



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 1, 2025

The Columbia City Council will conduct a Regular Meeting on Tuesday, April 1, 2025 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, Third Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding this meeting.

The Honorable Daniel J. Rickenmann, Mayor
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 Peter M. Brown, District IV ▪ The Honorable Tyler D. Bailey, At-Large

Prior to entering the meeting please silence all electronic communication devices. All presenters are asked to speak directly into the microphone for recording purposes.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council about items on the agenda. Items requiring a public hearing cannot be addressed at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the March 18, 2025 Regular Meeting Minutes and March 25, 2025 Work Session Minutes.

PRESENTATIONS

2. A'One Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor
3. National Public Safety Telecommunicator Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
4. National Community Development Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor



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5. National Fair Housing Month Proclamation - The Honorable Daniel J. Rickenmann Mayor
6. National Financial Literacy Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

CONSENT AGENDA ITEMS 7 THROUGH 24

7. Council is asked to approve the Purchase of Two (2) Tow-Behind Debris Collectors for the Public Works Department, as requested by the Fleet Services Division on February 7, 2025. Award to Carolina Industrial Equipment Company, using the North Carolina Sheriffs' Association Cooperative Contract, in the amount of \$152,360.38. This vendor is located in Charlotte, NC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$152,360.38.

8. Council is asked to approve a new Construction Contract for Faison Drive Resurfacing Project, as requested by the Public Works Department on November 21, 2024. Award to True Rock Construction, LLC, in an amount not to exceed \$639,338.08 which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) days from commencement. This firm is located in Monroe, NC.

Funding Source: Street Resurfacing Capital Project - Resurface Faison Drive - Capital Project Costs (4079999-SR914401-658650). The original budget amount is \$639,338.08.

True Rock Construction, LLC is the prime contractor and will provide paving services at 88.20% (\$536,202.90) of the total contract amount.

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

Villager Construction, Inc., located in Gaffney, SC, will provide milling at 6.80% (\$41,082.50) of the total contract amount.

Peek Pavement Markings, LLC, located in Columbia, SC, will provide pavement markings at 5.00% (\$30,220.00) of the total contract amount.



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9. Council is asked to approve Contract Amendment #3 for Project PK006903; Mays Park Revitalization, as requested by the Parks and Recreation Department on March 7, 2025. Award to Southern Vistas, Inc., in an amount not to exceed \$109,347.72. The current term of the contract ends on May 9, 2025. This contractor is located in Columbia, SC.

Funding Source: General Capital Projects - Mays Park Revitalization - Capital Project Costs (4039999-PK006903-658650). The current budget amount is \$863,261.20. The budget amount for this amendment is \$109,347.72. The revised budget amount is \$972,608.92.

Southern Vistas, Inc. is the prime contractor and will provide park revitalization services at 70.47% (\$77,054.72) of the amendment amount.

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

Talbot Tennis, located in Marietta, GA, will provide repair and resurfacing services at 29.53% (\$32,293.00) of the amendment amount.

10. Council is asked to approve a Memorandum of Agreement for Utility Relocation: Lexington County Ripley Station Road Bridge Replacement at Koon Branch, as requested by Columbia Water. Award to Lexington County in the amount of \$183,827.00.

Funding Source: Water and Sewer Capital Projects - Utility Conflicts (5529999-WM335522-658650 and 5529999-SS756101-658650). The original budget amount is \$183,827.00.

11. Council is asked to approve Contract Amendment #1 to Purchase Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water on March 4, 2025. Award to Ferguson Waterworks in an amount not to exceed \$108,000.00. The current term of the contract ends June 30, 2025. This contractor is located in Elgin, SC.

Funding Source: Utilities Water Distribution and Maintenance - Pipe, Fittings, Hydrants, etc. (5516203-625700). The current budget amount is \$177,796.19. The budget amount for this amendment is \$108,000.00. The total revised budget amount is \$285,796.19.



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12. Council is asked to approve a new Construction Contract for Project WM4825; 6" Water Main along McDonald Street, as requested by Columbia Water on March 5, 2025. Award to Carolina Tap and Bore, Inc., in an amount not to exceed \$464,278.50, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date ninety (90) days from commencement. This firm is located in West Columbia, SC.

Funding Source: Water and Sewer Capital Project - 6" Water Main along McDonald Street - Capital Project Costs (5529999-WM482501-658650). The original budget amount is \$464,278.50.

This is a Mentor Protégé Program project. Carolina Tap and Bore, Inc. is the mentor and will be performing project management services at 57.80% (\$223,612.66) of the total contract amount.

LG Utility Contractors, Inc., a Minority Business Enterprise (W), located in Lugoff, SC, is the protégé and will be performing installation services at 20.00% (\$77,379.75) of the total contract amount.

The following subcontractor will provide additional services:

STAlone Waterworks, located in Columbia, SC, will be providing materials at 22.20% (\$85,906.34) of the total contract amount.

13. Council is asked to approve a new Contract for Project WM4820; Advanced Metering Infrastructure (AMI) Installations for Water Districts 2, 4, and 5 - Phase 4, as requested by Columbia Water on November 11, 2024. Award to Lake Murray Utility Company, Inc., in an amount not to exceed \$723,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 365 days from commencement. This firm is located in Chapin, SC.

Funding Source: Water and Sewer Capital Projects - AMI Phase 4 Installations - Capital Project Costs (5529999-WM482001-658650). The original budget amount is \$723,000.00.



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14. Council is asked to approve a new Contract for Project WM4819; Advanced Metering Infrastructure (AMI) Installations for Water Districts 1 and 3 - Phase 4, as requested by Columbia Water on November 11, 2024. Award to Lake Murray Utility Company, Inc., in an amount not to exceed \$861,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 365 days from commencement. This firm is located in Chapin, SC.

Funding Source: Water and Sewer Capital Projects - AMI Phase 4 Installations - Capital Project Costs (5529999-WM481901-658650). The original budget amount is \$861,000.00.

15. Council is asked to approve a new Professional Services Contract for Project SR8061; Assembly Street Phase II Design Through Construction Services, as requested by Columbia Water on April 11, 2024. Award to Holt Consulting Company, LLC, in an amount not to exceed \$1,267,203.25. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date nineteen (19) months from commencement and the option to renew for two (2) additional one (1) year periods. This firm is located in Columbia, SC.

Funding Source: Streetscaping Control - Assembly Street Corridor - Capital Project Costs (4139999-CP002003-658650). The original budget amount is \$1,267,203.25.

Holt Consulting Company, LLC is the prime and will be providing project management/oversight, field survey, National Environmental Policy Act (NEPA) environmental documentation, right of way plan development, final roadway construction documents, pavement marking and signing plans, final bid documents, and construction administration services at 59.33% (\$751,808.25) of the total contract amount.

The following subconsultants will also provide services:

AECOM Technical Services, Inc., located in Columbia, SC, will provide lighting design services at 2.21% (\$28,000.00) of the total contract amount.

Blake Environmental Solutions, LLC, a Minority Business Enterprise (W), located in Columbia, SC, will provide public outreach and wayfinding services at 8.94% (\$113,250.00) of the total contract amount.



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F&ME Consultants, Inc., located in Columbia, SC, will provide geotechnical investigation services at 2.60% (\$33,000.00) of the total contract amount.

Grimbal-Cotterill, LLC, located in Columbia, SC, will provide landscape architecture services at 3.02% (\$38,250.00) of the total contract amount.

Infrastructure Systems Management, LLC, a Minority Business Enterprise, located in Augusta, GA, will provide traffic control services at 8.88% (\$112,600.00) of the total contract amount.

Johnson, Mirmiran, and Thompson, Inc., located in Columbia, SC, will provide survey, subsurface utility engineering (SUE), and utility coordination services at 15.02% (\$190,295.00) of the total contract amount.

16. Council is asked to approve Indefinite Delivery Contract (IDC) Amendments for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water on March 7, 2025. Award to the following firms in an amount not to exceed \$1,300,000.00. Project specific administration shall be required, executed, and issued for each waterline/hydrant leak restoration service project awarded under the approved IDC.

Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$1,000,000.00 and Utilities Water Distribution & Maintenance - Maintenance and Service Contract (5516203-638200) \$300,000.00. The budget amount for these amendments is \$1,300,000.00.

Projects awarded under these Indefinite Delivery Contracts from the Columbia Water Preapproved Contractors Listing will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.

Vendor and Location	Amount
Lake Murray Utility Co., Chapin, SC	\$400,000.00
G. H. Smith Construction, Columbia, SC	\$500,000.00
Carolina Tap and Bore, West Columbia, SC	\$400,000.00



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17. Council is asked to approve Contract Amendment #5 for Project SS7555; Lower Crane Creek Relief Sewer Phase II, as requested by Columbia Water on February 27, 2025. Award to Black and Veatch Corporation, in an amount not to exceed \$1,409,320.00. The current term of the contract ends on June 30, 2025 and this amendment extends the contract to May 16, 2028. This firm is located in Greenville, SC.

Funding Source: Water and Sewer Capital Projects - Lower Crane Creek Phase II - Capital Project Costs (5529999-SS755501-658650). The current budget amount is \$956,748.00. The budget amount for this amendment is \$1,409,320.00. The total revised budget amount is \$2,366,068.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program project.

Black and Veatch is the mentor and will provide design and construction services at 75.56% (\$1,064,929.00) of the amendment amount.

Highfill Infrastructure Engineering, located in Columbia, SC is the protégé and will provide assistance with project investigation and coordination services at 8.13% (\$114,600.00) of the amendment amount.

The following subcontractors will provide additional services under this amendment:

Bunnell-Lammons Engineering, located in Columbia, SC, will provide geotechnical exploration services at 3.63% (\$51,150.00) of the amendment amount.

Civil Engineering Consulting Services, Inc., located in Columbia, SC, will provide wetland delineation and no-rise certification approvals for two diversion structures at 7.32% (\$103,141.00) of the amendment amount.

Hussey Gay Bell, located in Columbia, SC, will provide professional surveying services for the newly added sewer section at 5.36% (\$75,500.00) of the amendment amount.



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18. Council is asked to Ratify six (6) Emergency Procurements, as requested by Columbia Water. Award to the lowest responsive bidder for each project in the total amount of \$1,752,553.01.

Item	Vendor	Description	Amount
a.	Bio-Nomic Services, Inc. Belmont, NC	Rental of one (1) centrifuge for the Metro Wastewater Treatment Plant, as requested on September 16, 2024.	\$170,000.00
<i>Funding Source: Utilities Metro Wastewater Plant – Equipment Lease/Rental (5516208-636400). The original budget amount is \$170,000.00.</i>			
b.	Lake Murray Utility Company, Inc. Chapin, SC	6" Water Main work along Steadham Road and Hulda Avenue, as requested on November 1, 2024.	\$478,920.00
<i>Funding Source: Water and Sewer Capital Projects – 6" Water Main along Steadham and Hulda – Capital Project Costs (5529999-WM481101-658650). The original budget amount is \$478,920.00.</i>			
c.	GH Smith Construction Company, Inc. Columbia, SC	Tall Pines Circle Emergency Water Main Relocation, as requested on November 6, 2024.	\$103,092.00
<i>Funding Source: Water and Sewer Capital Projects – Tall Pines Circle Water Main Relocation – Capital Project Costs (5529999-WM483201-658650). The original budget amount is \$103,092.00.</i>			
d.	CR Jackson, Inc. Columbia, SC	Asphalt repair at Garners Ferry Road and Brandon Avenue, as requested on February 11, 2025.	\$237,705.30
<i>Funding Source: Engineering-Water Systems Improvement – Special Contracts – Water/Sewer, Stormwater (5516220-638305). The original budget amount is \$237,705.30.</i>			
e.	LAD Construction, LLC Swansea, SC	12" Waterline repair at Greene Street and Park Street, as requested on March 17, 2025.	\$556,066.35
<i>Funding Source: Engineering Wastewater Systems Improvement – Special Projects (5516221-638500). The original budget amount is \$556,066.35.</i>			
f.	GH Smith Construction Company, Inc. Columbia, SC	Broken waterline repair at Coldstream Drive and Meridian Court, as requested on March 17, 2025.	\$206,769.36
<i>Funding Source: Engineering-Water Systems Improvement – Special Contracts – Water/Sewer, Stormwater (5516220-638305). The original budget amount is \$206,769.36.</i>			
Total			\$1,752,553.01



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19. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23

Ordinance No.: 2025-014 - Annexing 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family – Mill Village District (RD-MV) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Council District: 3

Applicant: Pranv Patel and Tushar Patel

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

First reading approval was given on March 18, 2025.

20. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2309 Leesburg Road, TMS# 19208-02-17

Ordinance No.: 2025-015 - Annexing 2309 Leesburg Road, Richland County TMS # 19208-02-17 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Council District: 4

Applicant: Victoria Sosa Adams

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

First reading approval was given on March 18, 2025.



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21. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2313 Leesburg Road, TMS#19208-02-16

Ordinance No.: 2025-016 - Annexing 2313 Leesburg Road, Richland County TMS # 19208-02-16 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Council District: 4

Applicant: Preston Bunche

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

First reading approval was given on March 18, 2025.

22. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend area subject to height reduction in the Innovista Design Overlay (OV-ID)

Ordinance No.: 2025-013 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; (g) OV-ID: Innovista Design Overlay District, to remove the limitation of height except within 300' of the western boundary of the West Gervais Protection Area.

Applicant: Mayor Daniel J. Rickenmann

Staff Recommendation: Council Member Sponsored

PC Recommendation: Approval (6-0)

First reading approval was given on March 18, 2025.



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23. Ordinance No.: 2025-017 - Authorizing the City Manager to execute a Tenth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

First reading approval was given on March 18, 2025.

24. Ordinance No.: 2025-019 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Alexander J. Christian for the transfer of 5216 Randall Avenue, Richland County TMS #R11705-15-01

First reading approval was given on March 18, 2025.

ZONING / PLANNING MATTERS - FIRST READING

25. ZONING MAP AMENDMENT for 1205 Colleton Street, TMS# 11705-05-16

Ordinance No.: 2025-010 - Amending the Official Zoning Map to modify the zoning for 1205 Colleton Street, Richland County TMS #11705-05-16

Council District: 1

Proposal: Request to rezone the property from Single Family Residential Large Lot (RSF-1) to Mixed-Use District (MU-1).

Applicant: Reynaldo Barron, Barron Properties Group, LLC

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approval (7-0)

The public hearing was held on February 18, 2025.

ORDINANCES - FIRST READING

26. Ordinance No.: 2025-018 - Authorizing execution of a Third Amendment to Lease for the Amtrak Station
27. Ordinance No.: 2025-025 - Authorizing the City Manager to execute a Lessor's Estoppel Certificate and Fourth Amendment to Lease between the City of Columbia and Core SVA Columbia Main LLC



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RESOLUTIONS

28. Resolution No.: R-2025-012 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1001 Senate Street, Columbia, South Carolina, Richland County TMS # R08916-03-12

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council. Items requiring a public hearing cannot be addressed at this time.

ADJOURNMENT



MEETING DATE: April 1, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the March 18, 2025 Regular Meeting Minutes and March 25, 2025 Work Session Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_03182025 (DOCX)
- **#b:** MN_03252025_WS (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 18, 2025

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, March 18, 2025 at City Hall (Council Chambers), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Will Brennan, Mayor Pro-Tempore called the meeting to order at 4:00 p.m. and the following members were present: The Honorable Edward H. McDowell, Jr., The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Daniel J. Rickenmann, Mayor was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

Bishop James Mack, Bible Way of Piedmont Ministries offered the invocation.

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to adopt the agenda as amended, with the deferral of **Item 3**.

PUBLIC INPUT

No one appeared at this time.

APPROVAL OF MINUTES

1. Approval of March 4, 2025 Work Session and Regular Meeting Minutes - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to approve the March 4, 2025 Work Session and Regular Meeting Minutes.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 18, 2025

PRESENTATIONS

2. Social Work Month Proclamation - The Honorable Aditi Bussells

Dr. Bussells congratulated the Rapid Shelter team on reaching year three. She emphasized the importance of providing housing for the hardest-to-reach homeless populations in the community and highlighted the value of having trauma-informed and compassionate staff.

The Honorable Aditi Bussells and the members of City Council proclaimed March 2025 as Social Work Month in the City of Columbia.

Ms. Kameisha Heppard, LSW, Director of Homeless Services thanked the City Manager, Mayor and City Council for recognizing the vital work of social workers. She also expressed gratitude to partners and stakeholders for their support in expanding outreach. She highlighted the increasing need for assistance and acknowledged her dedicated team. Each year, Rapid Shelter recognizes an honorary social worker. This year, Ms. Nyasia Franklin has been selected for her remarkable growth and dedication.

3. Office of Neighborhood Safety and Engagement Quarterly Update - Mr. Trevon Fordham, Ed.D., Director – *Deferred*

CONSENT AGENDA ITEMS 4 THROUGH 9

Upon a single motion made by Mr. McDowell and seconded by Mr. Brown, Council voted unanimously to approve **Consent Agenda Items 4 through 9.**

4. Council is asked to approve a Sole Source Contract Amendment #2 for the Purchase of Godwin Pumps, Products, Parts, Repair Services and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water on February 20, 2025. Award to Xylem Dewatering Solutions, Inc., in an amount not to exceed \$80,000.00. The current term of the contract ends on June 30, 2025. This firm is located in Summerville, SC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Equipment/Service Supply (5516208-631800). The current budget amount is \$30,000.00. The budget amount for this amendment is \$80,000.00. The total revised budget amount is \$110,000.00.



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5. Council is asked to approve the Purchase of Licenses for Citywide GPS Monitoring Services, as requested by the Fleet Services Division on February 17, 2025. Award to Samsara, Inc., using the Sourcwell Cooperative Contract in the amount of \$169,319.38. This vendor is located in San Francisco, CA. – *Approved*

Funding Source: Equipment Service Fuel Parts and Repair - Cloud Based Software Solutions (6308970-632170). The original budget amount is \$169,319.38.

6. Council is asked to approve Project PK121201; Purchase of Six (6) Triangular Canopies for Hyatt Park, as requested by the Parks and Recreation Department on March 5, 2025. Award to Shade Systems, Inc., using the HGACBuy Cooperative Contract in the amount of \$128,223.38. This vendor is located in Ocala, FL. – *Approved*

Funding Source: Community Development Block Grant; General Capital Projects - Hyatt Park and Randall Avenue Pocket Park - Recreation Physical Fitness Equipment-Capital (4039999-PK121201-658900). The original budget amount is \$128,223.38.

7. Council is asked to approve Project PK121201; Purchase of Playground Equipment for Randall Avenue Park, as requested by the Parks and Recreation Department on March 3, 2025. Award to Carolina Parks and Play, LLC, using the Sourcwell Cooperative Contract in the amount of \$206,681.40. This vendor is located in Cary, NC. – *Approved*

Funding Source: Community Development Block Grant; General Capital Projects - Hyatt Park and Randall Avenue Park - Recreation Physical Fitness Equipment-Capital (4039999-PK121201-658900). The original budget amount is \$206,681.40.

8. Council is asked to approve a new Contract for Projects PK12501/PK121725; Renovations and Restroom Upgrades to include Hands-Free Technology at Various Parks and Recreation Facilities, as requested by the Parks and Recreation Department on November 15, 2024. Award to MADCO Contracting and Consulting Services in an amount not to exceed \$965,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date one hundred ninety (190) days from commencement. This contractor is located in Lexington, SC. – *Approved*



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Funding Source: Community Development Block Grant: General Capital Projects - Charles R. Drew Wellness Center Bathroom Renovation - Capital Project Costs (4039999-PK121501-658650) \$250,000.00 and Community Development Block Grant - CV: General Capital Projects - Parks and Recreation Restroom Upgrades Touchless - Capital Project Costs (4039999-PK121725-658650) \$715,000.00. The original budget is \$965,000.00.

9. Ordinance No.: 2025-012 - Approval for Acquisition of 2903 North Main Street for the Vista Greenway, Phase 3 Project; Richland County TMS#09110-24-01 (3,545.06 SF; 0.08 Acre); CF#250-590 for extension of the pedestrian trail from Elmwood Avenue to Harden Street Extension – *Approved on second reading.*

First reading approval was given on March 4, 2025.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 4:12 p.m.

10. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23 – *Approved on first reading.*

Ordinance No.: 2025-014 - Annexing 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 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.

Proposal: Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family – Mill Village District (RD-MV) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Council District: 3

Applicant: Pranv Patel and Tushar Patel

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 18, 2025

No one appeared at this time.

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23 **and** Ordinance No.: 2025-014 - Annexing 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

11. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2309 Leesburg Road, TMS# 19208-02-17 – *Approved on first reading.*

Ordinance No.: 2025-015 - Annexing 2309 Leesburg Road, Richland County TMS # 19208-02-17 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.

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Council District: 4

Applicant: Victoria Sosa Adams

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

No one appeared at this time.

Upon a motion made by Mr. Brown and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 2309 Leesburg Road, TMS# 19208-02-17 **and** Ordinance No.: 2025-015 - Annexing 2309 Leesburg Road, Richland County TMS # 19208-02-17 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, MARCH 18, 2025

12. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2313 Leesburg Road, TMS#19208-02-16 – *Approved on first reading.*

Ordinance No.: 2025-016 - Annexing 2313 Leesburg Road, Richland County TMS # 19208-02-16 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.

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Council District: 4

Applicant: Preston Bunche

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

No one appeared at this time.

Upon a motion made by Mr. Brown and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for 2313 Leesburg Road, TMS#19208-02-16 **and** Ordinance No.: 2025-016 - Annexing 2313 Leesburg Road, Richland County TMS # 19208-02-16 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

13. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend area subject to height reduction in the Innovista Design Overlay (OV-ID) – *Approved on first reading.*

Ordinance No.: 2025-013 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts – Approved on first reading.

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; (g) OV-ID: Innovista Design Overlay District, to remove the limitation of height except within 300' of the western boundary of the West Gervais Protection Area.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 18, 2025

Applicant: Mayor Daniel J. Rickenmann

Staff Recommendation: Council Member Sponsored

PC Recommendation: Approval (6-0)

No one appeared at this time.

Ms. Krista Hampton, Director of Planning and Development Services explained that the Innovista is currently subject to the height restriction and that will remain. The other areas that are subject to this height restriction no longer will be. They will be subject to either the historic district standards or the base zoning district. This was sponsored by the Mayor in relation to proposal at the Convention Center's proposal.

There was discussion about recent concerns and the amendment pertaining only to the Innovista.

Upon a motion made by Mr. Brown and seconded by Dr. Bussells, Council voted unanimously to give to first reading approval to Ordinance No.: 2025-013 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts.

Council closed the public hearing at 4:18 p.m.

ORDINANCES - FIRST READING

14. Ordinance No.: 2025-017 - Authorizing the City Manager to execute a Tenth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to give first reading approval to Ordinance No.: 2025-017 - Authorizing the City Manager to execute a Tenth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 18, 2025

15. Ordinance No.: 2025-019 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Alexander J. Christian for the transfer of 5216 Randall Aveue, Richland County TMS #R11705-15-01 – *Approved on first reading.*

Upon a motion made by Ms. Herbert and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2025-019 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Alexander J. Christian for the transfer of 5216 Randall Aveue, Richland County TMS #R11705-15-01.

EVENT RESOLUTIONS

16. Resolution No.: R-2025-001 - Authorizing consumption of beer and wine only at Main Street Jazz Fest in the 1700 block of Main Street on Saturday, May 10, 2025 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-001 - Authorizing consumption of beer and wine only at Main Street Jazz Fest in the 1700 block of Main Street on Saturday, May 10, 2025.

17. Resolution No.: R-2025-005 - Authorizing consumption of beer and wine only at Artista Vista's Live on Lincoln in the 1200 block of Lincoln Street on Sunday, April 13, 2025 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-005 - Authorizing consumption of beer and wine only at Artista Vista's Live on Lincoln in the 1200 block of Lincoln Street on Sunday, April 13, 2025.

18. Resolution No.: R-2025-007 - Authorizing consumption of beer, wine, and liquor at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 27, 2025 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-007 - Authorizing consumption of beer, wine, and liquor at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 27, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 18, 2025

19. Resolution No.: R-2025-008 - Authorizing consumption of beer, wine, and liquor at the Contemps Ball at 1515 Main Street on Saturday, March 22, 2025
– *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve Resolution No.: R-2025-008 - Authorizing consumption of beer, wine, and liquor at the Contemps Ball at 1515 Main Street on Saturday, March 22, 2025.

APPOINTMENTS

20. Board of Zoning Appeals

Upon a motion made by Mr. Bailey and seconded by Dr. Bussells, Council voted unanimously to approve the reappointment of Mr. Sherard Duvall and the appointment of Ms. Sydney Lanham to the Board of Zoning Appeals for a three-year term.

21. Climate Protection Action Committee

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to approve the appointment of Ms. Angi Fuller Wildt, Ms. Caroline Nagel, and Mr. Richard "Cameron" Cohran to the Climate Protection Action Committee for a three-year term.

22. Design Development Review Commission

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to approve the reappointment of Ms. Mary Beth Branham as an architect with historic preservation experience and Mr. Andrew Saleeby as a community representative to the Design Development Review Commission for a three-year term.

23. Hospitality Tax Advisory Committee

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to approve the appointment of Ms. Nailah "N.C." Darby and Ms. Carena Jones as restaurateurs, Mr. Jay Anneaux as an at-large representative, and Ms. Harriet Green as the Arts and Cultural Liaison to the Hospitality Tax Advisory Committee for a two-year term.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 18, 2025

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

Upon a motion made by Mr. Bailey and seconded by Mr. McDowell, Council voted unanimously to refer a report provided by staff on the impact the expansion of delivery robots could have on the local workforce, safety, and general welfare of Columbia residents to the Health Social and Environmental Affairs Committee.

The report will include the following topics:

- A broad overview of the implementation of autonomous food delivery technology across the country and its impact on workers.
- An overview of the autonomous food delivery program at USC. The city's relationship to the program in regard to permitting, the issuing of business licenses, data sharing or other agreements in place, number of autonomous delivery robots currently being used throughout Columbia, etc.
- Any regulations on autonomous food delivery robots that have been implemented in other cities and the impacts of the regulation on their respective workforces.
- Proposed business licensing rates for autonomous robots' deliveries companies used throughout the city taking into consideration our citizens' need for employment opportunities and ensuring that autonomous food delivery robot companies contribute their equitable share to the general welfare of the city.

PUBLIC INPUT

Ms. Cae Moore expressed concerns about substandard housing and high rents. She proposed the demolition of the Riverwalk Vista apartment complex to build an affordable housing community. The goal is to improve housing quality and affordability.

There was discussion about the current affordability of housing in the City of Columbia.

Mr. Oliver Francis sought clarification on whether he is allowed to coach baseball in Columbia and requested an official written response.

Mr. Wade Fulmer expressed concerns of nuisance dog barking.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 18, 2025

EXECUTIVE SESSION

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 4:43 p.m. for the discussion of **Items 24 and 25**.

