personnel. The information will be used to assist the City in the selection of contractors to perform wet well cleaning work. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Reference Name: _____ Date/Year of Project: _____

Reference Phone: _____ Reference Email: _____

Project Name: _____

Project Description: _____

Acreage Maintained: _____

NO	CRITERIA	UNIT	RATING
1.	Ability to meet customer expectations	(1-10)	_____
2.	Ability to maintain project schedule (completed on time or early)	(1-10)	_____
3.	Ability to manage project costs (minimal change orders)	(1-10)	_____
4.	Ability to identify and minimize the users risk	(1-10)	_____
5.	Ability to increase value	(1-10)	_____
6.	Coordination of activities and documentation	(1-10)	_____
7.	Accessibility and communication	(1-10)	_____
8.	Leadership ability (minimize the need of owner direction)	(1-10)	_____
9.	Your comfort level in hiring the firm/individual again based on performance	(1-10)	_____
10.	Overall customer satisfaction	(1-10)	_____

Signature of person completing this questionnaire:

APPENDIX: NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____ being first duly sworn deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)_____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, _____ (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's Subcontractor(s), nor does Offeror or Offeror's Subcontractors have any interest that

would conflict in any manner or degree with the performance related to this Solicitation or Agreement.

4. I warrant that I and my Subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or Subcontractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my Subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or Subcontractors may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
6. I have complied with the following:

"No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration. All questions must be directed to the Procurement/Contracting Officer for this solicitation, listed on the cover page."

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

☐ ☐ **No known actual or potential Conflicts of Interest are subject to disclosure.**

- ☐ ☐ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.**

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or Subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or Subcontractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
8. By signing this statement, I certify for myself and on behalf of my company and any of my Subcontractors that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or Subcontractors participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
9. **Has anyone in your company been privy to any information regarding this solicitation prior to the release date of the solicitation? If so, please explain.**

10. **Prior to the solicitation release date, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?**

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

APPENDIX: SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES

SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

☐ SBE ☐ MBE ☐ WBE ☐ Other

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted _____%

Total **MBE Participation Percentage** to be subcontracted _____%

Total **WBE Participation Percentage** to be subcontracted _____%

Total **Other DBE Participation Percentage** to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendor/suppliers.

**If your business is located in a labor surplus area,
Please check here:**

☐

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this document, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Print Name

Business Name

Signature

Date

APPENDIX - PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

Local Office Address,
 if applicable: _____

Phone No.: _____ Fax No.: _____

Email address: _____

Tax ID No. (Soc. Sec. No., if Sole Proprietor): _____

DUNS Number: _____

Select One: ___ Corporation ___ Sole Proprietor ___ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes___ or No___

*Are you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? Yes___ or No___

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

**Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid/response being deemed non-responsive or bidder/Offeror deemed non-responsive.*

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: _____

Phone Number: _____

Form Completed by: _____

Authorized Signature

_____ Date

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

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 \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

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 #

3) 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 #**4) Subcontractors Company information (Primary/Main office location)**

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____
Phone number

(_____)_____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

APPENDIX – LITIGATION AND CLAIM HISTORY

Has your company ever failed to complete work awarded to it? ☐ Yes ☐ No

If yes, please provide project name(s), contact information for owner, year(s), and reason why.
Attach relevant documentation.

Have you ever paid liquidated damages on any project? ☐ Yes ☐ No If yes, state the project name(s), year(s), and reason why.

Has your company filed any legal claims associated with any work your company has performed within the last five years?

☐ Yes ☐ No If yes, state the entity name(s), year(s), case number, and reason why.

Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ☐ Yes ☐ No If yes, state the entity name(s), year(s), and reason why:

Has your present company ever been suspended or debarred? ☐ Yes ☐ No If yes, state the year(s) and reason why:



We Are Columbia

Together we will build a world-class city

City of Columbia, SC:

Local Business Enterprise Preference Policy

1.13 (c) Local Business Enterprise Preferences

(1) Scope and Exclusions: This Local Business Enterprise (“LBE”) Preference Program shall apply to any procurement valued at \$5,000 not to exceed \$25,000 (Informal Procurements) **and/or** any City contract procured through a competitively sealed bid process, also known as Invitation for Bids (IFB’s), Request for Proposal (RFP) or certain Request of Qualifications (RFQs) wherein the contract value is estimated by the City to be in excess of \$25,000 (Formal Procurements) and is not procured pursuant to State or Federal guidelines that prohibit or restrict local preferences of this kind.

The LBE Preference Program shall not apply to the following:

- Cooperative Purchases
- Reverse Auctions
- State Contract Purchases
- Pre-qualification process on all RFQs

(2) Definitions: The following definitions shall apply to the terms of this Local Business Enterprise Preference Policy:

a. Columbia-Orangeburg-Newberry Combined Statistical Area (“CSA”) – The Columbia-Newberry Combined Statistical Area (“CSA”) is presently defined as eight (8) counties in central South Carolina including Richland County, Lexington County, Kershaw County, Fairfield County, Saluda County, Calhoun County, Orangeburg County, and Newberry County. A CSA is a designation that the U.S. government uses to refer to a region that, broadly speaking, consists of a city and its suburbs, plus any surrounding communities that are closely linked to the city because of social and/or economic factors. The CSA represents multiple metropolitan or micropolitan statistical areas that have a moderate degree of employment interchange. Definition of the CSA is the responsibility of the Office of Management and Budget (OMB), and as such, this definition may be modified from time to time. (OMB Directive 09-01; Executive Order No. 10253 (June 11, 1951)).

b. Control - The authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business, and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

c. Independently Owned and Operated – Ownership of an LBE firm must be direct, independent, and by individuals and/or other businesses, provided the ownership interests that control the LBE firm can satisfy the LBE eligibility requirements for ownership and control as specified herein in Sections (c) (2) b and c. The LBE firm must satisfy the eligibility requirements for LBE Certification.

d. Local Business Enterprise (“LBE”) – A Local Business Enterprise is a business firm that is in good standing with the State of South Carolina, City of Columbia regarding its payment of taxes and required business licenses, is independently owned and operated within the Columbia - Orangeburg - Newberry Combined Statistical Area (“CSA”) and has maintained a Significant Business Presence within the CSA for at least one (1) year prior to being certified by the LBE Compliance Staff. The LBE Compliance Staff shall establish documentation requirements and certification eligibility standards for LBE firms that are consistent with the terms of this policy. The LBE Compliance Staff shall also review the status of certified LBE firms for purposes of certification renewal, at least once every four (4) years.

e. Significant Business Presence – To qualify for this Local Business Enterprise, an LBE must be operated out of a physical office located in the CSA, and have a significant business presence for at least one (1) year within the CSA, defined as: an established place of business in one or more of the eight (8) counties that make up the Columbia-Orangeburg -Newberry Combined Statistical Area (CSA), from which no less than 50% of its full-time, part-time and contract employees are regularly domiciled, and from which a substantial role in the performance of the City contract is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

(3) Price Preference (Informal Procurements): For the purpose of determining the lowest responsible and responsive bidder on any informal procurement valued between \$5,000 and not to exceed \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid up to 5% of the actual bid amount. If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, the LBE bidder shall be offered the opportunity to accept the award at the same dollar amount bid by the lowest non-LBE bidder.

(4) Price Preference (Formal Procurement): For the purpose of determining the lowest responsible and responsive bidder on any qualifying contract valued above \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid by up to 5% of its actual bid amount (up to a maximum dollar value not to exceed \$500,000). If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, then the LBE bidder shall be offered the opportunity to accept the contract award at the same dollar amount bid by the lowest non-LBE bidder.

(5) Evaluation Preference for Professional Services (excluding Architectural & Engineering Services): For the purpose of ranking proposals submitted in competition for a qualifying contract valued above \$25,000 under a best value method of contracting wherein factors other than price are taken into consideration, the City shall evaluate any proposal submitted by an LBE by increasing its cost/price evaluation factor by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned Evaluation Preference results in the LBE offeror’s proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror provided that interviews and/or demonstrations are not required.

(6) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFQ: For the purpose of ranking certain RFQs for A&E Services in which solicitations contain a proposal component wherein factors other than price are also taken into consideration, the City shall evaluate any A&E proposal received by an LBE during the RFQ/proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(7) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFP: For the purpose of ranking RFPs for A&E Services, the City shall evaluate any A&E proposal received by an LBE during the RFP proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(8) Program Administration: Each City contracting department shall be responsible for the application of this Local Business Enterprise Preference Policy to appropriate contracts, for including appropriate language regarding application of the LBE Preference in bid solicitations and Requests for Proposals, and for awarding contracts in a manner that is consistent with this policy. The LBE Compliance Staff shall be responsible for establishing certification applications, procedures, and standards for the certification of LBE firms. The LBE Compliance Staff shall also be responsible for reviewing all documentation submitted by applicants for LBE certification and re-certification and also making determinations regarding de-certification of firms as Local Business Enterprises. The LBE Compliance Staff shall maintain an accurate and up-to-date directory of certified LBE firms and share it with the City contracting departments, and indicate such status in a firm's registration within the City's centralized bidder registration system. Only firms that have been certified as LBE's prior to the time of bid or proposal opening shall be eligible for local preference consideration.

City of Columbia

Qualification Statement - Local Business Enterprise (LBE)

By checking all boxes below, I certify that My Company meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. ***Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.**

☐ Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). ***Please provide a copy of the owners driver's license.**

☐ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). ***If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.**

☐ Has a business license in one of the 8 counties making up the CSA jurisdiction. ***Please provide a copy of your business license.**

☐ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.

☐ Has at least 50% of employees residing within any of the 8 CSA jurisdictions. ***Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.**

☐ ***Please provide a copy of your company's w-9.**

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: _____

Address: _____ **Type of Products or Services:** _____

Please self-identify ownership as one: Minority__ Women-owned__ Other__ (tracking purposes only)

Current Business License Number: _____ **County?** _____

Phone Number: _____ **Email:** _____ **COC Vendor #** _____

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions..

Owner's Name: _____ (Print) _____ (Signature)

NOTARY - Sworn to before me this _____ **day of** _____ **20** _____

Notary Public for the State of _____ **My Commission Expires:** _____

Notary Name: _____ (Print) _____ (Signature)

Please submit this **ORIGINAL** document to:

Office of Business Opportunities

Attn: LBE Administrator / Team

PO Box 147 / 1136 Washington Street, 5th Floor

Tel: (803) 545-3049

Fax: (803) 545-4130

Email: jnnelly@columbiasc.net or agdriggers@columbiasc.net

☐ **Qualified** **Not Qualified**
(Compliance Authorized Signature)

(Date)

Revised Date 8/29/2017



CITY OF COLUMBIA

NON-DISCRIMINATION IN CONTRACTING POLICY

(Updated August 25, 2020)

In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor'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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

APPROVED AS TO FORM

Acqueline M. Parvick
Legal Department City of Columbia, SC

City of Columbia and (Contractor)
Ground Maintenance for Columbia CWTP & Remote Sites

SAMPLE CONTRACT

[To be completed by the Awarded Contractor only.]

Any exceptions, question and/or clarifications to these terms must be submitted to the City for review prior to the deadline for Questions on September 28, 2021 at 12:00 PM ET. The City, in its sole discretion, reserves the right to disallow any and all exceptions and request an immediate withdrawal of exceptions for your bid to be deemed “responsive”.

CONTRACT FOR SERVICES

This Contract is being awarded under procurement method BID005-21-22-LTD

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and [Contractor], with legal address and principal place of business at [Address, City, State, Zip Code] (hereinafter referred to as the “Contractor”), to provide [Services being rendered]

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

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

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of eight (8) months and expires on June 30, 2022, with an option to renew four (4) additional one-year periods. All price will remain in effect throughout term of any potentially awarded contract.

City of Columbia and (Contractor)
Ground Maintenance for Columbia CWTP & Remote Sites

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

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

4. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract under the direction of the Columbia Canal Water Plant and Lake Murray Water Treatment Plant.

5. **COMPENSATION**

- A. The compensation to be paid by the City to the Contractor under this Agreement, for Grounds Maintenance services, shall not exceed [Dollar Amount] Dollars and Zero Cents (\$0.00).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID005-21-22-LTD**

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

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

City of Columbia and (Contractor)

Ground Maintenance for Columbia CWTP & Remote Sites

1. Original Solicitation and Scope of Services.
2. All Exhibits, Appendices, Schedules and other attachments to the solicitation.
3. Bidder's Response.
4. This Contract

7. MISCELLANEOUS

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

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

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

City of Columbia and (Contractor)

Ground Maintenance for Columbia CWTP & Remote Sites

Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

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

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender

City of Columbia and (Contractor)

Ground Maintenance for Columbia CWTP & Remote Sites identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:_____

City of Columbia and (Contractor)
Ground Maintenance for Columbia CWTP & Remote Sites

CONTRACTOR

Print

Signature

Date:_____

City of Columbia and (Contractor)
Ground Maintenance for Columbia CWTP & Remote Sites

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Business Information Statement for Contractor

Exhibit C – Signed Conflict of Interest Statement

Two (2) vendor responses were received for BID005-21-22-LTD Grounds Maintenance for Columbia CWTP and Remote Sites, Superior Lawn & Yard Maintenance, was the lowest responsive and responsible bidder.

Grounds Maintenance Services for Four (4) Months	
Base Price	\$52,500.00
SC State Taxes	\$0.00
PO Total	\$52,500.00

The initial term is four (4) months and expires on June 30, 2022, with the option to renew for four (4) additional eight month periods.



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

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

REQUISITION NO.: P187179

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

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

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

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

ATTACHMENTS:

- **#a:** Amendment Justification Form - SS7568 Stantec CA#1 (PDF)
- **#b:** CA#1 Stantec SS7568 Saluda River FM Extension (PDF)
- **#c:** SS7568 CA1 OBO MPP IPA (PDF)
- **#d:** Agreement SS7568 Stantec (PDF)
- **#e:** SS7568 Site Location Map (PDF)

Contract Amendment #1

SS7568 Saluda River Force Main Extension

RFQ011-16-17-NMJ

Stantec Consulting Services, Incorporated

January 7, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Stantec Consulting Services, Incorporated (Engineer) executed December 3, 2020 (Agreement) to provide funding for additional geotechnical investigations, an odor control study, and additional coordination required for the Construction Manager at Risk (CMAR) delivery method. This amendment also provides revised labor rates and category descriptions for project personnel.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term December 11, 2020 – June 10, 2023; Purchase Order# P187179):	\$446,350.00
Current Contract Total:	\$446,350.00
This Contract Amendment #1 (Cost Increase/Addition; Purchase Order# P187179):	\$92,595.00
Revised Contract Amount:	\$538,945.00

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

Stantec Consulting Services, Incorporated

R. S. Stout

Print Name

R. S. Stout

Signature

1/14/22

Date

City of Columbia

Office of the City Manager

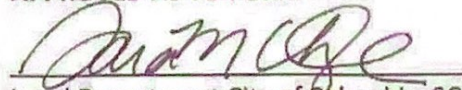
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 1/12/2022

COST CHANGE AMENDMENT DETAILS

Contract Amendment #1

PROJECT NAME: Saluda River Force Main Extension

CIP NUMBER: SS7568

I. SCOPE ADDITION/DELETION

The following changes are required to Tasks 200.210, 200.220, 400.410, 500.550 and 700.710 to perform a corrosion assessment, odor control assessment, alternative analysis, CMAR coordination and additional geotechnical services. Also, Task 100.160 has been added as a new NTE task.

Task 100- Evaluation and Design Phase Administration

160- CMAR Coordination (New NTE Task)

This task includes the following additional CMAR contractor coordination efforts expected.

- Estimate review, constructability and value engineering (VE) meetings at 60% and 90% design.
- Risk Mitigation Workshop.
- Extra design work to evaluate minor VE ideas.
- Additional coordination meetings as-needed, additional site reconnaissance as needed.
- Monthly coordination with CMAR on schedule.

Task 200- Preliminary Planning, Investigation, Engineering and Alternative Analysis

210- General Data Collection, Field Recon and Coordination

Regarding the corrosion assessment related to Dominion Energy's high voltage lines and towers, Stantec removed EN Engineering (subconsultant to Chao & Associates, Stantec's Protégé firm) from the project due to non-responsiveness and elected to self-perform the services. This decision will not impact the scope and fee/budget as outlined in the original contract.

220- Alternative Analysis and Route Selection

This includes odor control analysis and additional alternative analysis related to rehabilitation or abandonment of the existing gravity sewer under the Saluda Mill Ruins (Ruins). Services are expected to include the following:

Odor Control Data Review:

- Stantec will review relevant H₂S and dissolved sulfide data for PS 39 and the Saluda FM. This data was collected by a third party in 2019 and 2020.
- Stantec will identify any key data gaps and provide a list of recommended additional data to be collected by a third party in 2021.
- Stantec will analyze the data and prepare tabular and graphical summaries.

Odor Control Modeling and TM:

- A spreadsheet-based sulfide model will be prepared for three conditions: 1) existing PS 39 and force main; 2) existing PS 39 and force main with short proposed extension and; 3) existing PS 39 and force main with long proposed extension. Up to 1,000 feet of existing 48" gravity sewer downstream of the proposed force main termination will be included in the model. The sulfide model will estimate dissolved sulfide and hydrogen sulfide concentrations for all three conditions modeled.
- Stantec will prepare a brief technical memorandum to summarize the data review and modeling tasks.
- The TM will identify locations of predicted high H₂S near the Saluda force main discharge for a distance of up to 1,000 ft downstream in the existing 48" gravity sewer. The TM will identify best-practice alternatives for odor and corrosion control and simple design changes such as material recommendations (e.g. polymer concrete manholes) and charcoal vent filters. The best-practice alternatives will be specific to the project and the sulfide model results.
- The following are not included:
 - Field data collection is not included.
 - Laboratory testing or analysis is not included.
 - Design of complex odor control systems is not included.
 - Life cycle cost analysis is not included. Capital costs are not included.
 - Condition assessment of existing infrastructure is not included.

Additional Analysis- Abandonment/Rehabilitation of Existing Gravity Sewer under the Ruins.

This is related to additional efforts made to analyze rehabilitation or abandonment of the existing sewer under the Ruins, a concept presented by CDM in September 2021. Efforts include:

- Review of two main alternatives: Alternative 1- Trenchless construction of the proposed force main under the Ruins, while rehabilitating a section of the gravity sewer (rehabilitation design by others) and Alternative 2- Connect the proposed force main to the existing gravity sewer to the west of the Ruins and trenchless construction of the gravity sewer under the Ruins.
- Review the suitability of rehabilitating the sewer as part of the CMAR contract or a separate contract.

- Review of pairwise comparison using previously established criteria.
- Cost comparisons between the two alternatives.
- Planning-level connection locations between the force main and gravity sewer.
- The information/recommendations will be presented in a meeting.
- Changes will be made to the 60% plans to incorporate the selected alternative.

Task 400 – Geotechnical Investigation

410- Field Investigation

The additional services (by Capstone Civil Group, a subconsultant to Chao & Associates, Stantec's Protégé firm) are related to seismic and electrical resistive tomography (ERT) testing/analysis (both determined as necessary for the Saluda River crossing trenchless alternative analysis) as well as an allowance for additional geotechnical services (if needed) related to test pits/geotechnical bores in the vicinity of boring B-3.5.

- ERT Services (performed to understand bedrock depths under the river).
 - 2nd attempt performed on April 28th, 2021 (could not be completed due to high river levels).
 - 3rd attempt (performed, successful).
 - Details of the costs of both the 2nd and 3rd attempts are attached to this amendment request.
- Geophysical Seismic Refraction (performed to understand bedrock depths alongside the river). Details are attached to this amendment request.
- Potential additional geotechnical engineering services requested by the CMAR contractor, if needed. Note, this amount will not be spent unless needed and authorized by the City. Details are attached to this amendment request.

Task 500 – Final Design

550- Opinion of Probable Construction Costs and Schedule

The original scope of services is to be replaced by the following, related to CMAR coordination:

- CMAR Contractor to prepare cost estimates at 60% and 90% (GMP) design completion, and Stantec will review and comment.
- Review contingency changes from 90% to 100%.

Task 700 – Bidding and Award

710- Bidding Assistance

The following CMAR-related services will replace those in the original scope:

- Subcontractor workshops.
- Review and approve prequalifications of subconsultants, especially trenchless subconsultants.
- Respond to RFIs.
- Issue Addenda.
- Review multiple bid openings – assist in selecting the best value for each subconsultant package.
- Conform documents, deliver to CMAR.

II. COMPENSATION

The following changes are required to perform the previously discussed services:

- Task 100.160 (New NTE Task): Increase task budget by \$30,000.00.
- Task 200.210: No change in task budget.
- Task 200.220: Increase task budget by \$22,500.00.
- Task 400.410: Increase task budget by \$40,095.00.
- Task 500.550: No change in task budget.
- Task 700.710: No change in task budget.

For NTE Task 100.160, the relevant rates (Original RFQ response and revised current rates) are attached to these documents.

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	\$73,000.00 (LS)	\$0	\$30,000.00	\$103,000.00 (LS)*
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$120,500.00 (LS)	\$0	\$22,500.00	\$143,000.00 (LS)
Task 300	Survey and Utility Mapping	\$61,550.00 (LS)	\$0	\$0	\$61,550.00 (LS)
Task 400	Geotechnical	\$23,500.00 (LS)	\$0	\$40,095.00	\$63,595.00 (LS)
Task 500	Final Design	\$110,050.00 (LS)	\$0	\$0	\$110,050.00 (LS)
Task 600	Permits and Property	\$32,500.00 (LS)	\$0	\$0	\$32,500.00 (LS)
Task 630	Permit Application Fees	\$3,250.00 (NTE)	\$0	\$0	\$3,250.00 (NTE)
Task 700	Bidding and Award	\$12,000.00 (LS)	\$0	\$0	\$ 12,000.00 (LS)
Task 800	Engineering Services During Construction	\$0	\$0	\$0	\$0
Task 900	Full Time Construction Inspection	\$0	\$0	\$0	\$0
Task 1000	Project Closeout	\$0	\$0	\$0	\$0
Task 1100	Additional Services	\$10,000.00 (NTE)	\$0	\$0	\$10,000.00 (NTE)
Total Fee		\$446,350.00	\$0.00	\$92,595.00	\$538,945.00

*New Task 100.160 will be set up as NTE.

III. SCHEDULE

Expected CMAR construction NTP is 9/1/22.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Chao & Associates as the Protégé firm, Capstone Civil Group as a sub-consultant to Chao & Associates, and EN Engineering as a sub-consultant to Chao &

Associates, for a Protégé percentage of 20.01% and total combined Protégé/Sub-consultant percentage of 20.01%. EN Engineering was removed from the project and New South Associates was added as a subconsultant to Chao & Associates. 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 increase the Protégé participation in the original contract from 20.01% to 23.36%.

	Total Contract Amount	Chao and subs to Chao Amount (<i>Protégé</i>)	% of Contract Amount
Original Contract	\$446,350.00	\$89,300.00	20.01%
CA#1	\$92,595.00	\$36,574.46**	39.50%
New Total Contract Amount	\$538,945.00	\$125,874.46**	23.36%

** This accounts for an original contract of \$89,300.00 for Chao and subs, minus \$13,000.00 for EN Engineering (Stantec self-performed this work), plus \$9,479.46 for New South Associates (as approved in Contingency Authorization #1 dated February 4, 2021), plus \$40,095.00 for Capstone Civil Group.

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:	\$ 446,350	\$ 357,050	79.99%	\$ 89,300	20.01%	\$ 0	0%
This Change Order (CA 1): (Increase)	\$ 92,595	\$ 56,020.54	60.50%	\$ 36,574.46	39.50%	\$ 0	0%
Revised Contract:	\$ 538,945	\$ 413,070.54	76.64%	\$ 125,874.46*	23.36%	\$ 0	0%

MPP Project #/Name: SS7568 Saluda River Force Main Extension **Change Order #:** 1 (Ex: 01, 02)

Change Order/Amendment Amount: \$92,595.00

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

The additional services include electrical resistive tomography (ERT) and seismic testing, which are necessary to determine the presence of bedrock along the proposed trenchless crossing of the Saluda River.

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)

3. ☒ **Funding Increase – Amount** (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: \$36,574.46

- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Chao & Associates subconsultant, Capstone Civil Group, will provide electrical resistive tomography (ERT) and seismic testing, which are necessary to determine the presence of bedrock along the proposed trenchless crossing of the Saluda River.

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

N/A

below:

4. Revised scope of work

Additional seismic testing, ERT and geotechnical services as detailed in Contract Amendment #1.

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.

Digitally signed by

Rob Stout

Rob Stout
Date: 2021.11.05
07:17:40 -04'00'

EXECUTED by _____ (Mentor Firm) this 28th day of October, 2021.

By: Rob Stout

Title: Senior Principal

Firm Name: Stantec Consulting Services

EXECUTED by _____

(Protégé Firm) this 28th day of October, 2021.

By: Gerald Lee

Title: Vice President

Firm Name: Chao & Associates

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 \$446,350.00. The original amount received by the protégé was \$89,300.00 or 20.01% of the original contract amount. The revised total contract amount is \$538,945.00, which includes the current and any previous change orders for this project. The protégé will receive \$125,874.46 or 23.36% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 9 day of November, 2021.

By: LaTonya B Germany

Title: Program Compliance Specialist

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

RFQ011-16-17-NMJ Major, Minor, or Minor (Protégé Only) Wastewater Collection System
Projects
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APPENDIX VII- LABOR RATES

Firm Name: Stantec

HOURLY RATES

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal/PM	<u>\$225</u> / hour Proposed= \$228/hour
Project Manager	<u>\$210</u> / hour Proposed= \$214/hour
Staff Engineer	<u>\$110</u> / hour Proposed= \$124/hour
CAD Technician	<u>\$95</u> / hour Proposed= \$115/hour
Additional: Professional Engineer	<u>\$165</u> / hour Proposed= \$180/hour
Additional: Company Officer/Subject Matter Expert	<u>\$280</u> / hour No Change
Additional: Construction Inspector	<u>\$120</u> / hour Does Not Apply

Please provide a brief description of each category including years of experience, certification, etc. You are welcomed to add additional categories if not already listed.

Labor Category Descriptions

Principal Engineer – Registered Professional Engineer with a minimum of 15 years experience. Has a BS Degree in Engineering or related field. In responsible charge of the planning, design, or construction of at least five water, wastewater, or stormwater projects with a combined construction value no less than \$20 million.

Project Manager – Minimum 12 years experience. Managed at least four projects for the planning, design, or construction of at least 5 water, wastewater, or stormwater projects with a combined construction value no less than \$10 million.

Staff Engineer – 0 – 4 years experience. Has a BS Degree in Engineering or related field. Works under the direct supervision of a senior level engineer to perform lower level engineering tasks including data collection, engineering calculations and field reconnaissance.

CAD Technician – Minimum 5 years experience. Has an Associate Degree or high school graduate with relevant experience. Prepared CAD drawings for at least three projects for water mains, sanitary sewers, water or wastewater pumping stations, or water or wastewater treatment plants.