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

Audra Hatcher v. City of Columbia

Ernest Johnson v. City of Columbia

O. Stanley Smith, Acre Plus, LLC and Constan Gervais Street Car Wash, Inc. v. City of Columbia

25. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

2221 Devine Street

ADJOURNMENT

The meeting was adjourned at 5:40 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 25, 2025

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, March 25, 2025 at City Hall (Mayor's Conference Room), 1737 Main Street, Second Floor, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:08 p.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable William Brennan, Mayor Pro-Tem, arrived at 2:07 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to adopt the agenda subject to adding Core Campus/Estoppel Agreement to **Item 4** (Discussion of negotiations incident to proposed contractual arrangements pursuant to SC Code §30-4-70(a)(2)).

CITY COUNCIL DISCUSSION

1. Parks and Recreation Master Plan - Mr. Daniel P. Biggs, RLA, ISA, CERP, Associate / Regional Planner for Weston & Sampson – *Received as information*

Mr. Henry Simons, Assistant City Manager of Operations explained that the Master Plan will serve as a guide for the next ten years. The plan is community-driven and highly inclusive, with a strong focus on community engagement. The goal is to bring a resolution to approve the Master Plan by April 15, 2025.

Mr. Daniel Biggs, RLA, ISA, CERP, Associate/Regional Planner at Weston & Sampson presented the city-wide Parks & Recreation Master Plan that focuses on the city's parks, greenways, and recreational facilities. The plan identifies current and future programming and facility opportunities for each park. Recommendations are organized into administrative, program, park, and facility categories. The plan's seven goals with strategies for staff include: supporting community health, engaging



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 25, 2025

the community, enhancing programming and events, improving parks and facilities, expanding recreation spaces, promoting connectivity, and improving operations.

There was discussion about the addition of pickle ball courts; irrigation systems; and interest in converting empty lots into pocket parks.

2. Quarterly Update from the Office of Neighborhood Safety and Engagement - Mr. Trevon Fordham, Ed.D., Director – *Received as information*

Mr. Trevon Fordham, Ed.D., Director of the Office of Neighborhood Safety and Engagement provided an overview of the organization's key initiatives: community engagement and outreach, research and strategic Planning, and training and development. He shared the office's mission to advance peace through resident support, partnerships, and public health-based solutions. He noted Columbia's participation in the National Violent Crime Prevention Network with 30 other cities. Accomplishments in 2024 included an office name change, hiring additional staff, securing funding, and launching new initiatives for public safety and community well-being.

There was discussion about adding graphics and statistics to video content; donations; and church participation.

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Mr. Bailey, Council voted unanimously to enter into Executive Session at 2:22 p.m. to discuss **Items 3 and 4** as amended to include Core Campus/Estoppel Agreement to **Item 4**.

3. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)

*Beltline Redevelopment Project
Capital City Stadium*

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

Vista BID



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 25, 2025**

ADJOURNMENT

The meeting was adjourned at 3:51 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



MEETING DATE: April 1, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: A'One Day Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:



MEETING DATE: April 1, 2025

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Wendy Royal, Director of Columbia-Richland 911 Communications*

SUBJECT: National Public Safety Telecommunicator Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** City Of Columbia Telecommunicator Week Proclamation (2025) (DOCX)



**City Of Columbia
A Proclamation**

WHEREAS, the United States Congress designated the second full week of April as National Public Safety Telecommunicator Week in 1991 to recognize and honor the Nation's "first" responders, public safety telecommunicators, for their contributions to the safety and security of residents in the United States; and

WHEREAS, the citizens of Richland County and the City of Columbia depend on the skill, expertise and commitment of the men and women who answer their 911 calls every day; and

WHEREAS, Columbia-Richland 911 Communications will be celebrating the 2025 National Telecommunicators Week with a variety of activities during the week of April 13-19, 2025; and

WHEREAS, everyone is encouraged to take a moment during this week to contact the dedicated men and women that work at Columbia-Richland 911 Communications and thank them for their contributions to Public Safety and the citizens they serve; and

WHEREAS, the City of Columbia recognizes the hard work of Columbia-Richland 911 Communications and thanks them for their continued dedication to the safety of our City.

NOW, THEREFORE I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim the week of April 13, 2025 as

National Public Safety Telecommunicator Week

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Daniel J. Rickenmann
Mayor

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member



MEETING DATE: April 1, 2025

DEPARTMENT: Community Development

FROM: *Felicia Kilgore, Director of Community Development*

SUBJECT: National Community Development Week
Proclamation - The Honorable Daniel J.
Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** 2024-2025 Proclamation CD Week (DOCX)



City of Columbia
National Community Development Week Proclamation

WHEREAS, the week of April 21-25, 2025, has been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and,

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe, and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income people; and

WHEREAS, the HOME Program provides funding to local communities to create decent, safe, and affordable housing opportunities for low-income persons; and

WHEREAS, over the past five years, our community has received a total of \$8 million in CDBG funds and \$7 million in HOME funds, which have been utilized to benefit low- and moderate-income residents by providing essential services, housing rehabilitation, and infrastructure improvements; and

WHEREAS, the City of Columbia recognizes that both the CDBG and HOME programs are essential to the vitality of underserved populations and the entire community; and

WHEREAS, the City of Columbia, along with other communities across the nation, recognizes the week of April 21 – 25, 2025, as National Community Development Week.

NOW, THEREFORE, I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, do hereby proclaim the week of April 21 – 25, 2025, as

National Community Development Week in the City of Columbia and urge all citizens to join us in recognizing the Community Development Block Grant Program and the HOME Investment Partnerships Program and their importance to our community.

BE IT FURTHER RESOLVED that the City of Columbia designates the week of April 21-25, 2025, as **National Community Development Week**.

Daniel J. Rickenmann
 Mayor

Tina N. Herbert
 District I, Council Member

Tyler D. Bailey.
 At-Large, Council Member

Peter M. Brown
 District IV, Council Member

Dr. Aditi Bussells
 At-Large, Council Member

Edward McDowell, Jr.
 District II, Council Member

Will Brennan
 District III, Council Member



MEETING DATE: April 1, 2025

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: National Fair Housing Month Proclamation - The Honorable Daniel J. Rickenmann Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Richland County FAIR HOUSING MONTH PROCLAMATION (DOCX)



City of Columbia

FAIR HOUSING MONTH PROCLAMATION

WHEREAS, The month of April has been designated National Fair Housing Month, to recognize and celebrate the 1968 passage of Title VIII of the Civil Rights Act into law, which prohibited discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status and handicap continuing to help countless thousands of Americans achieve the American dream of obtaining safe, decent and affordable housing; and

WHEREAS, fifty-seven years later, this landmark legislation has helped and continues to help countless thousands of Americans achieve the American dream of obtaining safe, decent and affordable housing; and

WHEREAS, the Richland County Office of Community Development has made great strides in opening housing markets to underserved groups, thus giving many more Americans an equal opportunity to live wherever they choose; and the need to enforce fair housing laws remains just as urgent today; and,

WHEREAS, this year, as in previous years, the Richland County Office of Community Development initiated and participated in the following programs: Affordable Housing Development through rehabilitation and construction, Homeowner and First-Time Homebuyer Assistance, Public Services, Financial Empowerment and Neighborhood Revitalization.

WHEREAS, In April 2025, the City of Columbia Community Development Department and Richland County Office of Community Development Fair Housing efforts includes our Roles and Responsibilities in Housing Workshop for Fair Housing Month – April 2025 marks the 57th Anniversary of the passage of the Fair Housing Act, the federal law that prohibits discrimination in housing. During this month, we hope to educate people that discrimination has no home in America and that no person should be denied housing or treated differently because of their race, color, national origin, religion, gender, family status or disability. Recognizing the importance of Fair Housing benefits Columbia’s people and places by providing opportunities and improving quality of life.

THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim April 2025 as

“National Fair Housing Month”

BE IT FURTHER RESOLVED that the City of Columbia designates April 2025 Columbia Fair Housing Month.

Daniel J. Rickenmann
Mayor

Tina N. Herbert
District I, Council Member

Tyler Bailey
At-Large, Council Member

Peter Brown
District IV, Council Member

Dr. Aditi Bussells
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member

Will Brennan
District III, Council Member



MEETING DATE: April 1, 2025

DEPARTMENT: Community Development

FROM: *Felicia Kilgore, Director of Community Development*

SUBJECT: National Financial Literacy Month Proclamation -
The Honorable Daniel J. Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** 2025 NATIONAL FINANCIAL LITERACY PROCLAMATION (DOC)



City of Columbia
National Financial Literacy Month Proclamation

WHEREAS, April is National Financial Literacy Month, dedicated to improving financial literacy in an effort to ensure that all Americans have access to trustworthy financial services and products; and

WHEREAS, 2025 marks the 22nd anniversary of April as National Financial Literacy Month, a milestone that underscores the timeless value of financial education in our rapidly evolving economic landscape.

WHEREAS, financial literacy can help families establish and maintain healthy financial habits to improve their quality of life; and

WHEREAS, financial education help citizens become more knowledgeable about finances and develop skills and strategies to manage personal finances, savings, and credit development; and,

WHEREAS, Each year the City of Columbia celebrates National Financial Literacy month by offering or supporting initiatives that promote and advances financial literacy education; and,

WHEREAS, In April 2025, the Community Development Department would like to recognize our Financial Educational collaboration efforts with TRUIST Bank. This collaboration assist in building financial capabilities that helps families, build resilience, and benefit from an equitable economy; and,

WHEREAS, The City of Columbia encourages our residents to re-connect with mainstream financial institutions.

THEREFORE, I, Daniel J. Rickenmann, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim April 2025 as

“National Financial Literacy Month”

In the City of Columbia and encourages everyone to join me in recognizing the importance of personal financial education.

Daniel J. Rickenmann
 Mayor

Tina N. Herbert
 District I, Council Member

Dr. Aditi Bussells
 At-Large, Council Member

Tyler Bailey
 At-Large, Council Member

Edward McDowell, Jr.
 District II, Council Member

Peter Brown
 District IV, Council Member

Will Brennan
 District III, Council Member



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of Two (2) Tow-Behind Debris Collectors for the Public Works Department, as requested by the Fleet Services Division on February 7, 2025. Award to Carolina Industrial Equipment Company, using the North Carolina Sheriffs' Association Cooperative Contract, in the amount of \$152,360.38. This vendor is located in Charlotte, NC.

REQUISITION NO.: R232579

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$152,360.38.

CLEAN WATER 2020?: No

North Carolina Sheriffs' Association (NCSA) Contract #24-08-0421R

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

ATTACHMENTS:

- **#a:** North Carolina Sheriffs' Association (NCSA) Contract (PDF)
- **#b:** Carolina Industrial Equipment Quote (PDF)
- **#c:** March 24 2025 Council Memo - Fleet Requests (DOCX)



**North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
2024-2025 Rollover Agreement
Bid 24-08-0421R**

The North Carolina Sheriffs' Association (NCSA) has implemented Section 1.3 *Term of Contract* of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the NCSA has extended your contract for one additional year. NCSA Heavy Equipment Bid 24-08-0421R will be effective May 18, 2024, through May 17, 2025.

By the award of this contract based on your company's bid for Solicitation Number 24-08-0421R, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

X Brett Belda

Signature of Authorized Representative

X Brett Belda

Printed Name of Authorized Representative

X Schaefer Plastics North America, LLC

Contractor/Vendor Name (Please Print)

X January 19, 2024

Date

X

Signature of NCSA Contract Administrator

X Jason D. Bennett

Printed Name of NCSA Contract Administrator

X

Date

Bid 24-08-0421R Rollover Agreement - Template (002)

Final Audit Report

2024-01-19

Created:	2024-01-19
By:	Travis McAlister (travis.mcalister@ssi-plastic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv0IOZv51SSyMkd6FtLZDgCo0XcSJVoJA

"Bid 24-08-0421R Rollover Agreement - Template (002)" History

-  Document created by Travis McAlister (travis.mcalister@ssi-plastic.com)
2024-01-19 - 2:39:38 PM GMT
-  Document emailed to Brett Belda (brett.belda@ssi-plastic.com) for signature
2024-01-19 - 2:40:02 PM GMT
-  Email viewed by Brett Belda (brett.belda@ssi-plastic.com)
2024-01-19 - 2:40:35 PM GMT
-  Document e-signed by Brett Belda (brett.belda@ssi-plastic.com)
Signature Date: 2024-01-19 - 2:40:47 PM GMT - Time Source: server
-  Agreement completed.
2024-01-19 - 2:40:47 PM GMT



CITY OF COLUMBIA, SC - STREET
DIVISION

SAMANTHA YAGER

Equipment Proposal
February 07, 2025

Steve Brinkel
steve@ciequipment.com
(980) 417-3058

Prepared For

Samantha Yager
CITY OF COLUMBIA, SC - Street Division
2910 COLONIAL DRIVE
COLUMBIA, SC 29203
samantha.yager@columbiasc.gov
(803) 545-3325

Prepared By

Steve Brinkel
Charlotte, NC
steve@cieequipment.com
(980) 417-3058



PROPOSAL

No. CQ417639911

Date Prepared: February 7, 2025

ODBLCT60019 | XTREME VAC BY ODB LCT600 TRAILER MOUNT LEAF & DEBRIS LOADER [Qty: 2]

Standard Features & Benefits

- KUBOTA WSG3800 3.81 GAS ENGINE - 87HP
- ELECTRONIC ENGINE CONTROLS WITH ENGINE SAFETY SHUT DOWN SYSTEMS
- 44-GALLON POLYETHYLENE FUEL TANK
- 13" CLUTCH ASSEMBLY WITH 2.25" DIAMETER PTO SHAFT
- SUCTION IMPELLER WITH (6) 3/8" THICK T-1 STEEL BLADES
- 16" X 120" RUBBER SUCTION HOSE WITH STEEL NOZZLE
- 90-DEGREE INLET ELBOW FOR CURBSIDE PICKUP (LCT450/650)
- 1/4" THICK TRAILER DECK WITH CHANNEL MEMBERS ON ENDS
- HD HEIGHT ADJUSTABLE PINTLE EYE WITH THREE PINS
- PARKING JACK WITH 5" SWIVEL CASTOR WHEEL
- ELECTRIC BRAKES WITH BREAK-AWAY ACTUATOR
- SINGLE 6K TORFLEX AXLE

CIE Pro Package

			Qty
ODBJD74P	JOHN DEERE 4045TFC03 DIESEL 4 CYL. 74HP FINAL TIER 4	\$ 12,891.60	2

Discounts / Trades

DISCOUNT	NCSA #24-08-0421R	\$ (9,725.14)
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Machine [Each]:	\$ 68,151.16
CIE Pro Package:	\$ 25,783.20

Total [Qty 2]:	\$162,085.52
Discounts & Trades:	\$ (9,725.14)

Machine Subtotal

\$152,360.38

Planned Maintenance

Our Planned Maintenance (PM) Program maximizes your equipment's reliability, performance, and overall quality by ensuring regular and professional maintenance and inspections from our specially trained technicians. Getting your PM Program in place is a surefire way to protect your investment. Recommended PM rates are per unit per visit. Please note: PM Rates are subject to change based on current market conditions.

☐

I would like to inquire about Planned Maintenance for my Xtreme Vac By Odb Lct600 Trailer
Mount Leaf & Debris Loader.

- Freight is FOB destination.
- Proposal expires 04/08/2025*.
- *Expiration date is subject to change in the event of a manufacturer price increase.

Machine 1 Total: \$152,360.38

Proposal Total

\$152,360.38

Notice | Terms & Conditions

Please initial and date below

Section 1: Introduction

The below signed, acting as a duly authorized representative of the customer, understands and agrees that the equipment cited in the quotation is custom-built to suit their specific needs and requirements. Therefore, this order cannot be canceled under any circumstances that are beyond our control.

Section 2: Pricing

Bortek will do its best to minimize price adjustments after the time of order placement. However, in the event of unexpected Manufacturer and chassis price increases at any time during the manufacturing process, these will be passed along to the customer. Evidence of such increases will be provided upon request.

Section 3: Payment

1. 20% non-refundable deposit for all commercial purchases.
2. Prices exclude any applicable taxes.
3. CDL chassis for commercial use are subject to FET Tax.
4. Lease payments are an estimation and are subject to final credit approval.
5. Lease Quote is not a commitment to fund.
6. Balance due upon delivery.
7. Transfer of title to customer will be executed within five business days of receipt of payment.

Section 4: Leaf & Vacuum Systems

It is acknowledged that all leaf and debris vacuum systems, including ODB are custom-built, specialized machinery. Given the inherent nature of their operational duties, these systems necessitate regular, meticulous maintenance and care. It should be noted that these machines are prone to potential malfunctions and preventable damage. It is highly recommended to schedule pre-season or end-of-season maintenance with our service department.

Initial

Date

Payment

Signature

Date

Print Name

Title

Purchase Order #



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Ms. Shannon Lizewski, Director/Purchasing Agent
for the Department of Procurement and Contracts

DATE: March 24, 2025

SUBJECT: Recommendation for Approval for Purchase of equipment for the City of Columbia Public Works Department, as requested by the Fleet Services Division.

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of equipment for the City of Columbia Public Works Department as requested by the Fleet Services Division.

Item	Vehicle	Department	Price	Funding Source
a.	2 – Tow-Behind Debris Collectors	Public Works Department/Solid Waste Division	\$152,360.38	Capital Replacement Program FY 2024-2025
Total Amount: \$152,360.38				

This purchase utilizes State Contract and cooperative purchase agreements for vehicles and equipment. Item (a) is a vehicle that is a capital replacement and funded from the capital lease purchase program FY24/25.

If you have questions or concerns, please do not hesitate to contact our office.

***Capital Lease Purchase Program**

The City utilizes a capital lease purchase program for the replacement of General Fund rolling stock and technology refresh. Although referred to as a lease program, this is a financing mechanism for the City's capital outlays replacement program for General Fund departments. Vehicles and equipment include police patrol vehicles, fire trucks, solid waste trucks, dump trucks and other vehicles and heavy equipment associated with General Fund departments.

The Capital Lease Program has typically been a 7 year lease and the annual lease payment is included in the General Fund Budget. The issuance of \$15,000,000 is based upon the replacement schedule for the year and the capacity of the General Fund for the lease payment.

Issuance of the lease takes is generally approved by City Ordinance during November or December City Council meetings. The procurement of vehicles begins as early as July due to the lead time it often takes for vehicles, especially heavy equipment and in particular fire apparatuses. Purchases take place throughout the fiscal year, depending upon availability. While the purchase of the vehicles begins before the lease is issued, the delivery and receipt of the vehicles or equipment occurs after the lease is issued.



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Faison Drive Resurfacing Project, as requested by the Public Works Department on November 21, 2024. Award to True Rock Construction, LLC, in an amount not to exceed \$639,338.08 which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date thirty (30) days from commencement. This firm is located in Monroe, NC.

REQUISITION NO.: R221762

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Street Resurfacing Capital Project - Resurface Faison Drive - Capital Project Costs (4079999-SR914401-658650). The original budget amount is \$639,338.08.

CLEAN WATER 2020?: No

PURPOSE:
True Rock Construction, LLC is the prime contractor and will provide paving services at 88.20% (\$536,202.90) of the total contract amount.

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

Villager Construction, Inc., located in Gaffney, SC, will provide milling at 6.80% (\$41,082.50) of the total contract amount.

Peek Pavement Markings, LLC, located in Columbia, SC, will provide pavement markings at 5.00% (\$30,220.00) of the total contract amount.

There were four (4) responsive and responsible bids received for this project under BID028-24-25-LB.

The total construction time allocated for this project is thirty (30) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$607,505.40
Contingency	\$ 31,832.68
Total	\$638,338.08

ATTACHMENTS:

- **#a:** Memo for Faison Drive (PDF)
- **#b:** Contract Approved by Legal (PDF)
- **#c:** BIR Form for Faison Drive(PDF)
- **#d:** Official Bid Tabulation for Bid028-24-25-LB (PDF)

CITY OF COLUMBIA
SOUTH CAROLINA

INTER-OFFICE MEMO

DATE: March 20, 2025

TO: Gary Porth
Construction Procurement Manager
Department of Procurement & Contracts

FROM: Victor Atlas
Assistant Street Superintendent
Public Works

RE: BID028-24-25-LB Faison Drive Resurfacing Project

This project, Faison drive resurfacing from Farrow Road to Wilson Boulevard, requires the milling and resurfacing of more than 21,076 square yards of asphalt surface to include the replacement of all existing pavement markings. The Richland County Transportation Committee (CTC) C Program Administration funds this project.

Contract

City of Columbia, South Carolina

Faison Drive Resurfacing Project

BID028-24-25-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **True Rock Construction LLC, P.O. Box 1609, Monroe, NC 28111**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **thirty (30)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Six Hundred Seven Thousand Five Hundred Five Dollars and Forty Cents (\$607,505.40)**. This Contract also provides for an additional contingency in the amount of **Thirty-One Thousand Eight Hundred Thirty-Two Dollars and Sixty-Eight Cents (\$31,832.68)**. To be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Bidder's Response including Bid Form.

9.2.3 This Contract.

9.2.4 Performance Bond.

9.2.5 Payment Bond.

9.2.6 Specifications.

9.2.7 Location Map.

9.2.8. Addendum number 1.

9.2.9 Any modifications, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation,

Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 3/19/2025

Attest

Address for giving notices:

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

Date: _____

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

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) / SAM.gov Unique Entity ID & CAGE # (REQUIRED)	City of Columbia Vendor number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (S 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)
Villager Construction, Inc.	V018552	Milling	\$41,082.50	6.8%	N/A	N/A
Peek Pavement Markings, LLC	V015929	Pavement Markings	\$30,220.00	5.0%	N/A	N/A

Key: Minority/Women Owned Business Enterprise Association Code

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

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

COMBINED TOTAL SUB AMOUNT \$71,302.50

TOTAL CONTRACT AMOUNT: \$607,505.40

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

Business Name: - TrueRock Construction, LLC

Representative Name/Title: Thad A. Preslar, President

Signature: 

Date: 2/18/2025

Event Number	Bid028-24-25-LB Addendum 1	Organization	City of Columbia, SC
Event Title	Faison Drive Resurfacing Project	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held on January 28,	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	1/16/2025 03:30:02 PM (ET)	Phone	
Close Date	2/18/2025 02:00:00 PM (ET)	Fax	

Official Bid Tabulation

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Truerock Construction	Mon	NC	2/18/2025 09:07:52 AM (ET)	1	\$607,505.40
Armstrong Contractors	Columbia	SC	2/18/2025 09:44:40 AM (ET)	1	\$634,145.25
Palmetto Corp of Conway	Conway	SC	2/18/2025 12:47:39 PM (ET)	1	\$697,257.70
In Line Paving Industries, LLC	Lexington	SC	2/17/2025 01:09:15 PM (ET)	1	\$732,761.90

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



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #3 for Project PK006903; Mays Park Revitalization, as requested by the Parks and Recreation Department on March 7, 2025. Award to Southern Vistas, Inc., in an amount not to exceed \$109,347.72. The current term of the contract ends on May 9, 2025. This contractor is located in Columbia, SC.

REQUISITION NO.: R222948

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects - Mays Park Revitalization - Capital Project Costs (4039999-PK006903-658650). The current budget amount is \$863,261.20. The budget amount for this amendment is \$109,347.72. The revised budget amount is \$972,608.92.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

PURPOSE:

Southern Vistas, Inc. is the prime contractor and will provide park revitalization services at 70.47% (\$77,054.72) of the amendment amount.

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

Talbot Tennis, located in Marietta, GA, will provide repair and resurfacing services at 29.53% (\$32,293.00) of the amendment amount.

ATTACHMENTS:

- **#a:** Memo Mays Park Revitalization-Southern Vistas (PDF)
- **#b:** CA#3 Mays Park Revitalization-Southern Vistas (PDF)



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Ms. Shannon Lizewski, Director of Procurement and Contracts/
Purchasing Agent

DATE:

Subject: Recommendation for Approval
CA#3 – Mays Park Revitalization, P205930

The Department of Procurement and Contracts, in coordination with the Columbia Parks & Recreation Department, respectfully requests your review and approval of Contract Amendment No. 3 with Southern Vistas, Inc. to provide funding for additional construction services. The amount requested for Contract Amendment No. 3 is **\$109,347.72**.

The purpose of this contract amendment is to cover damage to the tennis courts caused by Hurricane Helen. Multiple trees fell on the courts, resulting in an expanded project scope. The additional work includes a new fence and associated components, court repairs, posts and nets, playing lines, and accessible connectivity. The courts will continue to offer both tennis and pickleball as originally planned.

If you have any questions or concerns, please do not hesitate to contact our office. If you have questions or concerns, please do not hesitate to contact our office.

Mays Park Revitalization Project

BID033-23-24-LB

Southern Vistas, Inc

March 12, 2025

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Southern Vistas, Inc (Contractor) executed July 18, 2024 (Agreement) to provide funding for repairs to the tennis courts.

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 from August 19, 2024 to February 14, 2025; Purchase Order# P205930):	\$850,000.00
This Contract Amendment #1 (Funding Increase; Purchase Order# P205930):	\$13,261.20
This Contract Amendment #2 (Time Extension from February 15, 2025 to May 09, 2025; Purchase Order# P205930):	\$00.00
Current Contract Amount:	\$863,261.20
This Contract Amendment #3 (Funding Increase; Purchase Order# P205930):	\$109,347.72
Revised Contract Amount:	\$972, 608.92

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

Southern Vistas, Inc

MARK SCHIMMOELLER

Print Name

Mark Schimmoller

Signature

3-17-25

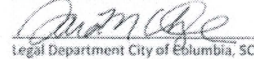
Date

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

3/17/2025

**Southern Vistas, Inc.**

2825 Commerce Dr.
Columbia, SC 29205

Phone: 803-256-0559

Fax: 803-256-0554

E-mail mark@southernvistasinc.com

Estimate

Date	Estimate #
3/5/2025	1579

Name / Address
Mays Park City of Columbia PO Box 147 Columbia, SC 29217

Project			
Tennis Court CO #2			
Description	Qty	Cost	Total
1. Demo of existing tennis court fence, gates, posts and misc debris. Includes hauling and disposal.	1	9,200.00	9,200.00
2. Install new commercial grade black vinyl chain link fence, 5'h & 10'h, as shown on plan with one 8'hx4'w gate and 5'hx4'w gate.	1	49,100.00	49,100.00
3. Pressure wash courts, patch cracks with acrylic modified patch material, patch low areas to minimize ponding, install 2 coats of acrylic resurfacer, provide and install 2 coats of acrylic color finish system in colors to be selected by owner, Paint playing lines per ASBA specs for 2 tennis and 2 pickleball courts, provide and install new tennis net posts and nets leaving courts ready to play.	1	37,166.00	37,166.00
4. Existing block wall (TBD) if anything.		0.00	0.00
5. Additional grading, stripping grass, landscaping and irrigation around courts (TBD).		0.00	0.00
6. Asphalt driveway removal and disposal. Includes concrete walk. SF (OMIT) was \$2.50/SF	3,440		0.00
7. Credit tennis court allowance in original contract.	1	-3,500.00	-3,500.00
8. Add stripping grass and grading for proposed concrete sidewalk and curb. Includes disposal. SF	1,412	0.81	1,143.72
9. Add concrete walk, form, pour and light broom finish walk as per plan. A turn down curb (135 LF) will be formed into the parking lot side for a 6" height at the edge of the parking lot. This will be a monolithic pour with the walkway. SF	1,412	11.50	16,238.00

Contractor Signature _____ Date _____

Customer Signature _____ Date _____

Total

\$109,347.72



MEETING DATE: April 1, 2025

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve a Memorandum of Agreement for Utility Relocation: Lexington County Ripley Station Road Bridge Replacement at Koon Branch, as requested by Columbia Water. Award to Lexington County in the amount of \$183,827.00.