Professional Engineer – Registered professional engineer with minimum 8 years experience. Has a BS Degree in Engineering or related field. In responsible charge or task leader for the design of at least two water, wastewater, or stormwater projects with a combined construction value no less than \$3 million.

Company Officer/Subject Matter Expert – Minimum twenty years experience. Company officer with signature authority within company and/or Engineer considered to be national known expert in their field.

Construction Inspector – Served as a Construction Inspector on at least two projects for the construction of water mains, sanitary sewers, water or wastewater pumping stations or water or wastewater treatment plant modifications. Has responsibility for inspecting work for conformance with plans and specifications and maintaining daily Inspector reports.

33:2403 SS7568 Saluda River FM Extension - ECS Invoice Details

Description	Quantity	Units	Unit Price	Total	Notes
Initial Mobilization (4/13/2021) - ECS Invoice No. 883851					
A. Equipment Rental					
1. Geophysics Equipment	DAY	1	\$ 1,200.00	\$ 1,200.00	
2. Marine Passive Cables	LS	1	\$ 1,189.23	\$ 1,189.23	Specialized Cables for Marine Use
3. Boats/Canoes	LS	1	\$ 165.00	\$ 165.00	
4. Shipping	LS	1	\$ 82.59	\$ 82.59	
5. Miscellaneous Supplies	LS	1	\$ 204.92	\$ 204.92	Ropes, Water Floats, etc
Subtotal A				\$ 2,841.74	
B. Mobilization & On-Site Time					
1. Geophysics Specialist	HR	28.28	\$ 95.00	\$ 2,686.45	Includes Travel Time
2. Geotechnical Technician	HR	8.5	\$ 60.00	\$ 510.00	
3. Geotechnical Staff Engineer	HR	7	\$ 85.00	\$ 595.00	
5. Hotel & Meals	LS	1	\$ 390.67	\$ 390.67	Expenses for Geophysics Specialist
6. Mileage	MI	1044	\$ 0.65	\$ 678.60	Includes Travel for Geophysics Specialist
Subtotal B				\$ 4,860.72	
C. Project Management					
1. Administrative Associate	HR	0.75	\$ 55.00	\$ 41.25	
2. Project Engineer	HR	1.25	\$ 85.00	\$ 106.25	
3. Senior Project Engineer	HR	5.2	\$ 125.00	\$ 650.04	
Subtotal C				\$ 797.54	
Total - Initial Mobilization				\$ 8,500.00	
2nd Mobilization (4/28/2021 - 4/29/2021) - ECS Invoice No. 883851					
A. Equipment Rental					
1. Geophysics Equipment	DAY	1	\$ 1,200.00	\$ 1,200.00	
2. Marine Passive Cables	LS	1	\$ 1,569.92	\$ 1,569.92	Specialized Cables for Marine Use
3. Boats/Canoes	LS	1	\$ 165.00	\$ 165.00	
4. Miscellaneous Supplies	LS	1	\$ 182.17	\$ 182.17	Ropes, Water Floats, etc
Subtotal A				\$ 3,117.09	
B. Mobilization & On-Site Time					
1. Geophysics Specialist	HR	28.23	\$ 95.00	\$ 2,681.50	Includes Travel Time
2. Geotechnical Technician	HR	11.25	\$ 60.00	\$ 675.00	
3. Geotechnical Staff Engineer	HR	10.25	\$ 85.00	\$ 871.25	
4. Hotel & Meals	LS	1	\$ 317.94	\$ 317.94	Expenses for Geophysics Specialist
5. Mileage	MI	1144	\$ 0.65	\$ 743.60	Includes Travel for Geophysics Specialist
Subtotal B				\$ 5,289.29	
C. Project Management					
1. Administrative Associate	HR	0.5	\$ 55.00	\$ 27.50	
2. Senior Project Engineer	HR	0.53	\$ 125.00	\$ 66.12	
Subtotal C				\$ 93.62	
Total - 2nd Mobilization				\$ 8,500.00	

Per discussions with City, Stantec to absorb the costs for the initial ERT mobilization.

Final Mobilization & Reporting**A. Equipment Rental**

1. Geophysics Equipment	DAY	2	\$ 1,200.00	\$ 2,400.00	
2. Marine Passive Cables	LS	1	\$ 1,104.00	\$ 1,104.00	Specialized Cables for Marine Use
3. Boats/Canoes	LS	1	\$ 247.50	\$ 247.50	
4. Miscellaneous Supplies	LS	1	\$ 99.46	\$ 99.46	Floatation Vest & Trailer Hitch for Boat
Subtotal A				\$ 3,850.96	

B. Mobilization & Data Collection

1. Geophysics Specialist	HR	29.00	\$ 95.00	\$ 2,755.00	Includes Travel Time
2. Geotechnical Technician	HR	15.25	\$ 60.00	\$ 915.00	
3. Geotechnical Staff Engineer	HR	15.25	\$ 85.00	\$ 1,296.25	
4. Senior Project Engineer	HR	7.01	\$ 125.00	\$ 876.10	
5. Hotel & Meals	LS	1	\$ 532.31	\$ 532.31	Expenses for Geophysics Specialist
6. Mileage	MI	1097.5	\$ 0.65	\$ 713.38	Includes Travel for Geophysics Specialist
Subtotal B				\$ 7,088.04	

C. Project Management & Reporting - ECS Invoice Nos. 904353 & 912504

1. Administrative Associate	HR	2	\$ 55.00	\$ 110.00	
2. Project Engineer	HR	2.5	\$ 85.00	\$ 212.50	
3. Seismic Technician	HR	2.5	\$ 70.00	\$ 175.00	
4. Field Instrumentation Engineer	HR	6.5	\$ 65.00	\$ 422.50	
5. Geophysics Specialist	HR	7	\$ 88.00	\$ 616.00	
6. Senior Project Engineer	HR	15	\$ 125.00	\$ 1,875.00	
7. Principal Engineer	HR	2	\$ 175.00	\$ 350.00	
Subtotal C				\$ 3,761.00	

Total - Final Mobilization & Reporting **\$14,700.00**

Attachment Summary of Additional Geotechnical Fees

Geophysical Seismic Refraction by Capstone (performed to understand bedrock depths alongside the river).

Mobilization/Demobilization	\$1,250
Equipment Rental/Usage	\$ 375
Field Data Collection	\$1,275
Data Processing	\$ 750
<u>Analysis/Reporting</u>	<u>\$ 750</u>
Total	\$4,400

Potential additional geotechnical services in the vicinity of B-3.5, by Capstone.

FIELD SERVICES					
Drilling/Utility Coordination	3	hrs	@	\$115.00	\$345.00
Field Engineer	8	hrs	@	\$115.00	\$920.00
Geotechnical Engineering Technician	12	hrs	@	\$75.00	\$900.00
Bulk Soil Samples	2	ea	@	\$75.00	\$150.00
Mileage	250	mi	@	\$0.58	\$145.00
Drill Rig Mobilization (ATV)	1	ea	@	\$850.00	\$850.00
Onsite Drill Rig Mobilization (ATV)	0	ea	@	\$250.00	\$0.00
Rig Stand-By	1	hrs	@	\$225.00	\$225.00
STP Drilling Borings (per foot)	120	ft	@	\$18.25	\$2,190.00
Hand Clearing for Rig Access	0	day	@	\$1,800.00	\$0.00
Rock Coring (per foot)	30	ft	@	\$75.00	\$2,250.00
Rock Core Hole Set-up	3	ea	@	\$160.00	\$480.00
Rock Coring Casing (per foot)	30	ft	@	\$10.00	\$300.00
Water Hauling	1	day	@	\$550.00	\$550.00
LABORATORY SERVICES					
Visual Classification	10	ea	@	\$7.00	\$70.00
Moisture Content Tests	10	ea	@	\$7.00	\$70.00
Wash #200	1	ea	@	\$75.00	\$75.00
Atterberg Limits	1	ea	@	\$75.00	\$75.00
Standard Proctor Testing	1	ea	@	\$175.00	\$175.00
Rock Core Examinations (RQD)	3	ea	@	\$25.00	\$75.00
Rock Core Unconfined Comp. Strength	3	ea	@	\$225.00	\$675.00
CERCHAR Abrasivity Index	3	ea	@	\$225.00	\$675.00
ENGINEERING SERVICES					
Geotechnical Report	1	ea	@	\$1,300.00	\$1,300.00
Total for additional geotechnical services					\$12,495.00



Department of Procurement & Contracts
 1800 Main Street, 2nd Floor, Columbia, SC 29201 · Phone 803-545-3470 · Fax 803-758-1013

December 11, 2020

Re: Notice to Proceed for Engineering Services Agreement
 Saluda River Force Main Extension (SS7568)

Mr. Rob Stout, P.E.
 Stantec Consulting Services, Inc.
 1411 Gervais Street
 Columbia, SC 29201

Dear Mr. Stout,

The City Manager approved the subject Agreement with your firm on December 3, 2020. I have enclosed a fully executed duplicate for your file.

This is your written authorization to proceed with the work described in the Agreement. The City's Project Manager John Riggs will be managing this project and will be working with you through contract closeout.

Please forward all invoices for your services to AccountsPayable@columbiasc.gov with a complete description of services rendered and include the **Purchase Order #P187179**. We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment. I have further enclosed a new form (Form 100) for your information. This form is to be submitted with all invoices you submit to the City of Columbia so that we can accurately report Subconsultant payments.

If this is the first contract you have executed with the City of Columbia under your current name, we ask that you submit a W-9 to the address above so that payment may be set up properly.

We look forward to working with you on this project. If you have any questions, please let me know at Brenda.faison@columbiasc.gov.

Sincerely,

Brenda Faison

Brenda Faison
 Contract Specialist II

Enclosure

Cc: Ms. Sandra A. Wright, CPPB, Director of Procurement & Contracts
 Mr. Joseph D. Jacob, P.E., Director of Utility Operations
 Ms. Jan Alonso, CGFO, Finance Director

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Category I Major Wastewater Collection System Projects.

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 Stantec Consulting Services, Inc., hereinafter referred to as the "Consultant"), to provide technical consulting support for a sewer line capacity enhancement project for the City of Columbia, SC.

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

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

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

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4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia* for an initial term of two (2) years and six (6) 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 Four Hundred Forty-Six Thousand, Three Hundred Fifty Dollars and No/100 (\$446,350.00).

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.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

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 Consultant's 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.

Stantec Consulting Services, Inc.
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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	_____	%
MBE	<u>5.27</u>	%
WBE	_____	%
LSA	_____	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.01%.

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 Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

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

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

9. **PERMITS & LICENSES**

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

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

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

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

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

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;

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

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

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

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

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

City of Columbia

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

Stantec Consulting Services, Inc.

Name: Rob Stout
Title: Senior Principal
Address: 1411 Gervais Street
Suite 325
Columbia, SC 29201
Phone: (704) 763-6654
Fax: (704) 329-0905,
Email: rob.stout@stantec.com

16. **CONSENT DECREE**

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

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- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's 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

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

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

17. MISCELLANEOUS

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

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

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

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

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

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

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

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

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

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

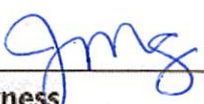
Stantec Consulting Services, Inc.
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- Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (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.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA


 Witness


 Teresa Wilson, City Manager

Date: 12/3/2020

STANTEC CONSULTING SERVICES, INC.

Rob Stout, Sr. Principal
 Print: Name/Title

Rob Stout
Digitally signed by Rob Stout
 Date: 2020.11.24 16:50:05
 03'00'
 Signature

Date: 11/24/2020

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APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 11/16/20

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

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 Implementation Plan

Stantec Consulting Services, Inc.
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List of Exhibits

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7568 Saluda River Force Main Extension Project

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a sewer line capacity enhancement project, including evaluation of alternative alignments, and engineering services during design and construction for the project.

This project proposes a 36-inch diameter extension of the existing Saluda River Force Main in order to relocate the force main outfall into the City's gravity sewer system. The proposed force main will be revised to extend from its current outfall at Manhole 25109MH on the north side of the Saluda River to a new outfall location at 25213MH, located on the south side of the Saluda River. The force main will extend for approximately 3,500 linear feet; the exact length required shall be verified by the Consultant and coordinated with the City and CW2020.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate alternative routes for the force main extension and perform engineering and design services for permitting, and bidding.

In general, (Consultant) will provide the following scope of services:

- Review of all available data
- Public Relations
- Evaluation of Alignment Alternatives
- Preparation of a Preliminary Engineering Report (PER)
- Engineering Services During Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Chao and Associates, Inc. as our Protégé.

TASK 100 – Evaluation and Design Phase 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). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- 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.
- Terminate Project Administration at the completion of Task 700.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- A kickoff meeting at the beginning of the project.
- 18 Monthly Progress meetings with CITY's Project Manager.
- One (1) public meeting in Task item 140.
- Draft and Final (30% design) Alternatives Analysis Preliminary Engineering Report (PER) review meetings – two (2) meetings total.
- 60% and 90% design review meetings in Task item 560 – two (2) meetings total.
- One (1) pre-bid meeting in Task item 710

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, design 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.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Meet with the CITY to discuss logistics and receive input for public meeting.
- CITY will coordinate and secure a meeting location.
- Conduct one meeting between 30% (PER) and 60% design stages.
 - Discussion topics to include overview of project description and its purpose, schedule, properties affected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.
- Assist CITY in notification of customers in the area by mailers to inform them of the meeting, the type of work to be conducted, and who to contact with questions or concerns.
- Consultant will prepare all displays and handouts needed for the meeting.

150 Mentor-Protégé Program

Consultant and Chao and Associates, Inc. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Chao and Associates, Inc.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- 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 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- Since the proposed force main will be adjacent to Dominion Energy high voltage towers and wires, the Consultant will conduct a study of the potential corrosive effects of the alignment in applicable areas. The study will include the following:
 - Field Data Review and Gathering
 - Task 1: EN Engineering will complete a pre-assessment analysis of the pipeline crossing. This work will include the following:
 - Review the proposed alignment of the Saluda River force main.
 - Review of the proposed corrosion protection systems including test stations, insulators, anodes, or other devices.
 - Develop a field assessment plan including Soil Resistivity Plan.
 - Task 2: Field measurements along the Dominion Energy R/W. EN Engineering will visit the project site to gather the field data necessary to complete the assessment. This work will include the items defined in the field assessment plan including:
 - Soil resistivity measurements taken at each bank of the Saluda River.
 - Wenner Four Pin Soil Resistivity measurements every 2.5 feet to a depth of 20 feet.
 - One (1) deep soil resistivity measurements every 20 feet up to a depth of 100 feet.

- Site representative photographs including the proposed power line corridor, test stations and overall site conditions.
- AC Modeling and Recommendations for Monitoring & Mitigation
 - Task 1: Obtain the load and fault data for the powerline system:
 - Data request from Dominion Energy:
 - Typical tower details including conductor height, grounding system, conductor material, shield wire material, phase arrangement of circuit conductors.
 - Steady-state loading for seasonal peak, averages, and future forecasted values.
 - Single-line-to-ground fault information for total current to ground at the tower location and substation energization values.
 - Review of electrical power line information.
 - Task 2: Assess the pipelines via modelling for the effects of resistive, capacitive or induced AC so that anticipated AC voltages and AC current densities are maintained at levels consistent with industry standards or lower.
 - As part of this assessment, EN Engineering will make use of industry voltage and current standards, per industry guidelines. Voltage levels will be maintained at 15-VAC or less and AC current density will be maintained at 30 A/m² or less.
 - Emergency and forecasted loading will be used for a conservative design if data is not received in a timely manner from Dominion Energy.
 - Results will be provided in tabulated and graphic format against relevant pipeline stationing.
 - Task 3: As required, design conceptual AC mitigation systems to reduce the steady state voltages to within safe levels, minimize AC current densities and discharge possible fault currents. This will be done in an iterative approach to optimize the amount of mitigation required versus the resultant reduction in AC voltage and AC current density.
 - The design will include any existing mitigation and monitoring sites if present
 - Results will be provided in tabulated and graphic format against relevant pipeline stationing.
 - Task 4: Develop and provide a written report and construction drawings that include:
 - Documentation of the work performed.
 - Data used for the design.
 - Analysis results based on the modeling.
 - Conclusions and recommendations for AC Corrosion Mitigation and Safety. Recommendations will seek to

adequately protect the pipeline from AC interference issues using measures that are compatible with the application of cathodic protection.

- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a tabletop type route analysis.
- Field Reconnaissance:
 - Based upon the tabletop analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative analysis including the following alternatives:
 - Extend the new force main within or adjacent to the existing gravity sewer line easement (same general alignment as the existing gravity line).
 - Extending the force main along a different alignment.
 - Extending the force main within or adjacent to the existing gravity sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.

230 Preliminary Agency Coordination and Meetings

- Prior to final route selection, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility/Stakeholder Coordination and Meetings

- Prior to final route selection, Consultant will contact all known utilities and other stakeholders (Dominion Energy, Riverbanks Zoo, etc) located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility and stakeholder coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- CITY will provide the hydraulic report by Hazen & Sawyer to support the sizing of the proposed force main design and the adequate capacity of the downstream system components.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the new force main in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare an opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will conduct a draft PER/50% complete progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
 - Consultant will convene a final PER/alternatives analysis meeting with the CITY to present the results of the analysis and solicit feedback on the recommended solutions.

280 Preliminary Alternative Analysis and Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30-percent overall project completion review.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Wetlands Survey and Cultural Resource Review

- “Waters of the United States”, including streams, wetlands, and most ponds and lakes, are subject to Section 404 of the Clean Water Act, administered by the United States Army Corps of Engineers (USACE), and Section 401 of the Clean Water Act. Consultant will delineate wetlands along the design area using the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), and the most recent supplementary technical literature for hydric soil, hydrology, and hydrophytic vegetation indicators. Jurisdictional waters other than wetlands (i.e., stream channels and impoundments) will be defined using USACE field indicators. Consultant will mark the jurisdictional boundaries of waters of the U.S. within 50 feet, on each side, of the proposed force main in the field with sequentially numbered survey ribbons. Wetland flags, non-wetland waters, and selected reference landmark locations will be recorded using GPS units with sub-meter accuracy.
- The consultant will record the necessary data and complete wetland delineation data sheets (a summary of findings and characteristics of the site, a map depicting the jurisdictional boundaries of waters of the U.S., and data point locations), which are required by USACE for confirmation, and develop the site map based on GPS survey of the limits of wetlands and waters. One wetland, and one corresponding upland data point will be recorded for each wetland feature delineated. The results of the wetlands delineation, summary of findings and characteristics of the project site, collected wetlands data points, and mapping will be summarized in a Wetlands Delineation Report. The consultant shall submit the Wetland Delineation Report and an official Jurisdictional Determination Request form to the USACE for official determination of the jurisdictional waters of the U.S. Only the USACE can officially determine if a wetland or water is jurisdictional. If needed, the consultant will schedule an on-site meeting with the USACE to verify the delineation and obtain written jurisdictional determination of the delineation.
- Stantec will conduct a desktop review of the available research materials to assess the potential for cultural resources. The following sources, at a minimum, will be utilized as a part of the background research:
 - ArchSite database at the subscriber level
 - Historic maps of the project area
 - Current aerial photographs
 Results of the review will be used to prepare an initial consultation letter for SC State Historic Preservation Office (SHPO).

320 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88

- The Consultant's surveyor will complete field surveying along a 100 -foot wide corridor of the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings (every 25-feet for the Saluda River crossing) along the proposed pipeline alignments. Significant rock outcroppings shall be identified.
- Locate both horizontally and vertically (where appropriate) along the routes of each of the proposed water lines, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and

used for design purposes. This information shall be included in the electronic file and survey drawings.

- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum, topographic survey and cross sections will include up to a 100 - foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the gravity sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

330 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing five easement exhibits. Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

340 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of SC811. No Sub Surface Utility Engineering (SUE) is proposed for this project; however, a minimum of ten (10) Test Holes shall be included in the cost of the project to determine utility depths.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will use Capstone Civil Group for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to twelve borings will be performed at the proposed project sites to determine general soil conditions. It is assumed that ten borings will be to a depth of fifteen feet, and two borings will be to a depth of fifty feet (at the

Saluda River crossing) below grade. A minimum of two borings per each “bore & jack” location will be performed.

- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Where auger refusal occurs above the anticipated sewer depth, periodic rock core samples will be obtained to determine the Rock Quality Designation (RQD) and define the integrity and density of the rock. Up to two rock core samples are included in the scope. These are anticipated to be located at each end of the Saluda River crossing.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina. Note that, in addition to the above, the following will be included for the bores at each end of the Saluda River crossing: stratigraphy, classification of overburden material, uniaxial compressive strength, and abrasiveness.
- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion drilling
 - Boring location plan
 - Subsurface exploration procedures
 - Encountered soils conditions
 - Subgrade preparation/earthwork recommendations including minimum relative density requirements
 - Anticipated excavation conditions, including difficult excavation and groundwater conditions
- Consultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new force main within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contact Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1"=20' (horizontal) and 1"=2' (vertical) scale
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements. Corrosion control- if needed, produce a set of construction-level drawings that can be used for installation of the AC mitigation design.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.

- Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new force main in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - U.S. Army Corps of Engineers – Wetlands
 - City of Columbia – Streets Division
 - City of Columbia – Stormwater
 - Lexington County / City of West Columbia - Stormwater
 - South Carolina Department of Transportation
 - Dominion Energy

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Any revisions to the drawings will

subsequently be made to incorporate the CITY's comments. Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 330 above.
- The Consultant will rely on Richland and/or Lexington County Tax Map information in identifying property owners and will research county records for property plats that have been recorded and filed with each county. The Consultant cannot guarantee the accuracy of the county records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement exhibits prepared by the Consultant.
- Upon CITY approval of the sixty (60%) percent design plans, Consultant shall prepare and submit easement exhibits. Refer to Task 330 above.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit(s): The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia and the City of West Columbia/Lexington County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval each permitting agency. Consultant will provide all required submittal copies and respond to all inquiries by each permitting agency.
- Wetlands Permit: This scope assumes wetland delineation will be required. Consultant will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, Consultant will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of

Engineers with the required number of copies of plans and specifications needed for review and approval.

- The proposed impacts will meet the conditions for a NW12 Permit and an Individual Permit will not be required.
- If the NW12 Permit conditions cannot be met, additional permitting (e.g. Individual Permit) will be conducted under additional services (Task 1100).
- Compensatory mitigation will not be required. If impacts cannot be avoided or minimized and compensatory mitigation is required, preparation of a Mitigation Plan will be conducted under additional services (Task 1100).
- This project will have no impacts to threatened or endangered species, or historical/cultural resources.
- The fee for the permit application will be paid through Task 630, Permit Fee Allowance.
- Protected species resource documentation using online databases and site knowledge based on fieldwork completed as part of the jurisdictional waters delineation.
- Scoping letter to SCDNR regarding impacts to Wild and Scenic Rivers along with response.
- Compensatory mitigation coordination (with approved mitigation bankers).

In addition, the permit will include the Cultural Resource Review information and the preliminary jurisdictional determination as described.

- Roadway Encroachment Permits: This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for all fees.
- Other Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

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 \$3,250 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit - \$200
 - Stormwater Permits and Inspection Fees - \$1,050

- Other - \$2,000
- 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), 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.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

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

730 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

TASK 800 – Engineering Services During Construction

- This service is not provided under this scope of services. Engineering Services During Construction may be authorized by Contract Amendment at a later date.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this scope of services. Full Time Construction Inspection services may be authorized by Contract Amendment at a later date.

TASK 1000 – Project Closeout

- This service is not provided under this scope of services. Project Closeout services may be authorized by Contract Amendment at a later date.

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 force main design above the 3,500 linear feet identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with property owners and agencies beyond those scheduled in the agreement.
- Archaeological and historic resource surveys are not included in this scope. Additional services can be provided if requested by SHPO. It is assumed that information consultation with SHPO shall be sufficient for the permit application.
- Consultation regarding Wild and Scenic Rivers is limited to scoping letter included in this scope. Additional consultation can be provided if required.

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:

- 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 Engineer with gaining safe access.
- For manholes and sewer line 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.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

SS7568- Saluda River Force Main Extension- Schedule

11.d

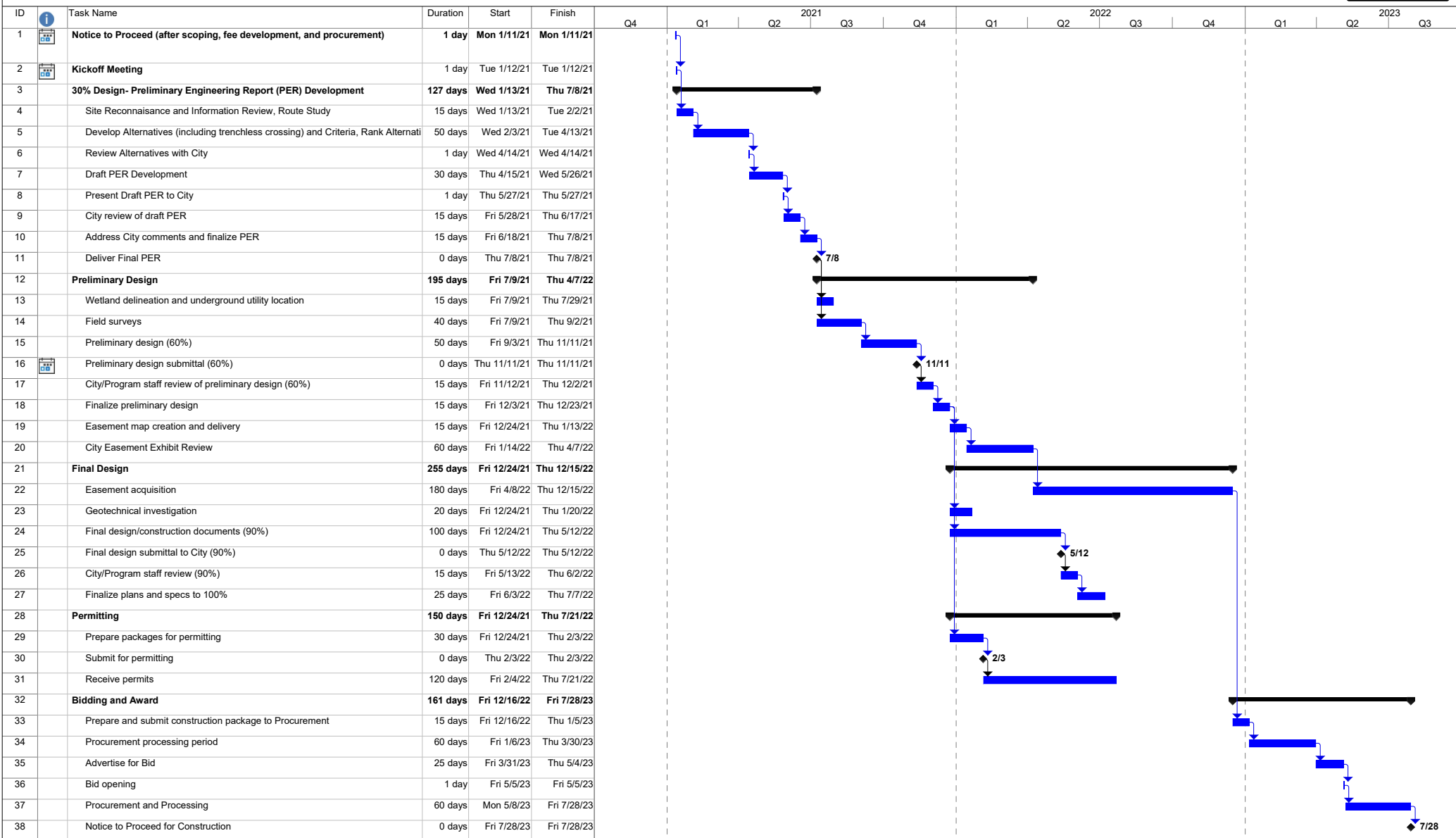


EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7568
Saluda River Force Main Extension

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$446,350.00. This includes \$433,100.00 of lump sum tasks, as well as \$13,250.00 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	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS	\$0	\$73,000
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$25,050	\$120,500
300	Survey and Utility Mapping	LS	\$37,750	\$61,550
400	Geotechnical	LS	\$23,500	\$23,500
500	Final Design	LS	\$3,000	\$110,050
600	Permits and Property	LS	\$0	\$32,500
630	Permit Application Fees	NTE	\$0	\$3,250
700	Bidding and Award	LS	\$0	\$12,000
800	Engineering Services During Construction	LS	N/A	N/A
900	Full Time Construction Inspection	HRLY NTE	N/A	N/A
1000	Project Closeout	LS	N/A	N/A
1100	Additional Services	NTE	N/A	\$10,000
	Total of Contract		\$ 89,300	\$ 446,350
	% of Contract to Subconsultants	8.18%		
	% of Contract to Protégé	11.83%		

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

APPENDIX - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Chao and Associates, Inc.	V001545	Surveying and planning assistance	\$52,800	11.83 %	SBE	AM
Capstone Civil Group, Inc.	N/A	Geotechnical Exploration	\$23,500	5.27 %	MBE, SBE	BM
EN Engineering	N/A	Corrosion Control Design	\$13,000	2.91 %	N/A	N/A
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 89,300

TOTAL CONTRACT AMOUNT: \$ 446,350

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

Business Name: - Stantec Consulting Services, Inc

Representative Name/Title: Rob Stout, Senior Principal

Date: 9/29/2020

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)**

Chao and Associates

Company Name

7 Clusters Court

Physical Address

7 Clusters Court

Mailing Address

Columbia, SC 29710

City/State Zip Code + 4

(803) 772-8420

Phone number

() N/A

Fax number

Gerald Lee

Primary Contact Name

Hao-Ming Chen

Secondary Contact Name

geraldl@chaoinc.com

Primary Contact Email Address

haoming@chaoinc.com

Secondary Contact Email Address

57-0848493

Federal ID #

V001545

Vendor #

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

Capstone Civil Group, Inc

Company Name

4107-F Rose Lake Drive, Charlotte, NC 28217

Physical Address

PO Box 44434, Charlotte, NC 28215

Mailing Address

See above

City/State Zip Code + 4

(980) 722-4194

Phone number

(980) 422-0206

Fax number

Charles Brown

Primary Contact Name

Wanda Waite

Secondary Contact Name

cbrown@capstonecivilcompanies

Primary Contact Email Address

lwaite@capstonecivilcompanies.com

Secondary Contact Email Address

47-5409307

Federal ID #

N/A

Vendor #

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

EN Engineering

Company Name

28100 Torch Parkway Suite 400, Warrenville, IL 60555

Physical Address

PO Box 6766, Carol Springs, IL 60197

Mailing Address

See above

City/State Zip Code + 4

(630) 432-6269

Phone number

(630) 353-7777

Fax number

Ryan Buchs

Primary Contact Name

Melissa Jones

Secondary Contact Name

rbuchs@enengineering.com

Primary Contact Email Address

mjones@enengineering.com

Secondary Contact Email Address

364485815

Federal ID #

N/A

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

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: 9/29/20

Mentor Amount: \$357,050

Project Name: **Saluda Force Main Extension**

Mentor % of Total Contract: 79.99%

Project #: SS7568

Protégé Amount: \$89,300

Mentor: Stantec Consulting Services, Inc.

Protégé % of Total Contract: 20.01%

Protégé: Chao and Associates

Duration of the Project: 30 months

Total Project Contract Amount: \$446,350

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.

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.

As in the past, Stantec will use its standard subconsultant agreement with Chao. Stantec will be the lead engineer and Chao will conduct surveying activities, as well as assist on some design decisions.

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

The goal of our team agreement and business plan is to get Chao engaged in design decisions on complex conveyance projects, which is what we'll do on SS7568.

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

We will engage the Protégé on items discussed during monthly progress meetings, ask for their perspective on design decisions. The monthly progress meetings provide a consistent avenue for having this dialogue.



CITY OF COLUMBIA

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

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: Rob Stout will be the project manager, Erez Allouche will be the trenchless specialist, and Marcus Sizemore will work on the historical and environmental elements of the project. Ken Robinson and Anna Kuzmich will provide design and CADD assistance.

Other than an iPad equipped with GIS and GPS for field reconnaissance, no special equipment is expected directly from the Mentor. Mentors geotechnical subconsultant is expected to have the equipment necessary for typical geotechnical bores, as well as rock corings.

Stantec will comply with insurance/bonding requirements from the City.

Protégé: Gerald Lee will be the project manager for Chao and will lead the surveyors and engineers to assist Stantec on the project.

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?
Capstone Civil Group	Chao and Assoc	Chao and Assoc
EN Engineering	Chao and Assoc	Chao and Assoc

Special Arrangements:
None

5. What scope of work is to be performed by each participant of the MPP team utilizing the



CITY OF COLUMBIA

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

proposed resources identified above?

a. Description of Mentor's responsibilities on project:

Overall project management, pipeline design and permitting

b. Description of Protégé responsibilities on project:

Surveying and design decision assistance

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

Design

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

Task #	Task Description	Duration	Protégé Involved?
100	Evaluation and Design Phase Administration	30 months	No
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	6 months	Yes
300	Survey and Utility Mapping	3 months	Yes
400	Geotechnical	1 month	No
500	Final Design	12 months	No
600	Permits and Property	10 months	No
700	Bidding and Award	8 months	No

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

This will follow monthly progress meetings with the City.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
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Phone: 803-545-4185

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

Stantec will invoice the City monthly and will include Protégé invoices as applicable. This also applies to initial and final payments.

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 Stantec Consulting Services, Inc. (Mentor Firm) this day of September 29, 2020.
Corporate SEAL

By: Rob Stout *Rob Stout*

Title: Senior Principal

Firm Name: Stantec Consulting Services, Inc.



ATTEST:

By: Ken Robinson *Ken Robinson*

Title: Associate

EXECUTED by Chao & Associates, Inc. (Protégé Firm) this 29th day of September 2020.
Corporate SEAL

By: Jimmy Chao *Jimmy Chao*

Title: President

Firm Name: Chao & Associates, Inc.

ATTEST:

By: Gerald A. Lee *Gerald A. Lee*

Title: Director of Civil Engineering

RECOMMENDED FOR APPROVAL:



We Are Columbia

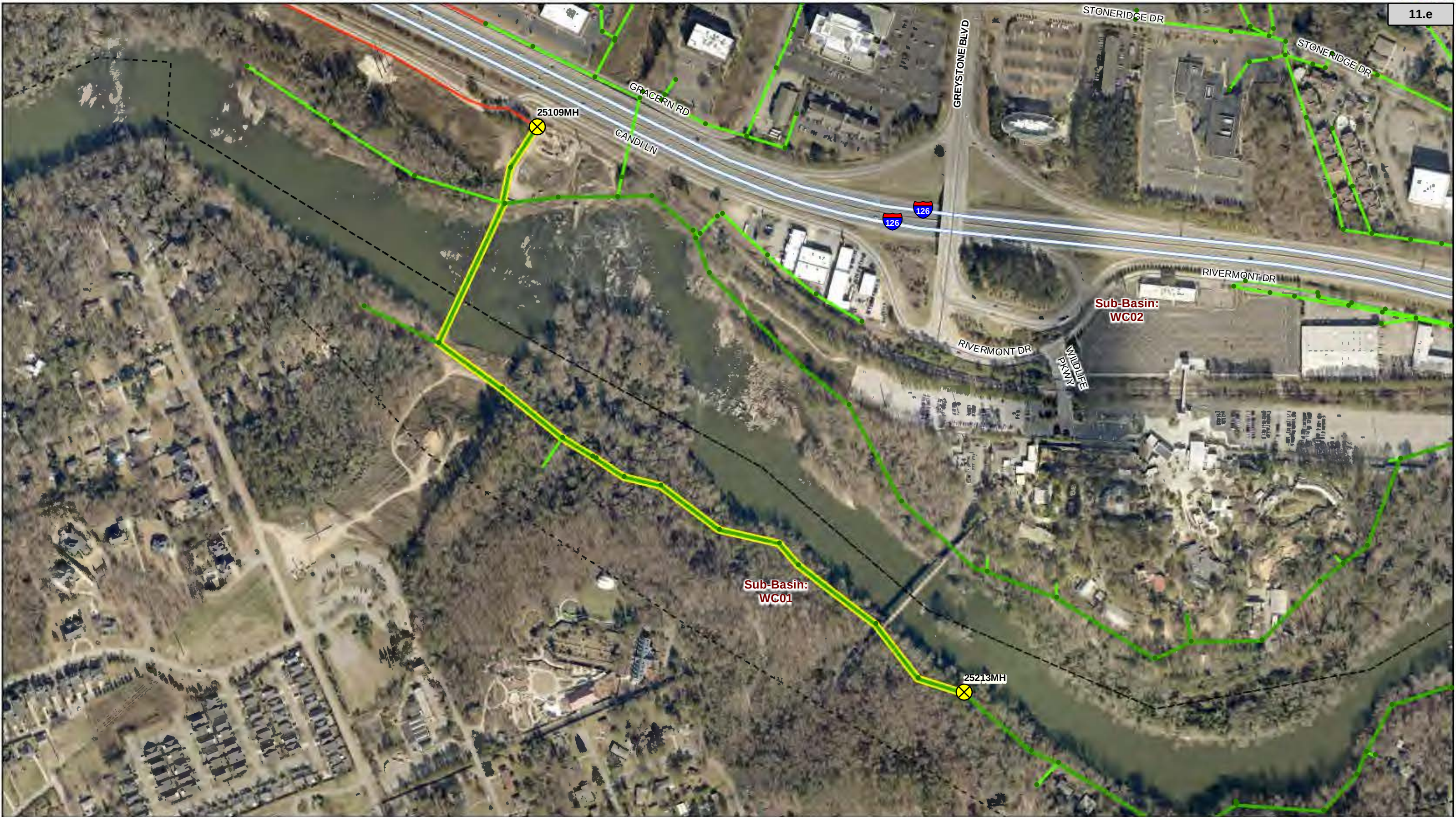
CITY OF COLUMBIA

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

EXECUTED by the Office of Business Opportunities - Compliance on this 16 day of
October 2020.

By: Juliet M. Nelly

Title: Program Compliance Adminsitrator



 Clean Water 2020 © Columbia's Clear Vision for Clean Water EDITOR INITIALS: DATE CW2020/LOCATION/LOCATION	 Saluda River Force Main Outfall  Sewer Manholes  Sewer Gravity Mains ($\geq 15"$)  Sewer Gravity Main  Basin Boundary	 1 inch = 350 feet 0 75 150 300 450 Feet	Appendix A SS7568 Saluda River Force Main Extension Site Location Packet Pg. 230
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We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

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

REQUISITION NO.: R212314

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

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** C&C Boiler Sales & Service Inc. (PDF)
- **#b:** Chart (PDF)

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

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

1. Scope and Schedule of Purchase. The Seller will provide the goods and services described in Exhibit B, attached hereto. The description of goods and services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.
2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2022. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.
3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.
4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.
5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.
6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed One Hundred Ten Thousand, dollars and no/100, (\$110,000.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must

Page 1 of 4

Sole Source – Goods and Services (Aug 2020)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

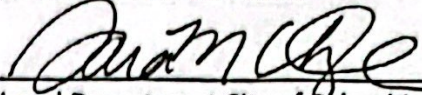
14. **Independent Contractor.** The Seller is an Independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority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

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

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

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

APPROVED AS TO FORM


Legal Department City of Columbia, SC
1/7/2022

CITY OF COLUMBIA, SOUTH CAROLINA

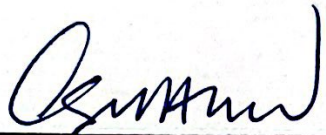
By: _____

Witness

By: _____

Title: City Manager

Date: _____

By:  _____

Witness

WITNESS



C M SWAIN
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
NOVEMBER 1, 2023

C&C Boiler Sales Services, Inc.

SIGN HERE

By:  _____Title: Sales RepresentativeDate: 1/28/22

Exhibit A

Requisition # R212314JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro Wastewater Treatment Plant Division,
(1)
All labor, materials, equipment fees, troubleshooting/repair services, preventative maintenance
(2)
and parts for 3 Clever Brooks Boilers, and the Hawk 1000 Boiler Control Package
as a sole source procurement from C&C Boiler Sales & Services Inc.
(3)

based upon the following justifications C&C Boilers is the company that put in the original boilers we
(4)
have on site. Currently we have one boiler down needing a repair service.

The boilers heat up the sludge, and without the boilers the sludge will cool down and it will
clog up the digesters, and could cause us to violate our EPA, and be in violation with DHEC.

Working with a company outside of C&C Boiler will void the warranties in place.

This sole source is valid through June 30, 2022

Amount \$ 110,000.00

Utilities

Department

Signature of Department Head

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

12/09/2021

Date

Signature of City Manager

Date

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

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

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



- OEM Field Services
- Inspections and Annual Services
- Pressure Vessel & Refractory Services
- Equipment & OEM Replacement Parts
- Rental Boilers & Auxiliaries
- Burner / Controls Upgrades
- SC License # G102444

To whom it may concern,

C&C Boiler Sales & Service, Inc. is the representative partner of Cleaver Brooks throughout the territory of South Carolina, North Carolina and the southernmost counties of Virginia and West Virginia. As such, C&C Boiler, has the exclusive right to the sale of Cleaver Brooks equipment, services, and OEM parts throughout those the territories. The 60" gas housing, the gas housing gasket, front door gasket, to be provided under the services included in C&C Boiler proposal 21MSC.26079R1 are proprietary and solely provided by C&C Boiler in the previously mentioned territories. Buying genuine parts from Cleaver-Brooks or from an authorized Cleaver-Brooks representative maintains your product warranty, where product warranties are applicable. Non-genuine parts are not licensed by Cleaver-Brooks and installing these parts can invalidate your equipment warranty. The non-genuine parts may cause unintended longer term damage to the equipment and other system components.

Sincerely,

Matthew Melson

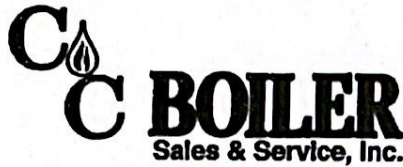
Matthew Melson
C&C Boiler Sales & Service, Inc.
Columbia, SC 29201
Matthew.Melson@ccboiler.com

North Carolina – South Carolina – Virginia – West Virginia
www.ccboiler.com

BUILDING RELATIONSHIPS SINCE 1977

Columbia Location
C&C Boiler Sales & Service, Inc.
1220 Atlas Rd.
Columbia, SC 29209
P: 800.333.1631

Exhibit B



- OEM Field Services
- Inspections and Annual Services
- Pressure Vessel & Refractory Services
- Equipment & OEM Replacement Parts
- Rental Boilers & Auxiliaries
- Burner / Controls Upgrades
- SC License # G10244

November 9, 2021

Proposal No. 21MSC.26251 R3

Columbia Metro WWTP
1200 Simmon Tree Lane
Columbia, SC 29201



Re: Preventative Maintenance Agreement

Proposal

Thank you for allowing C&C Boiler Sales & Service, Inc. the opportunity to provide the following proposal for your review and consideration. We propose to furnish all the necessary labor, tools, equipment, materials and insurance to perform the following scope of service:

- ✓ [1] SCDOL Annual Internal Service
- ✓ [3] Quarterly External Inspections with combustion tune-ups and safety checks
- ✓ [1] 1-Year Preferred Customer Replacement Parts Discount

Equipment Covered:

- [3] Cleaver Brooks Boiler; CBLE700-150-125HW; T5240-1-1, 1-2, 1-3
[5] Regeltechnik Kornwestheim GmbH Control Valves and Positioners

ANNUAL SCDOL INTERNAL SERVICE

Services Performed Include –

1. Open both fireside and waterside of boiler.
2. Clean fireside of normal soot deposits.
3. Flush the normal loose scale from the waterside.
4. Visibly check both fireside and waterside for cracking, pitting, corrosion, erosion and scale.
5. Remove water column heads and inspect water column piping.
6. Check steam, feed and blow off connections.
7. Check tube sheets and tubes for evidence of water leakage.
8. Check condition of refractory in doors and burner throat.
9. Repair minor cracks in refractory and "wash-coat" as needed.
10. Replace (1) Kunkle safety relief valve per each of (3) boilers.
11. Install new gaskets and seal fireside and waterside.
12. Meet with Water Treatment and Boiler Inspector representatives.
13. Check combustion efficiency on primary fuel and adjust air-fuel controls for optimum efficiency.
14. Submit written report of services performed.

North Carolina – South Carolina – Virginia – West Virginia
www.ccboller.com

BUILDING RELATIONSHIPS SINCE 1977

Corporate Headquarters
C&C Boiler Sales & Service, Inc.
3401 Rotary Drive
Charlotte, NC 28269
P: 800.333.1631

(3) QUARTERLY EXTERNAL SERVICES/TUNE-UP**Services Performed Include –**

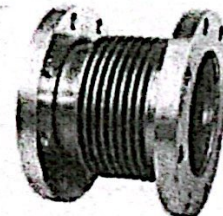
1. Test and blowdown low water cutoffs, feedwater controls, water column and gauge glass.
2. Check pressure regulating controls.
3. Check burner and test flame failure controls.
4. Check condensate tank, pump, vent and piping to boiler for leaks, corrosion or erosion.
5. Check external boiler breeching, stack and damper.
6. Check amperage draw on blower motor and feedwater pump.
7. Check control valves and switches.
8. Check all door bolts for tightness.
9. Check combustion efficiency on primary fuel and adjust air fuel controls for optimum efficiency.
10. Submit written report of services performed.

(5) RTK Control Valves and Positioners:**Provide Positioner Testing and Calibration for (5) Hot Water Control Valves**

- Facility personnel to assist in proper lockout and tagout of each individual hot water valve.
- Use a signal generator to simulate control signals of 25%/50%/75%/100% open and close.
- Verify that valve and actuator move to proper position.
- Verify that feedback signal reflects valve position, if applicable.
- Remove LOTO from each individual hot water valve and return to service.
- Repeat testing for a total of (5) valves, once per year.
- Provide written report of services performed.

Scope of Supply:**(3) Cleaver Brooks Boilers & (3) Bell & Gossett Circulation Pumps**

- Secure applicable section of hot water piping with failed expansion joint using proper lockout and tagout procedures.
- Drain each section of hot water piping with failed expansion joint.
- Remove the existing rubber expansion joints and dispose of in customer's trash receptacle.
- Provide and install (1) metal bellows expansion joint; (1) per each of (3) boilers and (2) per each of (3) Bell & Gossett circulation pumps.
- Provide and install necessary flange and gasket in piping system at proper measurements to accept new expansion joints.
- Remove lockout and tagout.
- Perform routine startup of equipment.
- Ensure all new expansion joints and connections are free of leaks.
- Provide customer with detailed report of all services performed.

**Notes:**

1. Customer is responsible for any re-insulation of piping if required.
2. No estimated thermal expansion design data was provided to C&C Boiler for each joint. Each 8" joint is designed for 3" Compression and 11/16" Lateral Movement. Each 6" joint is designed for 2.5" Compression and 3/8" Lateral Movement.
3. Each joint will be provided with control rod to limit thrust load and prevent over extension of joint.

Columbia Metro WWTP - Columbia, SC

Proposal No. 21MSC.26251 R3

We offer the total of the above services for the price..... \$49,145.04

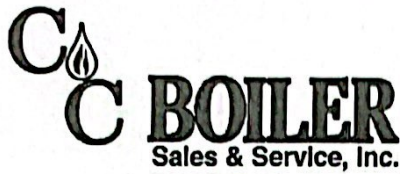
Price Breakdown:**Labor: \$24,957.00****Materials: \$22,932.48 (includes 8% sales tax)****Equipment: \$1,255.56****PLEASE NOTE:**

- It is the Owner's responsibility to cool the boiler properly before C&C's arrival, schedule their insurance inspector and water treatment representative and to inform C&C Boiler of the time they would like the boiler opened. We will need to be there 4 hours minimum prior to the inspector's arrival in order to fully open and prepare the boiler.
- Preventative Maintenance Agreement customers are eligible for a 10% discount on original equipment part orders. It is the purchaser's responsibility to provide the agreement number and request the discount at the time of parts orders.

Notes / Clarifications / Terms:

- Terms: Net 30 days on approved accounts, 1.5% interest charged on all past due accounts.
- No taxes, permits for use or fees are included – please provide tax status.
- All work will be performed during normal working hours (8 hour days), from 7:30am through 5:30pm, Monday through Thursday. If work is required outside of these hours or on the weekend, overtime charges will be added.
- This proposal does not include maintenance on equipment other than specified herein.
- Any deviation from these specifications, involving additional material or labor, will require authorization by Owner and could constitute additional charges.
- Any debris, soot or boiler scale will be placed in and removed by customer supplied refuse container.
- Should any asbestos be present in the area of our employees, work will stop until C&C Boiler is provided with written proof of proper abatement.
- Pricing is firm for 60 days from the date of this proposal.
- IN NO EVENT WILL C&C BOILER BE LIABLE FOR ANY DAMAGES, LOST SAVINGS, OR OTHER ACTUAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE, LOSS OF USE, OR PERFORMANCE OF EQUIPMENT SERVICED OR REPAIRED BY THE C&C BOILER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST CUSTOMER OR COMPANY BY ANY OTHER PARTY ARISING HEREUNDER. CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL SUCH ACTIONS OR CLAIMS.
- COMPANY'S LIABILITY HEREUNDER FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO MONIES ACTUALLY PAID BY CUSTOMER TO COMPANY FOR SERVICES PROVIDED BY COMPANY HEREUNDER.

Thank you again for allowing C&C Boiler Sales & Service, Inc. the opportunity to provide this proposal. If you have any questions or require additional information, please don't hesitate to contact us anytime.



- OEM Field Services
- Inspections and Annual Services
- Pressure Vessel & Refractory Services
- Equipment & OEM Replacement Parts
- Rental Boilers & Auxiliaries
- Burner / Controls Upgrades
- SC License # G10244

November 9, 2021

Proposal No. 21MSC.26079 R2

Columbia Metro WWTP
1200 Simmon Tree Lane
Columbia, SC 29201



Re: Replace Gas Housing

Proposal

Thank you for allowing C&C Boiler Sales & Service, Inc. the opportunity to provide the following proposal for your review and consideration. We propose to furnish all the necessary labor, tools, equipment, materials and insurance to perform the following scope of service:

Equipment Covered:

#1 Cleaver Brooks Boiler; CBLE 700-150-125HW; T5240-1-1

Scope of Supply:

- Secure boiler using proper lockout and tagout procedures.
- Customer to have boiler cooled prior to C&C arrival.
- Open front door of boiler and remove all old gasket materials.
- Clean all gasket surfaces.
- Remove the existing burner housing and remove the burner housing gasket.
- Install new burner housing with new, supplied burner housing gasket.
- Clean front door gasket surface and install new, supplied gaskets.
- Close front door of boiler.
- Remove lockout and tagout.
- Run boiler through combustion curve making adjustments as necessary.
- Record all adjustments.
- Provide customer with a detailed report of services performed.



We offer these services for the price..... \$9,970.00

* Above pricing is firm for 60 days from date of proposal.

Price Breakdown:

Labor: \$1,962.00

Materials: \$7,458.00 (including 8% sales tax)

Equipment: \$200.00

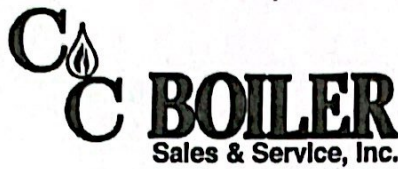
North Carolina – South Carolina – Virginia – West Virginia

www.ccboiler.com

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Corporate Headquarters
C&C Boiler Sales & Service, Inc.
3401 Rotary Drive
Charlotte, NC 28269
P: 800.333.1631

Expansion Joints.



- OEM Field Services
- Inspections and Annual Services
- Pressure Vessel & Refractory Services
- Equipment & OEM Replacement Parts
- Rental Boilers & Auxiliaries
- Burner / Controls Upgrades
- SC License # G10244

October 5, 2021

Proposal No. 21MSC.27038

Columbia Metro Wwtp
1200 Simmon Tree Lane
Columbia, SC 29201



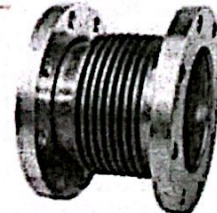
Re: Replace Existing Rubber Expansion Joints with Metal Bellows Expansion Joint

Proposal

Thank you for allowing C&C Boiler Sales & Service, Inc. the opportunity to provide the following proposal for your review and consideration. We propose to furnish all the necessary labor, tools, equipment, materials and insurance to perform the following scope of service:

Scope of Supply:

- Secure applicable section of hot water piping with failed expansion joint using proper lockout and tagout procedures.
- Drain each section of hot water piping with failed expansion joint.
- Remove the existing rubber expansion joints and dispose of in customer's trash receptacle.
- Provide and install (1) metal bellows expansion joint.
- Provide and install necessary flange and gasket in piping system at proper measurements to accept new expansion joints.
- Remove lockout and tagout.
- Perform routine startup of equipment.
- Ensure all new expansion joints and connections are free of leaks.
- Provide customer with detailed report of all services performed.



We offer these services for the price..... \$4,354.60 per 8" expansion joint (3 total required)

We offer these services for the price..... \$3,324.50 per 6" expansion joint (6 total required)

* Above prices include 7% sales tax

Notes:

1. Customer is responsible for any re-insulation of piping if required.
2. No estimated thermal expansion design data was provided to C&C Boiler for each joint. Each 8" joint is designed for 3" Compression and 11/16" Lateral Movement. Each 6" joint is designed for 2.5" Compression and 3/8" Lateral Movement.
3. Each joint will be provided with control rod to limit thrust load and prevent over extension of joint.