REQUISITION NO.: R195309

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Utility Conflicts (5529999-WM335522-658650 and 5529999-SS756101-658650). The original budget amount is \$183,827.00.

CLEAN WATER 2020?: No

This project is a Design/Build project.

City of Columbia to relocate an estimated 285 linear feet of waterline and encase its sewer main.

ATTACHMENTS:

- **#a:** Memo WM4476-SS7496 Ripley Station (PDF)
- **#b:** City Council Tear Sheet Ripley Station (PDF)
- **#c:** Agreement (PDF)
- **#d:** CONSTRUCTION PLANS (PDF)



CITY OF COLUMBIA
INTER-OFFICE MEMO
ENGINEERING DEPARTMENT

MEETING DATE: March 12, 2025

DEPARTMENT: Engineering

FROM: Dana Higgins, Director of Engineering

SUBJECT: CIP WM4476 / SS7496 Ripley Station Road (L-3588) Bridge over Koon Branch Water & Sewer Main Relocation Project; Lexington County (Water/Sewer Utility Conflicts)

FINANCIAL IMPACT: This work will be funded through the water improvement fund from FY 24/25 CIP WM335522 – Utility Conflicts and FY 24/25 SS756101- Sewer Utility Relocation. The original budgeted amount for this project is \$236,350.00.

ORIGINAL BUDGET: N/A

CLEAN WATER 2020: No

STRATEGIC GOALS: Invest in Infrastructure

Lexington County has determined there are conflicts between the City of Columbia's water and sewer infrastructure and their bridge replacement project, Ripley Station Road Bridge Replacement at Koon Branch. This project is a Design/Build project.

Lexington County is proposing to enter into a utility agreement for this project with the City of Columbia to relocate approximately 285 feet of 8-inch waterline and install approximately 50 linear feet of 32 inch split steel casing around its 18-inch sewer main. The proposed improvements include bridge replacement, storm drainage and paving.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate an estimated 285 linear feet of waterline and encase its sewer main. The City does not have Prior Rights. Lexington County will bear the costs related to relocating sewer main lines impacted by this phase of the project, including, but not limited to, design, engineering, permitting, removal, installation, inspection, materials, and labor costs, up to four (4%) of the original construction bid amount of the project, in accordance with SC Code Section 57-5-880.

Based on the scope of work involved, it is recommended this Agreement be considered for approval. Enclosed you will find Lexington County's Memorandum of Agreement

(COC Legal Department Approved), relocation plans and vicinity map for your review. If approved, the City Managers signature is requested.

The Director of Engineering recommends approval of this Agreement.

ATTACHEMENTS:

See PDF's



Water & Sewer Project

WM4476/SS7496 – Ripley Station Rd over Koon Branch Water & Sewer Relocation Project.

Project Description: This project includes the relocation of approximately 285 LF of 8" Water Main and installation of 50 LF of 32" of split casing around an 18" sewer main along Ripley Station Rd at Koon Branch in Lexington County.

Objectives: This project aims to relocate the 8" water line and encase an 18" sewer line paralleling Ripley Station Rd in support of Lexington County's bridge replacement along Ripley Station Rd at Koon Branch. Ripley Station Bridge Replacement is a Design/ Build project.

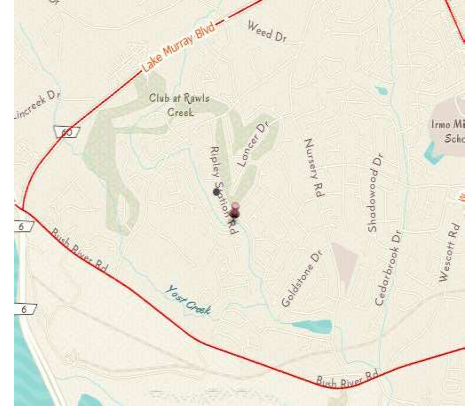
Project Type: Utility Relocation

Council District: Out of City Limits

Project Funding: Lexington County will bear four (4 %) of the original construction bid amount of the project, in accordance with SC Code Section 57-5-880. The City has no Prior Rights. The total project construction cost is \$1,313,065.00. The City share is \$183,827.00.

Current Project Status: This project is currently entering Bid phase. Construction is expected to begin in Summer 2025 and to continue through Winter 2025.

Project Contact: John Hilbert, City of Columbia
Utility Relocation Project Manager
803.545.3283 john.hilbert@columbissc.gov



MOA-

In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
Project ID P1901622

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
Replace Ripley Station Road (L-3588) Bridge over Koon Branch
Water & Sewer Relocation
Lexington County
Project ID P1901622

This Agreement is made this _____ day of _____, 2024 by and between the County of Lexington (hereinafter referred to as “**COUNTY**”) and the City of Columbia (hereinafter referred to as “**UTILITY**”) (collectively “the Parties”) to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **COUNTY** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term “Project” shall refer to **COUNTY**’s Bridge Replacement Project along Ripley Station Road (L-3588) over Rawls Creek in Lexington County.
2. The term “Utility Work” shall refer to an adjustment necessitated by **COUNTY**’s Project of a public water system and/or sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.
3. The term “Substantial Completion” shall mean, for the purposes of this Agreement, the date on which any portion of the new water and sewer facilities are installed, inspected, tested, and placed into service according to plans provided by **UTILITY**.
4. The term “Final Acceptance” shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and sewer facilities has been placed into service, switch-over of services has been completed, old facilities have been disconnected and demolished, record drawings have been submitted by **COUNTY**’s contractor and approved by **UTILITY**, and **COUNTY**’s contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **COUNTY**’s contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor from **UTILITY**’s list of preferred contractors.

Section III - Funding

1. **COUNTY** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, **COUNTY** shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the Project. Should more than one large public water utility or large public sewer utility be required to relocate due to the Project, the total cost share of up to four percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments.
3. **COUNTY** has programmed \$1,313,065 in the **COUNTY** funds for construction of the Project. Four percent of this amount is \$52,523, which is the maximum amount **COUNTY** will contribute to the non-prior rights Utility Work. This amount will be revised to reflect the actual construction bid amount once it is awarded.
4. **UTILITY** estimates the total cost of the Utility Work to be \$236,350, with such costs to be allocated as follows:
 - a. **COUNTY**'s share is estimated at \$52,523. This consists of:
 - i. **Prior Rights** estimated at \$0
 - ii. **Non-Prior Rights** estimated at \$52,523
 - b. **UTILITY**'s share is estimated at \$183,827.
 - c. These estimates will be revised to reflect the actual construction bid amount.
5. In accordance with its procurement practices and procedures, **COUNTY** will solicit bids for the construction of the Project, including the Utility Work, and will award the **COUNTY** contract to the contractor with the lowest qualified bid for the overall work of the Project.
6. **COUNTY** shall notify **UTILITY** in writing within ten business days of Contract Award as to the cost of the Utility Work included in the awarded **COUNTY** contract and provide **UTILITY** with the opportunity to concur in writing within ten business days. If **UTILITY** does not concur with the cost in writing, **COUNTY** will delete the Utility Work from the contract and **UTILITY** will be expected to perform all work necessary to relocate its facilities utilizing its own forces or that of a contractor in a timely manner so as not to affect the progress of the Project. If **UTILITY** elects to perform Utility Work, it must meet **COUNTY**'s Project contract requirements and construction schedule. Failure by **UTILITY** to meet the contract requirements and construction schedule shall result in **UTILITY** having to bear all relocation costs minus prior rights.
7. **COUNTY**'s share identified in 4.a. above shall be the maximum amount payable by **COUNTY** for the Utility Work.
8. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **COUNTY**'s maximum contribution, **COUNTY** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **COUNTY** within 90 days of receipt of the invoice.

Section IV – COUNTY's Responsibilities

1. Include the Utility Work in **COUNTY**'s contract for the construction of the Project.
2. **COUNTY** will provide **COUNTY**'s contractor with all documents provided to **COUNTY** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY**'s Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
4. Provide contractor's pay requests related to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.
5. **COUNTY** will require that the contractor coordinate the sequencing of water line relocation, testing, and placing into service with **UTILITY** to ensure that the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
6. As part of the Construction Contract, **COUNTY** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work those insurance policies required by **UTILITY**. Insurance policies shall name **UTILITY** as an additional insured and copies shall be provided to **UTILITY** by contractor.
7. **UTILITY** will include a requirement in the Specifications for the contractor to warranty the improvements for two years after final acceptance. As part of the Construction Contract, **COUNTY** will require the contractor to include this in their bid. Final acceptance occurs when the new water line has been completely installed, inspected, placed into service as shown in **UTILITY**'s design documents, contractor's submittal of construction details for preparation of record drawings and receipt and approval of record drawings by **UTILITY**.
8. **COUNTY** shall allow **UTILITY** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **COUNTY** giving notice to **UTILITY** of the time and place the materials will be available for inspection. **UTILITY** shall have the right to inspect all recovered materials from the water line and/or sewer line removal (ex.: valves, pipe, etc.).
9. If **UTILITY** elects to retrieve the recovered materials, there will be no cost associated with doing so. **UTILITY** shall be responsible for removal from the inspection site. If **UTILITY** elects to not retrieve the recovered materials, **COUNTY** may sell them for scrap or allow the contractor to do so.
10. **COUNTY** shall provide written approval to **UTILITY** that a constructability review of its relocation plans was completed and approved by **COUNTY** staff.

Section V – **UTILITY**'s Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits shall be reimbursable by **COUNTY** according to the terms of this Agreement.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, and a list of preferred contractors (minimum of 3) to meet **COUNTY**'s letting schedule for the Project. These costs shall be reimbursable by **COUNTY** according to the terms of this Agreement.

MOA-

In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
Project ID P1901622

3. **UTILITY** must meet the bidding and construction schedule established by **COUNTY**. All documents necessary must be provided by **UTILITY** to **COUNTY** at least 90 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **COUNTY** shall notify **UTILITY** of the date by which the documents must be provided.
4. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
5. **UTILITY** shall maintain the right to request a stop work order from **COUNTY** in the event **COUNTY's** contractor or the utility contractor fails to correctly install any portion of the water or sewer lines as outlined in the specifications, standards, and plans submitted by **UTILITY**.

Section VI – General Conditions

1. **COUNTY** shall have final approval on the location of all **UTILITY's** facilities within **COUNTY** right-of-way.
2. All work covered under this agreement and performed by **COUNTY's** contractor shall be performed within **COUNTY** right-of-way or within **UTILITY's** acquired easements, as coordinated, granted by the County and others with and approved by **COUNTY**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with the **UTILITY's** plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance and subject to the expiration of the warranty period shall have sole liability for any claims of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following final acceptance, and subject to the expiration of the warranty period **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that are directly caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **COUNTY** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **COUNTY's** Engineering Staff, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **COUNTY** at **UTILITY's** expense.
8. **UTILITY** shall agree to hold consultations with **COUNTY** as may be necessary with regard to the execution of supplements to this Agreement during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such

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In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
Project ID P1901622

supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

Section VII – Counterparts

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

[Signature blocks on next page]

MOA-

In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
Project ID P1901622

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

CITY OF COLUMBIA

BY: _____

Title: _____

WITNESS

COUNTY OF LEXINGTON

BY: *Lyne Stahl*

County Administrator

Michael J. Smith

WITNESS

APPROVED AS TO FORM

Jessica E. Kimbrell
Legal Department City of Columbia, SC

3/3/2025

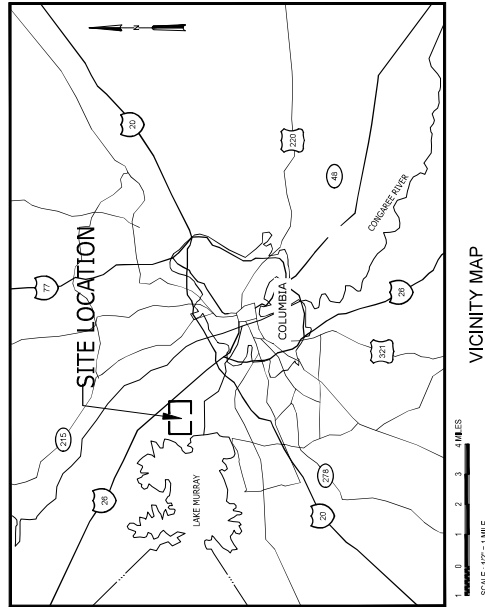
CITY OF COLUMBIA, SOUTH CAROLINA DEPARTMENT OF UTILITIES & ENGINEERING

RIPLEY STATION ROAD WATER MAIN AND SEWER RELOCATION PROJECT

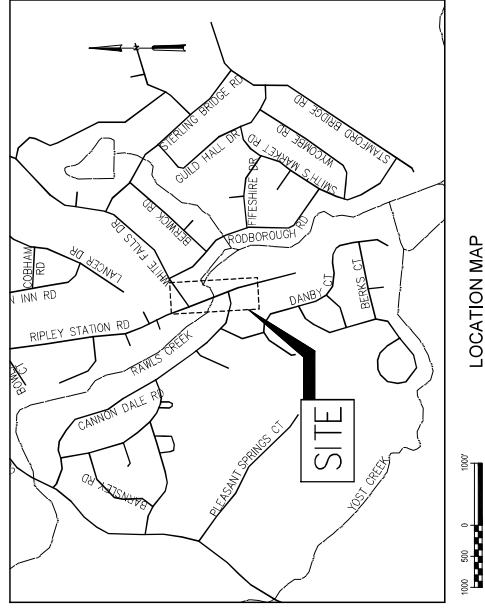
CITY PROJECT NO.: WM4476/SS7496
HAZEN NO.: 31059-039



JANUARY 2021



VICINITY MAP



LOCATION MAP

MAYOR
DANIEL RICKENWANN

CITY MANAGER
TERESA WILSON

COUNCIL MEMBERS
EDWARD H. MCOWELL, JR.
WILL BREMAN
ADITI BUSSELLS
TINA M. HERBERT
PETER M. BROWN
TYLER D. BAILEY

**ASSISTANT CITY MANAGER
OF COLUMBIA WATER**
CLINT E. SHEALY, P.E.

DIRECTOR OF UTILITY OPERATIONS
FRANK ESKRIDGE, P.E.

DIRECTOR OF ENGINEERING
DANA R. HIGGINS, P.E.



Hazen
HAZEN AND SAWYER
1122 LADY STREET, SUITE 1200
COLUMBIA, SOUTH CAROLINA 29201
LICENSE NO. 000638



5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS AND ALL APPLICABLE PERMITS.

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PERMITS, SPECIFICATIONS AND ALL APPLICABLE PERMITS.
2. RECORD DRAWINGS, EXISTING UTILITIES AND STRUCTURES ARE BASED ON FIELD SURVEYS AND RECORD DRAWINGS. THESE DRAWINGS SHALL BE FIELD VERIFICATION. CALL "WATERS TO UTILITY" AT LEAST 72 HOURS PRIOR TO DIGGING FOR LOCATION ASSISTANCE. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND A NUMBER OF PUPS OR NOT. PRIOR TO DIGGING.
3. CONTRACTOR TO LOCATE UTILITIES IN ADVANCE OF THE WORK TO DETERMINE THE MATERIAL, EXIST, SIZE, DEPTH AND LOCATION.
4. WARE DETAINED ON JOB, IS NOT CALLED FOR. PRE DEFLECTION CONTRACTOR SHALL EXCEED A MAXIMUM OF ONE (1) DEGREE PER JOINT.
5. ALL AREAS DELURBED BEFORE INDICATED LIMITS OF EXCAVATION SHALL BE PROTECTED BY FENCING OR CONDITIONS REGARDLESS OF AREA AFFECTED AT NO ADDITIONAL COST TO THE OWNER.
6. WHEN FIELD CUTTING OF PIPE IS NECESSARY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CUTTING IN ACCORDANCE WITH APPLICABLE AASHTO AND ASTM SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD WELDING OR JOINT-CUTTING AS REQUIRED.
7. THE NORMAL TIME OF WORK FOR THE CONTRACT IS LIMITED TO 40 HOURS PER WEEK AND SHALL BE 8:00 A.M. MONDAY THROUGH FRIDAY. THE CONTRACTOR MAY ELECT TO WORK BEFORE THESE HOURS OR ON SATURDAY. WORK ON SATURDAY SHALL BE AT THE CONTRACTOR'S DISCRETION AND WITHOUT ANY ADDITIONAL TRANSPORTATION IMPROVEMENTS (IF OTHERS).

1. NO WORK TO BE PERFORMED PRIOR TO RECEIPT OF NPDES COVERAGE FROM SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL

- [illegible]

IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS. IN ADDITION TO

- [illegible]

10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR

10. LITER, CONSTRUCTION DEBRIS, OILS, FUELS, AND OTHER CONTAMINANTS SHALL BE REMOVED FROM THE LUMBER AND CONSTRUCTION MATERIALS THAT COULD HAVE A NEGATIVE IMPACT, SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER, ON THE ADJACENT WATER BODY. DEBRIS SHALL BE REMOVED FROM A POLLUTANT SOURCE IN A STORM WATER DISCHARGE.
11. A COPY OF THE SWPPP INSPECTIONS RECORDS, AND A SUMMARY OF THE SWPPP, SHALL BE MADE EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS FROM THE DATE THAT FINAL STABILIZATION ACTIVITIES TO THE POINT THAT FINAL STABILIZATION IS REACHED.
12. INITIAL STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE SHALL BE GREATER WHEN THERE IS A TEMPORARILY CLOSED ROAD AND SHALL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PREVENT TOPSOIL.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM FENCES, CHAINS, AND OTHER OBSTACLES. WASH WATERS AND OTHER WASH-WATERS, WASH WATERS, AND WATER TREATED IN A SEDIMENT BASIN, SHALL BE DISCHARGED TO THE ADJACENT WATER BODY OR TO A VALUED OR BETTER TREATED PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EXCAVATIONS, EXCAVATION PILES, EXCAVATION DEWATERING OF FENCES, AND EXCAVATED AREAS. EXCAVATION PILES SHALL BE COVERED WITH AN APPROPRIATE BARRIER (SEDIMENT BASIN, FILTER BAG, ETC.).
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - DISCHARGE OF POLLUTANTS FROM A MASS OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL.
 - DISCHARGE OF POLLUTANTS FROM MUDFOOT AND CLENGRUT.
 - DISCHARGE OF POLLUTANTS FROM RELEASES OF COORDINATES AND OTHER CONSTRUCTION CONTAMINANTS.
 - FUELS, OILS, OR OTHER POLLUTANTS USED IN EQUIPMENT MAINTENANCE, OIL CHANGES, AND MAINTENANCE.
 - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE COMPLETED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
18. IF EXISTING BARS NEED TO BE MOVED OR IF EXISTING BARS ARE DAMAGED, THE BARS MUST BE REPLACED WITHIN 72 HOURS OF THE REQUIREMENTS OF THE PERMIT AND SC'S. THE BARS MUST BE REPLACED WITHIN 72 HOURS OF THE REQUIREMENTS OF THE PERMIT AND SC'S. THE BARS MUST BE REPLACED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS NOT PRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND THE SWPPP MUST BE REVISED TO REFLECT THE SITUATION AS REMEDIATION IS POSSIBLE.
19. THE SWPPP MUST BE REVISED TO REFLECT THE SITUATION FOR EACH CONSTRUCTION SITE WITH AN APPROVED CHAIRMAN SWPPP PRIOR TO THE IMPLEMENTATION OF ANY CHANGES TO THE SWPPP. THE CHAIRMAN MUST BE HELD ON SITE FOR THE CONFERENCE THAT DISTRIB 10 ACHES OR MORE. THE CONFERENCE MUST BE HELD ON SITE UNLESS THE DEPARTMENT HAS A WRITTEN APPROVAL.

DRAWING TITLE

DRAWING NO.	DRAWING TITLE
GENERAL	
G001	COVER SHEET
G002	GENERAL NOTES & INDEX OF DRAWINGS
	ABBREVIATIONS, LEGEND AND SYMBOLS
PLAN AND PROFILE	
C001	STA 0+00 TO STA 2+48
STANDARD DETAILS	
S001	STANDARD DETAILS
S002	EROSION AND SEDIMENTATION CONTROL DETAILS

SEEDING SCHEDULE (NON-WETLAND)

SCHEDULE NO.	COMMON SEED NAME	APPROXIMATE RATE /BUCKET	PLANTING DATES
1 - Sunny	Bermuda Grass, Tullied	25	February - April
	Bermuda Grass, unillied	25	
	Rye Grass, Italian	150	
2 - Sunny	Bermuda Grass, Tullied	25	May - September 15
	Bermuda Grass, unillied	25	
	Mildt Brown Top	25	
3 - Sunny	Bermuda Grass, unillied	60	September 15 - February
	Rye Grass, Italian	150	
4 - Shady	Stairtute carpet grass for Bermuda in 1, 2, and 3	40	All Season
5 - Sheep Slopes	Lupastion, Serices (Gay Sells) Add to 1, 2, 3, and 4	25	All Season
6 - Sheep Slopes	Low grass, weeping (Randy Sells) Add to 1, 2, 3, and 4	25	All Season

NOTES

1. If pH in soil is less than 5.0, add 3,000 LBS/AC lime.
2. Add 500 LBS/AC 10-10-10 fertilizer.
3. Add 3,000 LBS/AC straw mulch.

Application Method	Ground Slope
Broadcast Seeding (Unmulched)	0 - 2%
Broadcast Seeding (Mulched)	2 - 10%
Hydroseeding	Greater than 10%



PROJECT ENGINEER	HAROLD McLEOD
DESIGNED BY	J. JOSEPH / W. CAUGHMAN
DRAWN BY	W. CAUGHMAN / J. CHAPMAN
CHECKED BY	K. BAIR
IF THIS BAR DOES NOT FIT TO FULL SCALE	0 1/2" 1"
10% DESIGN REVIEW	07/02/21 HAZEN
20% DESIGN REVIEW	07/02/21 HAZEN
30% DESIGN REVIEW	07/02/21 HAZEN
40% DESIGN REVIEW	07/02/21 HAZEN
50% DESIGN REVIEW	07/02/21 HAZEN
60% DESIGN REVIEW	07/02/21 HAZEN
70% DESIGN REVIEW	07/02/21 HAZEN
80% DESIGN REVIEW	07/02/21 HAZEN
90% DESIGN REVIEW	07/02/21 HAZEN
100% DESIGN REVIEW	07/02/21 HAZEN

PROJECT ENGINEER	HAROLD McLEOD
DESIGNED BY	J. JOSEPH / W. CAUGHMAN
DRAWN BY	W. CAUGHMAN / J. CHAPMAN
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IF THIS BAR DOES NOT FIT TO FULL SCALE	0 1/2" 1"
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50% DESIGN REVIEW	07/02/21 HAZEN
60% DESIGN REVIEW	07/02/21 HAZEN
70% DESIGN REVIEW	07/02/21 HAZEN
80% DESIGN REVIEW	07/02/21 HAZEN
90% DESIGN REVIEW	07/02/21 HAZEN
100% DESIGN REVIEW	07/02/21 HAZEN



Hazen
HAZEN AND SAWYER
1122 LADY STREET, SUITE 1230
COLUMBIA, SOUTH CAROLINA 29201
LICENSE No. C-000638

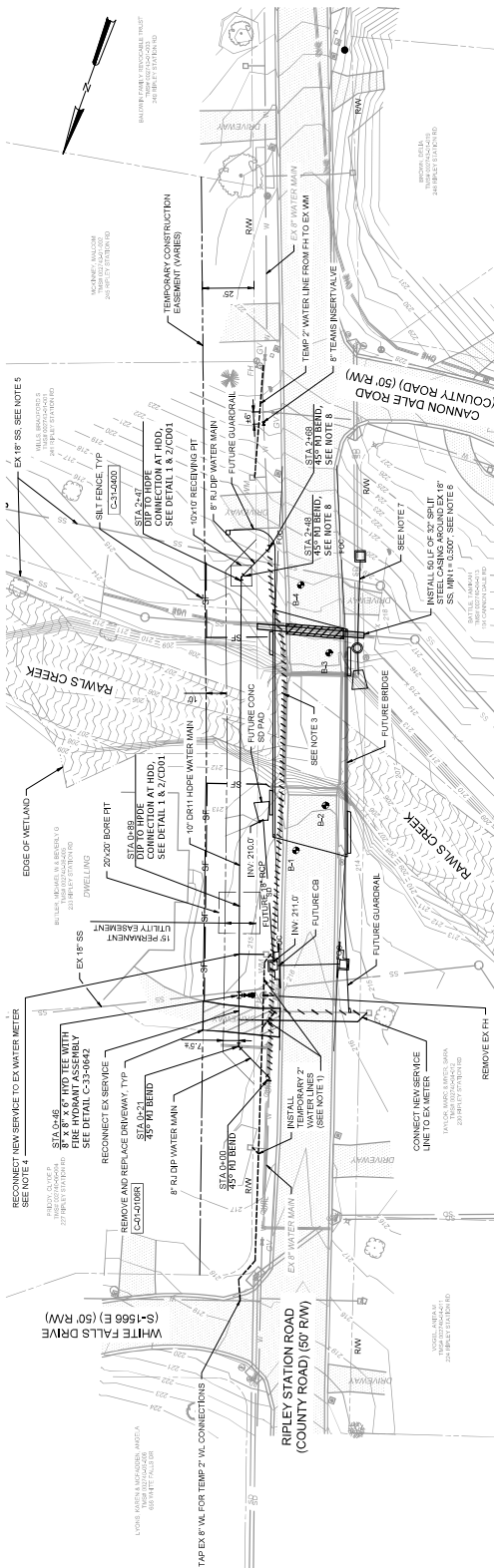

CITY OF COLUMBIA
COLUMBIA, SOUTH CAROLINA
RIPLEY STATION ROAD WATER MAIN AND SEWER RELOCATION PROJECT

GENERAL GENERAL NOTES & INDEX OF DRAWINGS

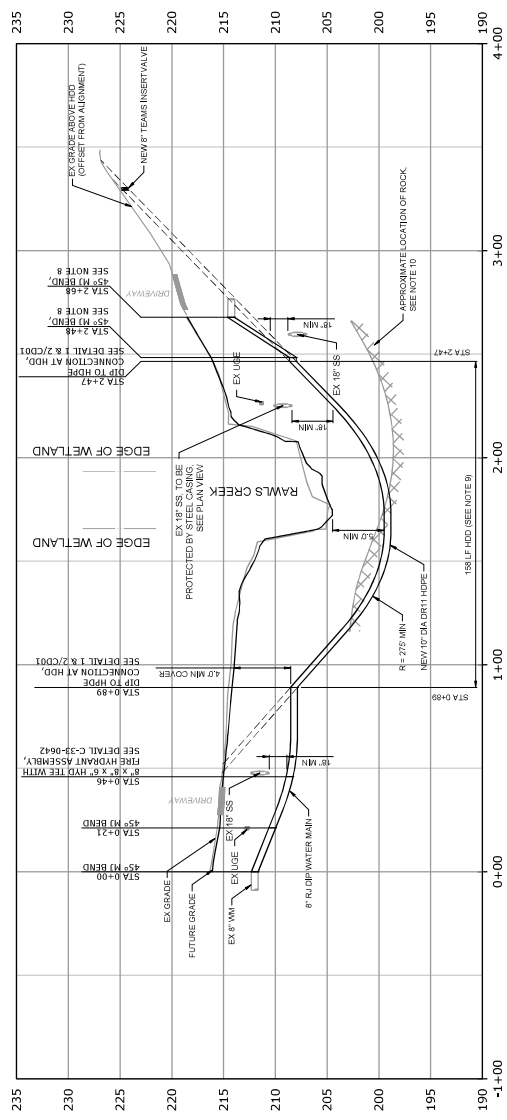
DATE:	JANUARY 2025
HAZEN NO.:	31059-039
CONTRACT NO.:	01
DRAWING NUMBER:	C004

NOTES:

- CONTRACTOR SHALL INSTALL 2" TEMPORARY WATER PIPING TO AFFECTED HOMEOWNERS TO MAINTAIN SERVICE DURING CONSTRUCTION. PIPING TO BE CERT-LINK YELLOW OR APPROVED EQUAL.
- ALL WATER MAIN PIPING SHALL BE RESTRAINED TO PREVENT EXCESSIVE DEFLECTIONS. SHALL BE MECHANICAL JOINT FITTINGS WITH 1100 OR RESTRAINTS (MEGALUG SERIES 1100 OR 1100TUB BY FEMA HIGH SALES).
- PROPERLY DE-WATER, REMOVE, AND DISPOSE EXISTING WATER MAINS. ALL EXISTING MAINS STA 2+48 AFTER INSTALLATION OF NEW WATER MAIN.
- RECONNECT THE NEW SERVICE TO THE EX WATER METER. CONTRACTOR TO VERIFY LOCATION OF EX SERVICES.
- RECONNECT EXISTING WATER MAINS TO EXISTING 8" FLUP WATER MAIN. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN.
- WING WALL DESIGN TO ACCOMMODATE 37' 6" UT WALL ELEVATION D-D OF THE BRIDGE PLANS. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN.
- CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN.
- VERTICALLY ROTATE FITTING AS NECESSARY TO CONNECT PPFG.
- 8" HD TO BE INSTALLED WITH TRACER WIRE.
- SEE SCOOT SOIL TEST BORING LOG FOR RIPLEY STATION ROAD BRIDGE REPLACEMENT PROJECT 7/15/2018.
- CONTRACTOR SHALL REFER TO THE SHEETS FOR ROAD STATIONING AND FOR THE EXISTING 8" FLUP WATER MAIN. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN. CONTRACTOR SHALL BE PERFORMED ON THE EXISTING 8" FLUP WATER MAIN.