Notes / Clarifications / Terms:

- Terms: Net 30 days on approved accounts, 1.5% interest charged on all past due accounts.

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3401 Rotary Drive
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R212314 - C & C Boiler Sales & Service**Special Note:**

\$15,583.30 was added to the Sole Source for future or additional funds for increased quantities of good listed on the current Purchase Order.

We respectfully request Council's approval for this purchase using the Sole Source Vendor, C&C Boiler Sales & Service at the following cost.

Sole Source Procurement for Parts and Labor for three Clever Brooks Boilers	
Parts and Materials	\$ 64,986.95
Labor	\$ 26,919.00
Equipment Fees	\$ 200.00
Additional Money for Future Parts and Labor	\$ 17,894.05
PO Total	\$ 110,000.00

Sec. 2-204.-Item (5) - 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: Sole source procurements.



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

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

REQUISITION NO.: R213982

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

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There was one response to RFQu010-21-22-CE Wastewater Collection System Hydraulic Modeling.

This Agreement shall expire, unless terminated earlier provided herein, on June 30, 2022, with the option to continue with work.

ATTACHMENTS:

- **#a:** APPROVED - 22011510 - Agreement for RFQu010-21-22-CE (PDF)
- **#b:** SS7613 - Project Location Map (PDF)

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu010-20-21-CE
Wastewater Collection System Hydraulic Modeling.

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 Hazen and Sawyer, (hereinafter referred to as the Consultant), to assist the City of Columbia in updating and using the City’s Wastewater System Hydraulic Model to evaluate system deficiencies and to determine system improvements as part of the CIP to address the deficiencies as part of the City’s Capacity Assurance Program required by the Consent Decree for the City of Columbia, SC.

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

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

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to obtain

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

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 provided herein, on June 30, 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* with the option to continue with work at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.
6. **COMPENSATION** – (See Exhibit B)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Sixty-Six Thousand Two Hundred Sixty-Four Dollars and No/100 (\$266,264.00).
- 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**

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

the Summary of Proposed Subconsultants shown on Exhibit D hereto.

Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the 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.

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

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 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.

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

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.

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

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

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

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

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

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

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants,

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

8. PERMITS & LICENSES

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

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

approvals and/or permits identified by the Consultant and pay any costs relating to same.

- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.
9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the 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.
10. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

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

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

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

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

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

Hazen and Sawyer

Name: Bill Orne
 Title: Senior Associate
 Address: 1122 Lady Street, Suite 1230
 Columbia, SC, 29201
 Phone: 803 779-0001
 Email: borne@hazenandsawyer.com

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

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

- 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 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.

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- 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 C 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.

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

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

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

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

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- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative

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- 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.
- 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,

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Wastewater Collection System Hydraulic Modeling

Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

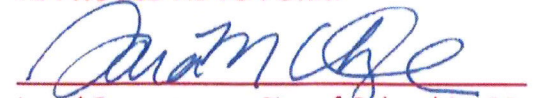
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC
1/7/2021

NAME OF FIRM

Alan L. Stone, PE / Vice President



Date: 1/20/2022

Print: Name/Title

Signature

(Corporate Seal)

Attest

Ronald L. Taylor, PE



Signature



Date: 1/20/2022

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule for Completion of Services

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Hazen and Sawyer
Wastewater Collection System Hydraulic Modeling

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EXHIBIT A SCOPE OF SERVICES

City of Columbia CIP# SS7613 Wastewater System Hydraulic Model

Project Description

Under RFQu010-20-21-CE Wastewater System Hydraulic Model (August 2021), Hazen and Sawyer was selected as the City's Wastewater System Hydraulic Model Consultant.

In early 2020, Hazen updated the InfoWorks hydraulic model based on 2015-2016 flow meter data. Since that time, the City continues to collect flow metering data (the latest data collection was over Winter 2020-2021) at select wastewater system locations to confirm existing conditions in compliance with the 2020 Hydraulic Model Report. The City desires to use the flow metering data to update the Hydraulic Model characterization and calibration, from time to time, to enhance the predictive capability of the model and to update portions of the capital improvements plan, as necessary, where the model updates inform the timing or the need for future improvements.

In consideration of the continuing need for wastewater collection system modeling services, the following is the proposed scope:

Task 1 – Hydraulic Model Update for Saluda River and West Columbia

Update the Hydraulic Model using the new 2020-2021 metering data and follow the protocols for model development and calibration established in the City's 2020 Hydraulic Model Report. The data collected generally covers the period between December 18, 2020 and February 20, 2021. It is not anticipated that meter data outside of this period will be used for the specified area recalibration.

Task 1.1 Flow Metering Data Evaluation:

Review the 2020-2021 flow monitoring data and compare the new data to the characteristics of the of the 2014, 2015, and 2016 flow monitoring periods. The following items will be completed as part of this task:

- 1.1.1 Obtain gauge adjusted radar rainfall data to adequately reflect the spatial distribution of rainfall over the sewer subbasins. An allowance of \$11,000 is established for the purchase of gauge adjusted radar rainfall data.
- 1.1.2 Characterize the 2020-2021 flow monitoring period based on rainfall, Gills Creek base flows (previously used as a surrogate for indication of base groundwater conditions), WWTP flows, and other relevant factors used in the previous model recalibration effort. Compare flows from previous monitoring periods and comment on the differences to benchmark recent historical flows.

- 1.1.3 Perform RTK analysis on the dataset to be used for calibration using the triple hydrograph method to describe the fast, moderate and slow flow response to rainfall.
- 1.1.4 Conduct a meeting to review the calculated RTK values determined above.

Task 1.2 – Model Update

Update the model, with input from the City, to capture the physical system up to the temporary flow meters located on lines not currently modeled and reflect changes in the system since the previous calibration. Specifically, this includes (but is not limited to) the Lower Saluda Parallel trunk sewer.

Extensions to temporary flow meters will include:

- ~1,200 feet of sewer to meter SR02B
- ~30 feet of sewer to meter SR12B

Task 1.3 – Model Verification

Verify the previously calibrated model against 2020-2021 flow monitoring data and produce statistics for the flow monitoring locations. Flow monitoring locations that meet model calibration criteria may not need to be updated during the recalibration process.

Task 1.4 – Model Recalibration:

Recalibrate the Hydraulic Model for the Sauda River and West Columbia basins to represent the most current conditions based on the 2020-2021 flow monitoring period. Calibration involves comparing modeled flows to actual observed flows from the flow monitoring data and the adjustment of model parameters to match calculated and observed conditions. The model will be calibrated to meet accuracy standards established in the previous hydraulic model calibration and as noted in the City's 2020 Hydraulic Model Report. The RTK method, and the groundwater modules within InfoWorks, will be used as necessary to achieve the goals and meet the calibration and verification standards.

- 1.1.1 It is assumed that the model will be recalibrated using a continuous simulation to all available wet-weather events that receive at least 0.5 inches of rainfall in 24 hours during the monitoring period. The model predicted flows will be compared at each flow monitoring locations from the flow monitoring data as available. The model will be recalibrated first for dry weather conditions and then to observed wet-weather events.
- 1.1.2 Review calibration criteria from previous efforts, especially meters with previous calibration issues. The meters that will be included in the review are:
 - SR01
 - SR09

- SR15
- SRPMP

1.1.3 The goals for model calibration (i.e., agreement between modeled and observed conditions) will be a minimum of three wet-weather events at each flow monitoring location. It is understood that the number of events used for calibration may vary depending upon the number of observed events available in the flow record. If portions of the model cannot be calibrated within these goals, the discrepancies will be discussed with the City and then resolved in agreed upon methodology.

1.1.4 Calibration will consider the following data sources:

- Temporary and permanent flow metering data. The calibration meters will consist of the following meters:
 - SR01
 - SR02A
 - SR02B
 - SR09
 - SR09A
 - SR09B
 - SR09C
 - SR14D
 - SR14E
 - SR14F
 - SR15
 - SR15A
 - SRPMP
- Smart manhole depth data:
 - 18770 MH 5621 Bush River Road
 - 17963MH Shaw and St Andrews
 - 31871MH 3216 Montcrest
 - 30389MH Lockner Ct / Broken Hill
 - 25204MH Botanical Garden/West Columbia
 - 28795 MH 200 Candi Ln.
 - CM SS-WC01-25235-MH Rising Hopes
 - 24175 MH 409 Blossom St.
- Pump station flow and run time data for modeled pump stations:
 - Saluda River Pump Station
 - West Columbia Pump Station
- Locations of reported SSOs during the flow monitoring period
- Use of EQ Storage (Saluda River Pump Station) during the flow monitoring period,

- 1.1.5 Dry-Weather Calibration:** A dry-weather model calibration workshop will be held to confirm the results of the calibration with City and CW2020. The calibration results workshop shall include the following:
- Identify areas that could not be calibrated or where the calibration is uncertain and why.
 - Dry weather calibration results by meter location (flow, volume, velocity, and depth). Present time series plots of depth, velocity, and discharge for the calibrated dry-weather period.
 - The information will be presented in the form of a PowerPoint and made available to the City.
- 1.1.6 Wet-Weather Calibration:** A wet-weather model calibration workshop will be held to confirm the results of the calibration with City and CW2020. The calibration results workshop shall include the following:
- Identify areas that could not be calibrated or where the calibration is uncertain and why.
 - Identify the final R values used in model calibration, identify areas where the groundwater model was applied.
 - Discuss groundwater conditions during the calibration period and the impact they had on the calibration.
 - Wet weather calibration results by meter location (peak flow, velocity, volume, depth). Present time series plots of depth, velocity, and discharge for calibration events, as well as peak depth, velocity, discharge, and total volume scatterplots for all storms monitored over a metering program.
 - Present modeled pipe capacity during existing wet-weather calibration events:
 - Color-coded maps showing the available pipe capacity during the calibration period.
 - Color-coded maps showing depth of flow during the calibration period.
 - The information will be presented in the form of a PowerPoint and made available to the City.

Task 1.5 – Technical Memorandum – Model Calibration Technical Memorandum

- Submit a draft Technical Memorandum documenting the calibration process for review.
- Meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Finalize the Technical Memorandum after incorporating comments.

Task 2 – CIP Verification and Updates

Review the previously planned CIP projects for the future flow conditions already established in the 2020 capital projects plan development based on the recalibrated basins. The CIP review will be limited to Saluda River and West Columbia basins. Alternative sizing will be developed to accommodate the recalibrated peak wet-weather flows if needed. These revisions to the CIP will be reviewed and vetted with the City. With concurrence from the City and the Program, revised project sheets, maps and cost opinion will be developed and submitted to the City.

Task 3 – Support Services

On an as-needed basis and as directed by the City, Provide engineering support including, but not limited to, the following types of basic services:

- Perform model simulations and prepare technical memorandum to support preliminary and final design efforts of projects performed by other consultants
- Refinement of Study improvement alternatives based on new information
- Expansion of the hydraulic model where requested by the City
- Sanitary sewer overflow (SSO) diagnostics support when SSOs are caused by wet weather events. Examples of support efforts include: storm event classification, critical manhole identification, root cause analysis

Task 4 – Project Administrative Services

Manage the efforts of its project team members by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration:

- Provide monthly invoicing and schedule to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Conduct project Kickoff meeting.
- Conduct monthly progress meetings. Workshops and review meetings will be schedule in conjunction with monthly progress meetings.

2. Summary of Deliverables:

- PowerPoint presentations of the resulting calibration efforts
- Technical Memorandum – Model Calibration Technical Memorandum
- Updated CIP Summary Sheets with maps and cost opinions

EXHIBIT B

COMPENSATION

City of Columbia CIP# SS7613 Wastewater System Hydraulic Model

The work to be performed under this agreement, based on Exhibit A – Scope of Services will be billed on a not-to-exceed upper limit cost of \$266,264. The estimated fee is broken out as follows:

Sewer Model Update, Saluda and West Columbia Basins Projected Manhours and Associated Fee								
	SA (Hrs)	SPE (Hrs)	AE (Hrs)	PD (Hrs)	H&S Labor Hrs	H&S Fee	Sub consult Fee	Total Fee
Task 1 - Hydraulic Model Update for Saluda River and West Columbia								
Task 1.1 Flow Metering Data Evaluation					0			\$0
- Gauge Adjusted Radar Rainfall Development					0	\$0	\$11,000	\$11,000
- 2020-21 Monitoring Periods Characterization	16	20	20		56	\$9,340		\$9,340
- RTK Analysis	16	80	80		176	\$26,560		\$26,560
Task 1.2 – Model Update	8	20		10	38	\$6,520		\$6,520
Task 1.3 – Model Verification	8	30	8		46	\$7,792		\$7,792
Task 1.4 – Model Recalibration	80	160	60		300	\$52,020		\$52,020
Task 1.5 – Technical Memorandum – Model Calibration Technical Memorandum	40	60	20	20	140	\$24,180		\$24,180
Expenses								
Subtotal	168	370	188	30	756	\$126,412	\$11,000	\$137,412
	SA (Hrs)	SPE (Hrs)	AE (Hrs)	PD (Hrs)	H&S Labor Hrs	H&S Fee	Sub consult Fee	Total Fee
Task 2 – CIP verification and updates								
CIP Verification and Updates	30	60	30	20	140	\$23,120		\$23,120
Expenses							\$0	\$0
Subtotal	30	60	30	20	140	\$23,120	\$0	\$23,120
	SA (Hrs)	SPE (Hrs)	AE (Hrs)	PD (Hrs)	H&S Labor Hrs	H&S Fee	Sub consult Fee	Total Fee
Task 3 – Support Services								
Support Services	100	200	100		400	\$68,000		\$68,000
Expenses								\$0
Subtotal	100	200	100	0	400	\$68,000	\$0	\$68,000
	SA (Hrs)	SPE (Hrs)	AE (Hrs)	PD (Hrs)	H&S Labor Hrs	H&S Fee	Sub consult Fee	Total Fee
Task 4 – Project Administrative Services								
Monthly PM Activities	32		8		40	\$8,152		\$8,152
Kickoff and Progress Meetings	40	80	60		180	\$29,580		\$29,580
Expenses								\$0
Subtotal	72	80	68	0	220	\$37,732	\$0	\$37,732
Overall Total	370	710	386	50	1516	\$255,264	\$11,000	\$266,264

Exhibit D summarizes the agreed upon 2021-2022 hourly rates by employee classification. Project expenses for subconsultants employed by Hazen and Sawyer, will be billed to the City at cost times a multiplier of 1.10 and billed at direct cost for other expenses such as travel and reproduction.

Task 3 Support Services will be provided for City requested tasks within the not-to-exceed task budget limit. The specific services requested and corresponding levels of effort will determine the number of tasks that can be accomplished within the budget limit. A separate Task Order prepared by the Consultant for each assignment with a scope of work, upper limit cost, and schedule may be requested by the City.

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates accordance with Exhibit D. The hourly rates provided shall include all expenses.

All invoices for this Contract shall provide line items for the following breakout of services:

1. Invoiced Labor (by hour by staff and Task Order) - \$XXX,XXX.00 (XX hours x \$XXX/hr.)
2. The invoice shall also reference the total contact authorized amount, City purchase order number, date of services, detailed description of services provided during billing period, and amount remaining on each Task Order and the total contract value.

When services performed under this contract approach the not-to-exceed budget limit, the Consultant will notify the City in writing. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

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* with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

EXHIBIT C

PROJECT SCHEDULE

City of Columbia
CIP# SS7613
Wastewater System Hydraulic Modeling

The services described herein will be accomplished in response to specific requests from the City according to a mutually agreeable schedule established within a period from notice to proceed through June 30, 2022. It is anticipated that the major task items will be completed as follows:

Task	Start Date	End Date
Task 1 - Hydraulic Model Update for Saluda River and West Columbia	Dec. 1, 2021	June 1, 2022
Task 1.1 Flow Metering Data Evaluation	Dec. 1, 2021	Dec. 17, 2021
Task 1.2 – Model Update	Dec. 1, 2021	Dec. 17, 2021
Task 1.3 – Model Verification	Jan. 17, 2022	Jan. 21, 2022
Task 1.4 – Model Recalibration	Feb. 21, 2022	April 15, 2022
Task 1.5 – Technical Memorandum – Model Calibration Technical Memorandum	May 15, 2022	June 1, 2022
Task 2 – CIP verification and updates	May 15, 2022	June 30, 2022
Task 3 – Support Services	Dec. 1, 2021	June 30, 2022
Task 4 – Project Administrative Services	Dec. 1, 2021	June 30, 2022

A detailed project schedule will be developed and submitted to the City during the kickoff meeting.

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Vieux & Associates, Inc.		Radar Rainfall Data	\$9,950	3.73%	N/A	
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT \$ \$9,950
TOTAL CONTRACT AMOUNT: \$ \$266,264

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

Business Name: - Hazen and Sawyer
 Representative Name/Title:  Sr. Associate
 Date: 12/9/2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Vieux & Associates, Inc.

Company Name

301 David L Boren Blvd., Suite 3050

Physical Address

Mailing Address

Norman, OK 73072-7267

City/State Zip Code + 4

(405) 325-1818

Phone number

()

Fax number

Jean Vieux

Primary Contact Name

James Logan

Secondary Contact Name

jean.vieux@vieuxinc.com

Primary Contact Email Address

james.logan@vieuxinc.com

Secondary Contact Email Address

73-1395730

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 #

3) 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 #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

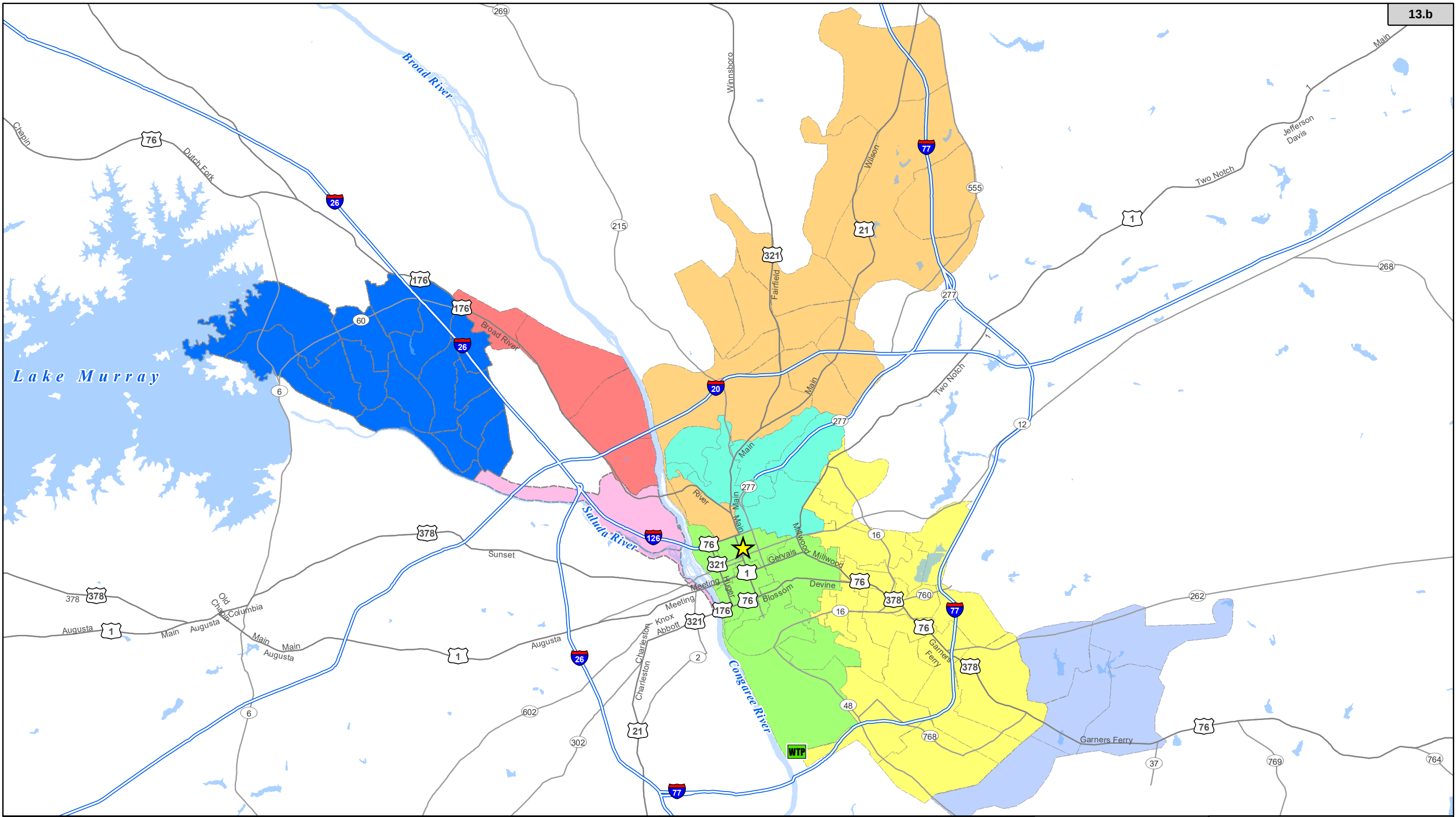
Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #





CBP-4/14/2021
Y:\Projects\Active\CW2020_Master\Production_Maps
ProjectLocation_Maps\CIP

 City Hall	 Broad River	 Rocky Branch
 Metro WWTP	 Crane Creek	 Saluda River
	 Gills Creek	 Smith Branch
	 Mill Creek	 West Columbia


1 inch = 2 miles
0 1.25 2.5 Miles

SS7613 - Wastewater System Hydraulic Model

Prepared For: **Packet Pg. 277**



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT AND ZONING MAP AMENDMENT for
44.38 acre portion, County Line Trail; TMS# 31700-01-04(p)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Ordinance No.: 2022-001 Annexing 44.38 acres County Line Trail, Richland County TMS# 31700-01-04 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

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

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

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.

ATTACHMENTS:

- **#a:** Annexation Exhibit_RG-1_9.29.21 44.38ac CountyTrailLine TMS#31700-01-04 (PDF)

- #b: 2022-001 Annex and Incorporate County Line Trail (PDF)

HISTORY:

01/18/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

44.38 acre portion, County Line Trail; TMS# 31700-01-04(p)

Council District:	4
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development (PD) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.
Applicant:	Mulberry Hall Properties, LLC / Sandy Oaks Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	11/01/2021; Approval (8-0)
ZPH, 1 st Reading:	01/18/2022; Pending
2 nd Reading:	02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 44.38 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Planned Development (PD)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the annexation will result in an increased number of calls for service. The estimated cost to serve the proposed development would be **approximately \$82,000 per year**, based on calls to nearby properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this area. As a result of recent growth in the Woodcreek Farms area our services will be strained until we can get added personnel, equipment and funding. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

This property is in Palmetto Utilities sewer service area. It will be the property owner's responsibility to extend water to the property.

Water Customer Care

The proposed development will generate new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a designated Secondary Area in the Urban Service Area plan. A +/- 236-lot single-family subdivision is proposed for the property (Ellington Phase II), and based on this development the estimated real estate tax revenue generated for the City would be **approximately \$204,000 per year**, based on the average taxable value of similar homes nearby.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City’s existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred

after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Development (PD) to the North. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the West and South and RU to the East.

The proposed City of Columbia zoning district is Planned Development (PD).

Planned Development District (PD-#)

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood. Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

STAFF RECOMMENDATION

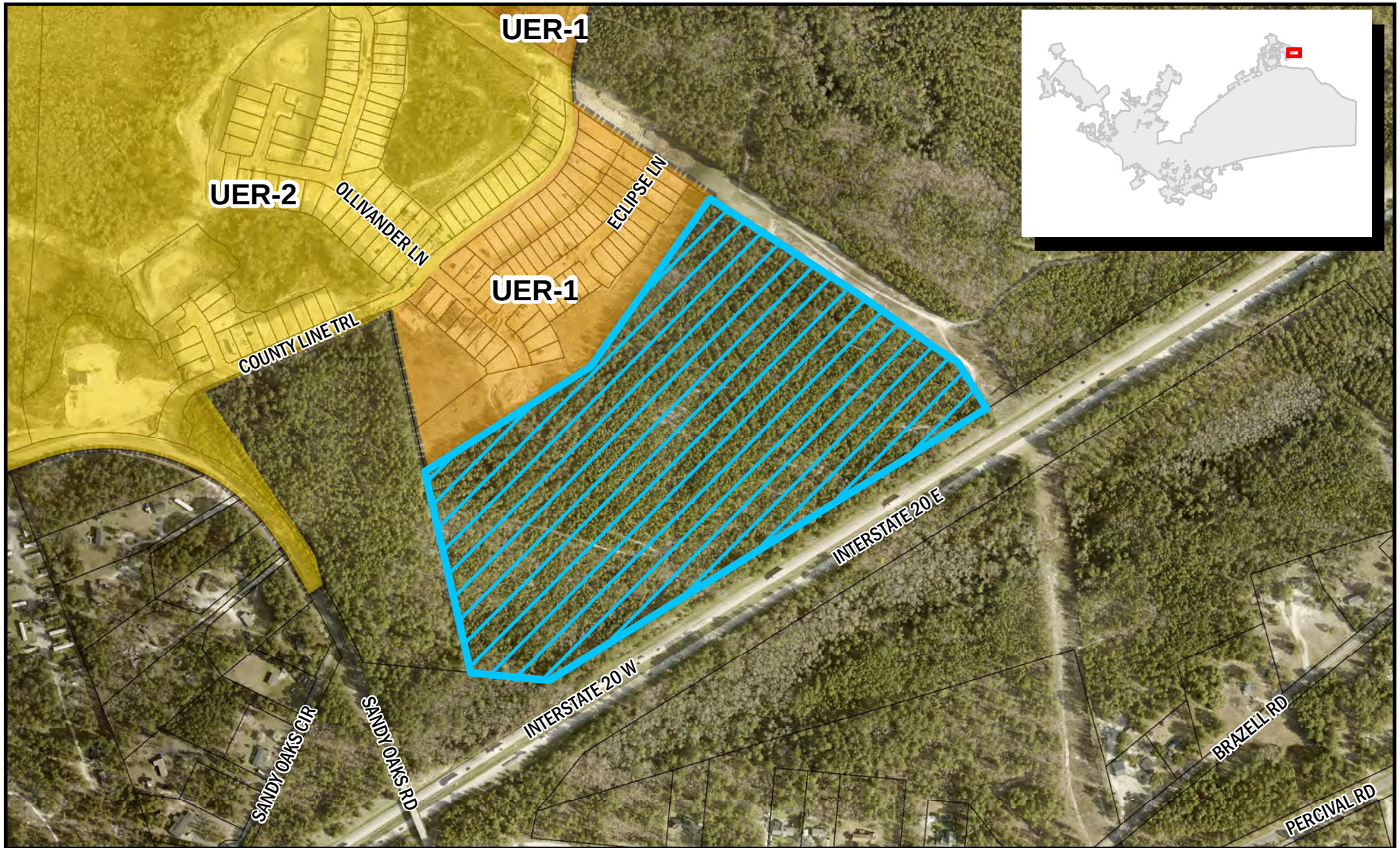
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development (PD) at the time of annexation.