PLAN
1" = 30'



PROFILE
1" = 30' V 1" = 30' H

PROJECT ENGINEER HAROLD McLEOD		DESIGNED BY L. JOSEPH / W. CAUGHMAN		DRAWN BY W. CAUGHMAN / L. CHAPMAN		CHECKED BY K. BAIR	
100% DESIGN 2/10/2018 HAZEN	90% DESIGN 2/10/2018 HAZEN	80% DESIGN 2/10/2018 HAZEN	70% DESIGN 2/10/2018 HAZEN	60% DESIGN 2/10/2018 HAZEN	50% DESIGN 2/10/2018 HAZEN	40% DESIGN 2/10/2018 HAZEN	30% DESIGN 2/10/2018 HAZEN
REV	ISSUED FOR	DATE	BY	DATE	BY	DATE	BY

PROJECT
8-INCH WATER MAIN RELOCATION
PLAN AND PROFILE
STA 0+00 TO STA 2+68

CITY OF COLUMBIA
COLUMBIA, SOUTH CAROLINA

**RIPLEY STATION ROAD WATER MAIN AND
SEWER RELOCATION PROJECT**

HAZEN
HAZEN AND SAWYER
1122 LADY STREET, SUITE 1230
COLUMBIA, SOUTH CAROLINA 29201
LICENSE NO. CO-00686

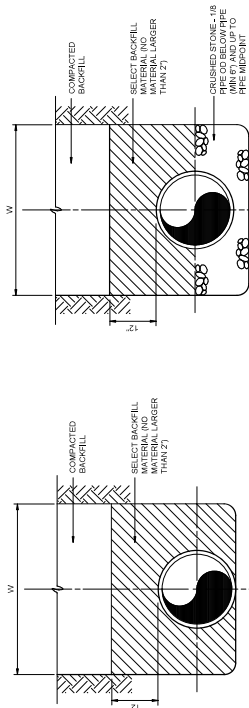
CITY OF COLUMBIA
COLUMBIA, SOUTH CAROLINA

HAZEN
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1122 LADY STREET, SUITE 1230
COLUMBIA, SOUTH CAROLINA 29201
LICENSE NO. CO-00686

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CITY OF COLUMBIA
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COLUMBIA, SOUTH CAROLINA 29201
LICENSE NO. CO-00686



TYPE A
IN EARTH

C-01-0100

TYPE B

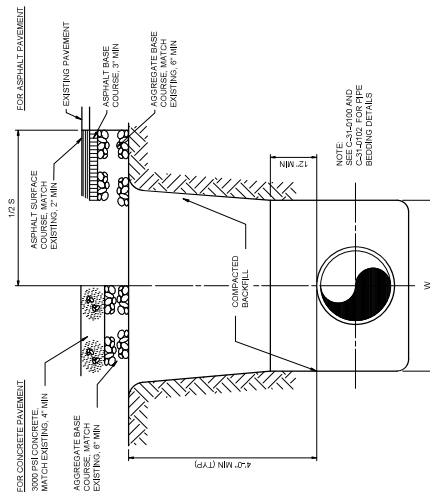
C-01-0102

NOTE: STONE FOR TYPE B SHOULD BE UTILIZED AT THE DISCRETION OF THE OWNER OR ENGINEER BASED ON INSITU SOIL CONDITIONS DURING EXCAVATION. UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE EXCAVATION. THE TRENCH SHOULD BE BACKFILLED WITH STONE AS DETAILED.

TRENCH DIAMETER	W WIDTH OF TRENCH	MIN	MAX	MIN	MAX
4'-0"	3'-0"	2'-0"	3'-0"	2'-0"	3'-0"
6'-0"	5'-0"	3'-0"	5'-0"	3'-0"	5'-0"
8'-0"	7'-0"	4'-0"	7'-0"	4'-0"	7'-0"
10'-0"	9'-0"	5'-0"	9'-0"	5'-0"	9'-0"
12'-0"	11'-0"	6'-0"	11'-0"	6'-0"	11'-0"
14'-0"	13'-0"	7'-0"	13'-0"	7'-0"	13'-0"
16'-0"	15'-0"	8'-0"	15'-0"	8'-0"	15'-0"
18'-0"	17'-0"	9'-0"	17'-0"	9'-0"	17'-0"
20'-0"	19'-0"	10'-0"	19'-0"	10'-0"	19'-0"
22'-0"	21'-0"	11'-0"	21'-0"	11'-0"	21'-0"
24'-0"	23'-0"	12'-0"	23'-0"	12'-0"	23'-0"
26'-0"	25'-0"	13'-0"	25'-0"	13'-0"	25'-0"
28'-0"	27'-0"	14'-0"	27'-0"	14'-0"	27'-0"
30'-0"	29'-0"	15'-0"	29'-0"	15'-0"	29'-0"
32'-0"	31'-0"	16'-0"	31'-0"	16'-0"	31'-0"
34'-0"	33'-0"	17'-0"	33'-0"	17'-0"	33'-0"
36'-0"	35'-0"	18'-0"	35'-0"	18'-0"	35'-0"
38'-0"	37'-0"	19'-0"	37'-0"	19'-0"	37'-0"
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46'-0"	45'-0"	23'-0"	45'-0"	23'-0"	45'-0"
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64'-0"	63'-0"	32'-0"	63'-0"	32'-0"	63'-0"
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72'-0"	71'-0"	36'-0"	71'-0"	36'-0"	71'-0"
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96'-0"	95'-0"	48'-0"	95'-0"	48'-0"	95'-0"
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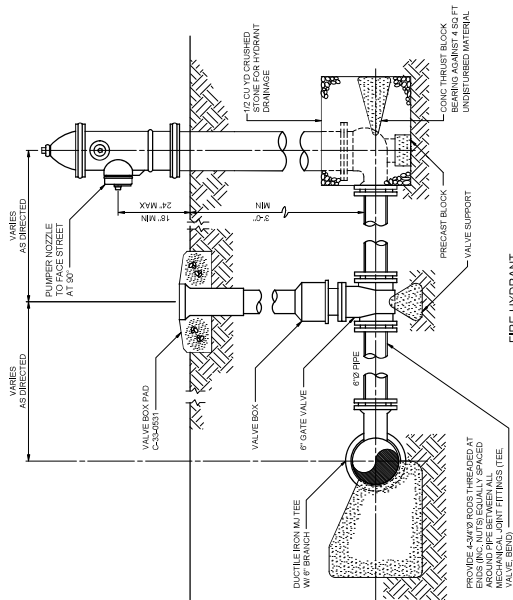
TRENCH EXCAVATION LIMITS

C-01-0107



TYPICAL DRIVEWAY REPAIR

C-01-0106R

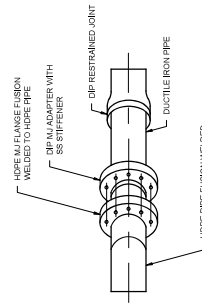


FIRE HYDRANT

C-33-0642

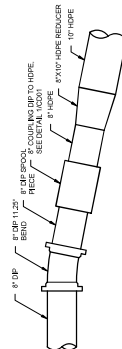
NOTES:

1. REQUIRED AT ALL HOPE CONNECTIONS TO DIP UPSTREAM AND DOWNSTREAM.
2. HOPE PIPES SHALL BE INSTALLED AS SHOWN AND AS REQUIRED BY INDEPENDENT PIPE PRODUCTS OR EQUAL.



NOTES:

1. STONE FOUNDATION RADIUS OF 8\"/>



HOPE THRUST ISOLATION ASSEMBLY

C-01-0108R

DIP TO HOPE CONNECTION AT HDD

C-01-0109R

PROJECT ENGINEER	HAROLD McLEOD
DESIGNED BY	L. JOSEPH / W. CAUGHMAN
DRAWN BY	W. CAUGHMAN / L. CHAPMAN
CHECKED BY	K. BARR
100% DESIGN	2/1/2025
80% DESIGN REVIEW	2/1/2025
30% DESIGN REVIEW	2/1/2025
ISSUED FOR	DATE BY



Columbia Water
CITY OF COLUMBIA
COLUMBIA, SOUTH CAROLINA

RIPLEY STATION ROAD WATER MAIN AND
SEWER RELOCATION PROJECT

DATE	JANUARY 2025
HAZEN NO.	31059-039
CONTRACT NO.	01
DRAWING NUMBER	



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #1 to Purchase Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water on March 4, 2025. Award to Ferguson Waterworks in an amount not to exceed \$108,000.00. The current term of the contract ends June 30, 2025. This contractor is located in Elgin, SC.

REQUISITION NO.: R227902

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution and Maintenance - Pipe, Fittings, Hydrants, etc. (5516203-625700). The current budget amount is \$177,796.19. The budget amount for this amendment is \$108,000.00. The total revised budget amount is \$285,796.19.

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Memo CA#1 Ferguson (PDF)
- **#b:** Signed CA#1 Ferguson (PDF)
- **#c:** FergusonP204521_Workbook (PDF)



Date: 02-25-2025

To: Teresa Wilson, City Manager & City Council

From: David Winburn, Superintendent of Water Distribution & Maintenance
Jeremy Yates, Field Operations Manager

Subject: P204521 PO Modification #1

CC: Clint Shealy, Assistant City Manager
Frank Eskridge, Director of Utilities

This memo is to request your approval on increasing line 1 of P204521 an additional \$108,000.00. P204519 is a materials maintenance contract between Ferguson Waterworks and the City of Columbia Water Distribution & Maintenance. Line 1 is for brass fittings used to install and repair meters and meter water lines.

- The lead time for brass fittings is 20 - 25 weeks.
- The is order is estimated to provide stock 12/01/2025.
- This PO has a one-year contract extension, which will be requested for the new FY.

Respectfully,

A blue ink signature of David Winburn, written in a cursive style.

David Winburn, Superintendent of WDM

A blue ink signature of Jeremy Yates, written in a cursive style.

Jeremy Yates, Field Operations Manager

Contract Amendment #1

Annual Repair Materials for Water Distribution and Maintenance

BID004-24-25-KMB

Ferguson Waterworks

March 11, 2025

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Ferguson Waterworks (Contractor) executed June 26, 2024 (Agreement) to provide funding for brass fittings used to install and repair meters and meter waterlines.

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 from June 26, 2024 to June 30, 2025; Purchase Order# P204521):	\$177,796.19
Current Contract Amount:	\$177,796.19
This Contract Amendment #1 (Funding Increase; Purchase Order# P204521):	\$108,000.00
Revised Contract Amount:	\$285,796.19

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

Ferguson Waterworks

Jimmy Ready

Print Name

[Signature]

Signature

3/17/25

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

3/17/2025

Storeroom Material ID	Manu. Desc./Part#	Qtys	Unit Cost	Extendend Cost	Available Qtys	Available Funding
WA-101/1 CMP CRP	F1000-4-NL P15008-330N	100	\$ 48.52	\$ 4,852.00	-250	\$ (12,130.00)
WA-101/1 CMP CURB STP	B41-454W-NL P25172-330N	100	\$ 68.09	\$ 6,809.00	-250	\$ (17,022.50)
WA-101/1 CMP FEM	C14-44-NL P15451-330N	200	\$ 20.99	\$ 4,198.00	-350	\$ (7,346.50)
WA-101/1 CMP MALE	C84-44-NL P15428-330N	450	\$ 17.42	\$ 7,839.00	-150	\$ (2,613.00)
WA-101/1 CMP UNION	C44-44-NL P15403-330N	200	\$ 20.49	\$ 4,098.00	125	\$ 2,561.25
WA-101/1 IPS FEMALE	C17-44-NL E15454-330N	10	\$ 29.83	\$ 298.30	10	\$ 298.30
WA-101/1 STP	B11-44-NL B20200-330N	125	\$ 81.00	\$ 10,125.00	125	\$ 10,125.00
WA-101/11/14 CMP MALE	C84-55-NL P15428-420N	8	\$ 33.30	\$ 266.40	8	\$ 266.40
WA-101/11/2 CMP FEM	C14-66-NL P15451-500N	10	\$ 61.03	\$ 610.30	-30	\$ (1,830.90)
WA-101/11/2 CMP MALE	C84-66-NL P15428-500N	20	\$ 47.72	\$ 954.40	-30	\$ (1,431.60)
WA-101/11/2 CMP UNION	C44-66-NL P15403-550N	10	\$ 68.57	\$ 685.70	-2	\$ (137.14)
WA-101/11/2 CRP	FB400-6-NL B2996-500N	10	\$ 128.37	\$ 1,283.70	10	\$ 1,283.70
WA-101/11/2 STP	B11-66W-NL B20200-500N	25	\$ 164.00	\$ 4,100.00	-35	\$ (5,740.00)
WA-101/11/4 STP	B11-55-NL B20200-420N	5	\$ 131.00	\$ 655.00	5	\$ 655.00
WA-101/11/4 CMP FEM	PJA4-45 C14-55-NL	5	\$ 38.32	\$ 191.60	5	\$ 191.60
WA-101/11/4X1 UNION	C34-45-NL	5	\$ 35.60	\$ 178.00	5	\$ 178.00
WA-101/2 CMP FEM	C14-77-NL P15451-550N	100	\$ 72.67	\$ 7,267.00	60	\$ 4,360.20
WA-101/2 CMP MALE	C84-77-NL P15428-550N	25	\$ 69.52	\$ 1,738.00	19	\$ 1,320.88
WA-101/2 CRP	FB400-7-NL B2996-550N	25	\$ 218.52	\$ 5,463.00	25	\$ 5,463.00
WA-101/2 IPS FEMALE	C14-77-NL Mueller V15442-550N	10	\$ 99.80	\$ 998.00	10	\$ 998.00
WA-101/2 STP	B11-77W-NL B20200-550N	50	\$ 239.00	\$ 11,950.00	-120	\$ (28,680.00)
WA-101/2 UNION SHORT	C44-77-NL P15403-550N	10	\$ 92.56	\$ 925.60	10	\$ 925.60

Storeroom Material ID	Manu. Desc./Part#	Qtys	Unit Cost	Extendend Cost	Available Qtys	Available Funding
WA-101/3/4 ANG STP	KV13-332W-NL Mueller H14265N-250N	100	\$ 30.54	\$ 3,054.00	100	\$ 3,054.00
WA-101/3/4 CMP CRP	F1000-3-NL P15008-250N	100	\$ 32.08	\$ 3,208.00	25	\$ 802.00
WA-101/3/4 CMP CURB STP	B41-344W-NL P25172-250N	300	\$ 38.21	\$ 11,463.00	-475	\$ (18,149.75)
WA-101/3/4 CMP FEM	C14-33-NL P15451-250N	400	\$ 15.47	\$ 6,188.00	-700	\$ (10,829.00)
WA-101/3/4 CMP MALE	C84-33-NL P15428-250N	1,300	\$ 14.71	\$ 19,123.00	200	\$ 2,942.00
WA-101/3/4 CMP UNION	C44-33-NL P15403-250N	100	\$ 17.91	\$ 1,791.00	-125	\$ (2,238.75)
WA-101/3/4 STP	B11-33W-NL B20200-250N	200	\$ 53.00	\$ 10,600.00	-125	\$ (6,625.00)
WA-101/3/4 SWIVEL CURB STP	B43-232W-NL MUELLER P24350R-250N	5	\$ 44.19	\$ 220.95	5	\$ 220.95
WA-101/3/4x1 CMP MALE	C84-34-NL	50	\$ 16.29	\$ 814.50	0	\$ -
WA-187/1X10	V44-10W-NL B24118-R2A-N 1X10	10	\$ 168.15	\$ 1,681.50	10	\$ 1,681.50
WA-187/3/4X12	VBHH42-12W-NL B24118-R2A-12N 5/8X3/4X12	10	\$ 160.71	\$ 1,607.10	10	\$ 1,607.10
WA-187/3/4X15	VBHH42-15W-NL B24118-R2A-15N 5/8X3/4X15	10	\$ 164.59	\$ 1,645.90	10	\$ 1,645.90
WA-187/3/4X4 OFFSET	RETRO-2VBVHH-NL B2446-R2A-4N 5/8X3/4XOFFSET	10	\$ 163.97	\$ 1,639.70	10	\$ 1,639.70
WA-187/3/4X7	VBHH42-7W-NL B24118-R2A-7N 5/8X3/4X7 YOKE	10	\$ 156.48	\$ 1,564.80	10	\$ 1,564.80
WA-187/3/4X9	VBHH42-12W-NL B24118-R2A-9N 5/8X3/4X9	10	\$ 157.58	\$ 1,575.80	10	\$ 1,575.80
37				\$ 141,663.25		\$ (69,413.46)
				\$ 152,996.31		\$ (74,966.54)

A \$108,000 increase will leave us ~\$33,000 for any additional needs that may arise throughout the remainder of this fiscal year.



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Construction Contract for Project WM4825; 6" Water Main along McDonald Street, as requested by Columbia Water on March 5, 2025. Award to Carolina Tap and Bore, Inc., in an amount not to exceed \$464,278.50, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date ninety (90) days from commencement. This firm is located in West Columbia, SC.

REQUISITION NO.: R233121

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Project - 6" Water Main along McDonald Street - Capital Project Costs (5529999-WM482501-658650). The original budget amount is \$464,278.50.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:
 This is a Mentor Protégé Program project. Carolina Tap and Bore, Inc. is the mentor and will be performing project management services at 57.80% (\$223,612.66) of the total contract amount.
 LG Utility Contractors, Inc., a Minority Business Enterprise (W), located in Lugoff, SC, is the protégé and will be performing installation services at 20.00% (\$77,379.75) of the total contract amount.
 The following subcontractor will provide additional services:
 STAlone Waterworks, located in Columbia, SC, will be providing materials at 22.20% (\$85,906.34) of the total contract amount.

There were seven (7) responses to RFQu009-23-24-KDD Waterline Construction Projects.

Base Amount	\$386,898.75
Contingency	\$77,379.75
Total Amount	\$464,278.50

ATTACHMENTS:

- **#a:** Memo to Council WM4825(PDF)
- **#b:** City Council Tear Sheet WM4825 (PDF)
- **#c:** Final Contract Carolina Tap and Bore WM4825 (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water

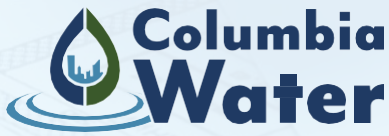
DATE: April 1, 2025

Subject: Recommendation for Approval
6in Water Main along McDonald St from McFadden St to Germany St - Construction Contract

Columbia Water respectfully requests your review and approval of the contract for a new 6in Water Main along McDonald St from McFadden St to Germany St to provide funding for construction. The contract will be awarded to Carolina Tap and Bore in an amount not to exceed \$464,278.50. The company is located in West Columbia, SC.

The project will include constructing approximately 1,476 LF of water main, renewing services, installing a fire hydrant, and abandoning portions of the existing system to address water quality and low pressure issues along McDonald St and Germany St. Construction is expected to be complete by spring 2025.

If you have any questions or concerns, please do not hesitate to contact our office.



Water Project

WM4825 –6in Water Main along McDonald St from McFadden St to Germany St

Project Description: This project includes the replacement of 1,476 ft of water main and the renewal of 13 water services along McDonald St and Germany St. Fire protection will also be added in areas without access.

Objectives: This project aims to provide reliable water service and fire protection to the residents along McDonald St and Germany St. The current infrastructure is failing due to old age. This has led to repeated service line repairs and many customer complaints.

Project Type: Water Quality

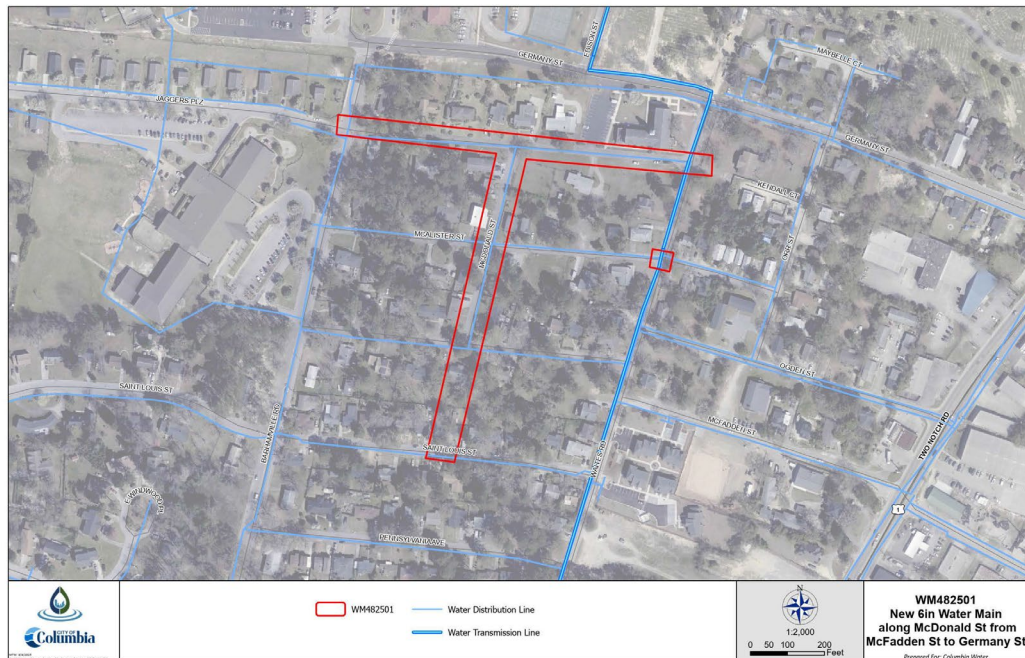
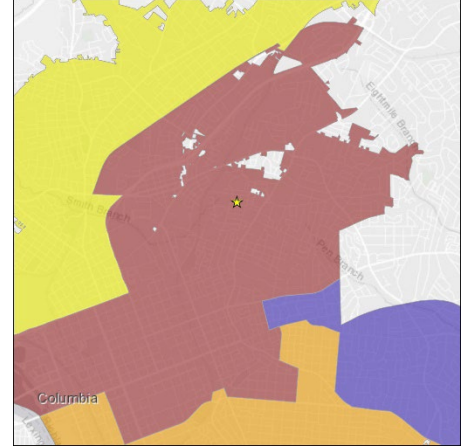
Council District: 2

Project Funding: This project is being funded through the City's CIP Program. The total project construction cost with contingency is \$464,278.50.

Construction Schedule: Construction is expected to begin in Spring 2025 and to continue through Summer 2025

Project Contact: Bennie Gable, City of Columbia
Engineering Specialist
803.545.4897 bennie.gable@columbiasc.gov

Richard Young, Carolina Tap and Bore
Contractor
803.600.5363 RYoung@carolinatapandbore.com



CONTRACT

City of Columbia, South Carolina

CIP # WM4825

Name of Project: 6in Water Main along McDonald St

Bid # RFQu-009-23-24-KDD

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Carolina Tap and Bore** with legal address and principal place of business at **2430 Morningside Dr., West Columbia, SC 29169**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **Sixty (60)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **Thirty (30)** consecutive calendar days to final completion for a total construction time of **Ninety (90)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP). There will be an additional **one hundred eighty (180)** consecutive calendar days added after the construction period for contract closeout such as providing as built drawings, testing, invoicing, etc.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Three Hundred Eighty-Six Thousand, Eight Hundred Ninety-Eight Dollars and Seventy-Five cents (\$386,898.75)**. This Contract also provides for an additional contingency in the amount of **Seventy-Seven Thousand, Three Hundred Seventy-Nine Dollars and Seventy-Five Cents (\$77,379.75)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 RFQu009-23-24-KDD

9.2.2. Invitation For Bid.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract and Exhibits.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications

9.2.7 Exhibit MPP Implementation Plan

9.2.8 Exhibit BIR for Subcontractors

9.2.9 Drawings, numbered 1 through 7, inclusive and dated **8/21/2024**.

9.2.10 Addenda numbers 1 to 1, inclusive.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work

outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

2430 Morningside Dr
W. Columbia, SC

Date:

3/18/25

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

3/17/2024

Attest

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date:

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



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 02/21/2025 Mentor Amount: \$309,519.00
Project Name: New 6" Water Main along McDonald St Mentor % of Total Contract: 80.0%
Project #: WM4825 Protégé Amount: \$77,379.75
Mentor: Carolina Tap & Bore, Inc. Protégé % of Total Contract: 20.0%
Protégé: LG Utility Contractors, Inc. Duration of the Project: Per City Spec
Total Project Contract Amount: \$386,898.75

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

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

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

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles and informal teaming arrangements.

Both parties will provide manpower, equipment and purchase materials. The work will be segmented in a way that the Mentor will be completely responsible for the installation of pipe in certain areas of the project. This will be the same for the Protégé. The Protégé will be responsible for their portion of pipe installation. Traffic control items will be provided by the Mentor and used by both the Mentor and Protégé.

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

Obtaining a project from The City of Columbia (The City) allows the Mentor and Protégé to work together in a real world scenario. The Protégé's personnel will have the opportunity to work with The City's inspectors to gain experience on what is expected from The City's perspective. The Protégé's personnel will also gain knowledge and experience working along side of the Mentor's personnel who are well seasoned in the requirements of this project.



CITY OF COLUMBIA

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

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

The Mentor and Protégé teams will hold periodic meetings during the life of the project. During these meeting various aspects of the project will be discussed, such as identification of unforeseen issues and what process plan will be implemented to resolve these issues. Other items that will be discussed on a continued basis is: the personnel demands needed on the various portions of the project; the scheduling of equipment as the needs arise; and the establishment of milestone that need to be met in the timeline required.

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:

The Mentor will provide a superintendent who is experienced in manpower demands, equipment requirements and materials needed for pipe installation.

Protégé:

The Protégé will provide the actual equipment and work force needed to complete 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?

Special Arrangements:

None



CITY OF COLUMBIA

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

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

a. Description of Mentor's responsibilities on project:

As mentioned above in Item: #4 - The Mentor will provide a superintendent who is experienced in manpower demands, equipment requirements and materials needed for pipe installation. The Superintendent will evaluate the project on a continuous bases providing the Protégé guidance on what they will need for equipment, labor and materials.

b. Description of Protégé responsibilities on project:

The Protégé will position equipment and personnel to properly install materials as needed.

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

The Team will be responsible for evaluating what the needs are from a labor and materials perspective. Then, the Protégé will implement those plans under the supervision of the Superintendent. The Team will work together for the life of the project working on planning and logistics, implementation and finally proper billing of the project.

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

The expected duration of the project is 45 days . The anticipation is that the Protégé will be utilized during the life of the project.

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

Meetings will be divided into weekly meetings and daily meetings. Weekly meetings will be scheduled for the first day of the week, Monday. During these meeting items for discussion will range from logistics, unforeseen issues, manpower demands and equipment demands. During the daily meetings (Tail Gate Meetings), items to be discussed will be ongoing worksite issues such as a focused look at logistics and manpower for the work expected for the day.

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

Payments from Mentor to Protégé will mirror the payment schedule defined by The City for the project.



CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Carolina Tap & Bore, Inc. (Mentor Firm) this 21 day of February 2025.
Corporate SEAL

By: [Signature]

Title: President

Firm Name: Carlina Tap & Bore, Inc.

ATTEST: [Signature]

By: [Signature]

Title: Controller

EXECUTED by LG Utility Contractors, Inc. (Protégé Firm) this 21 day of February 2025.
Corporate SEAL

By: [Signature]

Title: President

Firm Name: LG Utility Contractors, Inc.

ATTEST: [Signature]

By: Josh Goddard

Title: Superintendent

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 20th day of March 2025.

By: LaTonya B Germany

Title: Program Compliance Specialist

Exhibit

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
LG Utility Contractors Inc.	V01645	Services	\$77,379.75	20.0 %	WBE, CDBE	
STAlone Waterworks	V017998	Materials	\$85,906.34	22.2 %		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$ 163,286.09

TOTAL CONTRACT AMOUNT: \$ 386,898.75

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

Business Name: Carolina Tap & Bore, Inc.

Representative Name/Title: Richard Young, President // Signature: 

Date: 03/10/2025

Business Information for Subconsultants/Subcontractors - continued

List information for each Subcontractor or Subconsultant below.

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

LG Utility Contractors Inc.

Company Name

1410 Brevard Rd

Physical Address

1410 Brevard Rd

Mailing Address

Lugoff, SC 29078

City/State Zip Code + 4

803 309-4998

Phone number

() N/A

Fax number

Susan B. Leitner

Primary Contact Name

Secondary Contact Name

susan@lgutilitycontractors.com

Primary Contact Email Address

Secondary Contact Email Address

V01645

Federal ID #

Vendor #

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

STALine Waterworks

Company Name

3020 Bluff Road

Physical Address

3020 Bluff Road

Mailing Address

Columbia, SC 29209

City/State Zip Code + 4

803 797-0500

Phone number

() N/A

Fax number

Jason Rapp

Primary Contact Name

Secondary Contact Name

jason.rapp@staline.com

Primary Contact Email Address

Secondary Contact Email Address

V017998

Federal ID #

Vendor #



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Project WM4820; Advanced Metering Infrastructure (AMI) Installations for Water Districts 2, 4, and 5 - Phase 4, as requested by Columbia Water on November 11, 2024. Award to Lake Murray Utility Company, Inc., in an amount not to exceed \$723,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 365 days from commencement. This firm is located in Chapin, SC.

REQUISITION NO.: R231910

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - AMI Phase 4 Installations - Capital Project Costs (5529999-WM482001-658650). The original budget amount is \$723,000.00.

CLEAN WATER 2020?: No

There were three (3) responsive and responsible bids for this project under BID026-24-25-WDL.

The construction time allocated for this project is three hundred sixty-five (365) consecutive calendar days.

Base Bid	\$602,500.00
Contingency (20%)	\$120,500.00
Total	\$723,000.00

ATTACHMENTS:

- **#a:** Tear Sheet WM4820 (PDF)
- **#b:** Final Contract WM4820 (PDF)
- **#c:** Official Bid Tabulation WM4820 (PDF)

Action Item (ID # 9987)

Meeting of April 1, 2025

- #e: BIR LMU WM4820 (PDF)

WM4819 and WM4820 AMI Phase 4 Installations Water Districts 1-5

Project Description: Project WM4819 and WM4820 includes the continued replacement of old Analog Meters in our Water System with New AMI Meters throughout Water Districts 1 -5.

Objectives: Replacement of approximately 1,100 Meters of the approximately 4,000 Analog Meters remaining to be replaced throughout Water Districts 1-5.

Project Type: Water System Meter Upgrades

Council District: Council District 1-5

Project Funding: This project is being funded through the City's Water CIP as follows:
WM4819 Total Project Amount of \$861,000.00 (Includes \$143,500.00 in Contingency)
WM4820 Total Project Amount of \$723,000.00 (Includes \$120,500.00 in Contingency)
Bids were received on February 25, 2025. Construction could begin in April 2025.

**Current
Project Status:**

Project Contact: Kip Huggins
Project Manager (Water Maintenance)
803.876.4944 | david.winburn@columbiasc.gov

Contract

City of Columbia, South Carolina

AMI Phase 4 Installations Water Districts 2, 4 & 5 WM4820

BID026-24-25-WDL

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

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **Three Hundred Sixty Five (365)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Six Hundred Two Thousand Five Hundred Dollars and Zero Cents (\$602,500.00)**. This Contract also provides for an additional contingency in the amount of **One Hundred Twenty Thousand Five Hundred Dollars and Zero Cents (\$120,500.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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

ARTICLE 8. ASSURANCE.

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

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

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems

necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Bidder's Response including Bid Form.

9.2.3 This Contract.

9.2.4 Performance Bond.

9.2.5 Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Specifications.

9.2.8 Any modifications, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this

clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM


Legal Department City of Columbia, SC

3/17/2025

Attest

Address for giving notices:

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

Date:

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

Event Number
Event Title
Event Description
Event Type
Issue Date
Close Date

BID026-24-25-WDL
AMI Phase 4 Installations FY 2024/2025 WM
There will be no Pre-Bid meeting for this soli
IFBs
2/6/2025 02:45:02 PM (ET)
2/25/2025 02:00:00 PM (ET)

City of Columbia, SC
Purchasing
DES LATHAM
Des.latham@columbiasc.gov
Official Tabulation

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Lake Murray Utility Company, Inc.	Chapin	SC	2/25/2025 11:19:00 AM (ET)	1	\$602,500.00
Smoak Construction	Little Mountain	SC	2/23/2025 08:35:57 PM (ET)	1	\$831,500.00
G H Smith Construction, Inc	Columbia	SC	2/25/2025 09:56:41 AM (ET)	1	\$1,162,500.00

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

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: Lake Murray Utility Company, Inc.
 Representative Name/Title: Cheryl K. Gooch
 Date: 2-25-25

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 _____

() _____ () _____
Phone number Fax number

Primary Contact Name _____ Secondary Contact Name _____

Primary Contact Email Address _____ Secondary Contact Email Address _____

Sam.gov UEID # _____ Vendor # _____

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

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code _____

() _____ () _____
Phone number Fax number

Primary Contact Name _____ Secondary Contact Name _____

Primary Contact Email Address _____ Secondary Contact Email Address _____

Sam.gov UEID # _____ Vendor # _____



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Project WM4819; Advanced Metering Infrastructure (AMI) Installations for Water Districts 1 and 3 - Phase 4, as requested by Columbia Water on November 11, 2024. Award to Lake Murray Utility Company, Inc., in an amount not to exceed \$861,000.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date 365 days from commencement. This firm is located in Chapin, SC.

REQUISITION NO.: R231909

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - AMI Phase 4 Installations - Capital Project Costs (5529999-WM481901-658650). The original budget amount is \$861,000.00.

CLEAN WATER 2020?: No

There were three (3) responsive and responsible bids for this project under BID027-24-25-WDL.

The construction time allocated for this project is three hundred sixty-five (365) consecutive calendar days.

Base Bid	\$717,500.00
Contingency (20%)	\$143,500.00
Total	\$861,000.00

ATTACHMENTS:

- **#a:** Tear Sheet WM4819 (PDF)
- **#b:** Final Contract WM4819 (PDF)
- **#c:** Official.BidTabulation.WM4819 (PDF)
- **#e:** BIR Form WM4819 (PDF)

WM4819 and WM4820 AMI Phase 4 Installations Water Districts 1-5

Project Description: Project WM4819 and WM4820 includes the continued replacement of old Analog Meters in our Water System with New AMI Meters throughout Water Districts 1 -5.

Objectives: Replacement of approximately 1,100 Meters of the approximately 4,000 Analog Meters remining to be replaced throughout Water Districts 1-5.

Project Type: Water System Meter Upgrades

Council District: Council District 1-5

Project Funding: This project is being funded through the City's Water CIP as follows:
WM4819 Total Project Amount of \$861,000.00 (Includes \$143,500.00 in Contingency)
WM4820 Total Project Amount of \$723,000.00 (Includes \$120,500.00 in Contingency)
Bids were received on February 25, 2025. Construction could begin in April 2025.

**Current
Project Status:**

Project Contact: Kip Huggins
Project Manager (Water Maintenance)
803.876.4944 | david.winburn@columbiasc.gov

Contract

City of Columbia, South Carolina

AMI Phase 4 Installations Water Districts 1 & 3 WM4819

BID027-24-25-WDL

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

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **Three Hundred Sixty-Five (365)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Seven Hundred Seventeen Thousand, Five Hundred Dollars and Zero Cents (\$717,500.00)**. This Contract also provides for an additional contingency in the amount of **One Hundred Forty-Three Thousand, Five Hundred Dollars and Zero Cents (\$143,500.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Bidder's Response including Bid Form.

9.2.3 This Contract.

9.2.4 Performance Bond.

9.2.5 Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Specifications.

9.2.8 Any modifications, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION.

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

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

APPROVED AS TO FORM


Legal Department City of Columbia, SC

3/17/2025

Attest

Address for giving notices:

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

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

Event Number	BID027-24-25-WDL	Organization	City of Columbia, SC
Event Title	AMI Phase 4 Installations FY 2024/2025 W	Workgroup	Purchasing
Event Description	There will be no Pre-Bid meeting for this so	Event Owner	DES LATHAM
Event Type	IFBs	Email	Des@columbiasc.gov
Issue Date	2/6/2025 03:15:02 PM (ET)	Phone	
Close Date	2/26/2025 02:00:00 PM (ET)	Fax	Official Bid Tabulation

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Lake Murray Utility Company, Ir Chapin		SC	2/26/2025 11:08:52 AM (ET)	1	\$717,500.00
Smoak Construction	Little Mountain	SC	2/23/2025 08:29:01 PM (ET)	1	\$831,500.00
G H Smith Construction, Inc	Columbia	SC	2/26/2025 10:00:27 AM (ET)	1	\$985,000.00

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

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) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: Lake Murray Utility Company, Inc.

Representative Name/Title: Cheryl K. Gootee / office manager

Date: 2-26-25

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 _____

() _____
Phone number

() _____
Fax number

Primary Contact Name _____

Secondary Contact Name _____

Primary Contact Email Address _____

Secondary Contact Email Address _____

Sam.gov UEID # _____

Vendor # _____

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

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code _____

() _____
Phone number

() _____
Fax number

Primary Contact Name _____

Secondary Contact Name _____

Primary Contact Email Address _____

Secondary Contact Email Address _____

Sam.gov UEID # _____

Vendor # _____



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SR8061; Assembly Street Phase II Design Through Construction Services, as requested by Columbia Water on April 11, 2024. Award to Holt Consulting Company, LLC, in an amount not to exceed \$1,267,203.25. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date nineteen (19) months from commencement and the option to renew for two (2) additional one (1) year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R227617

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Streetscaping Control - Assembly Street Corridor - Capital Project Costs (4139999-CP002003-658650). The original budget amount is \$1,267,203.25.

CLEAN WATER 2020?: No

PURPOSE:

Holt Consulting Company, LLC is the prime and will be providing project management/oversight, field survey, National Environmental Policy Act (NEPA) environmental documentation, right of way plan development, final roadway construction documents, pavement marking and signing plans, final bid documents, and construction administration services at 59.33% (\$751,808.25) of the total contract amount.

The following subconsultants will also provide services:

AECOM Technical Services, Inc., located in Columbia, SC, will provide lighting design services at 2.21% (\$28,000.00) of the total contract amount.

Blake Environmental Solutions, LLC, a Minority Business Enterprise (W),

located in Columbia, SC, will provide public outreach and wayfinding services at 8.94% (\$113,250.00) of the total contract amount.

F&ME Consultants, Inc., located in Columbia, SC, will provide geotechnical investigation services at 2.60% (\$33,000.00) of the total contract amount.

Grimbal-Cotterill, LLC, located in Columbia, SC, will provide landscape architecture services at 3.02% (\$38,250.00) of the total contract amount.

Infrastructure Systems Management, LLC, a Minority Business Enterprise, located in Augusta, GA, will provide traffic control services at 8.88% (\$112,600.00) of the total contract amount.

Johnson, Mirmiran, and Thompson, Inc., located in Columbia, SC, will provide survey, subsurface utility engineering (SUE), and utility coordination services at 15.02% (\$190,295.00) of the total contract amount.

There were three (3) responses to RFP013-24-25-KDD-LPA Assembly Street Phase II Design Through Construction Services

ATTACHMENTS:

- **#a:** Memo.MT9981.AssemblySt.HoltContract (PDF)
- **#b:** Final.Contract.HoltConsulting.RFP013-23-24-KDD-LPA (PDF)
- **#c:** TearSheet.AssemblyStreet.RFP013-23-24-KDD (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager

DATE: April 1, 2025

Subject: Recommendation for Approval
Assembly Street Phase 2 – Professional Services Design through
Construction Contract

The Department of Engineering respectfully requests your review and approval of the contract for professional services for design through construction of the Assembly Street Phase 2 project. This contract will be awarded to Holt Consultant Company LLC in the amount of \$1,267,203.25. This company is located in Columbia, SC.

This project features pedestrian safety, ADA compliance, and enhancements along the Assembly Street corridor from Pendleton Street to Lady Street. In addition to the enhancements, the project will evaluate undergrounding of utilities and installation of traffic signal poles and mast arms throughout the project corridor. This is a continuation of the Assembly Street Phase I project, which spanned from Blossom Street to Pendleton Street.

This is a Local Public Agency (LPA) project funded through a grant administered by SCDOT. Currently the anticipated total cost of construction and design and construction consulting services is approximately \$16 Million. The current total secured budget is \$13 Million. This includes \$609,000 secured from the Richland County Transportation Committee (CTC). The remaining secured funding is \$12,400,000, coming from SCDOT's GuideShare program. A pending request has been submitted to the State for the remaining funding in the amount of \$3,000,000. Options will be considered to proceed with selected blocks of these improvements if the full project funding cannot be secured.

The design process is expected to conclude late 2026 with construction beginning Spring 2027.

If you have any questions or concerns, please do not hesitate to contact our office.



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFP013-23-24-KDD-LPA Assembly Street Phase II Design Through Construction Services.

1. **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 Holt Consulting Company, LLC, (hereinafter referred to as the “Engineer,”), to provide design through construction services for the City of Columbia, SC.

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

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

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of nineteen (19) months, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

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. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Contract 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 Engineer under this Contract shall not exceed One Million, Two Hundred Sixty-Seven Thousand, Two Hundred Three Dollars and 25/100 (\$1,267,203.25).

- B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero-balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoicing Procedure
 Failure of the Engineer to follow these invoice requirements will result in the delay of payment of the invoice.
- D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)
1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
 3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
 4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineers sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
 6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Engineer debarment.

E. Affirmative Action Procurement and Contracting Goals:

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. <https://obo.columbiasc.gov/>

The Consultant must adhere to **Federal Regulations 2CFR 200.321** and take the following affirmative steps to ensure that Small and Minority Businesses, Women-Owned Businesses and Labor Surplus Area firms are utilized to the fullest extent possible:

2 CFR 200.321 - Procurement and Affirmative Action - Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms

Organizations must take the following affirmative steps to ensure these firms are used when possible:

1. Place qualified small, minority, and woman-owned business on solicitation lists;
2. Assure that such businesses are solicited when they are potential sources;
3. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permit, which encourage such business to respond;
5. Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and
6. Require prime contractors to take the same affirmative steps.

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

The Engineer must comply with the affirmative action terms and conditions as outlined herein. The Engineer, shall in the performance of the Contract, 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 Contract, the subcontracting goals are as follows:

SBE Goals	<u>2.00</u>	%
MBE	<u>6.00</u>	%
WBE	<u>6.00</u>	%
LSA	<u>N/A</u>	%

The Engineer will ensure Subconsultant performance during the period of performance, and

optional periods as applicable. Achievement of these goals are expected during the life of the Contract, including any extensions thereof.

7. INDEMNIFICATION & INSURANCE

- A. The Engineer shall procure and shall maintain during the life of this Contract, 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 Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

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

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

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

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

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

- B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, 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 Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Engineer, its Subconsultants, officers, agents and employees of any of the obligations under the Contract.

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 Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. 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 Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Contract. The Engineer shall be responsible for any costs relating to same.
- B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineer s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.
- C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Engineer shall procure a City of Columbia business license while performing services under this Contract.

9. **DUTIES UPON TERMINATION** – At termination of this Contract, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Contract or as the City may deem necessary to perform the required services by the City or the Engineers successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
10. **INTEREST OF ENGINEER** – The Engineer covenants that Engineer presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City. The Engineer further covenants that in the performance of this Contract no person having such interest shall be employed.

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

11. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:

- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. **Cause** - The Engineer fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. **Force Majeure;**
- D. **Convenience** - The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Offeror/Respondent with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Offeror/Respondent is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Offeror/Respondent shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Offeror/Respondent shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Offeror/Respondent. In no event shall the Offeror/Respondent be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Offeror/Respondent be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.;
- E. Upon expiration of the term of this Contract; and
- F. **By mutual Contract.**
 Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

Holt Consulting Company, LLC

Name: Zack Haney, PE
 Title: Project Manager
 Address: 2801 Devine Street, Suite 201
 Columbia, SC 29205
 Phone: (803) 622-7209
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17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Contract. The Engineer does not act as the City's agent or employee.
- C. The Engineer will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.
 The Engineer shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Contract, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

- F. This Contract represents the entire Contract between the City and the Engineer and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
 The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Engineer.
- G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this 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 this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Engineer shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Engineer shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related

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

18. FEDERAL TERMS AND CONDITIONS – In carrying out this contract, the Architect/Engineer shall comply with all applicable Federal Terms and Conditions per attached Exhibit – *Federal Guidelines for Contracting and Fair Labor Standards*.

19. SCDOT PROVISIONS - SCDOT Provisions require the contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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Holt Consulting Company, LLC
 Assembly Street Phase II Design Through Construction Services

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 1/16/2025	

HOLT CONSULTING COMPANY, LLC

Paul A. Holt/Principal		3/12/25
Print: Name/Title	Signature	Date:

(Corporate Seal)

Attest



	3/12/25
Signature	Date:

List of Exhibits

Exhibit A – Scope of services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT E – Federal Guidelines for Contracting and Fair Labor Standards

EXHIBIT A - SCOPE OF SERVICES
CIP # SR8061
Assembly Street Pedestrian Safety and Enhancement Project
Columbia, South Carolina

The services performed as a part of this Scope of Service include providing technical consulting support and professional services to the City of Columbia (**CITY**) for the continuation of work previously completed under a separate contract which included preliminary design and data collection for the first phase (Phase 2A) of the Assembly Street Pedestrian Safety and Enhancement Project (Project). Phase 2B of this project will be completed by Holt Consulting Company (**CONSULTANT**) in partnership with The City of Columbia.

Phase 2B will be a continuation of Phase 2A and will include any remaining survey and/or data collection, right of way and final design of roadway plans, stakeholder coordination, cost estimation, public information meeting(s) as well as any additional environmental data required by the National Environmental Policy Act (NEPA). Additional efforts include, but not limited to, the development of the preliminary design through right-of-way and construction plans, construction documents, quantity computation, and project letting (the project will be let by the **CITY**). Phase 2B will also include construction administration and construction inspection of the overall project after the project has been let and a contractor has been procured by the **CITY**.

Assembly Street Streetscape Improvement Project

The Project limits begin at the intersection of Lady Street and Assembly Street and extend approximately 1,700 linear feet to the intersection of Pendleton Street and Assembly Street. The proposed improvements include, but are not limited to, undergrounding existing overhead utilities, roadway resurfacing, sidewalk rehabilitation, beautification (landscaping, hardscaping, streetscaping, and lighting), pedestrian and safety improvements, traffic video detection equipment design (Intelligent Traffic Systems – ITS), as well other elements described in the **CITY's** original RFP.

The general location of the project is shown in Figure 1 at the end of this Scope.

The purpose of this project is to stimulate economic and community development through improving pedestrian safety, streetscaping, connectivity, and improve intersections along Assembly Street between Lady Street and Pendleton Street. These improvements will enhance public safety and create a pedestrian friendly atmosphere that will better connect the Main Street business district with the Vista entertainment district, which is located along Gervais Street from Assembly Street to the bank of the Congaree River.

In general, (**CONSULTANT**) will provide the following scope of services:

- TASK 1: PROJECT MANAGEMENT & COORDINATION
- TASK 2: ADDITIONAL FIELD SURVEYS (AS NECESSARY)
- TASK 3: COMMUNITY RELATIONS & STAKEHOLDER SUPPORT
- TASK 4: ENVIRONMENTAL DOCUMENTATION & NEPA
- TASK 5: RIGHT-OF-WAY PLAN DEVELOPMENT
- TASK 6: FINAL ROADWAY CONSTRUCTION PLANS
- TASK 7: PAVEMENT MARKING & SIGNING PLANS
- TASK 8: MAINTENANCE OF TRAFFIC PLANS

TASK 9: HYDROLOGY & HYDRAULIC DESIGN
 TASK 10: TRAFFIC SIGNAL DESIGN & FINAL TRAFFIC REPORT
 TASK 11: UTILITY COORDINATION & DESIGN
 TASK 12: SUBSURFACE UTILITY ENGINEERING (SUE)
 TASK 13: FINAL GEOTECHNICAL EXPLORATION & REPORT
 TASK 14: R/W PERMISSION & EASEMENT ASSISTANCE
 TASK 15: FINAL LANDSCAPING & IRRIGATION DESIGN
 TASK 16: ELECTRICAL & LIGHTING DESIGN
 TASK 17: PEDESTRIAN & WAYFINDING DESIGN
 TASK 18: SPEC'S., BID DOCUMENT, & BID EVALUATION
 TASK 19: CONSTRUCTION SERVICES
 TASK 20: DESIGN ADJUSTMENT SERVICES

Project tasks below that are identified with an asterisk (*) are tasks which are expected to be assigned man-hours.

TASK 1: PROJECT MANAGEMENT & COORDINATION

Project goals and objectives will be determined through coordination between Holt Consulting Company (**CONSULTANT**) and City of Columbia (**CITY**). The project will receive oversight and approval from the South Carolina Department of Transportation (**SCDOT**) at certain milestones during the project development process.

- 1.1 *Overall Project Management - The **CONSULTANT** will manage the project to conform to The **CITY's** local standards, as well as the "SCDOT Standards for Highway Construction" in compliance with all Federal standards. This task includes internal management between the engineering disciplines, technical leads, and staff to develop the project.
- 1.2 *Overall Project Coordination - The **CONSULTANT** will coordinate with the **CITY'S** Project Manager (Dana Higgins) and **SCDOT'S** Program Manager(s) (Joey McIntire). This task includes coordination between external members of project team, the **CITY's** Project Manager and SCDOT's Program Managers to fulfill the delivery.
- 1.3 *SCDOT Local Public Agency (LPA) Management – The **CONSULTANT** will manage all SCDOT LPA requirements on behalf of the **CITY** in order to adhere to SCDOT's LPAA guidelines.
- 1.4 *Project Meetings - The **CONSULTANT** will arrange and attend project meetings and on-site review meetings. Prepare and distribute meeting minutes.
- 1.5 *Project Scheduling - The **CONSULTANT** will manage and monitor the project schedule as set forth in the contract for **CITY/SCDOT**.
- 1.6 *Project Budgeting and Invoicing - The **CONSULTANT** will prepare monthly invoices for **CITY** review, approval and payment.
- 1.7 *Monthly Project Status Reports - The **CONSULTANT** will provide monthly status reports detailing the progress of the project as well as identify upcoming efforts and milestones.
- 1.8 *Project Design and Subconsultant Management - The **CONSULTANT** will provide overall management of all design efforts including the management of the Project subconsultants and team members.