Future Land Use Map

44.38 acre portion, County Line Trail, TMS# 31700-01-04(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: UER-1

14.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2021



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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 284

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

44.38 acre portion, County Line Trail, TMS# 31700 14.a
Current Rich. Co. Zoning: M-1, Proposed Zoning: PD



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2021



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DISCLAIMER:
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Packet Pg. 285

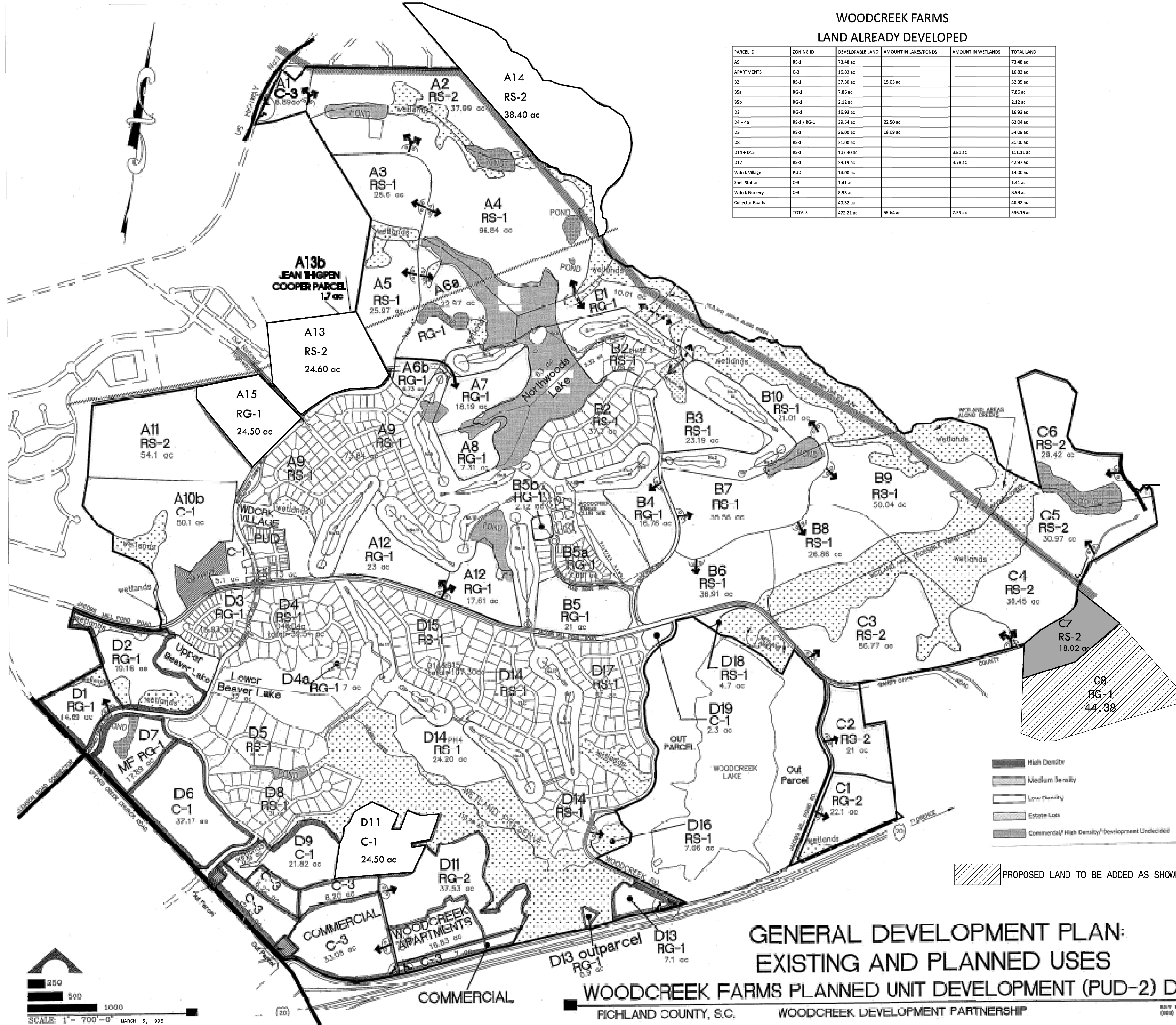
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

WOODCREEK FARMS
LAND ALREADY DEVELOPED

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A9	RS-1	73.48 ac			73.48 ac
APARTMENTS	C-3	16.83 ac			16.83 ac
B2	RS-1	37.30 ac	15.05 ac		52.35 ac
B5a	RG-1	7.86 ac			7.86 ac
B5b	RG-1	2.12 ac			2.12 ac
D3	RG-1	16.93 ac			16.93 ac
D4 + 4a	RS-1 / RG-1	39.54 ac	22.50 ac		62.04 ac
D5	RS-1	36.00 ac	18.09 ac		54.09 ac
D8	RS-1	31.00 ac			31.00 ac
D14 + D15	RS-1	107.30 ac		3.81 ac	111.11 ac
D17	RS-1	39.19 ac		3.78 ac	42.97 ac
Wdcrk Village	PUD	14.00 ac			14.00 ac
Shell Station	C-3	1.41 ac			1.41 ac
Wdcrk Nursery	C-3	8.93 ac			8.93 ac
Collector Roads		40.32 ac			40.32 ac
TOTALS		472.21 ac	55.64 ac	7.59 ac	536.16 ac

WOODCREEK FARMS
LAND AVAILABLE FOR DEVELOPMENT

PARCEL ID	ZONING ID	DEVELOPABLE LAND	AMOUNT IN LAKES/PONDS	AMOUNT IN WETLANDS	TOTAL LAND
A1	C-3	9.00 ac			9.00 ac
A2	RS-2	37.99 ac	2.68 ac	5.05 ac	45.72 ac
A3	RS-1	25.60 ac			25.60 ac
A4	RS-1	96.84 ac	18.81 ac	16.25 ac	131.90 ac
A5	RS-1	25.97 ac		2.65 ac	28.62 ac
A6a	RG-1	22.97 ac	14.31 ac	2.86 ac	40.14 ac
A6b	RG-1	6.73 ac			6.73 ac
A7	RG-1	18.19 ac	14.28 ac		32.47 ac
A8	RG-1	7.31 ac	5.68 ac	1.69 ac	14.68 ac
A10b	C-1	50.1 ac		7.11 ac	57.21 ac
A11	RS-2	54.08 ac			54.08 ac
A12	RG-1	40.61 ac	0.73 ac		41.34 ac
A15	RG-1	24.50 ac			24.50 ac
WDCRK VILL	PUD	13.00 ac		3.00 ac	16.00 ac
B1	RG-1	10.91 ac	3.69 ac	7.78 ac	22.36 ac
B2-PH3	RS-1	9.22 ac		5.19 ac	14.41 ac
B3	RS-1	23.19 ac		2.67 ac	25.86 ac
B4	RG-1	16.76 ac			16.76 ac
B5	RG-1	21.00 ac			21.00 ac
B6	RS-1	36.91 ac		0.92 ac	37.83 ac
B7	RS-1	35.56 ac	2.44 ac		38.00 ac
B8	RS-1	26.89 ac		15.93 ac	42.82 ac
B9	RS-1	50.04 ac		32.77 ac	82.81 ac
B10	RS-1	21.01 ac	2.09 ac	42.19 ac	65.29 ac
C1	RG-2	22.10 ac		1.83 ac	23.93 ac
C2	RS-2	21.00 ac			21.00 ac
C3	RS-2	56.77 ac		26.11 ac	82.88 ac
C4	RS-2	30.45 ac		24.17 ac	54.62 ac
C5	RS-2	30.97 ac	2.90 ac	7.64 ac	41.51 ac
C6	RS-2	29.42 ac	5.55 ac		35.97 ac
D1	RG-1	14.69 ac		1.78 ac	16.47 ac
D2	RG-1	19.16 ac	9.45 ac	11.09 ac	39.70 ac
D6	C-1	37.17 ac			37.17 ac
D7	MF RG-1	17.89 ac	2.04 ac		19.93 ac
D9	C-1	21.89 ac		0.59 ac	22.48 ac
D11	C-1	62.03 ac			62.03 ac
D13	RG-1	7.10 ac			7.10 ac
D13 out parcel	RG-1	0.90 ac			0.90 ac
D14	RS-1	24.20 ac			24.20 ac
D16	RS-1	2.71 ac		4.35 ac	7.06 ac
D18	RS-1	1.69 ac		11.59 ac	13.28 ac
D19	C-1	2.30 ac			2.30 ac
WDCRK COMM.	C-3	67.11 ac			67.11 ac
A-13	RS-2	24.60 ac			24.6 ac
A-13b	RS-1	1.70 ac			1.70 ac
A-14	RS-2	53.00 ac		14.40 ac	67.40 ac
C7	RS-2	18.02 ac			18.02 ac
C8	RG-1	44.38 ac			44.24 ac
TOTALS		1,295.49 ac	85.65 ac	253.23 ac	1,634.37 ac



WOODCREEK FARMS

GOLF COURSE + CLUB HOUSE

214.29 AC

WETLAND PRESERVE

110.25 AC

SITE TOTAL (INCLUDING WETLANDS, PONDS, LAKES):

DEVELOPED AREAS= 513.16 ACRES

UNDEVELOPED AREAS= 1634.37 ACRES

GOLF COURSE AREA= 214.29 ACRES

WETLAND PRESERVE= 110.25 ACRES

TOTAL= 2,472.21 ACRES

ALL ACREAGES AND AREAS APPROXIMATE ONLY.
BOUNDARIES HAVE NOT BEEN CONFIRMED BY SURVEY

GENERAL DEVELOPMENT PLAN:
EXISTING AND PLANNED USES

WOODCREEK FARMS PLANNED UNIT DEVELOPMENT (PUD-2) DRAWING 2,472.21 AC

RICHLAND COUNTY, S.C.

WOODCREEK DEVELOPMENT PARTNERSHIP

8511 North Trevelyan Road, Columbia, SC
(803) 767-1121

ORDINANCE NO.: 2022-001

Annexing 44.38 acres County Line Trail, Richland County TMS# 31700-01-04 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as County Line Trail and TMS# 31700-01-04 (portion) containing 44.38 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 114.07, and assigned a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Planned Development (PD).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 31700-01-04 (portion)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-001
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, with the improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 44.38 acres, more or less, and shown on a plat prepared for Sandy Oaks Development LLC, by Belter & Associates, Inc., on survey date August 5, 2021. Reference being made to said plat for a more complete and accurate description; all measurements being a little more or less.

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
3923 Bright Avenue; TMS# 13708-08-14

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Ordinance No.: 2022-002 Annexing 3923 Bright Avenue, Richland County TMS# 13708-08-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

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

Applicant: Andrea Godby

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.

ATTACHMENTS:

- **#a:** ANNEX-2021-0019_3923BrightAve_Council (PDF)
- **#b:** 2022-002 Annex and Incorporate 3923 Bright Avenue (PDF)

HISTORY:

01/18/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 3923 Bright Avenue; TMS# 13708-08-14

Council District: 3

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

Applicant: Andrea Godby

Staff Recommendation: Approval

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

ZPH, 1st Reading: 01/18/2022; Pending

2nd Reading: 02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.41 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole-Primary
Current County Land Use Classification: Mixed Residential High Density
Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Single Family High Density (RS-HD)
Proposed City Zoning: Residential Single Family-Small Lot (RSF-3)
Census Tract: 26.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the annexation will result in an increased number of calls for service. The estimated cost to serve this single family residence would be **approximately \$340 per year**, based on call levels in nearby residential areas of the City.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole – Primary in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately \$600 per year**, based on the current taxable value of the property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole-Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential High Density by Richland County.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Rosewood Corridor & Neighborhood Plan](#) (2012). As the subject property was not located within the City limits at the time of the planning effort, no specific recommendations for future land use or zoning were made for the property, though the plan did note that the property could be located within the potential neighborhood design overlay area (Ch. 4 Page 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Single Family-Small Lot (RSF-3) to the North, West, and South. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the North and East.

The proposed City of Columbia zoning district is Residential Single Family-Small Lot (RSF-3)

Residential Single Family-Small Lot (RSF-3)

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

STAFF RECOMMENDATION

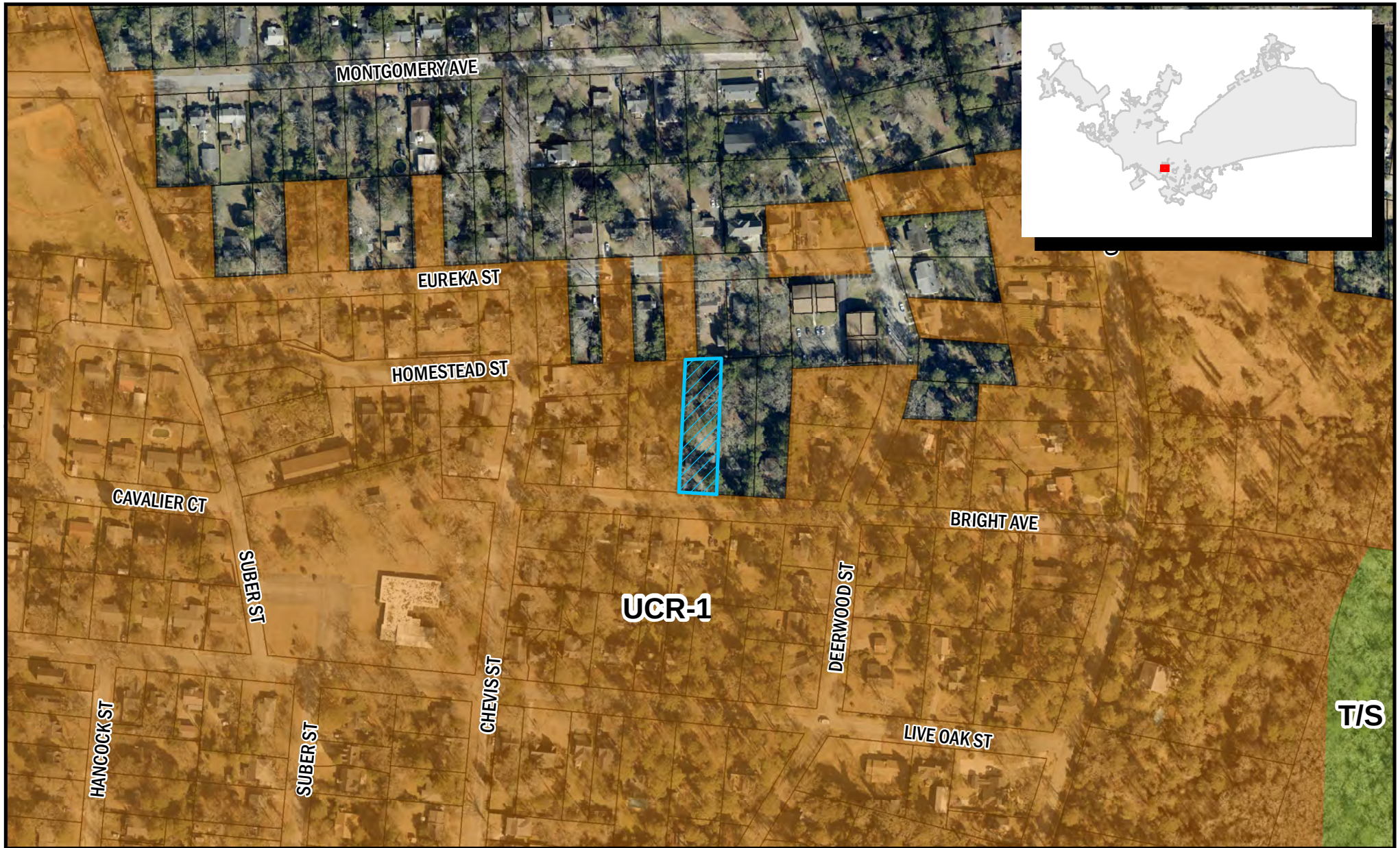
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family-Small Lot (RSF-3) at the time of annexation.



Future Land Use Map

3923 Bright Avenue, TMS# 13708-08-14;
Current Rich. Co. FLU: Mixed Residential High Density, Proposed FLU: UCR-1

15.a



T/S

Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/12/2021



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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 296

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

3923 Bright Avenue, TMS# 13708-08-14;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RSF-3

15.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2021



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Feet

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-002

Annexing 3923 Bright Avenue, Richland County TMS# 13708-08-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 3923 Bright Avenue and TMS# 13708-08-14 containing 0.41 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 26.03, and assigned a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Planned Residential Single-Family – Small Lot (RSF-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 13708-08-14

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry _____

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-002
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with the improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot Number Seven (7) on a plat of Willie Mae Sistrunk, prepared by Columbia Engineering Company, dated October 30, 1953, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 4 at Page 159; and being further shown on a plat prepared for William L. Rose and Laura R. Rose by Claude R. McMillan, Jr., Registered Land Surveyor, dated August 11, 1975; and being further shown on a plat prepared for Christine Anne Case by Belter and Associates, Inc., dated May 20, 1982 and recorded in the Office of the Register of Deeds for Richland County in Plat Book Z at Page 2428. Reference being made to said latter plat for a more complete and accurate description; all measurements being a little more or less. This description is made in lieu of the metes and bounds as permitted by law under § 30-5-250 of the South Carolina Code of Laws, 1976, as amended.

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT AND ZONING MAP AMENDMENT for 4021
Trotter Road; TMS# 22008-01-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Ordinance No.: 2022-004 Annexing 4021 Trotter Road, Richland County TMS# 22008-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

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

Applicant: Nathaniel Johnson

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.

ATTACHMENTS:

- **#a:** ANNEX-2021-0021_4021TrotterRd_council (PDF)
- **#b:** 2022-004 Annex and Incorporate 4021 Trotter Road(PDF)

HISTORY:

01/18/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 4021 Trotter Road; TMS# 22008-01-01

Council District: 4

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

Applicant: Nathaniel Johnson

Staff Recommendation: Approval

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

ZPH, 1st Reading: 01/18/2022; Pending

2nd Reading: 02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.58 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family High Density (RS-HD)
Proposed City Zoning: Residential Mixed (RM-1)
Census Tract: 116.06

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this property would be **approximately \$450 per year**, based on based on call levels in nearby residential areas of the City. If an additional 4 units are built, the cost would rise to **approximately \$2,300 per year**.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers. Any new development would bring new customers and additional revenue.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a designated Secondary Area in the Urban Service Area plan. At the property's current taxable value, the estimated real estate tax revenue generated for the City would be **approximately \$430 per year**, however if an additional 4 units are built on the property as the petitioner is exploring, the estimated real estate tax revenue generated for the City would be **approximately \$1,700 per year**, based on the average taxable value of similarly used properties.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial (GC) to the North. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the East, South, and West.

The proposed City of Columbia zoning district is Residential Mixed (RM-1).

Residential Mixed District (RM-1)

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

STAFF RECOMMENDATION

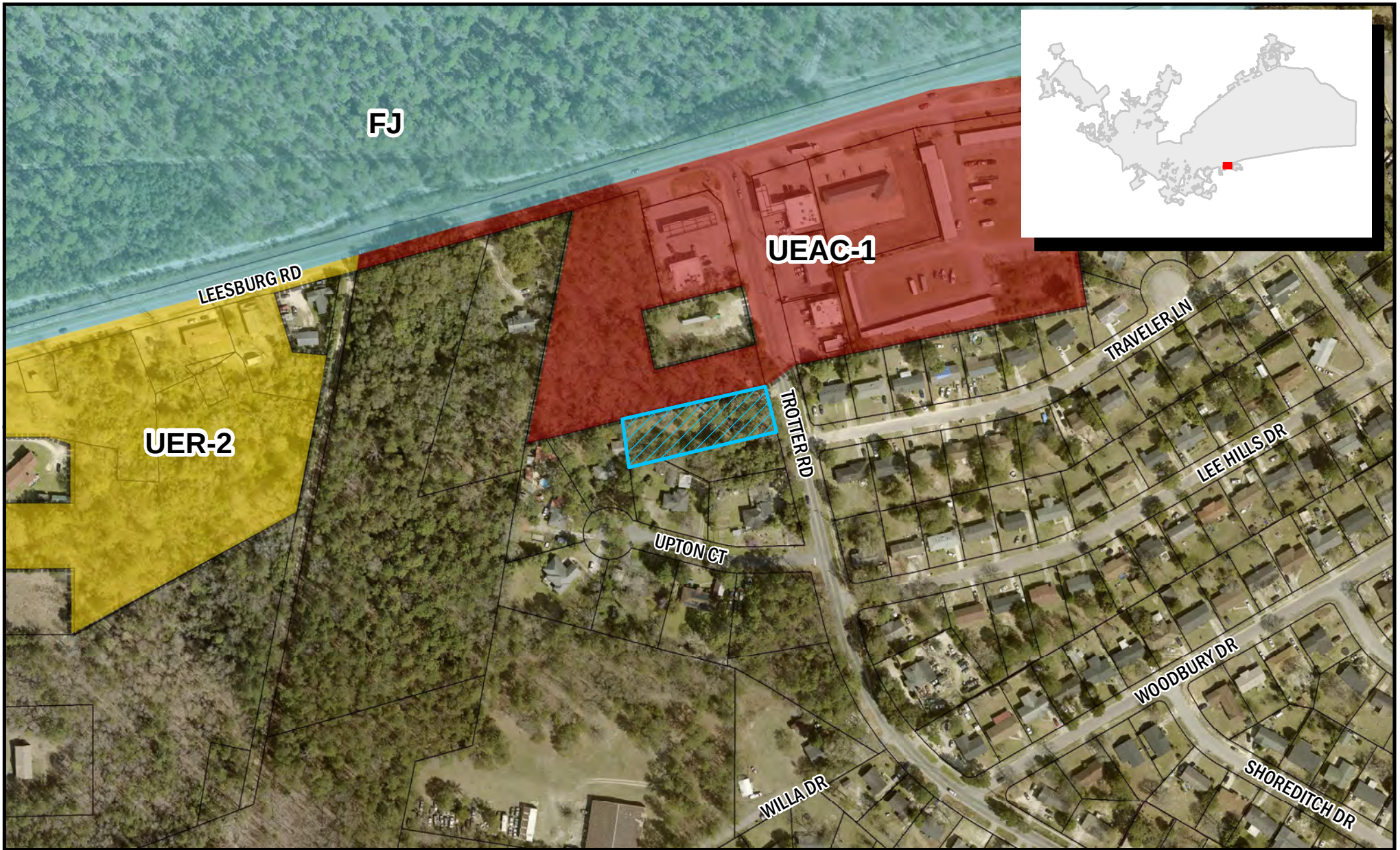
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Mixed (RM-1) at the time of annexation.



Future Land Use Map

4021 Trotter Road, TMS# 22008-01-01;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: UER-2

16.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/12/2021



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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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IS A

Packet Pg. 307

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

4021 Trotter Road, TMS# 22008-01-01;
Current Rich. Co. Zoning: RS-HD, Proposed Zoning: RM-1

16.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 10/13/2021



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Feet

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 308

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-004

Annexing 4021 Trotter Road, Richland County TMS# 22008-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 4021 Trotter Road and TMS# 22008-01-01 containing 0.58 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 116.06, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Mixed (RM-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 22008-01-01

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-004
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with the improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.58 acre, more or less, and being shown on a plat prepared for Nathaniel Johnson, by Cox and Dinkins, Inc., dated August 9, 2021. Reference being made to said plat for a more complete and accurate description; all measurements being a little more or less.

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 2401 Two Notch Road(p) and 0.21 acres, E/S Waites Road, TMS #11511-11-10 (p) and 11511-11-08

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-005 - Amending the Official Zoning Map to modify the zoning for 2401 Two Notch Road and 0.21 acres E/S Waites Road, Richland County TMS #11511-11-10 (portion) and TMS #11511-11-08

Council District: 2

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

Applicant: Homeless No More

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.

ATTACHMENTS:

- **#a:** 2401Two_Notch_combined (PDF)
- **#b:** 2022-005 Rezone 2401 Two Notch Road and 0.21 acres ES Waites Road (PDF)

HISTORY:

01/18/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary **2401 Two Notch Road(p) and 0.21 acres, E/S Waites Street,** **TMS# 11511-11-10(p) and 11511-11-08**

Council District:	2
Proposal:	Request to rezone the property from Community Activity Center/Corridor District (CAC) to Residential Mixed District (RM-1).
Applicant:	Homeless No More
Staff Recommendation:	Approval
PC Recommendation:	12/06/2021; Approval (5-1)
ZPH, 1st Reading:	01/18/2022; Pending
2nd Reading:	02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.30 acres
Current Use: Vacant land
Proposed Use: Affordable housing
Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: Community Activity Center/Corridor District (CAC)
Proposed Zoning: Residential Mixed District (RM-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of [*A Plan for the Redevelopment of East Central City*](#) (2004), within Cluster Three. The Plan's site analysis identified the property and that which surrounded it as an area for potential revitalization, with the intersection of Harrison and Two Notch identified as a significant intersection/potential gateway (Section 3A, Page 12). The plan notes that "The Two Notch Rd corridor presents an opportunity to reduce the amount of existing commercial property, much of which is vacant or under-utilized, and to introduce a higher density residential element that could in turn support a small retail node." The Plan suggests a land use of Attached Single Family Residential (High Density) for the majority of the property within the Two Notch Road corridor, with Detached Single Family Residential (Low Density) suggested for the strip of the property which fronts along Waites Road (maybe a fifth of the block width) (Section 4A, Page 1). Catalyst 3-2 includes the subject property, but a specific site plan is only provided for the area south of Tremain Street, which does not include the subject property (Section 5, Page 31).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Community Activity Center/Corridor District (CAC). The abutting properties in the City of Columbia have base zoning of Residential Mixed District (RM-1) to the North and South, Community Activity Center/Corridor District (CAC) to the East, and Residential Single Family-Small Lot District (RSF-3) to the West.

The proposed zoning district is Residential Mixed District (RM-1).