- 1.9 *Agency Coordination - The **CONSULTANT** will coordinate activities, project status, and design elements with involved Agencies (this is excluding stakeholders) in order to assure outside agencies are represented throughout the project development process. This includes conforming to standards, guidelines, and determinations that are discussed and applicable to the overall project development process.
- 1.10 *Overall Project Quality Control – The **CONSULTANT's** Project Manager will provide overall quality control throughout the project development process to assure that elements of the design that are outside of City, State, and Federal standards are incorporated into the plans and/or construction documents.

Assumptions:

- 1) *Management time for Phase 2B of the Project is assumed to be 18 months.*
- 2) *Twelve (12) project meetings with the **CITY**. Six (6) virtual Teams meetings and six (6) in person meetings at the **CITY**.*
- 3) *Four (4) meetings with **CITY/SCDOT**.*

Deliverables:

- 1) *Monthly status reports will be provided.*
- 2) *Meeting minutes for each meeting.*

TASK 2: FIELD SURVEYS

CONSULTANT will perform supplemental field surveys on an as needed basis to capture elevations and locations of existing facilities (e.g., utilities, roadways, culverts) for design purposes. All surveys shall conform to the SCDOT's Preconstruction Survey Manual (latest version) and The Standards of Practice for Land Surveying in South Carolina. These services will be under the direct supervision of and certified by a registered South Carolina Professional Land Surveyor.

CONSULTANT will:

- 2.0 *Establish Project Survey Control. The project survey control will be tied to the South Carolina State Plane coordinate system to be a basis for all surveys required on the project using the NAD83(current adjustment) horizontal datum, the NAVD88 vertical datum and the International Foot. Supplemental control will be established as needed.
- 2.1 *Calculate the Best Fit Existing Roadway Alignment (ERA) based on the field survey of the existing centerline of all SCDOT roads within the project limits. If roads exist within the project limits but are outside the SCDOT Right-of-Way, best survey practices will be used to develop these rights-of-way.
- 2.2 *Perform detailed Planimetric (2D) surveys along the project corridors. The detailed survey will gather all planimetric information (such as buildings, fences, trees, poles, etc.) necessary for design of the project.
- 2.3 *Locate and field survey existing Storm Drainage Structures within the project limits that were not accessible during Phase 2A of the project. Information obtained will include top and invert elevations, pipe size and pipe material. Field survey Gravity Sanitary Sewer Manholes with connectivity between manholes to include rim elevations, invert elevations, type and size of pipe.

- 2.4 *Perform New and Existing Right-of-Way Staking surveys on affected parcels within the project corridor as needed for acquisition purposes.
- 2.5 *Maintain appropriate signage for Traffic Control purposes at all times when working within or near the existing traffic areas.

Assumptions:

- 1) *No additional Conduct Courthouse Research on properties, including deeds, plats, property monuments, right-of-way to be included in this scope.*
- 2) *No additional survey needed / included in this scope on Property Strip Map / Existing Road Rights-of-Way.*
- 3) *No additional Perform Cross Sections needed / included in this scope.*
- 4) *Three (3) days of Supplemental Survey for fee estimation purposes.*

Deliverables:

- 1) *One (1) digital copy of Planimetric survey data (2D) in Microstation and/or AutoCAD format.*
- 2) *One (1) digital copy of signed and sealed Survey Control Data sheet(s).*
- 3) *Digital file name conventions will follow the SCDOT survey manual specifications.*

TASK 3: COMMUNITY RELATIONS AND STAKEHOLDER SUPPORT

- 3.0 *Community Relations Support Meeting – Within 30 days of the Notice To Proceed, the **CONSULTANT** will coordinate with the **CITY** to identify the stakeholders and determine at what stages throughout the project development process to engage the stakeholders (or stakeholder tiers) and solicit feedback. This meeting will determine the frequency and level of effort required for each level of stakeholder.
- 3.1 *Update Public Involvement Plan – The **CONSULTANT** will update the previously completed Public Involvement Plan based on feedback from the Community Relations Support Meeting. These updates will depict any additional information established during the original PIP regarding anticipated level of public involvement, expectations, frequency, key elements, and timelines, as well as other elements pertinent to the involvement of the community and how they are to be incorporated into the project.
- 3.2 Initial Stakeholder Meetings – The **CONSULTANT**, at the direction of the **CITY**, will host stakeholder meetings for those identified by the **CITY**. Coordination with **SCDOT** Staff is part of TASK 1. The meetings include project displays, comment forms, handouts, as well as other pertinent information to convey the project and its goals.
 - 3.2.1 This includes working with the **CITY** to resolve and respond to stakeholders and citizens questions that are not addressed on the project website.
 - 3.2.2 *Tier 1 Stakeholder Meetings – It is assumed that fifteen (15) Tier 1 stakeholder meetings will take place. These stakeholders include:
 - 3.2.2.1 City of Columbia Administration, City Council, DDRC, and Staff
 - 3.2.2.2 South Carolina State House Administration and Staff
 - 3.2.2.3 City Partners and Advocacy Groups
 - 3.2.3 *Tier 2 Stakeholder Meetings – It is assumed that thirty (30) Tier 2 stakeholder meetings will take place. These stakeholders include:
 - 3.2.3.1 Business owners immediately adjacent to the project limits
 - 3.2.3.2 Central Midlands Regional Transit Authority (COMET)

3.2.3.3 Property owners immediately adjacent to the project limits

3.2.3.4 University of South Carolina administration and/or its student representatives

- 3.3 *Press Releases/Newsletters – The **CONSULTANT** will prepare and distribute quarterly press releases or newsletters to keep the public informed of pertinent project information and progress. The form of the releases/newsletters will be coordinated with the **CITY's** Public Information Office(r) for release on the **CITY's** website.
- 3.4 *Postcards – The **CONSULTANT** will prepare and distribute approximately 2,100 postcards to three postal routes in the downtown area to notify residents/businesses about the project and to direct them to an online resource with project schedules, additional project information, and project contact information. Postcards will be sent via USPS Every Door Direct Mail. The **CONSULTANT** will provide the **CITY** with a draft prior for approval prior to printing.
- 3.5 *Webpage – Project information, including all handouts, newsletters, and schedule information will be hosted on the SC Department of Transportation's Current Projects page. The **CONSULTANT** will ensure that the webpage is kept up-to-date.
- 3.6 *Updated Eminent Domain Letter – The **CONSULTANT** will update the previously published Eminent Domain (ED) letter on behalf of the **CITY**. Once the ED letter has been approved by the **CITY**, the **CONSULTANT** will publish the ED letter in The State Newspaper and the Columbia Star for the required period of time to conform with Federal, State, and NEPA requirements prior to data collection.

Assumptions:

- 1) *Task 3.2 will be billed on an hourly basis, not to exceed, as the total number of meetings are assumed to be 45 stakeholder meetings. Back up billings will be provided for this task so the total number of meetings and the associated stakeholder can be documented.*
- 2) *The publishing cost associated with the Eminent Domain Letter will be a pass-through cost. The National Environmental Policy Act (NEPA) recommends a two-week minimum publication time. A one-time direct expense of \$350 will be accounted for in this task.*
- 3) *It is assumed 2,100 project post cards will be mailed out to individuals using USPS Every Door Direct Mailer. A one-time direct expense of \$2,000 will be accounted for this effort.*
- 4) *Each stakeholder meeting will last approximately 3 hours with 3 hours for meeting preparation and coordination. Post-meeting actions include note preparation, comment response, and ongoing communication between the stakeholder and project staff for a total assumption of six (6) staff hours per meeting. This assumption will be documented as noted in Assumption 1 of this section, above.*
- 5) *The CITY will provide at least one (1) representative at each stakeholder meeting with the authority to answer questions and provide feedback.*
- 6) *The CITY will provide the CONSULTANT with the most recent aerial photography of the project corridor to be used with the display materials.*

Deliverables:

- 1) *Meeting agendas, comment forms, displays, and other print information will be provided by the CONSULTANT for each stakeholder meeting.*
- 2) *Meeting notes will be provided to the CITY no later than one (1) week after the meeting's conclusion to include attendee lists, comment forms, and any additional information provided by the stakeholders.*

- 3) *A Project Comment Matrix will be maintained to include all comments and questions collected with a copy provided to the CITY.*
- 4) *Draft public response letters will be prepared and distributed by the CONSULTANT after approval by the CITY.*
- 5) *Ten (10) handouts are anticipated for each stakeholder meeting.*
- 6) *One (1) 11" x 17" display of the stakeholders parcel will be provided for each stakeholder meeting.*

TASK 4: ENVIRONMENTAL DOCUMENTATION & NEPA

In the development of the project, the CONSULTANT shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related, current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract.

The CITY, in coordination with the CONSULTANT & FHWA, has determined that a Programmatic Categorical Exclusion (PCE) is the appropriate level of documentation for the project. The CONSULTANT shall use the applicable template/example provided by the SCDOT. The SCDOT will be afforded the opportunity to review and approve any correspondence, contact or communication with FHWA, State and Federal agencies and regulatory agencies, and regulatory agencies in advance.

At this time, it is anticipated that a PCE, as defined in 23 CFR 771.117 (b), will be required, and it is assumed that wetland impacts, if encountered, will not exceed the requirements of the Charleston District Corps of Engineers Nationwide Permit Authorization currently approved for use. It is anticipated that a minimum of additional right-of-way will be required.

4.1 *Initial Field Surveys and Project Initiation

For the purpose of the environmental investigation, the project area is defined as that area within 200 feet of either side of Assembly Street along the project corridor.

- 4.1.1 In the development of the subject property, the CONSULTANT shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract.
- 4.1.2 Within two weeks of the date that the CITY executes the contract for the subject property, and prior to commencement of design and/or NEPA compliance, the CONSULTANT shall:
 - 4.1.2.1 Perform a desktop and field reconnaissance including but not limited to assessing readily available GIS data (soils, hydrography, National Wetlands Inventory, cultural sites) followed by a jurisdictional delineation survey, Threatened & Endangered species survey, and inspection for potential presence of archeological, historic, and cultural resources.

4.2 *Environmental Analysis & Review

- 4.2.1 *Project Description – the **CONSULTANT** will develop a description of the existing conditions and proposed action including current roadway characteristics and safety conditions.

- 4.2.2 *Reasonable Availability of Funding - In accordance with the supplemental guidance provided by FHWA on February 9, 2011, the environmental document will include an explanation of how the project is consistent with the Long-Range Statewide Transportation Plan or the Transportation Improvement Program. The environmental document will also include how the project would be funded through completion and reference the Statewide Transportation Improvement Program. The **CONSULTANT** will refer to the document entitled Supplement to January 28, 2008 "Transportation Planning Requirements and Their Relationship to NEPA Process Completion" for further guidance.
- 4.2.3 *Field Visit & Project Inventory - The **CONSULTANT** will conduct a field visit to evaluate the roadway system and intersection(s) along the project corridor. This project inventory will include collecting existing geometrics, lane assignments, traffic controls, pavement markings, major driveways and adjacent land uses.
- 4.2.4 *Environmental Commitment Form – **CONSULTANT** will complete an Environmental Commitment Form and include it in the front of the Environmental Documentation. **CONSULTANT** will utilize standard commitment language provided in the Environmental Commitment Form template. If a non-standard commitment is required, **CONSULTANT** will provide draft language to SCDOT for review and approval.
- 4.2.6 *Natural Resources / Endangered Species Survey – The **CONSULTANT** will perform a natural resources investigation which includes a description of the project area, including vegetation, wildlife, federally listed threatened or endangered species/habitat evaluation, and anticipated impacts to each resource.

Results of the Threatened & Endangered species survey will be documented in a Biological Assessment report. If an informal consultation with the U.S. Fish and Wildlife Service (USFWS) is required, then the **CONSULTANT** shall be responsible for performing this part of the project development process on behalf of the **SCDOT**. Any concessions related to scope of work, construction activities, or mitigation measures will require **SCDOT** approval prior to final USFWS coordination. Once approved by USFWS, the concessions shall be included as environmental commitments in the environmental document.

All correspondence or communication with the USFWS must receive prior approval by the **SCDOT**. If formal consultation is required, FHWA will initiate and handle, but the **CONSULTANT** will provide supplemental information. The **CONSULTANT** shall include a separate biological assessment report regarding the project effects on any State recognized rare, threatened, or endangered species.

- 4.2.7 *Cultural Resources (Historical, Archaeological) – Investigations shall be conducted as required. Cultural resources reports will comply with the state and federal requirements. However, if ten (10) or fewer archaeological and/or architectural sites are identified and a finding of "no historic properties are affected" or "no adverse effect to historic properties" is made a short form report format (provided by SCDOT) will be utilized. All SHPO coordination shall occur through SCDOT.

Investigations and reporting shall be conducted to identify sites eligible or potentially eligible for the National Register of Historic Places (NRHP), as required by Section 106 of the National Historic Preservation Act. Prior to initiating field work, information will be gathered on previously recorded archaeological sites, standing structures, and National Register properties. If eligible or listed properties are identified within a project's Area of Potential Effects, the Criteria of Adverse Effect (36 CFR Part 800.5) will be applied in order to assess the effects of the project on historic properties. A Cultural Resource Report and Architectural Survey Card will be provided to SCDOT for submittal and concurrence by SHPO and other consulting parties. All SHPO coordination shall occur through SCDOT.

It is assumed that Adverse Effects to any listed or eligible resources can and will be avoided. If the project's impact on historic properties cannot be avoided, then SCDOT, FHWA, and the CITY must consult with the SHPO and other consulting parties (e.g. federally-recognized tribes) to resolve adverse effects.

Once the conditions for resolving adverse effects are agreed upon, they become formalized in a Memorandum of Agreement (MOA). Services required by the **CONSULTANT** to resolve unavoidable adverse effects to historic resources will be included in the MOA and shall be considered additional to this contracted scope of work and may require a modification to the scope and/or contract.

Fieldwork and reporting will follow the SC Standards and Guidelines for Archaeological Research. It is understood that a full Phase I cultural resource report may be necessary; however, for findings of up to five non-significant sites, a short form report format (provided by the SCDOT) will be utilized.

It is assumed that the project will involve coordination with the **CITY** and the Design Development Review Committee (**DDRC**) to ensure that the project meets local design criteria and historic preservation requirements. The **CONSULTANT** shall coordinate with the **CITY** to ensure requirements are met and applicable forms and paperwork are completed.

- 4.2.8 *Section 4(f) / 6(f) – The **CONSULTANT** shall identify public use properties within the project corridor that are protected under Section 4(f) (23 CFR 774) and Section 6(f) (LWCF Act). Once identified, **CONSULTANT** shall perform de minimis or programmatic 4(f) evaluations as required for each identified property.

If Section 6(f) properties are identified, **CONSULTANT** shall make a recommendation for minimizing or mitigating impacts. The **CITY** and **SCDOT** will conduct 6(f) coordination and **CONSULTANT** will assist and summarize efforts in the NEPA document. It is assumed that a de minimis 4(f) is anticipated for the **CITY's** project.

- 4.2.9 *Air Quality – The **CONSULTANT** shall provide a narrative regarding the overall effects of the project on air quality, including an analysis of Mobile Source Air Toxics (MSATs) per FHWA's Interim Guidance (February 3, 2006), and indicate the Attainment or Non-Attainment status of the county where the roadway is to be improved or constructed.

4.2.10 Displacements – The **CONSULTANT** will identify all potential business and residential relocations that will occur as a result of the project. No displacements are assumed for this project.

4.2.11 *Phase I Environmental Site Assessment (ESA) – In assessing the environmental liabilities associated with the proposed new right of way, the **CONSULTANT** shall prepare a Limited Phase I ESA Report for each project within the road improvement corridor.

The Limited Phase I ESA Report will not include property chain of ownership or title information, ASTM Questionnaire, or interviews with property owners. All property reconnaissance will be conducted from the public thoroughfares. Local/historical records review will be confined to minimum search distances from the project corridor limits relative to the requirements of the ASTM 1527-13.

Documents such as notices of violation, individual property contamination studies, and individual property remediation reports from state and local agencies be reviewed as available. A single Limited Phase I ESA report that includes all parcels assessed will be provided in electronic (PDF) format.

4.3 *Public Meetings – The **CONSULTANT** shall be responsible for conducting two (2) public information meetings. One (1) Public Information Meeting (PIM) and one (1) Public Hearing (or secondary Public Information Meeting if applicable) in accordance with the **SCDOT** Public Involvement Policy. It is assumed that at least one individual knowledgeable in each critical area of the project (Roadway, Bridge, Hydrology, and Environmental) will attend the public information meeting. No more than four (4) **CONSULTANT** staff members are deemed necessary for attendance at the public meetings.

4.3.1 **CONSULTANT** will coordinate and attend public information meeting according to SCDOT Public Involvement Policy. This includes reserving meeting venues and securing necessary law enforcement for public meeting.

4.3.2 The **CONSULTANT** shall coordinate the date and location of the meetings with **CITY** and **SCDOT** personnel and will prepare the newspaper ad for the Public Notice (the template/example will be furnished by **SCDOT**). The **CONSULTANT** shall prepare sign message and submit to **SCDOT** no later than 2 months prior to public information meeting date.

4.3.3 A summary of the public meeting will be prepared by the **CONSULTANT** and provided to **SCDOT**.

Assumptions:

- 1) *A Programmatic Categorical Exclusion (PCE) is the level of documentation required.*
- 2) *Up to 2 Public Meetings to meet NEPA requirements.*
- 3) *No waters of the U.S. are present within the project area, therefore no permitting will be required*
- 4) *A survey for the tricolored bat will not be necessary.*
- 5) *Meetings will be in-person with appropriate CDC protocols.*

Deliverables:

- 1) *One (1) PCE and Supporting Documents (PDF & Hardcopy)*
- 2) *One (1) digital copy of the USACE Approved Jurisdictional Determination*

- 3) *One (1) digital copy of the Biological Assessment Report*
- 4) *Up to five (5) Environmental Documentation Exhibits (PDF) as needed*
- 5) *One (1) Phase I Environmental Site Assessment (ESA) (PDF)*
- 6) *Meeting displays and handouts for up to 2 Public Information Meetings*
- 7) *Agendas, handouts, and minutes for Public Information Meetings*
- 8) *Electronic copies of all Public Information handouts and exhibits for online distribution*

TASK 5: RIGHT OF WAY PLAN DEVELOPMENT

- 5.1 *Preparation of Right-of-Way Plans - The **CONSULTANT** will develop right-of-way plans from the previously completed preliminary plans in order to identify any permissions and/or easements that will be required to construct the project. The plan sheets will depict property lines within and immediately adjacent to the project, property ownership, improvements on property, control of access, existing and proposed R/W, existing known utilities, construction limits and erosion control items that affect R/W requirements. Easements, both permanent and temporary, as a result of the proposed construction, will be shown. All plans shall be in accordance with the **SCDOT'S** Design Manual, latest edition as of the contract date.
- 5.1.1 *Right-of-Way Data Sheet Updates – The **CONSULTANT** will prepare right of way data sheets showing a tabular listing of all property owners and mathematize the amount of right of way to be obtained from each.
- 5.1.2 *Property Layout Sheets – The **CONSULTANT** will produce property layout sheets will depict all parcels of property to be acquired as R/W, and will be assigned a parcel number, the property owner identified (name and tax map reference number), and areas of property obtained and remaining indicated. The entire parcel of property from which R/W is to be acquired will be shown. Reduced scale property parcel drawings will be used as appropriate. Finally, a right-of-way cost estimate will also be prepared based off of the R/W plans.
- 5.1.3 *Address **CITY** and **SCDOT** Right-of-Way Comments – The **CONSULTANT** will address one round of written comments from the **CITY** prior to submitting the plans to **SCDOT**. Once the **CONSULTANT** has incorporated the **CITY's** comments, they will then be sent to **SCDOT** for comments.
- 5.1.4 *R/W Cost Estimate – The **CONSULTANT** will provide an assumption of probable cost for the R/W plan set. The **CITY** will provide any assumptions of cost for permissions or moving items that are determined during negotiations that are to be included in the overall R/W cost estimate.

Assumptions:

- 1) *It is assumed no right-of-way will be necessary.*
- 2) *It is assumed that 15 easements will be necessary as per the plans provided by the **CITY**. See TASK 15 for additional information and assumptions.*
- 3) ***CITY** to provide one round of written comments after Right-of-Way plans submittal. Comments related to the Right of Way plan submittal will be addressed and resubmitted for final Right of Way plans. Revisions/comments that are obtained during right of way negotiations will be included.*
- 4) ***SCDOT** will be provided with one set of right-of-way plans for their review and comment.*

Deliverables:

- 1) *One (1) full size set of plans and five (5) half size sets of Final Right-of-Way Plans.*
- 2) *One (1) electronic copy of all Microstation and/or AutoCAD files upon request.*
- 3) *One (1) copies of the R/W Cost Estimate will be submitted with the submission of final R/W plans.*

TASK 6: FINAL ROADWAY CONSTRUCTION PLANS

The **CONSULTANT** will further develop the approved Right-of-Way Plans into Final Roadway Construction Plans.

6.1 The signed and sealed Final Roadway Construction plans prepared by the **CONSULTANT** will consist of the following:

- 6.1.1 *A cover sheet showing a location map, revised project layout, and index of drawings.
- 6.1.2 *A summary of the engineers estimated bid item quantities required to construct the project.
- 6.1.3 *Special and unique bid item quantities which require additional coordination outside of what is detailed in the **CITY's** Standard Drawings, **SCDOT** Standard Drawings, or **SCDOT** Standard Specifications for Highway Construction, latest editions.
- 6.1.4 *A removal and disposal sheet detailing the location, description, and work to be performed will be included in the final construction plans. This sheet will detail any roadway item that is to be removed or disposed of as a part of the construction process.
- 6.1.5 *Typical roadway sections for the mainline and intersections for each significant change in sections. These sections will show dimensions, a pavement schedule, and the stations over which the section applies. Also, the minimum Design Speed Criteria, and any exceptions (horizontal and vertical) to this criteria, shall be shown in the box located in the lower right-hand corner of the first typical section sheet only;
- 6.1.6 *Reference data sheet(s) with pertinent survey data and super-elevation information;
- 6.1.7 *General construction notes, including applicable **SCDOT** standards, construction notes, and additional clarifying construction details;
- 6.1.8 *A general inclusion sheet clarifying items such as, but not limited to, material restrictions, erosion control applications or limitations, or any other notes relevant for construction;
- 6.1.9 *Final Roadway plan/profile sheets at a scale of 1-inch equals 20 feet horizontal, and 1-inch equals 10-feet vertical. These sheets will depict existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edges of pavement, curb and gutter, medians, sidewalks, driveways, construction limits, drainage, right-of-way, control of access, and easements. Proposed horizontal and vertical geometry will also be shown;
- 6.1.10 *Intersection details that require additional information due to the complexity of the proposed intersections shall have special roadway plan sheets, at a scale of 1-inch equals 20 feet will be included into the final construction plan set. Interim
- 6.1.11 *Curb and gutter profiles and proposed grades as well as driveway profiles (if applicable) and proposed grades;
- 6.1.12 *Final construction cross-sections, at 100 feet intervals on tangents and 50-foot intervals on curves at a scale of 1-inch equals 5-feet, showing the existing ground

line, proposed template, pavement depth, curb and gutter, sidewalks, and cut and fill earthwork volumes. The final roadway template shall show the finished roadway surface on the appropriate cross slopes (normal crown, fully or partially super-elevated) and the level of the top of sub grade.

- 6.1.13 *Cross sections at a scale of 1-inch equals 5 feet, showing the proposed crossline pipe for drainage culverts greater than 36".
 - 6.1.14 *The **CONSULTANT** will prepare a final construction estimate.
 - 6.1.15 *The **CONSULTANT** will include, review and revise the final construction plans based on any published **SCDOT** Instructional Bulletins, Engineering Memorandums, published after the approval of the accepted Right-of-Way plans.
 - 6.1.16 *The **CONSULTANT** will review the final roadway construction plans for quality control and quality assurance (QC/QA) prior to final submission.
 - 6.1.17 *The **CONSULTANT** will attend one (1) comment review meeting on behalf of the **CITY** at **SCDOT** for the construction plan comments with all necessary **CITY** and/or **SCDOT** personnel in order to clearly define an acceptable resolution to each comment.
 - 6.1.18 * The **CONSULTANT** will address and respond to three (3) rounds of comments provided by the **CITY** and/or **SCDOT** for construction plans.
 - 6.1.19 *The **CITY**, **SCDOT**, and the **CONSULTANT** will perform one (1) constructability field reconnaissance meeting prior to submitting the final construction plans.
- 6.2 *The **CONSULTANT** will prepare special provisions, special details, and other necessary bid items outside the normal specifications for project letting.
 - 6.3 *Roadway Structural Walls (knee-walls) – The **CONSULTANT** will provide design, quantities, and construction details for the contractor to construct any low-height structural walls in accordance with **SCDOT**'s Structural Design Manual. These walls will be less than 36" in total height.

Assumptions:

- 1) **CITY/SCDOT** to provide three (3) rounds of written comments after Final Construction Plan submittal.
- 2) The project will be carried under **SCDOT**'S MS4 Permit and will therefore follow **SCDOT**'S Stormwater Permitting Procedures.
- 3) The **CITY** will be responsible for letting this project.

Deliverables:

- 1) Four (4) full size set of plans, ten (10) half size set, and one (1) set of electronic files of Final Roadway Construction Plans.
- 2) Three (3) hard copies and one (1) electronic copies of the Final Construction Cost Estimate.
- 3) Three (3) sets of signed and sealed Construction Specifications and Special Provisions.

TASK 7: PAVEMENT MARKING AND SIGNING PLANS

- 7.1 *The **CONSULTANT** will compile Pavement Marking and Signing Plans. Final Pavement Marking and Signing Plans will be prepared at a scale of 1-inch equals 20-feet, unless otherwise agreed, showing lane lines, stop bars, cross walks, and other appropriate markings and signing. The plans will include dimensions sufficient for field layout as well as the illustration of the sing type. The Manual on Uniform Traffic Control Devices, latest

edition, and **SCDOT** details will be incorporated into the plans. These plans will be included into the final roadway construction plans upon completion.

7.2 *The **CONSULTANT** will provide signing quantities for inclusion into the Final Construction Plan.

7.3 ***CONSULTANT** will inventory all existing signs on the project for inclusion in the signing plans.

Assumptions:

- 1) *Any existing signs will be reused and relocated or replaced as needed.*

Deliverables:

- 1) *Pavement Marking and Signing Plans will be included in the Final Roadway Construction Plans.*

TASK 8: MAINTENANCE OF TRAFFIC PLANS

8.1 *The **CONSULTANT** will compile Preliminary Maintenance of Traffic Plans which will be prepared at a scale of 1-inch equals 20-feet, unless otherwise agreed illustrating the preliminary stages and phases to construct the project. The plans will include sufficient detail to show how the project is to be constructed.

8.1.1 *One (1) Preliminary Maintenance of Traffic Plan review and coordination meeting will be held with **CITY** and **SCDOT** staff once a preliminary maintenance of traffic scheme has been established.

8.1.2 *One (1) Preliminary Maintenance of Traffic Plan review meeting will be held with the SC State House Grounds Director, or their designated representative to discuss the proposed maintenance of traffic plan.

8.2 *The **CONSULTANT** will further develop the Preliminary Maintenance of Traffic Plans into Final Maintenance of Traffic Plans, illustrating all necessary temporary signage, striping and traffic control equipment. The plans will include dimensions sufficient for field layout as well as the illustration of the sing type. The Manual on Uniform Traffic Control Devices, latest edition, and **SCDOT** details will be incorporated into the plans. These plans will be included into the final roadway construction plans upon completion.

8.2.1 *Maintenance of Traffic Profile sheets will be prepared at a scale of 1-inch equals 5 feet vertical, as necessary.

8.2.2 *One (1) Maintenance of Traffic Plan review and coordination meeting will be held with **CITY** and **SCDOT** staff to finalize the staging and phasing as well as include any incidental details necessary to complete the construction of the project.

8.2.3 *Final Maintenance of Traffic Plan – The **CONSULTANT** will review the final maintenance of traffic plan with the SC State House Grounds Director, or their designated representative to discuss the final maintenance of traffic plan to incorporate any restrictions required.

8.3 *The **CONSULTANT** will provide maintenance of traffic quantities for inclusion into the Final Construction Plan.

8.4 *Night Construction Operations Special Provisions – The **CONSULTANT** will develop the necessary special provisions for nighttime construction operations as required by the **CITY**.

Assumptions:

- 1) *Staged construction of the roadway will be evaluated to minimize impacts to the traveling public.*
- 2) *The preliminary Maintenance of Traffic Plan meeting will be held at the completion of the R/W plans.*
- 3) *The Maintenance of Traffic Plan review meeting will be held at the **CITY** prior to submitting final construction plans.*
- 4) *It is assumed some night construction operations will be necessary for this project.*

Deliverables:

- 1) *Four (4) sets of Traffic Control Plans submitted for review and comment.*
- 2) *Traffic Control Plans will be included into the Final Roadway Construction Plans.*

TASK 9: HYDROLOGY AND HYDRAULIC DESIGN

9.1 Erosion and Sediment Control Plans

- 9.1.1 **Prepare an erosion and sediment control plan for inclusion in the roadway construction plans, outlining methods for minimizing the amount of erosion and sedimentation during construction and for conformance to the NPDES General Permit. The plan will be detailed on the drainage sheets prepared for the project.*
- 9.1.2 ****CONSULTANT** to prepare the NPDES General Permit application and obtaining necessary approvals from the South Carolina Department of Health and Environmental Control (SCDHEC).*
- 9.1.3 **The **CONSULTANT** will prepare the Stormwater Pollution Prevention Plan.*
- 9.1.4 **The **CONSULTANT** will prepare the Notice of Intent (NOI).*

- 9.2 **Final Roadway Drainage Plans – The **CONSULTANT** will prepare roadway drainage plans illustrating proposed pipe, culvert, and other drainage appurtenances that are to be included with the final construction plans at a scale of 1-inch equals 20-feet or at a scale agreed upon by the **CONSULTANT** and the **CITY**.*

- 9.3 **The **CONSULTANT** will develop the Final Stormwater Report.*

Assumptions:

- 1) *The project will be carried under SCDOT's MS4 NOI Permit and will therefore follow SCDOT's Stormwater Permitting Procedures.*

Deliverables:

- 1) *One (1) electronically submitted NOI to SCDHEC on behalf of the **CITY**.*
- 2) *One (1) electronic copy of the SWPPP.*
- 3) *One (1) electronic copy of the Final Stormwater Report.*

TASK 10: TRAFFIC SIGNAL DESIGN AND FINAL TRAFFIC REPORT

Traffic data collection performed during Phase 2A of this project will be utilized for Phase 2B. No updated data collection or existing conditions analysis will be performed during this Phase.

- 10.1 *Growth Factor Determination - Historic traffic data will be researched in the area based on previous studies as well as annual count data performed by SC DOT to determine the average growth rate for the area.
- 10.2 *Future Conditions Analysis - The growth factor will be applied to the existing traffic volumes to estimate future traffic volumes. These volumes will be used to analyze and determine future conditions to verify that the existing lane configuration will maintain the necessary capacity to address future traffic demand.
- 10.3 *Collision History - Updated collision history will be researched to include the time period since the April 3, 2022 study.
- 10.4 *Documentation - The results of the study will be documented in a report meeting SC DOT Guidelines and include our methodologies, graphics, findings, recommendations, and supporting data suitable for submission to DOT.
- 10.5 *Concept QA/QC - ISM will review the roadway concept QA/QC services to include suggestions of elements to improve or enhance pedestrian and vehicle safety.
- 10.6 *Signal Design - Once the traffic study and concept concurrence is received from SC DOT and the city, ISM will move into the design and permitting phase for the signal modifications.
 - 10.6.1 It is anticipated that these services will only be required at the following intersections:
 - 10.6.1.1 Assembly Street at Senate Street
 - 10.6.1.2 Assembly Street at Gervais Street
 - 10.6.1.3 Assembly Street at Lady Street
 - 10.6.2 This design will be completed in accordance with SC DOT's Traffic Signal Design Guidelines and Road Design Manual.
 - 10.6.3 Design - ISM will provide design and permitting of the roadway improvements and traffic signal installation through SC DOT in accordance with the above-mentioned SC DOT policy manuals.
 - 10.6.4 The plan will also include connectivity plans between the three signals included in the design as well as the next signal to the north and south of the study area.
- 10.7 It is assumed that five on-site meetings with the **CONSULTANT**, **SCDOT**, and/or the **CITY** staff will be required as well as coordination with Rhythm Engineering to assure that the design specifications will accommodate their adaptive signal system.

TASK 11: UTILITY COORDINATION & DESIGN

The **CONSULTANT** shall have the responsibility of final coordination of the Project's affected utilities. All utility relocations shall be handled in accordance with the **CITY's** Utility Coordination Guidelines and/or SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B

For Utility Coordination Tasks, the **CONSULTANT** will:

- 11.1 *Review expected utility conflict points, including all work to properly analyze each conflict point, and make recommendations for resolution of the conflict where possible utilizing all available utility data, whether obtained from SUE services, as-builts, or provided by others.

- 11.2 *Continue communication with each utility company to advise the company of the proposed project, providing preliminary plans to the utility company, obtaining copies of as-built plans for the existing utility facilities (if available), and determining the companies' requirements for the relocation of their facilities.
- 11.3 *Provide the utility companies with design plans including cross sections, jurisdictional areas, and anticipated areas of ground modifications as soon as the plans have reached a level of completeness adequate to allow the companies to fully understand the Project impacts. The utility company may use the **CONSULTANT's** design plans for preparing Relocation Sketches. If a party other than the utility company or its agent prepares Relocation Sketches, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Sketches as shown.
- 11.4 *Coordinate and conduct a Phase 2B review meeting with the utility companies and **CITY** (and any other agencies necessary) to assess and explain the impact of the Project to the companies.
- 11.5 Coordinate with the Utility companies to determine whether any potential relocation work would require environmental permits and work with the utility to determine the Utility Company's plan and schedule for securing all necessary permits. Including, City of Columbia, environmental permits, and any other permits deemed necessary to perform their relocation work.
- 11.6 *Per direction of City, use the Preliminary Utility Report prepared by others for the City which has the listing of all utility companies located within the project limits and a preliminary recommendation as to the extent of each company's prior rights. This report by others shall include a preliminary assessment of the impact to each company as can best be determined at the time, as well as a determination of the feasibility of early utility relocations that may begin prior to the start of construction. Thus, **CONSULTANT** will not perform any additional investigation into utilities information in the Preliminary Utility Report, including any new utilities installed along the corridor since the Preliminary Utility Report by others was completed.
- 11.7 *Make recommendations: a) on potential utility relocation work that would be best accomplished within the construction contract in order to best accomplish the staging of the construction activities, and b) on whether a utility relocation window should be provided in the construction contract in order to best facilitate the utility relocation construction work.
- 11.8 *The **CONSULTANT** will review all Relocation Sketches and Utility Agreements to ensure: a) relocations comply with the SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The **CONSULTANT** shall also ensure that there are no conflicts with the proposed highway improvements, b) there are no conflicts between each of the utility company's relocation plans.
- 11.9 ***CONSULTANT** will be responsible for scheduling and conducting a Preconstruction Meeting between utility owners and the **CITY** and **SCDOT**.
- 11.10 *The **CONSULTANT** will prepare and submit to **CONSULTANT** a Final Utility Report no later than 180 days prior to the let date (240 days if 60-day advertisement) that includes a listing

of all the utilities located within the Project limits, an explanation of the Project impacts to each of the utilities, all prior rights supporting documentation, and a description of each utilities' relocation plans. As part of the report, the **CONSULTANT** shall assemble and submit to the **CONSULTANT** all Relocation Sketches, Utility Agreements, and Letters of "no conflict".

- 11.11 *The **CONSULTANT** is expected to assemble the information included in the Utility Agreements and Relocation Sketches in a final and complete form and in such a manner that the **CITY** and/or **SCDOT** may approve the submittals with minimal review.
- 11.12 Each Utility Agreement and Relocation Sketch submitted must be accompanied by a certification from the **CONSULTANT** stating that the proposed relocation will not conflict with the proposed highway improvement and will not conflict with another utility company's relocation plan.
- 11.13 The report shall also contain the **CONSULTANT's** recommendation for approval of the Utility Agreements and Relocation Sketches and recommendation that, from a utility's standpoint, the Project is ready to be let to contract.
- 11.14 *The **CONSULTANT** shall prepare and maintain a compilation of all utility relocation plans on one set of the project plans. These plans (U sheets) will be used during the project development, and the final set may be included in the bid documentation for information only and will reference the actual relocation plans prepared by the utility.
- 11.15 *The **CONSULTANT** will conduct a utility coordination meeting during the project design in order to facilitate confirmation and resolution of utility conflicts. The utility companies shall not begin their relocation work until authorized in writing by the **CITY** and/or **SCDOT**.

For Utility Design Tasks, the **CONSULTANT** will:

- 11.16 *The **CONSULTANT** shall review utility construction plans with Utility Owner.
- 11.17 *The **CONSULTANT** shall submit utility construction plans, Special Provisions, and draft quantities estimate with cost estimate for review.
- 11.18 *The **CONSULTANT** shall address comments regarding utility agreement plans.
- 11.19 *The **CONSULTANT** shall assist utility owner in preparing applications and submittal packages to SCDES Bureau of Water.
- 11.20 *The **CONSULTANT** shall coordinate plan set and estimate integration with others, as needed.
- 11.21 *The **CONSULTANT** shall comply with the requirements of the Proprietary Products Procedure, including scheduling and holding an open public meeting as required by the policy if proprietary products are specified.
- 11.22 *The **CONSULTANT** shall submit final Utility Construction Plans and Provisions in coordination with the Utility Owner.

Assumptions:

- 1) Draft Utility Introduction Letters have been sent out by Others.
- 2) Preliminary Utility Report by Others is accurate, and no additional work required.
- 3) 130 hours of Utility Coordination for fee estimation purposes.
- 4) Water and sewer systems are owned and operated by the City of Columbia.
- 5) For fee estimation purposes, approximately 2,700 LF of gravity collection and 81,000 LF of water mains will be designed for relocation for this project. Additionally, the relocation of eight hydrants, fifty-one meters and valves and the adjustment of seven manholes.
- 6) No force main sewer is anticipated.
- 7) CONSULTANT will not perform any additional investigation into utilities information in the Preliminary Utility Report, including any new utilities installed along the corridor since the Preliminary Utility Report by Others was completed.
- 8) Three (3) in-person meetings with the Utility Owner are anticipated with 2 staff members at one (1) hour each.

Deliverables:

- 1) Preliminary utility relocation costs and schedule if prior rights are provided.
- 2) Recommendations for early relocations.
- 3) Outline any utility easements on the project corridor that may require additional licensing agreements or permits work proposed within these easements. Include application requirements, timelines and reviews.
- 4) Final Utility Report - Due date 180 days prior to the let date (PDF).
- 5) Utility Coordination Meeting Minutes, Notes and Action Items.
- 6) Explanation of impacts to each utility including the final Utility Conflict Management Spreadsheet.
- 7) Constructability Review Meeting Summary and Recommendations (if held).
- 8) Prior rights documentation.
- 9) Description of each utility relocation, including schedules and permits.
- 10) All Utility Agreements, Relocation Sketches, MOA's and Letters of No Conflict or No Cost. Include copies of Encroachment Permits where necessary.
- 11) Certification that each relocation will not conflict with project or other utility relocations.
- 12) Recommendation for approval of Utility Agreements and Relocation Sketches.
- 13) In-Contract Utility Relocation PS&E Packages (if necessary).
- 14) SCDES Bureau of Water submittal
- 15) Utility Relocation Construction Plans
- 16) Utility Special Provisions (if necessary).
- 17) Recommendations for Utility Windows within contract including draft special provision for the utility window (if necessary).
- 18) Recommendation that project is ready for letting regarding utilities U Sheets.

TASK 12: SUBSURFACE UTILITY ENGINEERING (SUE)

The **CONSULTANT** will perform work in two phases. The first phase consisted of designating services (SUE Quality Level B, C and D), defined as marking the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. The second phase consists of locations services (SUE Quality Level A), defined as obtaining the accurate horizontal and vertical position of the subsurface utilities by excavating a test hole. **SUBCONSULTANT** will adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data

(CI/ASCE 38-02). **SUBCONSULTANT** will obtain all necessary permits from city, county, and state jurisdictions to allow personnel to work within the existing streets, roads and rights-of-way.

12.1 *SUE Scoping Recommendations

CONSULTANT will provide the **CONSULTANT** with recommendation as to the extent and limits of SUE services to be provided, including a location map defining the limits of SUE and the locations of the SUE QL A Test holes. The recommendations and map must be approved by **CITY** in writing prior to the commencement of work. This map and information should include as much utility information as can be assembled on utility type, approximate location, owner, material type, and prior rights.

12.2 *SUE Designating

CONSULTANT will provide all equipment, personnel and supplies necessary to perform SUE Quality Levels B, C, and D for the underground utilities within the defined project limits. Designating is further defined as marking the approximate horizontal position of existing underground utilities by paint markings in accordance with the APWA Uniform Color Code scheme. Electronic / Geophysical prospecting techniques will be used for non-gravity utilities and traditional survey technics will be used to mark gravity utility lines. If gravity lines cannot be completely designated by traditional survey methods, use of Electronic / Geophysical prospecting techniques can be used to capture additional data for use as information only.

Given that the total LF of utilities are unknown, the proposed fee for designation of utilities will be provided on a per day basis with a not to exceed amount. Available utility records, as-built plans, and 811 information will be used as base information for these SUE Quality level tasks; the **CONSULTANT** and **CITY** shall provide all available utility records to **CONSULTANT**.

Assumptions:

- 1) *No SUE work shall be performed until the **CONSULTANT** and the **CITY** has approved in writing the SUE limits.*
- 2) *No service lines designations are included in this scope of work.*
- 3) *Two (2) days of SUE QL B for fee estimation purposes*

12.3 *SUE Locating

CONSULTANT shall provide all equipment, personnel and supplies necessary to perform SUE Quality Level A test holes at locations recommended by the **CONSULTANT** and **CITY**. SUE QL A test holes provided the precise horizontal and vertical location of utilities. This information is used in the project design process for conflict avoidance measures. Given that the total number of test holes is unknown at this time, the proposed fee for the locating of utilities will be provided on a per day basis with a not to exceed amount. Additional electronic sweep of the proposed test hole may be required to confirm the test hole location.

In performing test hole excavations, the **CONSULTANT** shall comply with all applicable utility damage prevention laws. The **CONSULTANT** will schedule and coordinate with the utility companies and their inspectors, as required, and shall be responsible for any damage to the utility during excavation.

Test hole Reports will provide: (a) the horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum; (b) the elevation of the existing grade over the utility at a test hole referenced to the project survey datum; (c) the outside diameter of the utility and configuration of non-encased, multi-conduit systems; (d) the utility structure material composition, when reasonably ascertainable; (e) the benchmarks and/or project survey data used to determine elevations; (f) the paving thickness and type, where applicable; (g) the general soil type and site conditions; and (h) such other pertinent information as is reasonable ascertainable from each test hole site.

Permanent restoration of pavement within the limits of the original cut will be provided. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.

Draft horizontal location and, if applicable, profile view of the utility on the project plans using CADD standards as outlined above. If a base survey is provided by **CONSULTANT**, a station and offset distance and/or northing and easting coordinates (State Plane) with elevations shall be provided with each test hole.

Assumptions:

- 1) No SUE work will be performed until the **CONSULTANT** and the **CITY** has approved in writing the preliminary SUE QL A test hole locations.
- 2) Gravity sanitary sewer lines and storm sewer lines information will be included in either the Additional Survey task or the SUE QL C task as extent of unidentified elements have not been approved.
- 3) Since the number of SUE QL A test holes have not been determined, assume 30 test holes for fee estimation purposes.

Deliverables:

- 1) Survey information drafted using SCDOT CADD guidelines for Subsurface Utility Engineering.
- 2) Digital files shall be delivered in MicroStation and/or AutoCAD format.
- 3) Final review and seal of all appropriate work by a professional engineer and/or land surveyor licensed in South Carolina in responsible charge of the project.
- 4) Test hole information will be presented on **CONSULTANT'S** Test hole Report forms.

TASK 13: FINAL GEOTECHNICAL EXPLORATION AND REPORT

- 13.1 General - The **CONSULTANT** will perform a final geotechnical exploration for the roadway improvements to a portion of Assembly Street in Columbia, South Carolina. The improvements will be a streetscape along Assembly Street from its intersection with Lady Street to the north edge of the intersection at Assembly Street and Pendleton Street. The total project length is about 1,500 linear feet. Generally, the streetscape will include resurfacing, mast arm signals, and pedestrian accommodations. The **CONSULTANT** will gather samples, conduct tests, and analyze necessary soils for the pavement design recommendation. The results of the sampling, testing, and analysis plus recommendations concerning the design will be compiled into a report for submittal to the **CITY**
- 13.2 *Field Investigations - Prior to beginning the subsurface field exploration, the **CONSULTANT** will notify the **CITY** seven (7) days in advance so the **CITY** can coordinate with the **DEPARTMENT**, the **COUNTY**, and adjacent property owners. **CONSULTANT** has assumed that exploration will occur in the **DEPARTMENT**, **COUNTY**, and/or **CITY** rights-of-way.

- 13.3 ***CONSULTANT** will request an SC811 ticket prior to starting field work for the exploration.
- 13.4 *Boring and core locations will be determined by the **CONSULTANT**. The **CONSULTANT** will provide copies of the proposed subsurface exploration plans to the **CITY** prior to initiation of field work for review and acceptance.
- 13.5 *Pavement Design Recommendation – Subsurface Exploration
- 13.5.1 Three (3) soil test borings (hand augers) will be performed up to a depth of five (5) feet, or auger refusal (whichever occurs first). Dynamic Cone Penetration (DCP) will be performed in one (1) foot intervals throughout the depth of each boring.
- 13.5.2 Three (3) field California Bearing Ratio test (CBR) will be performed.
- 13.5.3 Fourteen (14) pavement cores will be collected in the soil test borings and field CBR locations. All will take place within the **SCDOT** right-of-way, **CITY** right-of-way, or **COUNTY** right-of-way.
- 13.6 *Other Field-Testing Items
- 13.6.1 Traffic control will be performed for safe access to core and boring locations. SCDOT style lane closures are proposed.
- 13.6.2 At the completion of field work, test locations will be located for latitude, longitude, and elevation with GPS equipment.
- 13.7 *Field Engineering – The **CONSULTANT** will provide oversight of drill rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM 2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.
- 13.8 *Laboratory Testing – The **CONSULTANT** will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing may include, as estimate, the following:
- 13.8.1 16 Natural Moisture Content Tests
- 13.8.2 16 Grain Size Distributions with wash No. 200 Sieve
- 13.8.3 16 Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- 13.8.4 1 Standard Proctor
- 13.8.5 1 California Bearing Ratio (3 points)
- 13.9 *Final Roadway Geotechnical Engineering Report – The Final Roadway Geotechnical Engineering Report include boring logs, boring and coring plan, field test results, laboratory test results, and discussion about:
- 13.9.1 Existing pavement thickness (preliminary and final exploration);
- 13.9.2 Mast arm soil foundation (preliminary exploration);
- 13.9.3 Pavement design recommendation;
- 13.10 Geotechnical Engineering Details also include:
- 13.10.1 The report will be signed and sealed by a registered SC Professional Engineer.
- 13.10.2 The **CONSULTANT** will notify the **CITY'S** designated Project Manager prior to performing any work on site.
- 13.10.3 This scope of services does not include any work or activities associated with

- geotechnical exploration for embankments, new full depth pavement sections, drainage improvements, sidewalks, and planters. Geotechnical **CONSULTANT** will provide soil properties for mast arm design to be used by others, measured of existing pavement sections, and commentary on mill and overlay concepts.
- 13.10.4 Temporary shoring is not anticipated and recommendations for temporary shoring are not included.
 - 13.10.5 Permission to access private property is not required. Geotechnical field work will occur in public right-of-way.

TASK 14: RIGHT-OF-WAY PERMISSION / EASEMENT ASSISTANCE

- 14.1 *The **CONSULTANT** shall assist the **CITY** with acquiring all necessary easements and/or permissions as required. All acquisition will follow the **CITY's** R/W Acquisition Regulations and Guidelines. The **CONSULTANT** shall be responsible for the following:
 - 14.1.1 In the event of condemnation, the **CITY** will compile the necessary documents as required by the Eminent Domain Procedure Act Sections 28-2-10 et. Seg., South Carolina Code of Laws (1976) as amended will be prepared and submitted electronically leaving the attorney's name off of the document and leaving the names off all other documents necessary for filing the cases with the Clerk of Court. The procedure for Condemnation shall be by way of trial after rejection of the amount tendered as provided in Section 28-2-240.
 - 14.1.2 *Prepare R/W Exhibits – The **CONSULTANT** shall prepare right of way exhibits for each parcel that requires the acquisition of new right of way and/or easements/permissions in accordance with The **CITY** and/or **SCDOT's** Instruction Exhibit Guide.
 - 14.1.3 *Easement Property Data Collection - The **CONSULTANT** will assist the **CITY** by collecting and providing property data, easement type or description, parcel boundaries as required by the **CITY** and/or **SCDOT's** R/W Acquisition Manual.
 - 14.1.4 ***CONSULTANT** is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.
 - 14.1.5 The **CITY** will provide a final moving items list, removal and disposal items lists, and a UST and fencing list based on the appraisal and negotiations in accordance with the **CITY's** construction schedule.

Assumptions:

- 1) *It is assumed no right of entry permissions (or equivalent) will be necessary for this project.*
- 2) *Right of way permission/easement exhibits will be completed within one year and six months of notice to proceed for the identified 15 parcels.*

TASK 15: FINAL LANDSCAPING AND IRRIGATION SHEETS

- 15.1 *Landscaping and Irrigation Construction Plans - The **CONSULTANT** shall provide construction documents to show construction details and locations as well as specifications for bid items. This will be a continuation of the initial phase of the project, "Phase 2A".
 - 15.1.1 The **CONSULTANT** shall generate specifications for each landscaping and irrigation bid item. To include plant types and materials in coordination with the Forestry and Beautification Division. Irrigation shall consist of a minimum of three (3) zones.

One zone for planted trees, one zone for planted perennials, and one zone for planted annuals.

- 15.1.2 The **CONSULTANT** will assist with the site details of the brick columns and fencing.
- 15.1.3 The **CONSULTANT** shall provide estimated construction quantities.
- 15.1.4 The **CONSULTANT** shall provide construction plan set for bidding purposes, including all comments and responses from the review set.
- 15.1.5 The **CONSULTANT** shall provide a construction cost estimate.

TASK 16: ELECTRICAL AND LIGHTING DESIGN

- 16.1 *Electrical and lighting design - **CONSULTANT** will provide up to three alternatives for lights and light poles. Options will need to be discussed in regards to both fixed and breakaway construction as well as lighting considerations along the road.

The lighting plans will provide photometric layout, it is anticipated the minimum average maintained luminance will be 1.4fc with a maximum uniformity of 4:1 (avg/min) but will be determined during design.

Construction plans should identify all conduits, connections to existing electrical service, power supply and meter requirements, design for bases and details on pole design. These plans should be at a scale of no greater than 1-inch equals 20-feet.

Lighting Plans need to coordinate with roadway design and other elements of the proposed project and include key features such as bike/pedestrian features, curb and gutter and existing utilities. Coordination to minimize impacts to existing utilities will be required.

Assumptions:

- 1) *One meeting with City of Columbia, Dominion Energy, SCDOT and any other agencies/utilities to discuss needs/layout options.*
- 2) *Coordination with Utility provider to install lights may be considered.*
- 3) *Limits are along Assembly Street from Lady Street to Pendleton Street (approx. 1,600 lf).*
- 4) *Electrical plans are limited to street and or pedestrian scale lighting.*

Deliverables:

- 1) *Lighting Plans will be prepared for inclusion in the Final Roadway Construction Plans.*

TASK 17: PEDESTRIAN AND WAYFINDING DESIGN

- 17.3 *Pedestrian and Wayfinding Plans – The **CONSULTANT** will work with the **CITY** to identify areas of interest to be included in the wayfinding signage. Once the locations/areas of interest are identified, a rendering of the type, size, style, and font will be included onto a map within the project construction plan set.

Assumptions:

- 1) *One meeting with the **CITY** will be required to identify where the locations of the signs will be placed.*
- 2) *It is assumed that seven (7) signs will be designed.*
- 3) *The **CITY** will provide information on the existing wayfinding signage that is currently within the project corridor to be utilized as a template for the proposed project.*

TASK 18: SPEC.'S, BID DOCUMENT, AND BID EVALUATION

- 18.1 *The **CONSULTANT** shall prepare the bid documents necessary to bid the project. Documents shall include all standard **SCDOT**, **CITY**, and **COUNTY** documents as well as special provisions of the **CITY**.
- 18.2 *The **CONSULTANT** shall provide the **CITY** with necessary information to be used for advertising for the project. The **CITY** will be responsible for advertising the project.
- 18.3 *The **CONSULTANT** shall participate in the Pre-Bid Conference. The **CONSULTANT** shall prepare the Pre-Bid Agenda for distribution at the conference and prepare any responses to any questions received.
- 18.4 *The **CONSULTANT** shall participate in the Bid Opening. The **CONSULTANT** shall assist the **CITY** in bid evaluation from the bids received, prepare responses to any bid items received, prepare the bid tabulations, and recommend award to the lowest responsive bidder. The **CONSULTANT** will assist the **CITY** with the necessary paperwork associated with awarding the contract.