Residential Mixed District (RM-1)

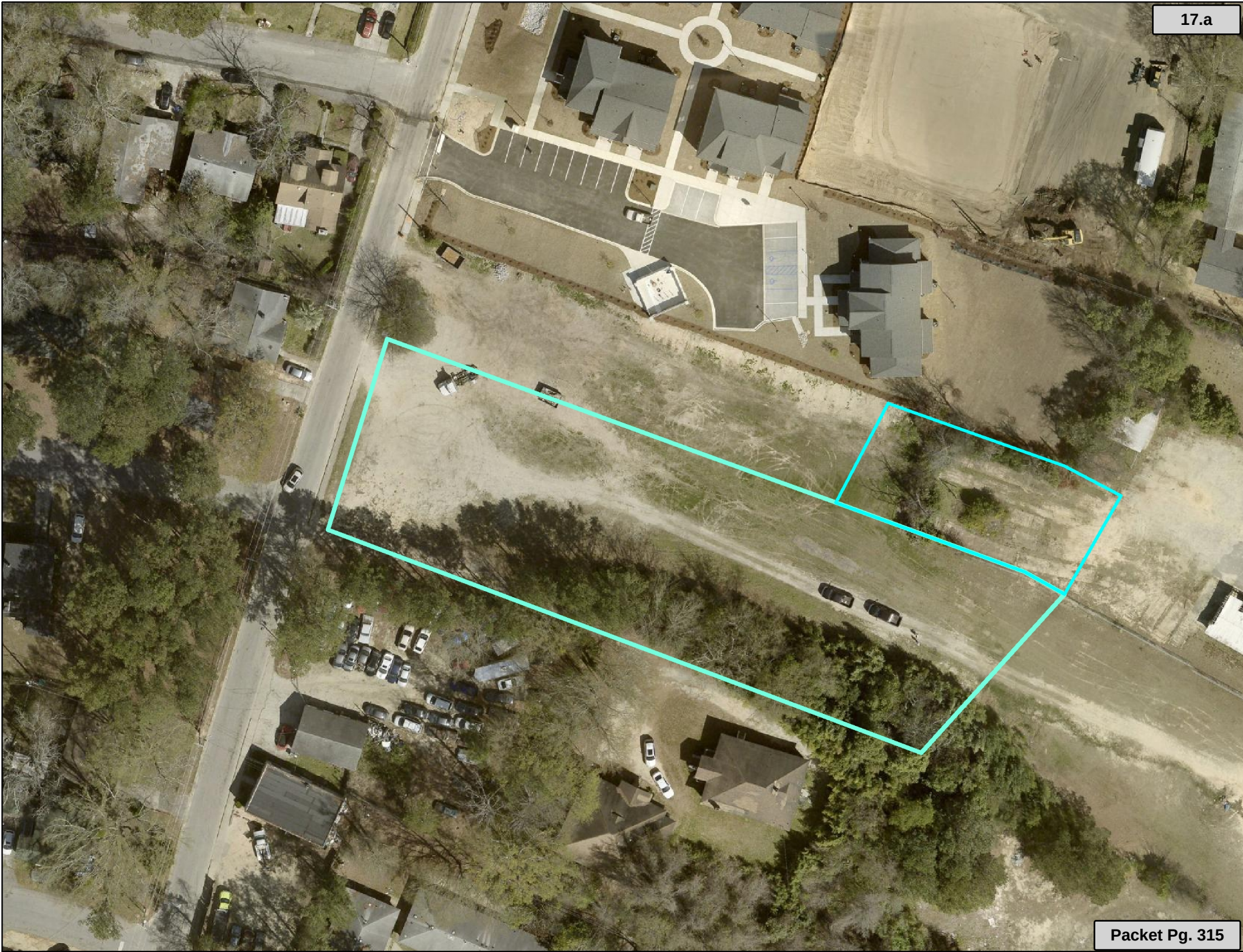
The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Community Activity Center/Corridor District (CAC)

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments.

STAFF RECOMMENDATION

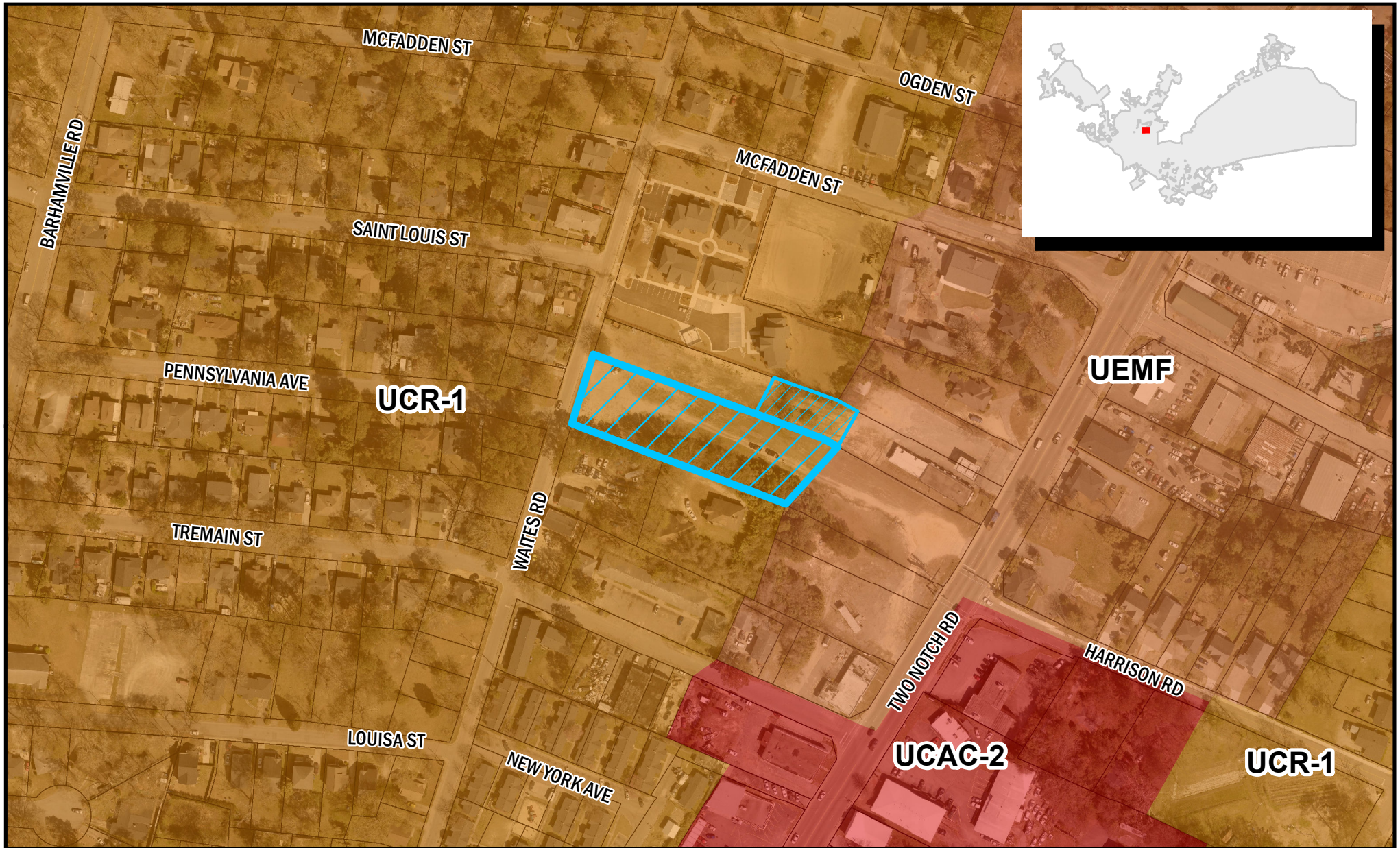
Staff finds that the proposed zoning change is consistent with the surrounding zoning, with the Comprehensive Plan land use classification and supports the recommendations of the East Central City area plan and therefore recommends **approval** of the request.



Future Land Use Map

2401 Two Notch Rd(p) and 0.21 acres, E/S Waites St, TMS# 11511-11-10(p) and 11511-1-1
Current FLU: UCR-1

17.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 11/9/2021



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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
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Packet Pg. 316

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

2401 Two Notch Rd(p) and 0.21 acres, E/S Waites St, TMS# 11511-11-10(p) and 11511-1-1
Current Zoning: CAC, Proposed Zoning: RM-1

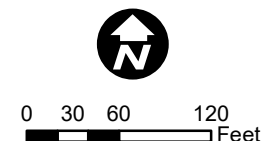
17.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 11/9/2021



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 317

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-005

Amending the Official Zoning Map to modify the zoning for 2401 Two Notch Road and 0.21 acres E/S Waites Street, Richland County TMS #11511-11-10 (portion) and TMS #11511-11-08

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 2401 Two Notch Road, Richland County TMS# 11511-11-10; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2401 Two Notch Road and 0.21 acres E/S Waites Street and TMS# 11511-11-10 (portion) and TMS #11511-11-08, and as shown in Attachment A, is hereby rezoned from Community Activity Center/Corridor District (CAC) to Residential Mixed District (RM-1). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

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



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 2632 Millwood Avenue and 2627, 2526, and 2623 Cherry Street, TMS# 11413-03-05, 11413-03-10, 11413-03-11, and 11413-03-12

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-006 - Amending the Official Zoning Map to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12

Council District: 3

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

Applicant: Thomas Rhodes III, Millwood Investments LLC

Staff Recommendation: Approval

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

First reading approval was given on January 18, 2022.

ATTACHMENTS:

- **#a:** 2632Millwood_combined (PDF)
- **#b:** 2022-006 rezone 2632 Millwood Avenue and 2627 2526 and 2623 Cherry Street (PDF)

HISTORY:

01/18/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

January 18, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary **2632 Millwood Avenue and 2627, 2526, and 2623 Cherry Street,** **TMS# 11413-03-05, 11413-03-10, 11413-03-11, and 11413-03-12**

Council District: 3

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

Applicant: Thomas Rhodes III, Millwood Investments LLC

Staff Recommendation: Approval

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

ZPH, 1st Reading: 01/18/2022; Pending

2nd Reading: 02/01/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.07 acres

Current Use: Vacant land

Proposed Use: Mixed Use

Current Land Use Classification: Urban Core Mixed Residential - Type 1 (UCMR-1)

Current Zoning: Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

Proposed Zoning: Mixed-Use District (MU-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Mixed Residential - Type 1 (UCMR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Mixed Residential Type 1 neighborhoods are appropriate in the central city and near major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, or a vision for intensification of transitional areas between lower density neighborhoods and higher activity corridors and centers. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential neighborhoods but scale is always important. Urban Core Mixed Residential Type 1 will usually transition to Urban Core mixed Residential Type 2 as development moves further from main arterials and activity centers.

Primary Types

- Single-family Attached
- Multi-family Medium
- Multi-family Mixed-use Small & Medium

Primary Types

- Single-family Detached
- Two-family
- Three-family
- Multi-family Small & Large

Tertiary Types

- Civic/Institutional Small & Medium
- Business/Employment Small & Medium (excl. Flex)
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject properties currently have base zoning Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1) and are partially included in the Old Shandon/Lower Waverly Historic Protection Overlay District (OV-HP) Area B (Buffer). The abutting properties in the City of Columbia have base zoning of Mixed-Use District (MU-1) to the North and East, Residential Mixed District (RM-2) to the East, and Residential Mixed District (RM-1) to the South and West.

The proposed zoning district is Mixed-Use District (MU-1), with continued partial inclusion in the Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP) Area B Buffer.

Office and Institutional District (O-I)

The purpose of the Office and Institutional (O-I) District is to provide lands that accommodate a broad range of civic and commercial development, as well as limited residential, typically in locations where visibility and good access are important. Development is encouraged to be configured with multiple uses, shared parking, and coordinated signage and landscaping. Higher-density residential development is encouraged on the upper floors of nonresidential establishments. Allowed uses include multi-family, mixed-use, hospitals, government offices, medical or dental offices, professional offices, and restaurants.

Residential Mixed District (RM-1)

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Mixed-Use District (MU-1)

The purpose of the Mixed-Use (MU-1) District is to provide lands that accommodate low-density, walkable, mixed-use development in a gridded street pattern with varied lot sizes. Allowed uses include single-family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, personal services, and institutional development.

Historic Preservation Overlay District (OV-HP)

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

STAFF RECOMMENDATION

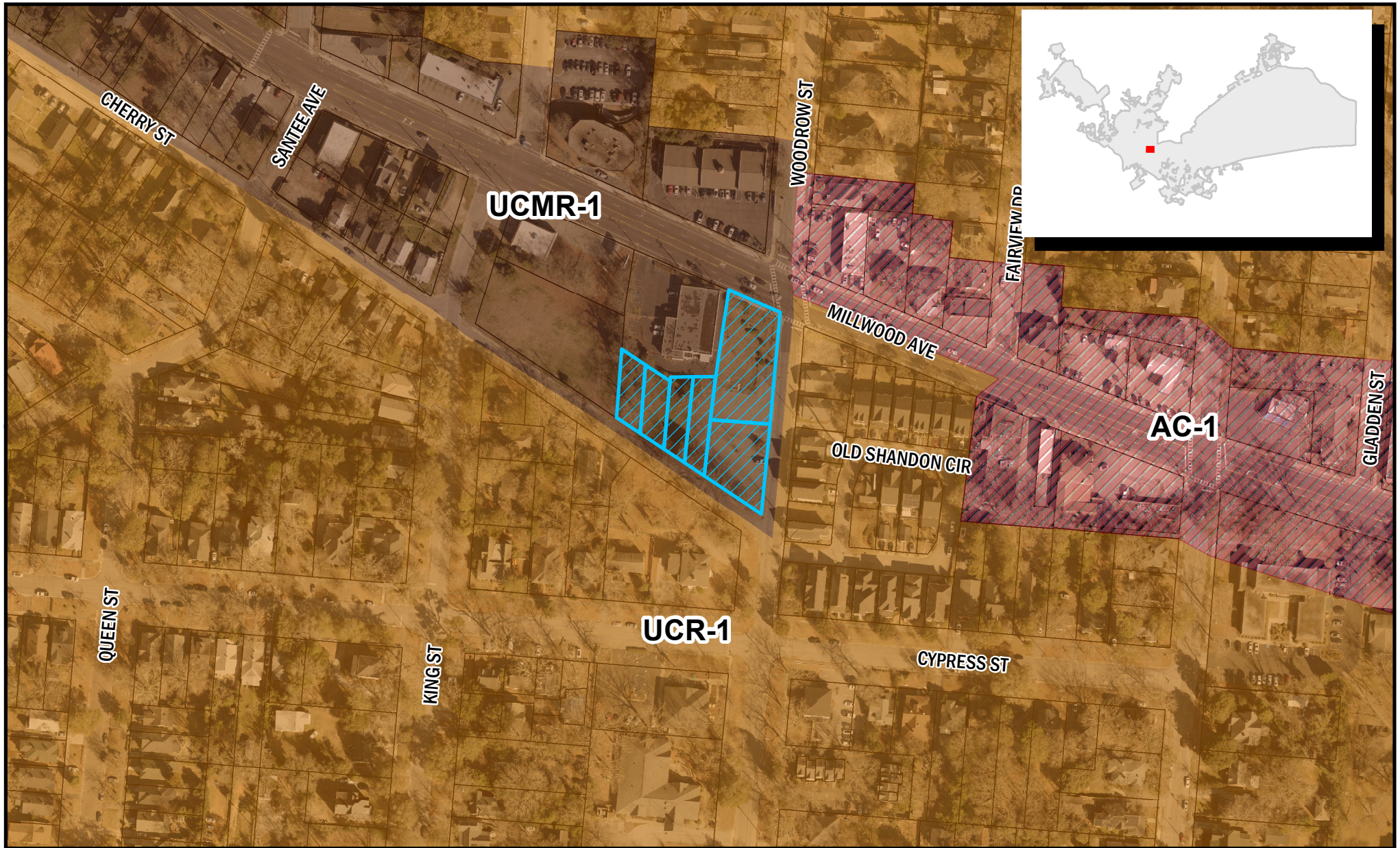
Staff finds that the rezoning request to MU-1 is consistent with surrounding context and zoning of adjacent parcels, as well as with the Comprehensive Plan land use classification and therefore recommends **approval** of the rezoning of the property from MU-1, O-I and RM-1, OV-HP (partial) to MU-1, OV-HP (partial).



Future Land Use Map

2632 Millwood Ave and 2627, 2526, and 2623 Cherry St
 TMS# 11413-03-05, -10, -11, and -12
 Current FLU: UCMR-1

18.a



Department of Planning &
 Development Services

ORIGINAL PREPARATION/DATE:
 This map was prepared by:

Shane Shaughnessy
 Date: 11/9/2021



0 50 100 200 Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
 THIS MAP IS THE PRODUCT OF COMPILATION,
 OR WAS PRODUCED BY OTHERS. IT IS FOR
 INFORMATION ONLY AND THE CITY OF COLUMBIA
 MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
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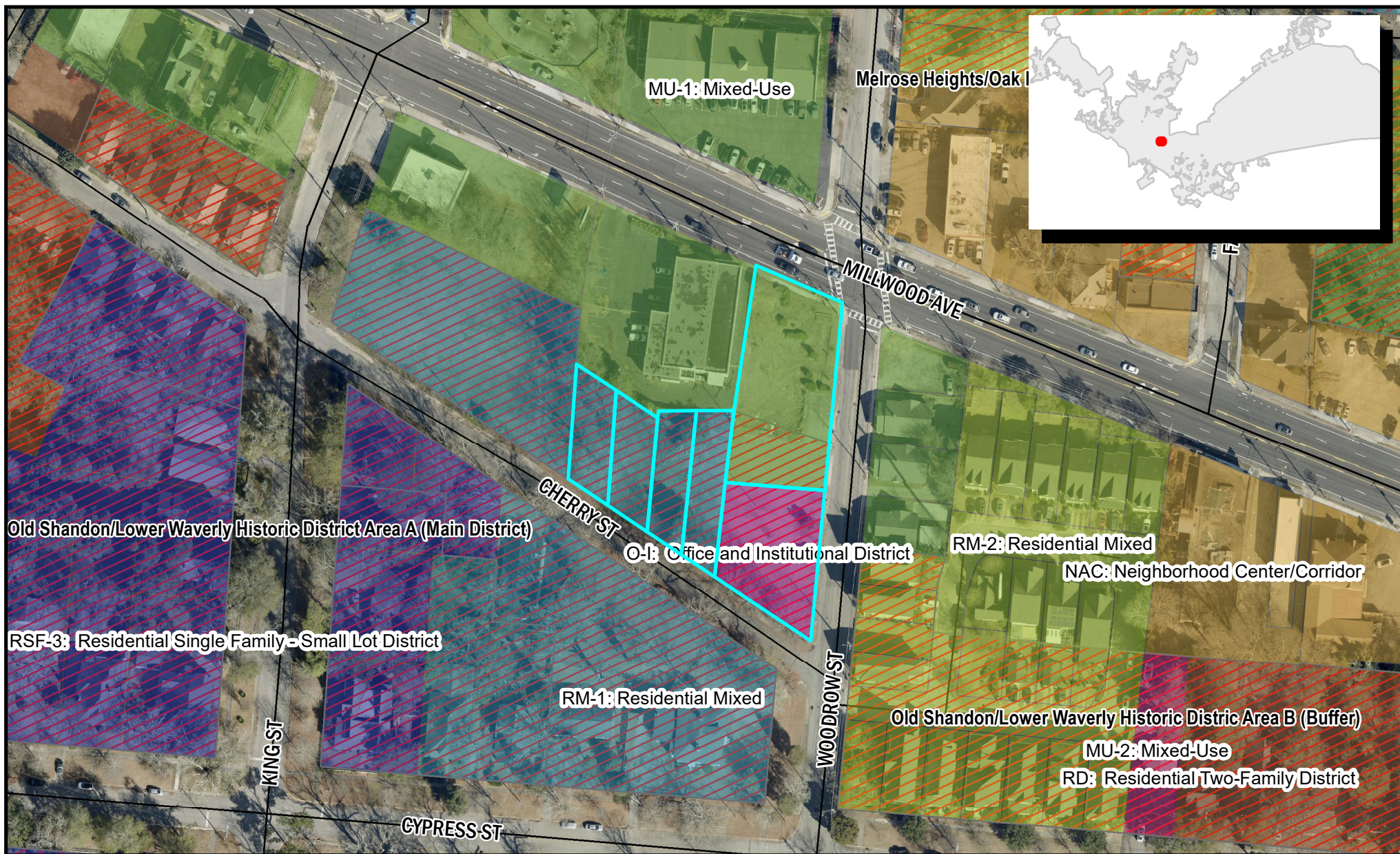
Packet Pg. 325

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

2632 Millwood Ave and 2627, 2526, and 2623 Cherry St, TMS# 11413-03-05, -10, -11
 Current Zoning: MU-1, O-I, RM-1, and OV-HP, Proposed Zoning: MU-1, OV-HP

18.a



Department of Planning &
 Development Services

ORIGINAL PREPARATION/DATE:
 This map was prepared by:

Shane Shaughnessy
 Date: 11/23/2021



0 30 60 120
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DISCLAIMER:
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 Planning and Development Services
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 for informational purposes only and
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Packet Pg. 326

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-006

Amending the Official Zoning Map to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12 and as shown in Attachment A, is hereby rezoned from Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP) to Mixed-Use District (MU-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

LEGAL DEPARTMENT DRAFT

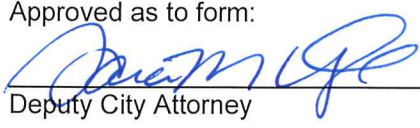
Requested by:

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



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Legal Department

FROM: *Jennifer Hendrix, Lead Paralegal*

SUBJECT: Ordinance No.: 2022-008 - Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Brick and Mortar, LLC for the sale of property located at 1701, 1705, 1710 and 1715 Washington Street, Richland County TMS #11402-08-20, 11402-08-18, 11402-08-17 and 11402-08-16

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on January 18, 2022.

ATTACHMENTS:

- **#a:** 2022-008 Authorizing Sale of 1701, 1705, 1710 and 1715 Washington Street from City to Brick and Mortar (PDF)
- **#b:** 1701 Washington Memo (PDF)
- **#c:** PSA Washington Street Properties Agreement and Map (PDF)

HISTORY:

01/18/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-008

Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of property located at 1701, 1705, 1710 and 1715 Washington Street, Richland County TMS #11402-08-20, 11402-08-18, 11402-08-17 and 11402-08-16 to Brick and Mortar, LLC

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2022, that in compliance with Columbia City Code Section 2-210(b), the City Manager is hereby authorized to execute any documents necessary and approved by the City Attorney, between the City of Columbia and Brick and Mortar, LLC to consummate the sale of 1701, 1705, 1710 and 1715 Washington Street, Richland County TMS #11402-08-20, TMS #11402-08-18, 11402-08-17 and TMS #11402-08-16 for the sum of Six Hundred Twenty-five Thousand One Hundred and 00/100 Dollars (\$625,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

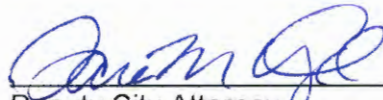
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

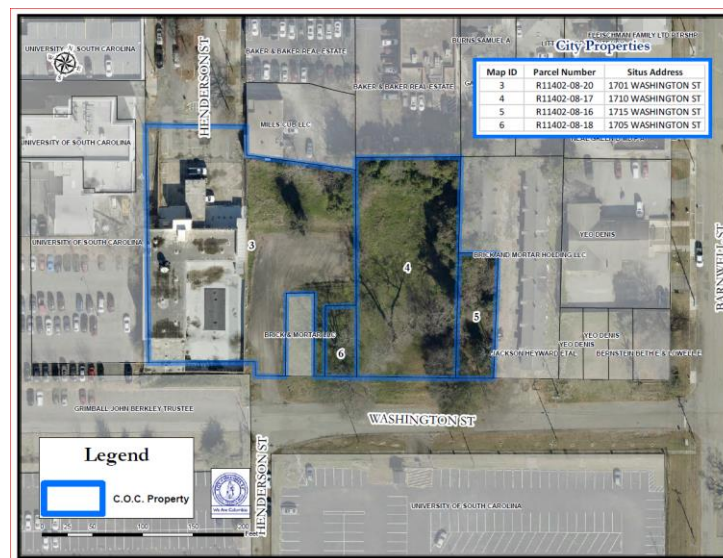


We Are Columbia

TO: Teresa Wilson, City Manager
 FROM: Missy Gentry, PE, Assistant City Manager for Development
 RE: Ordinance 2022-008; PSA for the Sale of City Owned Property on the 1700 block of Washington
 DATE: January 14, 2022

City Ordinance 2022-008 is a purchase and sales agreement for the City owned property on Washington Street, consisting of 1701, 1705, 1710 and 1715 Washington St. The 1701 Washington St parcel currently houses the City Employee Gym and serves as storage for Support Services Division. The other parcels are vacant lots. The City was approached about the possible sale of the City owned property in this location several years ago by an adjacent property owner/developer. After careful thought and consideration, the decision was made to move forward with accepting offers for the property per City Code 2-102(b) from all adjacent property owners.

The purchase price for the property is \$625,000 and includes an Occupancy Period of 8 months to vacate the property, with the ability to extend by an additional 6 months. The Occupancy Period included in the PSA allows the City to continue to occupy the facility in order to provide the City ample time to relocate the City Gym and Support Services functions housed on site. There are various options under consideration for the relocation of the City Gym to include space in various City owned facilities. While no decision has been made regarding the intended location, the management team recognizes the importance of the City gym to those who utilize it and remains optimistic that the right location can be identified in the near future and certainly within the Occupancy Period. The City will continue to own the property that houses the gym throughout the Occupancy Period but the Developer has the ability to close on the adjacent vacant lots ahead of closing on the parcel that houses the building.



cc: Henry Simons, Assistant City Manager for Operations
 Clint Shealy, Assistant City Manager Columbia Water
 Jeff Palen, Assistant City Manager and CFO
 Pam Benjamin, Assistant City Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the Effective Date , by and among the **CITY OF COLUMBIA, SOUTH CAROLINA** (“Seller”), and **BRICK & MORTAR, LLC**, a South Carolina limited liability company (“Buyer”). (the “Escrow Agent”) joins in this Agreement for the limited purposes set forth in Section 15. The Effective Date shall be the date the last party executes this Agreement (the “Effective Date”).

BACKGROUND

A. Seller is the owner of the following (collectively, the “Property”):

(1) All that land which is located in the City of Columbia, Richland County, South Carolina and reflected on the map contained in **Exhibit A** hereto, together with all easements, rights and privileges appurtenant thereto (the “Land”);

(2) The building (the “Building”) having approximately 14,567 square feet, all improvements, structures, fixtures and parking areas located on the Land and appurtenant thereto (the Building and such improvements, structures, fixtures and parking areas being hereinafter collectively referred to as the “Improvements,” and the Land and the Improvements being hereinafter collectively referred to as the “Real Property”);

(3) All fixtures, equipment, furniture, furnishings, appliances, supplies, artwork and sculptures and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Real Property and located within the Real Property (the “Personalty”);

B. Buyer desires to purchase, and Seller desires to sell, the Property, as provided in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase.

1.1. Sale. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price (as defined below) and on and subject to the other terms and conditions set forth in this Agreement.

1.2. Project.

(a) Purchaser plans to use the property for a mix of uses which will likely include residential and office. Purchaser owns adjacent residential property which purchaser plans to redevelop and expand in addition to Purchaser’s conversion of the Building. The viability of converting the Building and the determination of the highest and best use(s) for

the building require further study and due diligence. All projects contemplated by Purchaser shall be subject to all required zoning and municipal review.

(b) Upon completion of the required design and construction documents, Buyer shall promptly apply for all permits and approvals necessary for construction of the Project (the “Permits/Approvals”) and shall use commercially reasonable best efforts to diligently pursue all Permits/Approvals to issuance as expeditiously as possible.

1.3. Purchase Price. The total purchase price for the Property the “Purchase Price”) shall be SIX HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$625,000.00).

1.4. Deposit.

(a) Within ten (10) business days after the execution and delivery of this Agreement by all parties, Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or wire transfer deposit in the amount of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) (together with any interest earned thereon, the “Initial Deposit”).

1.5. Payment at Closing.

(a) At the consummation of the transaction contemplated hereby (the “Closing”), Buyer shall deliver to Escrow Agent, in immediately available funds, cash or wire transfer in an amount equal to the Purchase Price less the Deposit. The Purchase Price less the Deposit, subject to other adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available funds, transferred to Escrow Agent.

(b) The delivery and recording of documents and the disbursement of funds shall be effectuated through Buyer’s and Seller’s South Carolina counsel and the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties’ respective obligations hereunder. Notwithstanding anything to the contrary in this Agreement, the Closing shall be conducted in accordance with the requirements of South Carolina with respect to its unauthorized practice of law requirements.

2. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1. Authority. Seller is a municipal corporation in the State of South Carolina. Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized by Seller.

2.2. No Conflict. To Seller's actual knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder, on the part of Seller does not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property by reason of, the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller, or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

2.3. Leases. There are no leases currently in effect which affect the Real Property.

2.4. Contracts. There are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements in effect with respect to the any portion of the Property

2.5. No Other Options. Other than this Agreement, no portion of the Property is subject to any outstanding agreement(s) of sale or options to purchase, rights of first refusal to purchase or other rights of purchase.

2.6. Limitations Regarding Representations and Warranties.

(a) As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase "to Seller's actual knowledge", "to the best of Seller's actual knowledge" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of General Services Director of the Seller and not individually, without any obligation on such individual's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

(b) Except as stated in Seller's representations and warranties set forth herein, Seller shall not have any liability whatsoever to Buyer, with respect to (i) any matters disclosed in any document delivered to Buyer by Seller prior to the date of this Agreement or on any exhibit attached hereto, (ii) any information of which Buyer obtains actual knowledge prior to the Closing Date, or (iii) any other information disclosed in writing to Buyer by Seller after the date hereof and prior to the Closing (all such matters being referred to herein as "Exception Matters"), whether or not Closing occurs hereunder.

3. Inspection Period; Access; Purchase "As Is". To the extent in Seller's possession, Seller has delivered, or shall deliver to Buyer within ten (10) business days following the Effective Date of this Agreement (the "Property Materials Delivery Date"), or make available to Buyer electronically, or, if unavailable electronically, at the offices of Seller, the materials as set forth on **Exhibit D** attached hereto relating to the Property and such other documents as Seller may make available to Buyer (all such items hereafter referred to as the "Property Materials"), except for any materials which are confidential, privileged or proprietary in nature, such as (but not limited to) internal memoranda and analyses, appraisals, financial projections, client and investor correspondence and other similar materials (the "Proprietary Materials"). If Seller does not provide the Property Materials within ten (10) business days after the Effective Date, the

Initial Inspection Period shall be extended for a period equal to the number of days after the Property Materials Delivery Date that Buyer receives all Property Materials. Buyer hereby acknowledges and agrees that (a) Seller has not independently verified the accuracy of completeness of any of the Property Materials, (b) Seller makes no representation or warranty, express or implied, as to the accuracy, completeness or content of the Property Materials, and (c) neither Seller shall have any liability to Buyer as a result of any inaccuracy or incompleteness of any of the Property Materials. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller.

3.1. During the Inspection Period (as defined below), Buyer, its agents and representatives, shall be entitled to enter upon the Real Property from time to time, upon receipt by Seller of notice (which may be verbal) at least one (1) business day in advance of the intended entry, to perform inspections and tests of the Real Property expressly permitted under this Agreement, including surveys, non-invasive environmental studies, non-invasive examinations and tests of structural and mechanical systems within the Improvements, all subject to all of the rights, obligations and limitations set forth in this Section 3.1.

Notwithstanding the foregoing, Buyer, its agents, contractors, consultants, employees, designees, representatives, engineers, subcontractors, accountants or attorneys (collectively, "Buyer's Agents") shall not be permitted to interfere unreasonably with Seller's use of the Property. Buyer acknowledges and agrees that Buyer's right to conduct physically invasive testing, including without limitation, soil sampling/testing, the penetration of walls or ceilings or the penetration of foundation slab, shall be subject to Seller's prior consent thereto, which consent may not be unreasonably withheld. Seller acknowledges that certain geotechnical engineering and soil sampling will be required to determine whether additional improvements may be constructed on the Land. In addition, certain of the existing Improvements may need to be invasively tested and/or penetrated to address any environmental and/or structural integrity concerns. Buyer shall provide to Seller in writing at least three (3) business days prior to the desired access date the reasons for, scope and parameters of, and names and contact information of parties to perform the required invasive testing; such information shall be provided to Kelvin Keisler (kelvin.keisler@columbiasc.gov), and Gregory Tucker (Gregory.Tucker@columbiasc.gov) via email. Within three (3) business days of receipt, Seller shall provide notice to Buyer of its consent or any objection to such invasive testing (the "Inspection Notice Period"); if Seller does not respond within the Inspection Notice Period, Seller shall be deemed to have consented to such testing. Seller shall provide an explanation of any objection. Buyer and Seller agree to work cooperatively to allow reasonable testing at reasonable locations. Buyer shall promptly repair any damage to the Property caused by any such inspections, samples, tests or investigations performed under this Section.

Buyer hereby agrees to indemnify and hold harmless each Seller, their respective members, trustees, beneficiaries and the shareholders, officers, directors, employees, agents, partners, members, successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against any mechanics' lien or claim therefor, any claim, cause of action, lawsuit, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees) arising out of any (i) entry on to the Real

Property by Buyer or any of Buyer's Agents or (ii) out of any inspections, samples, investigations or tests conducted by Buyer or any of Buyer's Agents; provided, however, the indemnity in clause (ii) of this sentence shall not apply to any liability, clean-up expense, diminution in value, lost profits, consequential damages or special damages arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused or exacerbated by Buyer or Buyer's Agents. Prior to any entry upon the Real Property by Buyer or any of Buyer's Agents, Buyer shall deliver to Seller an original certificate acknowledging an endorsement to the commercial general liability insurance policy of Buyer and/or any of Buyer's Agents, as applicable, which evidences that Buyer and/or any of Buyer's Agents, as applicable, are carrying a commercial general liability insurance policy covering (i) the activities of Buyer and/or any Buyer's Agents, as applicable, on or upon the Real Property, and (ii) Buyer's indemnity obligation above. Such endorsement to such insurance policy shall evidence that such insurance policy shall have a per occurrence limit of at least \$1,000,000 and an aggregate limit of at least \$2,000,000, shall name Seller as an additional insured, shall be primary and non-contributing with any other insurance available to Seller, shall contain a full waiver of subrogation clause, and insure Buyer's indemnity obligations hereunder.

The provisions of this Section 3.1 shall survive Closing or the termination of this Agreement.

3.2. Inspection Period.

(a) The term "Initial Inspection Period," as used herein, shall mean the period ending at 5:00 p.m. Eastern Time Zone (U.S.A.) on the date which is sixty (60) days following the Effective Date. Buyer may terminate this Agreement in its sole discretion for any reason, or for no reason at all, by giving written notice of such election to Seller on any day prior to and including the final day of the Inspection Period, in which event the Initial Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 3.2 (a) no longer shall be applicable, and this Agreement shall continue in full force and effect. The Additional Deposit shall be deposited with the Escrow Agent within one (1) business day after the expiration of the Inspection Period.

(b) If any date on which the expiration of the Inspection Period would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the expiration of the Inspection Period shall occur at 5:00 p.m. Eastern Time Zone (U.S.A.) on the next business day.

(c) Upon any termination of this Agreement as provided in this section 3.2, Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated

by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items.

(d) Buyer agrees to diligently pursue completion of all assessments, studies, testing, inspections and Project plans during the Inspection Period.

(e) If, prior to the end of the Inspection Period, Buyer determines that it needs additional time to complete its investigations and assessments of the Property, Buyer shall give written notice to Seller requesting a specified extension of the Inspection Period; Seller shall consider such request in its reasonable discretion.

3.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS-IS.”

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME

THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 10.2, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND THE INDEMNIFIED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT AS MAY ARISE FROM A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF SELLER SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

3.4. Title and Survey Matters. No later than twenty (20) days prior to the end of the Initial Inspection Period, Buyer shall, at Buyer's sole cost and expense, obtain a title report or commitment issued by a title insurance company licensed to do business in South Carolina (the "Title Commitment") with respect to the Real Property. Buyer may, at Buyer's sole cost and expense, obtain an updated survey or new survey of the Real Property (in either case, the "Survey") no later than twenty (20) days prior to the end of the Initial Inspection Period. Buyer shall provide Seller with copies of the Title Commitment and the Survey received by Buyer promptly following Buyer's receipt of same. Buyer shall have until the date which is fifteen (15) days prior to the end of the Initial Inspection Period to approve or disapprove matters disclosed thereby and to give written notice to Seller ("Objection Notice") of any disapproval thereof, indicating in reasonable detail the nature and reasons for Buyer's objection (any such matter or matters to which Buyer objects, are hereinafter, "Objections"); and failure to give an Objection Notice shall constitute Buyer's approval of all such matters. Within ten (10) days after receiving Buyer's Objection Notice ("Seller's Title Notice Period") Seller shall send notice to Buyer (the "Seller's Response"), advising whether Seller intends to attempt to cure such Objections, but Seller shall have no obligation whatsoever to attempt to cure any such Objections except for mortgages placed on any portion of the Property by Seller and mechanics liens encumbering any portion of the Property resulting from contracts entered into by Seller, (the "Company Liens"). Seller's failure to timely deliver a Seller's Response shall be deemed Seller's notice it that will not to attempt to cure such Objections. If Seller's Response states that Seller will not to attempt to cure such Objections, Buyer may, prior to the expiration of the Initial Inspection Period elect to terminate this Agreement by written notice to Seller in which event the Initial Deposit shall be returned to Buyer; provided, if Buyer does not so terminate this Agreement prior to the expiration of the Initial Inspection Period, Buyer shall be deemed to have waived any Objections other than the Company Liens and agreed to accept title subject thereto, without reduction in the Purchase Price. If Seller's Response states that Seller shall attempt to cure such Objections,

Seller shall have until the Closing Date (the “Title Cure Period”) within which to cure the Objections. Seller shall be obligated to satisfy any Company Liens and may satisfy same at Closing from its Closing proceeds. Upon notice to Buyer at least three (3) business days prior to the Closing Date, Seller shall have the right to extend the Closing Date for up to thirty (30) days in order to effectuate any such cure. If Seller’s Response states its intention to attempt to effectuate such cure and Seller fails to actually effectuate such cure within the Title Cure Period, Buyer’s sole rights with respect thereto shall be to terminate this Agreement prior to Closing and receive a refund of the Initial Deposit hereunder; provided if Buyer does not so terminate this Agreement prior to Closing, Buyer shall be deemed to have waived any Objections to any such Title Commitment or Survey matters other than Company Liens, and Buyer shall be deemed to have agreed to accept title subject thereto, without reduction in the Purchase Price.

The parties agree that if the Title Commitment is updated following the expiration of the Initial Inspection Period such that any new title matter that was not of record as of the date of the Title Commitment is disclosed, which is objectionable to Buyer in its reasonable discretion and (i) which arose through Seller following the Effective Date, and (ii) which would have a material adverse effect on the development of the Project on the Property, then Buyer shall have the right to object to the same within five (5) business days after the same is disclosed to Buyer (in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the expiration of such five (5) business day period). If such new objection(s) is not cured (provided that Seller shall have no obligation to cure any such objections) prior to the Closing Date, then Buyer shall have the right to terminate this Agreement and receive a prompt refund of the Deposit.

4. Conditions Precedent to Buyer’s Obligations. All of Buyer’s obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer’s option) (the “Buyer Conditions”):

4.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and, except for Exception Matters that do not (a) result from Seller’s breach of any of its covenants in this Agreement or (b) materially and adversely affect the value to Buyer of the transactions contemplated by this Agreement, shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

4.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

4.3. Documents and Deliveries. All instruments and documents required on the Seller’s part to effectuate this Agreement and the transactions contemplated hereby (including the Seller Closing Documents) shall be delivered to Buyer and shall be in the form and substance consistent with the requirements herein.

4.4. [Intentionally Deleted]

If any of the above Buyer Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Buyer, in its sole and absolute discretion, Buyer, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Buyer Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Buyer Conditions to Closing, unless otherwise agreed, shall be deemed waived by Buyer.

5A. Conditions Precedent to Seller's Obligations. All of Seller's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option) (the "Seller Conditions"):

5A.1 Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5A.2 Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5A.3 Documents and Deliveries. All instruments and documents required on the Buyer's part to effectuate this Agreement and the transactions contemplated hereby (including the Buyer Closing Documents) shall be delivered to Seller and shall be in the form and substance consistent with the requirements herein.

5A.4 [Intentionally Deleted]

If any of the above Seller Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Seller, in its sole and absolute discretion, Seller, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Seller Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Buyer on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and, upon Seller's request, Buyer shall deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). If the Closing occurs, any unsatisfied Seller Conditions to Closing, unless otherwise agreed, shall be deemed waived by Seller.

5B. Agreement Negotiation/Form. Seller and Buyer agree to work cooperatively to agree on a form of each of the agreements set forth in Buyer's Condition to Closing prior to the end of the Inspection Period, each agreement containing such terms and provisions as are reasonably satisfactory to both parties. In the event all or any of the above said agreements have not been finalized to the reasonable satisfaction of the parties herein by the end of the Inspection Period, either Buyer or Seller may terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and the rights and obligations of the parties herein shall be deemed terminated except those provisions expressly stated to survive termination. Upon any such termination, Buyer shall, upon Seller's request, deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk), Any such notice of termination shall be provided in writing to the other party.

6. Pre-Closing Matters.

6.1. OCCUPANCY PERIOD: Buyer and Seller acknowledge the intention of Seller to occupy premises for up to eight (8) months, during which time, the Buyer will be allowed access as needed to perform due diligence and inspection period items. If the Seller wishes to extend the occupancy beyond the eight (8) month period, notice of such intent shall be provided in writing no less than 60 days prior to the end of the Occupancy Period to the Buyer along with a date by which the Seller will vacate the premises. The Seller has the option to extend the period up to 6 months.

6.2. Operation of Real Property. From and after the Effective Date of this Agreement, Seller shall operate, maintain and manage the Real Property in the same manner as Seller has in the past. Notwithstanding anything to the contrary in this Agreement, Seller may allow short-term use of the Property to support City operations and/or community events and may lease parking on the Property for daily, monthly and/or event use, provided that all such uses are terminated prior to the Closing Date and provided further that such use does not unreasonably interfere with Buyer's due diligence hereunder.

6.3. No Marketing of Property. During the pendency of this Agreement, Seller shall not enter into any contract or other written agreement for sale of any portion of the Property, or cause or allow any party directly or indirectly controlled by Seller to enter into any contract or other written agreement for sale of any portion of the Property with any other party, nor will it agree to do so.

6.4. No Liens on Property. During the pendency of this Agreement, Seller shall not voluntarily create any liens, easements or other conditions affecting any portion of the Property, without the prior written consent of Buyer, unless such lien, easement or other condition will be cancelled or discharged at Closing, and in such case, such consent shall not be unreasonably withheld, conditioned or delayed.

7. Closing; Deliveries.

7.1. Time of Closing. The Closing shall take place following notice from the Seller of the intent to vacate premises as allowed in Section 5.1. Such closing will be scheduled on the date which is thirty (30) days following the expiration of the Occupancy Period, to include any extension periods, if the Seller exercises such rights as provided for in Section 6 or such earlier date as the parties may agree to (such date, the “Closing Date”) at the offices of the Escrow Agent or by mail, under the supervision of Buyer’s and Seller’s South Carolina counsel, unless otherwise agreed to in writing by both Seller and Buyer (the parties hereby agreeing that all deliveries may be mailed into escrow with Escrow Agent and neither party shall be required to appear at the offices of Escrow Agent). If any date on which the Closing would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the Closing shall occur on the next business day. Buyer shall have the option to purchase a portion of the Land (“Land Parcel”) prior to expiration of the Occupancy Period. The Land Parcel shall not impact Seller’s access to or occupancy of the building. Buyer shall have the right appropriate any portion of the Purchase Price to the Land Parcel but that amount shall be no less than \$200,000. In the event Developer proceeds with an earlier closing of parcels 1705, 1710 and 1715 Washington, the obligation to close on parcel 1701 survives any such closing on the adjoining parcels.

7.2. Seller Deliveries. At Closing, Seller shall deliver to Escrow Agent the following, each of which shall be in a form reasonably satisfactory to the parties hereto (“Seller Closing Documents”):

7.2.1. A limited warranty deed (the “Deed”) to the Real Property from Seller, duly executed and acknowledged by Seller, subject only to such title matters as are approved (or deemed approved) pursuant to Section 3.4.

7.2.2. A bill of sale for the Personalty from Seller, duly executed by Seller.

7.2.3. An owner's affidavit sufficient for Buyer's title insurer to issue, without extra charge, an owner’s policy of title insurance free of any exceptions for unfilled mechanics’ or materialmen’s liens for work performed by Seller prior to Closing, or for rights of parties in possession; provided that such affidavit shall not contain any indemnifications from the Seller.

7.2.4. A Non-Foreign Affidavit as required by FIRPTA with respect to the sale of the Property, duly executed by Seller.

7.2.5. A certification by Seller that all representations and warranties made by Seller in Section 3 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

7.2.6. Keys or combinations to all locks at the Real Property, to the extent in Seller's possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 7.2.6 available to Buyer at the Real Property in lieu of delivering them to Escrow Agent.

7.2.7. The Declaration.

7.2.8. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.3. Buyer Deliveries. At Closing, Buyer shall deliver to Escrow Agent the following:

7.3.1. In accordance with Seller's instructions, wire transfer in the amounts required under Section 0 hereof (subject to the adjustments provided for in this Agreement).

7.3.2. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing.

7.3.3. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8. Apportionments; Taxes; Expenses.

8.1. Apportionments. Seller shall deliver to Buyer a draft settlement statement reflecting the proration of amounts relating to the Property on or before five (5) business days prior to Closing.

8.1.1. Taxes and Operating Expenses. All real estate taxes, charges and assessments affecting the Property ("Taxes"), and all charges for water, electricity, sewer rental, gas, telephone and all other utilities ("Operating Expenses"), shall be prorated on a per diem basis as of the date of Closing. Buyer shall be entitled to all income and responsible for all expenses for the period beginning at 12:01 a.m. (Eastern Time Zone (U.S.A.)) on the date of Closing, except as set forth herein. If any Taxes have not been finally assessed as of the date of Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills

thus far, and shall be re-adjusted when and if final bills are issued. Buyer hereby agrees to assume all non-delinquent assessments affecting the Property, whether special or general.

8.1.2. Items Customarily Prorated. Any items not specified in this Section 8.1 which are customarily prorated, apportioned or adjusted in commercial transactions in the State of South Carolina shall be prorated, apportioned or adjusted, as applicable, of the date of Closing.

8.1.3. Correction of Prorations. In the event any prorations, apportionments, adjustments, or computation shall prove to be incorrect for any reason (including errors or omissions), then either party shall be entitled to an adjustment to correct the same within thirty (30) days after written notice to the other party, provided that all such adjustments shall be made, if at all, on or before a date which is one hundred fifty (150) days after the calendar year in which the Closing occurs.

8.1.4. Survival. The provisions of this Section 8.1 shall survive the Closing to the extent any monies may be payable pursuant to this Section 8.1 to either party subsequent to the transfer of title to the Property to Buyer.

8.2. Closing Costs. Seller shall pay transfer taxes and documentary stamps and/or similar taxes or charges and costs (other than recording or filing fees) due upon the transfer of the Real Property in Columbia, South Carolina in connection with the transaction contemplated hereby, and payment of all Company Liens, if applicable. Buyer agrees to pay recording costs imposed upon recordation of the Deed for the Real Property. Buyer shall also pay all title insurance premiums and costs (including the costs of endorsements), the cost of the Survey, the costs of its due diligence studies and reports, and the costs and fees of the Escrow Agent. Seller and Buyer shall each pay the costs of its own counsel.

9. Damage or Destruction; Condemnation; Insurance.

If at any time prior to the date of Closing there is damage or destruction to the Real Property excluding the need for roof repair or the installation of a new roof, the cost for repair of which exceeds an amount equal to \$200,000 and the Real Property cannot be restored to its original condition prior to Closing, or if all or any material portion of the Real Property is condemned or taken by eminent domain proceedings by any public authority, then, at the option of Buyer, this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any damage or destruction or condemnation or taking, regardless of the cost of any repair, and if Buyer elects not to terminate this Agreement as therein provided, then (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing; and (2) in the case of a casualty, Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the

applicable insurance policies, less any costs of collection and any sums expended in restoration, and Seller's deductible shall be a credit to Buyer against the Property Purchase Price.

10. Remedies.

10.1. Pre-Closing Buyer Default. In the event Buyer breaches or fails, without legal excuse to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall, as its sole remedy therefor, be entitled to receive the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default (other than with respect to the indemnification and restoration obligations of Buyer contained herein). Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

10.2. Pre-Closing Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its pre-Closing obligations under this Agreement or if any of Seller's representations contained herein was untrue in any material respect as of the date of this Agreement and the Closing Date, Buyer may, as its sole remedy therefor, subject to Section 3.3, either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive a return of the Deposit Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive a return of the Deposit if Buyer fails to provide Seller with written notice, within thirty (30) days following the date upon which the Closing was to have occurred, of Buyer's intent to file a suit for specific performance or if Buyer fails to file such suit within sixty (60) days after such written notice.

11. Confidentiality. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with Section 5. hereof, any of the documents, material or information regarding the Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation any environmental site assessment reports furnished to Buyer except to Buyer's consultants, accountants, attorneys, agents, advisors, investors, lenders and other similar parties on a "need to know" basis. In addition, prior to and after the Closing, Buyer shall not issue any press release or other information to the public regarding the transaction contemplated herein, except as may be expressly approved in advance by Seller; provided that Buyer may issue press releases following the Closing as long as the same do not name or identify Seller or any Affiliate of Seller. Notwithstanding the foregoing, Buyer and Seller shall be permitted to make such disclosures as are required by the law, including the securities laws and laws relating to financial reporting and laws and regulations applicable to Seller as a governmental entity. Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including, without limitation, reasonable attorneys' fees) arising out of

Buyer's breach of this Section 11. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Possession. Possession of the Real Property shall be surrendered to Buyer at Closing.

13. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

City of Columbia, South Carolina
Attn: Kelvin Keisler
1737 Main Street
Columbia, South Carolina 29201
Email: Kelvin.Keisler@columbiasc.gov

With a copy to:

Dana Thye, Assistant City Attorney
1401 Main Street 10th Floor
Columbia, South Carolina 29201
Fax No. (803)733-4242
E-mail: dana.thye@columbiasc.gov

If to Buyer:

Brick & Mortar, LLC
W.H. Pope

With a copy to:

If to the Escrow Agent to:

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by facsimile or email transmission (provided that such facsimile or email transmission is confirmed by the sender by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

14. Brokers. Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction, except that Buyer has retained CBG Realty, LLC, to serve as its broker in connection with this transaction. Each party shall pay the fees and costs of its broker, if any.

15. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

15.1. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

15.2. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

15.3. Escrow Agent Liability. The Escrow Agent shall not incur any liability in connection with the performance of its duties under this Agreement unless the Escrow Agent acts in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement.

15.4. Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

15.5. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

15.6. Interest. All deposits into the escrow shall be held by the Escrow Agent in a non-interest bearing account.

15.7. Conflict. Seller and Buyer acknowledge that Escrow Agent is also representing Buyer in the transaction contemplated by this Agreement and no conflict exists, or to the extent a conflict does exist, the parties waive any such conflict.

16. Representations of Buyer. Buyer represents and warrants to Seller that:

16.1. Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of South Carolina, duly qualified to transact business in the State of South Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

16.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

16.3. Source of Funds. Buyer shall have the right to obtain financing in connection with its purchase of the Property, however Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining financing for the purchase of the Property.

16.4. Bankruptcy Matters. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally, and Buyer has not planned or contemplated, and is not planning or contemplating, any of the foregoing.

16.5. OFAC. Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any of its affiliates (i) is listed on any of the Lists, (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein,

directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

17. Miscellaneous.

17.1. Assignability. Buyer may not assign this Agreement without first obtaining Seller's written consent, provided however, Buyer may assign this Agreement to an entity controlled by Buyer without the consent of Seller. In such event, the assignee shall assume all the obligations of Buyer hereunder and Buyer shall also remain fully liable under this Agreement. Any assignment in contravention of this provision shall be void. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder and shall be bound by any covenant of Buyer hereunder, as if the assignee were the original signatory hereto.

17.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of South Carolina and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.3. Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

17.4. Time of the Essence. Time is of the essence as to the obligations of Buyer under each and every provision of this Agreement.

17.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

17.8. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably

satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

17.9. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

17.10. Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.11. Business Days. The phrase "business days" as used herein shall mean the days of Monday through Friday, excepting only federal holidays.

17.12. Attorneys Fees. In the event of any litigation arising out this Agreement, the reasonable attorney's fees and costs incurred by the prevailing party shall be paid by the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

BRICK & MORTAR, LLC

a South Carolina limited liability company

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

ESCROW AGENT:

XXXX

By: _____
Name: _____
Title: _____

LIST OF EXHIBITS

- Exhibit A** - **Map of Properties**
- Exhibit B** - **Reserved**
- Exhibit C** - **Property Materials**

EXHIBIT A
Description of Land

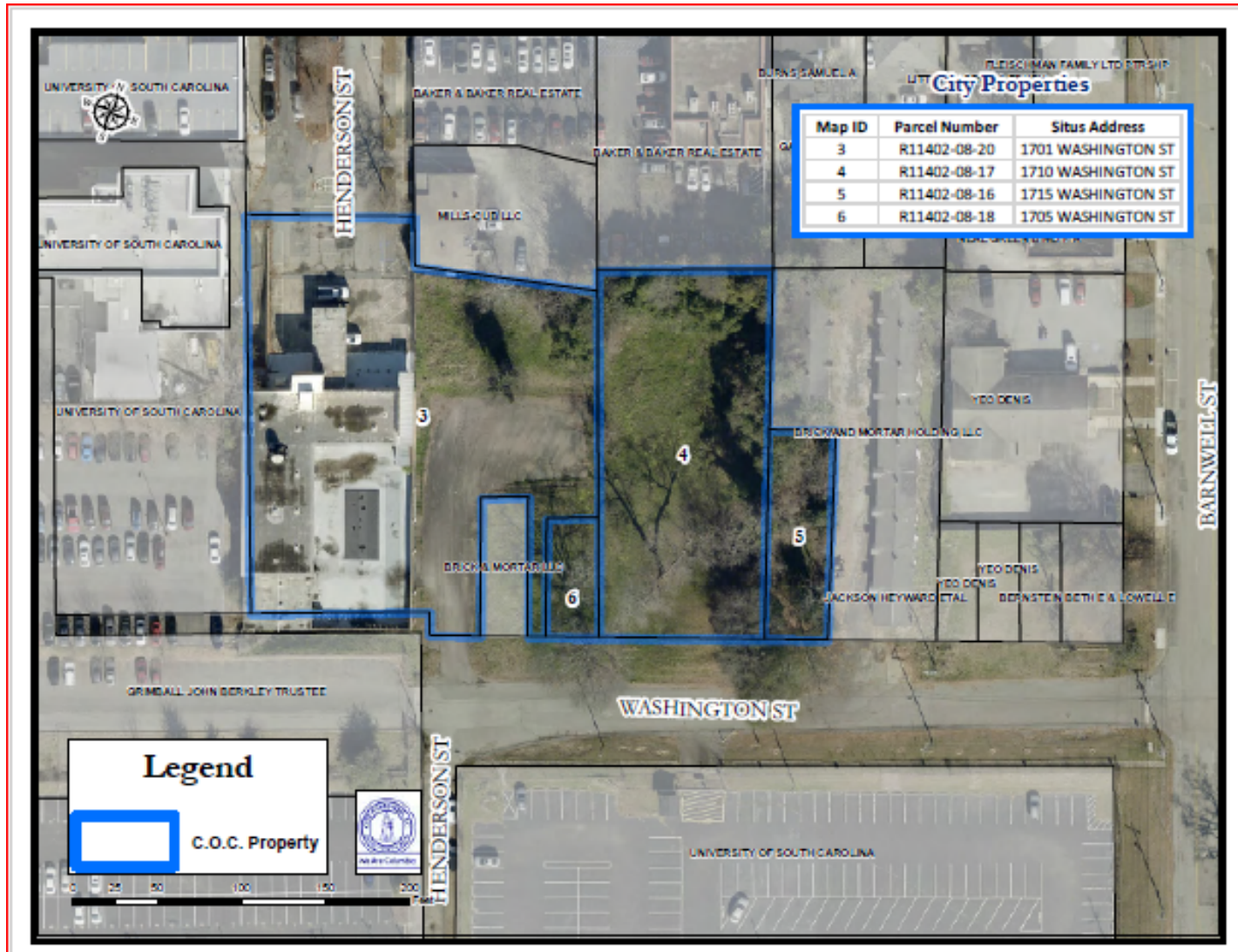


EXHIBIT B

Reserved

EXHIBIT C

EXHIBIT D**Property Materials**

[to the extent in Seller's possession]

- a) Existing title policy and survey.
- b) A detailed list of all equipment on the site.
- c) Most recent Life Safety Inspection reports (alarm, sprinkler, backflow, infrared, roof).
- d) Any maintenance/replacement records on the HVAC systems.
- e) Plans, specifications and any architectural drawings, if any.
- f) Any warranties as to personalty, roof or other improvements.
- g) Any and all utility bills or other utility information provided to Seller over the last three (3) months.



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Legal Department

FROM: *Jennifer Hendrix, Lead Paralegal*

SUBJECT: Ordinance No.: 2021-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on December 21, 2021.

ATTACHMENTS:

- **#a:** 2021-089 Amending Chapters 5 and 8 of the Code (PDF)

HISTORY:

12/21/21

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2021-089

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2021, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36 are amended to read as follows:

Sec. 5-330. Violations and assignment of violations.

- (a) For purposes of this section, violations shall include citations for any federal, state, or local ordinance.
- (b) Violations; warnings; points. Rental units where there are citations, warnings of violation and/or adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or pleas of no contest (including, but not limited to, payment of fine) of the following city ordinances:
 - (1) Nuisance ordinances (Chapter 8);
 - (2) Animal control ordinances (Chapter 4);
 - (3) Solid waste ordinances (Chapter 19)
 - (4) Zoning ordinances (Chapter 17);
 - (5) International Property Maintenance Code (section 5-151);
 - (6) Law enforcement (Chapter 10); or
 - (7) Licenses, permits and miscellaneous business regulations (Chapter 11).
- (c) Violations shall apply as points towards revocation of the rental permit for residential rental units as follows:
 - (1) *Single-household dwellings and townhouses.* Violations that occur anywhere on the premises shall apply to the permitted dwelling unit.
 - (2) *Multi-unit structures.*
 - a. Violations that occur within an individual unit shall apply to that unit.
 - b. Violations occurring outside of the units shall be assigned to the unit responsible as determined by the investigating party for the offense.
 - c. Violations committed by the property owner and/or responsible local representative shall be assigned to all units.
- (d) In the event a citation or violation takes place at a unit regulated by this article, such citation shall be grounds for the accumulation of points as follows:
 - (1) For one or more written warnings given in any 24-hour period for violation of one or more of the ordinances listed above, points will be assessed on the landlord permit for that unit in accordance with this section:
 - a. *First offense.* One point will be assessed for the first occurrence of citation, violation or offense.
 - b. ~~*Second offense.* Two points will be assessed for a second occurrence of the same citation, violation or offense within the same permit year.~~
 - e. b. *Third **Second** offense or each offense thereafter.* Five points will be assessed for a ~~third~~ **second** occurrence and each occurrence thereafter of the same citation, violation or offense within the ~~same~~ permit year **last 12 months.**

~~d.~~ **c.** *Serious offense.* Ten points will be assessed for any serious violation or offense that could result in serious bodily injury or death to occupants as determined by the chief of police. A serious offense includes failure to comply with any Emergency Order issued by the City of Columbia, any Executive Order issued by the Governor of the State of South Carolina, or any local, state or federal law, regulation or mandate to address a health or safety concern including but not limited to a public health outbreak (including a pandemic or wide-spread and/or infectious disease outbreak), natural disasters, war, terrorist act, strike, fire, release of nuclear material or dangerous substance into the environment or other catastrophic event.

- (2) After points are assessed on a landlord permit for a unit, the police chief or designee will send a written warning to the owner or agent. Each warning will specify which ordinance or ordinances have been violated and will state that further warnings or violations could lead to a revocation of the permit. Each warning will be sent by regular mail to the address of the owner or agent, as identified on the permit application, as well as a copy of the warning mailed to the property address of the subject property.
- (3) A fee of \$100.00 will be assessed per point for each point accumulated ~~beyond five points due~~ **within 30 days of assessment and no later than** upon any renewal of the permit.
- (4) If a person is found not guilty, or the case against them for a violation is dismissed, then the point shall be removed from the permit as if it had not been assessed.

(Ord. No. 2015-099, 4-19-16; Ord. No. 2020-077, 8-27-20)

Sec. 8-31. Nuisance – Definitions.

- (a) *Definitions.* As used in this article, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

Abate means repair, replace, remove, destroy or otherwise remedy the condition in question by such means, in such time, in such a manner and to such an extent as the enforcement officer or hearing committee shall determine to be in the best interest of the public, taking into account all facts and circumstances.

Business days means Monday at 9:00 am through Friday at 5:00 pm.

Citation means a charge or formal written accusation of violation of a municipal, state or federal law, regulation or ordinance, including any violations of the International Property Maintenance Code as adopted by the City of Columbia.

Conviction means a person has been found by a court of competent jurisdiction to have violated a municipal, state or federal law, regulation or ordinance, including any violations of the International Property Maintenance Code as adopted by the City of Columbia.

Delinquent arrearage means any funds or monies owed to the City of Columbia which were due to be paid on a date prior but have not been paid when due, provided, this shall not include arrearages which are the subject of a repayment plan or abatement agreement entered into with the City of Columbia.

Enforcement officer means a law enforcement officer, code enforcement official or city employee or official as may be designated in writing by the city manager or chief of police to enforce the provisions of this article.

Ghost gun means a homemade firearm which was created or assembled without a serial number.

Graffiti means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization.

Hearing board means the Property Maintenance Board of Appeals.

Industrial wastes means all liquid and water-borne solid, liquid or gaseous wastes resulting from industrial manufacturing, food processing operation, processing any natural resource or mixture of such wastes with water or domestic sewage.

Notice means a written document informing the citizen of the nature of the violation.

Person means any landlord, property owner, manager, lessee, tenant, or individual, group, association, corporation, partnership, trust, estate or receiver having the capacity to sue or be sued.

Premises mean any building, lot parcel, real estate, or land or portion of land whether improved or unimproved, occupied or unoccupied, including adjacent parking.

Public nuisance means as determined by an enforcement officer based upon the facts and circumstances found after reasonable inquiry, investigation or upon citizen report, those conditions or events which constitute an unreasonable interference with rights of the public in general, and where, in a public place, or where the public congregates, or where the public is likely to come within the range of influence through the senses, a person unlawfully does an act or omits to perform a duty, which act or omission does any one or more of the following:

- (1) Annoys, injures, subverts or endangers the public's order, economy, resources, safety, health, welfare, comfort, repose or offends public decency;
- (2) Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage any waters or public places or way;

Structure means anything constructed, built or planted upon, any edifice or building of any kind or any piece of work artificially built up or composed of parts joined together in some definite manner, which structure requires location on the ground or is attached to something having a location on the ground.

(b) *Nuisances affecting public health.* The following are hereby declared to be nuisances affecting public health:

- (1) All decayed or unwholesome food products or food waste not properly contained either inside or outside for more than 24 hours before pickup;
- (2) Any violations of the smoking provisions of Article IV, Division 5 of this chapter, provided, however, the remedies under that section are exclusive and remedies contained herein for nuisances are not available;
- (3) All pools of stagnant water or vessels holding stagnant water in which mosquitoes can breed, excluding required retention ponds;
- (4) Swimming pools which violate any of the requirements of section 5-1 of the Columbia Code of Ordinances;
- (5) Any violations of Chapter 4 as it relates to animal or animal waste;
- (6) Any violation of the International Property Maintenance Code, as adopted by the City of Columbia, which related to sewage or leaks of sewage;
- (7) Deliberate placement or discharge of into any part of a storm water drainage system of: untreated sewage, sewage solids, process wastewater, refuse, explosive or combustible liquid, solid or gas, oils, greases, industrial water or other polluted water except where a federal, state or local permit for connections, discharge or disposal has been obtained prior to the event; or waters or wastes containing toxic or poisonous wastes to constitute a hazard to humans, plants or animals or to cause corrosion, discoloration or deposition on real or personal property; or any solid or viscous substances in such quantities or of such size capable of causing obstruction to the flow in the storm water drainage system or other interference with the proper operation of the drainage system of the city.
- (8) All structures in violation of the International Property Maintenance Code or Chapter 5 of this Code, as adopted and all structures, for a period of 90 days, which remain unoccupied and boarded up, and whose exterior finish is destroyed, decayed, dilapidated or deteriorated in violation of the International Property Maintenance Code, as adopted.
- (9) Any act, structure, device, or location which is used for the manufacture, assembly, storage, warehousing, distribution or sale of one or more ghost guns.

(c) *Nuisances offending public decency, peace and order.* The following are hereby declared to be public nuisances affecting public decency, peace and order, whether such violations are of an intermittent, cyclical, continual, reoccurring or constant nature; and when the responsible party generates, enables, or contributes to the occurrence of the unlawful behavior by an absence or failure of property management policy or practice, absence or failure of control over the property, absence or failure of supervision of guests or invitees, absence or failure of security measures.

- (1) Any premises or structure located thereupon, whether commercial or residential, where gambling devices, slot machines, punch boards and other such contrivances of similar character involving any elements of chance as a consideration or any type of gambling, bookmaking, wagering or betting is carried on, and all gambling equipment, except where such specific form of gambling is permitted by applicable law;
 - (2) Any premises or structure located thereupon, whether commercial or residential, operated as a bawdy house, house of assignation, place of prostitution or used and maintained for the commercial or criminal purposes of unlawful sexual activity in violation of federal, state or local law;
 - (3) Any premises or structure located thereupon, whether commercial or residential, where intoxicating liquors are manufactured, sold, bartered or given away in violation of federal, state or local law, or where intoxicating liquors kept for sale, barter or distribution in violation of federal, state or local law, and all liquors, bottles, kegs, pumps, bars and other property kept at and used for maintaining such a place; or where required safety plans are not in place, or where persistent violations of law occur under a failed or ineffective safety plan;
 - (4) Any premises or structure located thereupon, whether commercial or residential, where acts of sale, manufacture, possession or distribution of controlled substances occur in violation of federal, state and local law;
 - (5) Any premises or structure located thereupon, whether a commercial ~~operation~~ or a residential ~~use~~, where violations against the federal, state or municipal laws occur with disproportionate frequency or intensity that they require an excessive public safety response cost. "Excessive public safety response" means:
 - a. The reasonable deployment of five or more law enforcement officers to an emergency scene at any one time, or the reoccurring need for public safety or code personnel or emergency vehicles at the location when compared to the frequency or intensity of law or regulation enforcement required at other similarly situated structures;
 - b. There have been more than two situations of unsafe traffic or crowd control issues at the location which result in the request of emergency assistance or the need for law enforcement assistance from an emergency situation; provided, however, this does not include when traffic control or crowd control is requested in advance of a scheduled event pursuant to a city issued permit or prior discussions with law enforcement.
 - c. There have been more than six citations, or search warrants executed, or a combination of the two, at the location ~~that structure~~ for any of the following behaviors during any 12-month period:
 - i. Violation of any state or local alcohol law;
 - ii. Violation of any federal, state or local narcotics law;
 - iii. Violation of any state or local gun law;
 - iv. Assaults; and/or
 - v. Crimes of violence against another person(s).
 - (6) Any overgrown, uninhabited, undeveloped or vacant land, lot or property not licensed or zoned for camping that has been identified by law enforcement as an area used by persons other than the owner as an area to inhabit or camp, or any overgrown, uninhabited, undeveloped or vacant land, lot or property used by persons as an area to flee or evade police upon approach, or used to avoid detection or investigation by law enforcement without regard to the time of day or night regarding such conduct, as identified by a citizen or police reported incident level of more than two times in a 60-day period.
 - (7) Reentry upon a specified public place, after being ejected and excluded from a public place as a result of conduct that placed themselves or others in potentially dangerous situations on public places by disobedience to safety rules, disorderly conduct or breaches of the peace. (See Article IV, Division 5 of this Chapter.)
- (d) *Nuisances affecting public welfare and safety.* The following are hereby declared to be public nuisances affecting public welfare and safety:

- (1) All trees, hedges, signs or other obstructions, or any portion of the same, so located on private property which prevent persons driving vehicles approaching an intersection of streets from having a clear safe view of traffic approaching such intersection;
 - (2) All trees, hedges, signs or other obstructions, or any portion of the same so located on private property which prevents the clear and unobstructed view of a fire hydrant, fire department connection or other fire protection device, or directional or identification signage pertaining to the above, from a public way;
 - (3) Any obstruction, erosion or depression which poses a potential hazard to vehicles or pedestrians using a right-of-way on private property where the public is invited or permitted to traverse for commercial purposes;
 - (4) All wires, strings, ropes or lighting contrivances over streets, alley or public grounds which are not authorized or permitted by the city or which are strung so that the lowest portion is less than 13½ feet above the surface of the ground;
 - (5) All explosives, flammable liquids and other dangerous substances stored in any manner, in any amount other than that manner or amount permitted by law;
 - (6) All hanging signs, awnings, canopies and other similar structures over the streets or sidewalks so situated or constructed as to endanger public safety or to be contrary to ordinance;
 - (7) Any motor vehicle that is unregistered, inoperable, derelict or abandoned on any highway or right-of-way, or other public or private property (including motor vehicles in violation of section 302.8 of the International Property Maintenance Code, as adopted by and for the city), unless such vehicle is stored inside of a completely enclosed permanent structure.
 - (8) Any tents, trailers, structures, cooking devices, appliance, chairs, tables, coolers or other objects used in impromptu, unpermitted or unmanaged outdoor events or gatherings in a required parking area or landscaped area of a business license holder, or the site of any short-term residential rental, unless that such outdoor events that are specifically permitted through legislative or administrative action, or sponsored by the business license holder in compliance with regulations governing such outdoor events.
 - (9) Reentry upon a specified public place, after being ejected and excluded from a public place as a result of conduct that placed themselves or others in potentially dangerous situations on public places by disobedience to safety rules, disorderly conduct or breaches of the peace. (See division 5 of this chapter and article).
- (e) *Nuisances affecting public economy.* The following are hereby declared to be public nuisances affecting the public economy:
- (1) All structures bearing graffiti, to be abated by applicable law;
 - (2) All businesses or commercial enterprises operating without a current and valid business license;
 - (3) All premises that are found not in compliance with applicable licensing, landlord, zoning, land use laws and adopted codes;
 - (4) Any delinquent arrearage of applicable city liens, taxes, fees, charges or assessments;
 - (5) All premises which originate false fire or security alarms, as defined by sections 9-21 through 9-24 for fire alarms and sections 10-10 through 10-13 for security alarms.

(Ord. No. 2015-101, 1-5-16; Ord. No. 2019-046, 8-6-19; Ord. No. 2019-099, 12-3-19)

Sec. 8-36. Notice to clean up lot or premises.

Whenever it shall appear to the chief of police or the housing officer that there are lying within the city limits any lots or premises in a condition which shall constitute a present or potential hazard to the public health, the chief of police or the housing officer shall issue a written notice to the owner requiring him within a certain specified reasonable time to clear such premises or lot of all rank or uncultivated vegetable growth or briars, brush, grass, weeds, litter, offal, refuse, rubbish, trash, stagnant water, inoperative or unregistered motor vehicles, or other matter deleterious to good health and public sanitation, as in the opinion of the issuing officer will abate such nuisance.

(Ord. No. 2015-101, 1-5-16)

This ordinance is effective as of _____, 2021.

Requested by:

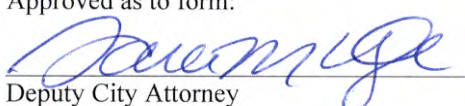
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Legal Department

FROM: *Jennifer Hendrix, Lead Paralegal*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-002 St. Pat's Kickoff (Mar 4)(PDF)

RESOLUTION NO.: R-2022-002

Authorizing consumption of beer and wine beverages only at the Official Kick-Off to St. Pat's in Five Points at the Five Points Fountain on Friday, March 4, 2022 with a rain date contingency of Saturday, March 5, 2022

WHEREAS, the Five Points Association is sponsoring the Official Kick-Off to St. Pat's in Five Points on Friday, March 4, 2022 on Saluda Avenue at the fountain plaza, with a rain date contingency of Saturday, March 5, 2022; and,

WHEREAS, the Association has requested permission for the temporary closing and use of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street from 2:00 p.m. until 11:00 p.m., for preparation of the area for an outdoor event to be held during the hours of 5:00 p.m. and 9:00 p.m., and for patrons to consume beer and wine beverages at the event during the hours of 5:00 p.m. and 8:30 p.m., with a rain date contingency of Saturday, March 5, 2022; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited on the fountain plaza, on Saluda Avenue adjacent to the fountain plaza on Friday, March 4, 2022 from 2:00 p.m. until 11:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space of the fountain plaza, Saluda Avenue adjacent to the fountain plaza and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.
8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
10. to use their own pens.
11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 2:00 p.m. and 11:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 8:30 p.m. on March 4, 2022; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets with the exception of dogs, including horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event's dates and times from 5:00 p.m. until 9:00 p.m. on Friday, March 4, 2022, the fountain plaza, Saluda Avenue adjacent to the fountain plaza with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the fountain plaza, Saluda Avenue adjacent to the fountain plaza with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Legal Department

FROM: *Jennifer Hendrix, Lead Paralegal*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-003 St. Pat's In Five Points (Mar 19) (PDF)

RESOLUTION NO.: R-2022-003

Authorizing consumption of beer and wine only at the "St. Pat's in Five Points Festival" and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 19, 2022 with a rain contingency of Sunday, March 20, 2022

WHEREAS, the Five Points Association is sponsoring the "St. Pat's in Five Points Festival" to raise funds for charity and beautification and revitalization of the Five Points area on Saturday, March 19, 2022, with inclement weather contingencies to include Saturday night and Sunday, March 20, 2022; and,

WHEREAS, the Association has requested the temporary closing and use of the 2100 block of Greene Street from 8:00 a.m. Friday, March 18, 2022 until 11:59 p.m. Saturday, March 19, 2022; the 600 block of Harden Street, from 6:00 p.m. Friday, March 18, 2022 until 11:59 p.m. Saturday, March 19, 2022; the 700 block of Saluda Avenue from 6:00 p.m. Friday, March 18, 2022 until 11:59 p.m., Saturday, March 19, 2022; that Blossom Street between Pickens Street and Heidt Street; Greene Street between Laurens Street and Heidt Street; Devine Street between Laurens Street and Millwood Avenue; Saluda Avenue between Greene Street and Blossom Street; Harden Street between Blossom Street and Pendleton Street, Santee Avenue from Blossom Street to Heidt Street, College Street from Laurens Street to Pine Street on Saturday, March 19, 2022 from 2:00 a.m. until 11:59 p.m. for preparation and staging of the area for an outdoor event to be held on Saturday, March 19, 2022 between 7:30 a.m. and 7:00 p.m., and for patrons to consume beer and wine at the event during the hours of 9:00 a.m. and 6:30 p.m.; and,

WHEREAS, the Association has requested permission to conduct sidewalk sales as part of the celebration; and,

WHEREAS, the Association has requested that the City Manager and the Parks and Recreation Director be authorized to sign the attached "Park Rules for the Five Points Association and merchants to Conduct Street and Sidewalk Sales for St. Pat's in Five Points Festival" so that the rules may be posted at all entrances into the event area; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited within the festival footprint outlined above on Saturday, March 19, 2022 from 2:00 a.m. until 11:59 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space of the festival footprint and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include, but not be limited to, wearing face masks, social distancing, and frequent washing of hands.
8. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-

case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

9. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

10. to use their own pens.

11. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 2:00 a.m. and 11:59 p.m. on Saturday, March 19, 2022.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2022, that Blossom Street between Pickens Street and Heidt Street; Greene Street between Laurens Street and Heidt Street; Devine Street between Laurens Street and Millwood Avenue; Saluda Avenue between Greene Street and Blossom Street; Harden Street between Blossom Street and Pendleton Street, Santee Avenue from Blossom Street to Heidt Street, College Street from Laurens Street to Pine Street the merchants in Five Points are authorized to operate sale booths for items normally sold in their course of business on the sidewalks immediately in front of their places of business between the hours of 9:00 a.m. and 6:30 p.m., and that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. and 6:30 p.m. on Saturday, March 19, 2022, (and in the event of inclement weather, from 9:00 a.m. to 6:30 p.m. Sunday, March 20, 2022); and

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only are allowed in VIP areas on private property; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the area shown on the attached map shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the festival footprint with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply, however, liquor may be served in VIP areas on private property and possession and consumption of alcoholic beverages shall be permitted only in containers provided by the Five Points Association within the area designated.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, March 19, 2022, the Festival's hours of operation will be extended until 10:00 p.m. Furthermore, depending on the amount of rain during the event Saturday, March 19, 2022, and in the sole judgment of the Five Points Association, its Board of Directors and the St. Pat's in Five Points Committee, the event will also be extended to include Sunday, March 20, 2022, between the hours of 9:00 a.m. and 7:00 p.m.; and,

BE IT FURTHER RESOLVED that in the event of inclement weather, the event is extended to include Sunday, March 20, 2022, beer sales shall be authorized between the hours of 9:00 a.m. and 6:30 p.m. and food sales shall be authorized between the hours of 9:00 a.m. and 6:30 p.m. on Sunday, March 20, 2022; and,

PROVIDED, FURTHER, the street and sidewalk sale shall be allowed during either of these dates and hours of operation as listed above.

PROVIDED, FURTHER, that in the event that it does not rain, Blossom Street between Pickens Street and Heidt Street; Greene Street between Laurens Street and Heidt Street; Devine Street between Laurens Street and Millwood Avenue; Saluda Avenue between Greene Street and Blossom Street; Harden Street between Blossom Street and Pendleton Street, Santee Avenue from Blossom Street to Heidt Street, College Street from Laurens Street to Pine Street shall be closed between the hours of 2:00 a.m. and 11:59 p.m. Saturday, March 19, 2022. In the event of inclement weather, the streets shall be closed through 3:00 a.m. Sunday March 18, 2020.

PROVIDED, FURTHER, in the event of inclement weather on Saturday, March 19, 2022, Blossom Street between Pickens Street and Heidt Street; Greene Street between Laurens Street and Heidt Street; Devine Street between Laurens Street and Millwood Avenue; Saluda Avenue between Greene Street and Blossom Street; Harden Street between Blossom Street and Pendleton Street, Santee Avenue from Blossom Street to Heidt Street, College Street from Laurens Street to Pine Street shall be closed to through traffic, and parking by non-residents shall be prohibited, Sunday, March 20, 2022, between the hours of 12:01 a.m. and 7:00 p.m.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that sidewalks shall not be obstructed for pedestrian traffic in violation of Sec. 22-72, 1998 Code of Ordinances of the City of Columbia, South Carolina, and that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina, and that no vendor locations be allowed on any street not closed by the Mayor and Council during the period of celebration.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: Legal Department

FROM: *Jennifer Hendrix, Lead Paralegal*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-007 Mardi Gras at City Roots (Feb 26) (PDF)

RESOLUTION NO.: R-2022-007

Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, February 26, 2022

WHEREAS, Benevolent Krew de Columbi-ya-ya ("Sponsor") is sponsoring the Columbia Mardi Gras Festival at City Roots Urban Farm and in a portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer from 10:00 a.m. until 7:00 p.m. on Saturday, February 26, 2022; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of a portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer from 8:00 a.m. until 8:00 p.m. for set up, clean up, and staging of the event to be held from 10:00 a.m. until 7:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 10:00 a.m. until 6:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, February 26, 2022, from 2:00 p.m. until 11:59 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of

these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 11:00 a.m. until 7:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only is authorized between the hours of 10:00 a.m. and 6:30 p.m. on Saturday, February 26, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3,

Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, February 26, 2022, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

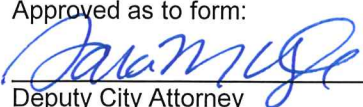
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Mayor Pro-Tempore for 2022

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Central Midlands Council of Governments

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Central Midlands Regional Transit Authority (The COMET)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community



We Are Columbia

MEETING DATE: February 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: City Center Partnership

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: February 1, 2022

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:**

PURPOSE:

COVID-19