TASK 19: CONSTRUCTION SERVICES

The work shall consist of providing technical assistance during the construction phase of the project. The work shall be performed on an "as needed" basis as requested by the Project Resident Construction Engineer (RCE) and/or **CITY** Program Manager and/or **SCDOT** Representative and shall include, but not necessarily be limited to the following activities:

- 19.1 *Attend a Pre-Construction Conference and respond to questions by the Contractor pertinent to the **CONSULTANT'S** design.
- 19.2 *Review and approval of shop drawings. Shop drawings will be reviewed for compliance with the intent of plans, specifications, and contract provisions. Shop drawing reviews of subcontract work will be performed on an advisory basis. The **CONSULTANT** will provide a letter of recommendation and/or comments as appropriate to the **CITY**.
- 19.3 *Design activities resulting from requests by the contractor or a change in existing field conditions that are not considered an errors or omissions,
- 19.4 *Interpretations of plans, specifications and contract provisions,
- 19.5 *Plan preparation resulting from the above-mentioned design activities,
- 19.6 *Attendance at field review meetings deemed necessary by the **CITY/SCDOT**. Meetings resulting from errors or omission are not included,
- 19.7 *Review of Value Engineering (VE) evaluations submitted by the contractor.
- 19.8 *Review working drawings.

Assumptions:

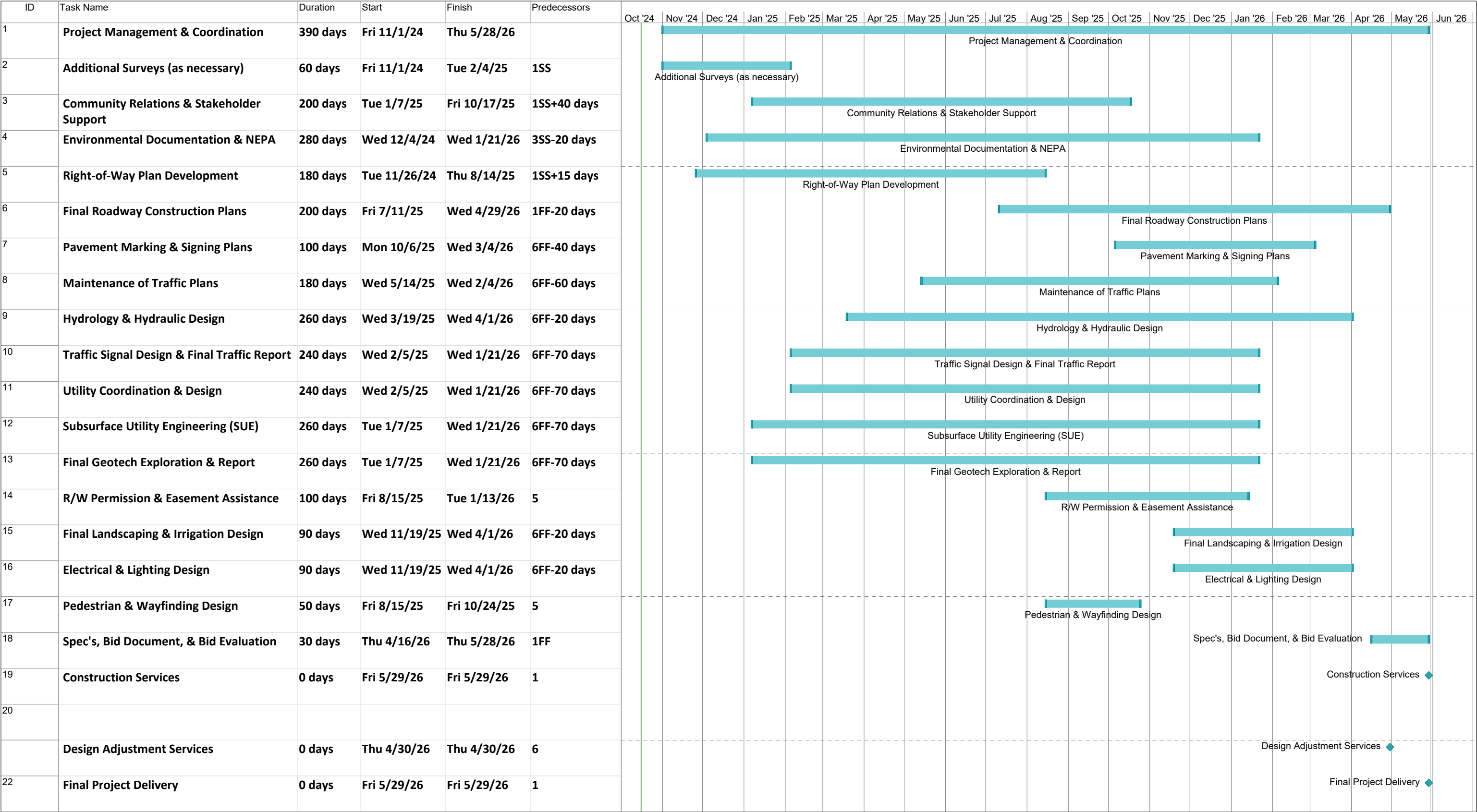
- 1) *The **CITY** will inform the **CONSULTANT** when the above services are required and will also advise the **CONSULTANT** of the contractor's schedule. Written evaluations*

for each service as described above will be prepared following receipt of all documentation and information necessary for our evaluation. Each sheet of shop plans and working drawings reviewed by the consultant shall be stamped by the consultant with a stamp indicating the appropriate action to take with the submittal (approved, rejected, approved as corrected, etc.).

- 2) *A total of fourteen (14) field meetings will be held as needed during construction of the project.*
- 3) *As-Built plans will be the responsibility of the contractor. QA/QC of the plans will be the responsibility of the contractor.*

TASK 20: DESIGN ADJUSTMENT SERVICES

- 20.1 *Preliminary Design Adjustment Services - During the project development process, the need for additional design effort above and beyond that which was anticipated and included in other specific tasks may be necessary. This additional work shall be included in this task. The **CONSULTANT** shall perform work under this task only upon prior written direction from the **CITY**. Due to the complexity of the project, it is assumed that this task has a maximum of 200 hours. If any additional man-hours are needed a contract modification will be required.



Project: Assembly St - Phase 2B
Date: Wed 10/16/24

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

EXHIBIT B - COMPENSATION
CIP # SR8061
Assembly Street Pedestrian Safety and Enhancement Project

Task No.	Task	Fee
1	Project Management	\$180,097.50
2	Additional Field Survey	\$27,926.00
3	Community Relations & Stakeholder Support	\$90,450.00
4	Environmental Documentation & NEPA	\$48,300.00
5	Right of Way Plan Development	\$71,870.00
6	Final Roadway Construction Plans	\$127,890.00
7	Pavement Marking and Signing Plans	\$29,490.00
8	Maintenance of Traffic Plans	\$52,170.00
9	Hydrology and Hydraulic Design	\$54,795.75
10	Traffic Signal Design and Final Traffic Report	\$114,560.00
11	Utility Coordination	\$98,619.00
12	Subsurface Utility Engineering (SUE)	\$87,945.00
13	Final Geotech Exploration	\$37,350.00
14	R/W Acquisitions	\$22,496.00
15	Landscaping and Irrigation Design	\$41,530.00
16	Electrical and Lighting Design	\$31,800.00
17	Pedestrian Wayfinding Design	\$15,070.00
18	Spec's Bid Document, and Bid Evaluation	\$19,961.50
19	Construction Services	\$59,882.50
20	Design Adjustment Services	\$55,000.00
	Total	\$1,267,203.25

Figure 1

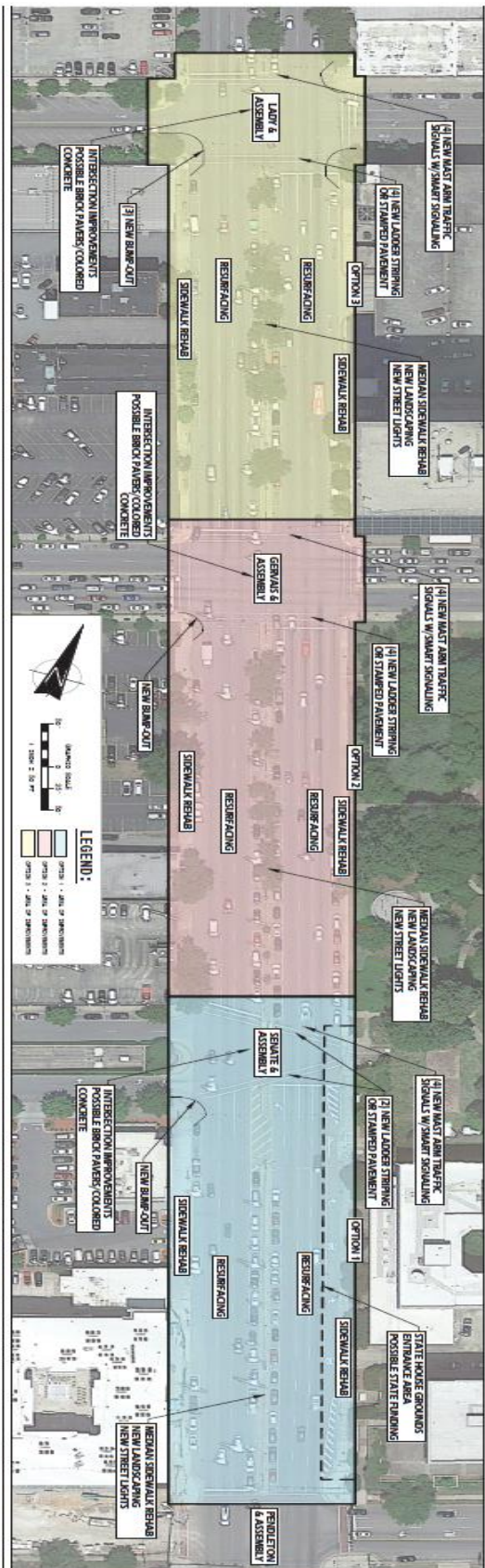


EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
AECOM Technical Services, Inc.	V005047	Lighting Design	\$28,000.00	2.21 %	NA	NA
Blake Environmental Solutions	V018247	Public Involvement, stakeholder communications, Wayfinding	\$113,250.00	8.94 %	DBE, SBE, WBE	FB
F&ME Consultants, Inc. HTEMRP3NAN5	V015054	Geotechnical Investigations	\$33,000.00	2.60 %	LBE	N/A
Grimball-Cotterill, LLC FID# 27-2243331	V001061	Landscape Architecture	\$38,250.00	3.02 %	SBE (1760688)	N/A
ISM UEID# Q1ZYMGP5WE8	V018258	Traffic	\$112,600.00	8.88 %	MBE, DBE	BM
Johnson, Mirmiran & Thompson, Inc QGC7CHWHPT51	V014742	Survey, SUE, Utility Coordination	\$190,295.00	15.02 %	N/A	N/A

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT \$ 515,395.00

TOTAL CONTRACT AMOUNT: \$ 1,267,203.25

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

Business Name: Holt Consulting Company

Representative Name/Title: K. Zack Haney / Roadway Discipline Lead

Date: 11 November 2024

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

AECOM Technical Services, Inc.
Company Name

2151 Pickens Street, Suite 301

Physical Address

2151 Pickens Street, Suite 301

Mailing Address

Columbia, SC 29201

City/State Zip Code

(803) 254-4400 ()
Phone number Fax number

Emily Swearingen

Michael Davis

Primary Contact Name

Secondary Contact Name

Emily.swearingen@aecom.com

michael.davis@aecom.com

Primary Contact Email Address

Secondary Contact Email Address

EPUXNLX5EYC4

V005047

Sam.gov UEID #

Vendor #

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

Blake Environmental Solutions
Company Name

6520 Sandale Drive

Physical Address

6520 Sandale Drive

Mailing Address

Columbia, SC 29206

City/State Zip Code

(803) 361-7253 () n/a
Phone number Fax number

Jennifer Satterthwaite

none

Primary Contact Name

Secondary Contact Name

jennifer@blakeenvirosolutions.com

none

Primary Contact Email Address

Secondary Contact Email Address

L345CSLK5LA1

V018247

Sam.gov UEID #

Vendor #

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

F&ME Consultants, Inc.

Company Name

211 Business Park Boulevard

Physical Address

211 Business Park Boulevard

Mailing Address

Columbia, SC 29203

City/State Zip Code

(803) 254-4540

Phone number

(803) 254-4542

Fax number

Andy Whitfield, PE

Carrie Counts

Primary Contact Name

Secondary Contact Name

awhitfield@fmeconsultants.com

ccounts@fmeconsultants.com

Primary Contact Email Address

Secondary Contact Email Address

HTEMRPN3NAN5

V015054

Sam.gov UEID #

Vendor #

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

Grimball – Cotterill, LLC

Company Name

600 Beltline BLVD.

Physical Address

Same

Mailing Address

Columbia, SC 29205

City/State Zip Code

(803) 738 - 9525

Phone number

() N/A

Fax number

Mark Cotterill

Primary Contact Name

Teresa Medina

Secondary Contact Name

Mark@grimball-cotterill.com

Primary Contact Email Address

Teresa@grimball-Cotterill.com

Secondary Contact Email Address

FID# 27-2243331

Sam.gov UEID #

V001061

Vendor #

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

Infrastructure Systems Management, LLC.

Company Name

1557 Broad Street,

Physical Address

Same

Mailing Address

__ Augusta, GA 30904
 City/State Zip Code

(_ 706 _) _ 836.5160 (_ _ _) _ n/a
 Phone number Fax number

__ Steve Cassell
 Primary Contact Name

__ Abie Ladson
 Secondary Contact Name

__ SCassell@ismllc-engr.com
 Primary Contact Email Address

__ ALadson@ismllc-engr.com
 Secondary Contact Email Address

__ Q1ZYMGKP5WE8
 Sam.gov UEID #

__ Currently Applied For
 Vendor #

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

Johnson, Mirmiran & Thompson
 Company Name

140 Stoneridge Drive, Suite 600
 Physical Address

Same
 Mailing Address

Columbia, SC 29210
 City/State Zip Code

(803) 609-0117 (_ _ _)
 Phone number Fax number

Wrenn Barrett
 Primary Contact Name

Joe Montgomery
 Secondary Contact Name

ewbarrett@jmt.com
 Primary Contact Email Address

jfmontgomery@jmt.com
 Secondary Contact Email Address

QGC7CHWHPT51
 Sam.gov UEID #

V014742
 Vendor #

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

 Company Name

 Physical Address

 Mailing Address

 City/State Zip Code

(_ _ _) (_ _ _)
 Phone number Fax number

 Primary Contact Name

 Secondary Contact Name

 Primary Contact Email Address

 Secondary Contact Email Address

 Sam.gov UEID #

 Vendor #

EXHIBIT E – FEDERAL GUIDELINES FOR CONTRACTING

- A. **ETHICS ACT.** By execution of this Agreement Consultant certifies the Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention:
1. Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-705;
 2. Recovery of kickbacks – Section 8-13-790;
 3. Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720;
 4. Use or disclosure of confidential information – Section 8-13-725;
 5. Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150;
 6. Solicitation of state employees – Sections 8-13-755, 8-13-760 and 8-13-725.
- B. **CONFLICT OF INTEREST (SCDOT COMMISSION):** By execution of this BASIC AGREEMENT Consultant certifies Consultant is in compliance with Section 23 of Act 40 of 2017 [now codified as S. C. Code Section 57-1-350(G)] prohibits a member of the SCDOT Commission serving on July 1, 2017 (the effective date of the Act) or thereafter, from having an interest, direct or indirect, in any contract awarded by the department during the member's term of appointment and for one year after the termination of the appointment. Therefore, any proposal or bid submitted to SCDOT in violation of this law will be disqualified.
- C. **CURRENT AND FORMER SCDOT EMPLOYEES.** To avoid the appearance of any real or perceived favoritism, unfair advantage, undue influence, or conflict of interest, Consultant must certify compliance with SCDOT's Post Employment Restrictions on Qualifications-Based Procurement.
- D. **DRUG FREE WORK PLACE CERTIFICATION.** By execution of this Agreement CONSULTANT certifies CONSULTANT will comply with all applicable provisions of The Drug- Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- E. **TITLE VI. CIVIL RIGHTS ACT OF 1964.** During the performance of this BASIC AGREEMENT, Consultant, for itself, its assignees, and successors in interest agrees as follows:
1. **Compliance with Regulations:** The CONSULTANT shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (49 C.F.R. § 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
 2. **Non-discrimination:** The CONSULTANT, with regard to work performed by it after award and prior to completion of the Contract work, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's

obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this Contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Consultant under the Contract until the Consultant complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directions issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS

The City will not consider for award any proposal submitted by any consultant, and will not consent to subletting any portions of the Contract to any subconsultant, of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U. S. firms in conducting procurements for public works projects.

For the purpose of this Special Provision, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country, shall be considered to be a consultant or subconsultant of such foreign country.

G. COMPLIANCE CONCERNING ILLEGAL ALIENS. By execution of this Agreement the Consultant as the prime consultant does hereby agree:

- 1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- 2. to provide CITY with any documents required to establish such compliance upon request; and
- 3. to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment

authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

- H. IRAN DIVESTMENT ACT. By execution of this Agreement, CONSULTANT certifies that CONSULTANT and all of CONSULTANT's subconsultants, contractors, subcontractors, employees, and agents will comply with all applicable provisions of the Iran Divestment Act, Title 11, Chapter 57 of the South Carolina Code of Laws, as amended.
- I. PROHIBITION ON PROCUREMENT OF CERTAIN TELECOMMUNICATIONS EQUIPMENT. In accordance with 2 CFR 200.216, Consultants, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:
- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- J. DEBARMENT AND SUSPENSION. If Consultant is placed on the government wide Excluded Parties List System in the System for Award Management at any time during the performance period of this Contract, the Contract may be terminated.
- K. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Consultant must remain in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).
- L. ENERGY POLICY AND CONSERVATION ACT. Consultant should comply with standards and policies relating to energy efficiency contained in the Plan for State Energy Policy (S.C. Code §§ 48-52-210, et seq.).
- M. PROCUREMENT OF RECOVERED MATERIALS. Consultant should comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- N. SUCCESSORS AND ASSIGNS. SCDOT and Consultant each bind themselves, their respective successors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in the BASIC AGREEMENT without the written consent of the other.

Assembly Street Phase 2 Project

Project Description: This project features pedestrian safety, ADA compliance, and enhancements along the Assembly Street corridor from Pendleton Street to Lady Street. In addition to the enhancements, the project will evaluate undergrounding of utilities and installation of traffic signal poles and mast arms throughout the project corridor. This is a continuation of the Assembly Street Phase I project, which spanned from Blossom Street to Pendleton Street.

Objectives: This project aims to improve public safety and create a pedestrian-friendly atmosphere to improve the connection between Main Street, the SC Statehouse and the Vista Entertainment District. Some additional project highlights include, but are not limited to:

- Revitalizing the existing sidewalks
- Removing median parking
- Eliminating mid-block pedestrian crossings
- Installing pedestrian bump-outs to reduce crossing lengths
- Installing decorative crosswalks
- Installing updated lighting and landscaping throughout
- Undergrounding existing utilities
- Creating visual continuity through the Main Street and Vista Entertainment Districts
- Increasing pedestrian traffic between Main Street, the Vista, and the SC Statehouse Grounds
- Reduce rear-end and side-swipe collisions along Assembly Street

Project Type: Pedestrian Safety, ADA Compliance, Enhancement, and Roads Infrastructure Improvement

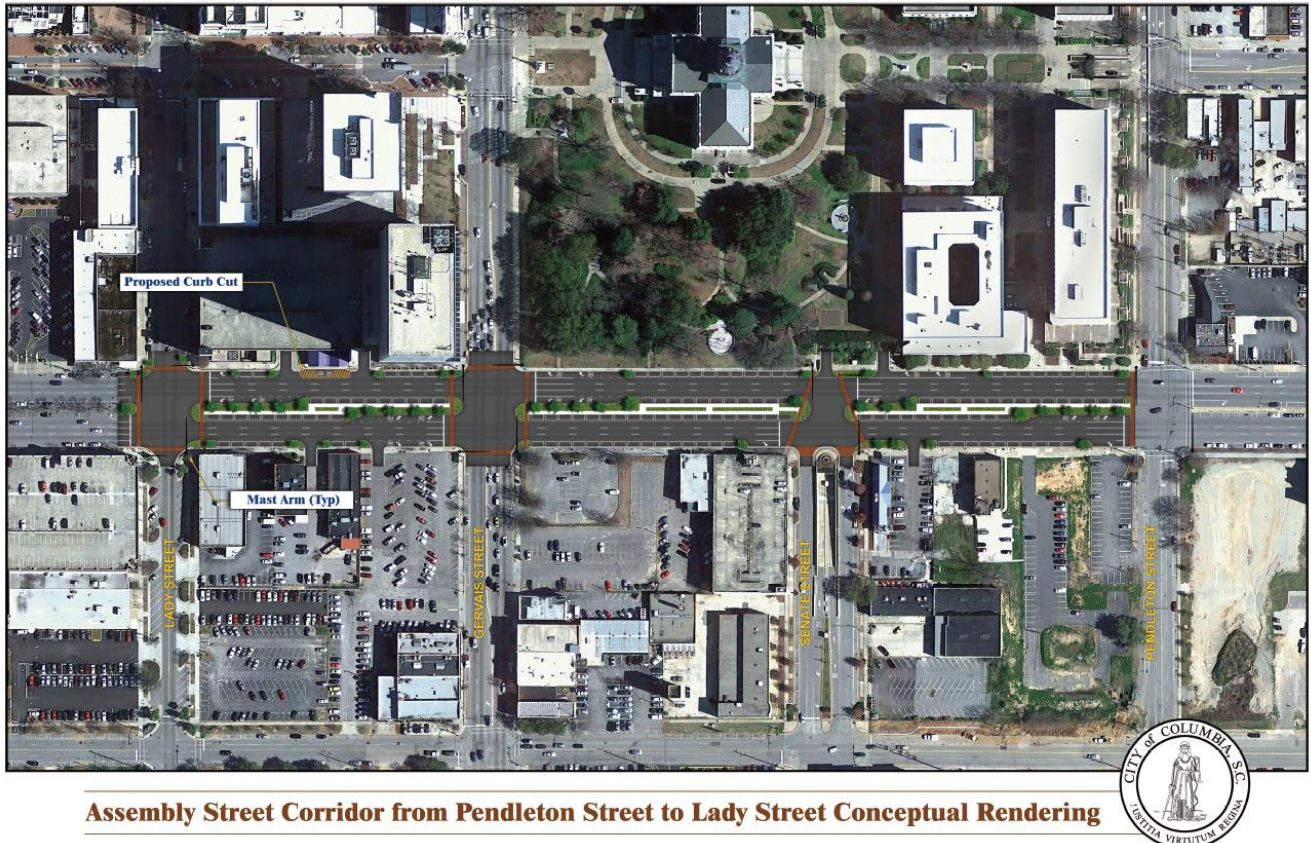
Council District: 2

Project Funding: This is a Local Public Agency (LPA) project funded through a grant administered by SCDOT. Currently the anticipated total cost of construction and design and construction consulting services is approximately \$16 Million. The current total secured budget is \$13 Million. This includes \$609,000 secured from the Richland County Transportation Committee (CTC). The remaining secured funding is \$12,400,000, coming from SCDOT's GuideShare program. A pending request has been submitted to the State for the remaining funding in the amount of \$3,000,000. Options will be considered to proceed with selected blocks of these improvements if the full project funding cannot be secured.

Current Project Status: Thirty percent complete construction plans have been developed for the project corridor. Geometric design criteria, proposed roadway typical sections, and the *Existing Conditions and Parking Study* have been submitted and approved. A consultant team to finalize the design and bring the plans to 100% complete has been selected. Procurement is finalizing negotiations with a consultant expected on board by Spring 2025. Final construction plans are expected by the end of 2026 with a contractor beginning by spring of 2027. The construction time is estimated at 24 months with the completion projected at spring of 2029.



Figure 1: Rendering of the proposed typical section and aesthetic enhancements



Assembly Street Corridor from Pendleton Street to Lady Street Conceptual Rendering

Figure 2: Rendering of proposed improvements between Pendleton Street and Lady Street



Figure 3: Existing and Proposed Typical Sections



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Indefinite Delivery Contract (IDC) Amendments for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water on March 7, 2025. Award to the following firms in an amount not to exceed \$1,300,000.00. Project specific administration shall be required, executed, and issued for each waterline/hydrant leak restoration service project awarded under the approved IDC.

REQUISITION NO.: R227751; R227805; R227911

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution & Maintenance - Special Projects (5516203-638500) \$1,000,000.00 and Utilities Water Distribution & Maintenance - Maintenance and Service Contract (5516203-638200) \$300,000.00. The budget amount for these amendments is \$1,300,000.00.

BUSINESS PROGRAM: Mentor Protege Program

PURPOSE:

Projects awarded under these Indefinite Delivery Contracts from the Columbia Water Preapproved Contractors Listing will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.

Vendor and Location	Funding Allocation
Lake Murray Utility Co., Chapin, SC	\$400,000.00
G. H. Smith Construction, Columbia, SC	\$500,000.00
Carolina Tap and Bore, West Columbia, SC	\$400,000.00

Contract Amendment is requested to provide additional funding for additional water main leak repairs and fire hydrant repairs and replacement.

ATTACHMENTS:

- **#a:** IDC Memo (PDF)
- **#b:** Signed CA#3 IDC Waterline Repairs LMU (PDF)
- **#c:** Signed CA#2 IDC Waterline Repairs-Carolina Tap and Bore (PDF)
- **#d:** Signed GHS CA#3 IDC Waterline Hydrant P204470 (PDF)



Water Distribution & Maintenance Division
PO Box 147 | Columbia, SC 29217

Memorandum

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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Ms. Shannon Lizewski, Director of Procurement and Contracts/Purchasing Agent

DATE: April 1, 2025

SUBJECT: Additional Funding for Indefinite Delivery Contracts (IDC) Waterline/Hydrant Leaks Restoration Services.

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of additional funding for Indefinite Delivery Contracts (IDC's) for Waterline/Hydrant Leaks Restoration Services, as requested by Columbia Water on September 19, 2023. Award to Lake Murray Utility Company, Inc. of Chapin, SC, G.H. Smith Construction, Inc. of Columbia, SC, and Carolina Tap and Bore, Inc. of West Columbia, SC in the total amount of \$1,300,000.00.

The purpose of this additional funding is to allow for the continuation of work by these contractors regarding repairs to water distribution features such as service lines, water mains, fire hydrants, pavement restoration, and property restoration.

The funding for this program of Indefinite Delivery Contracts (IDC) was anticipated in the budget for FY 2024/2025 and is within budgeted amounts.

If you have any questions, please contact David Winburn at (803) 545-3896.

Contract Amendment #3

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

RFQu006-23-24

Lake Murray Utility Company, Inc.

March 12, 2025

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Lake Murray Utility Company, Inc. (Contractor) executed December 21, 2023 (Agreement) to provide additional funding in the amount of \$400,000.00 for waterline/hydrant leaks restoration services.

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

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

Lake Murray Utility Company, Inc.

R. Jennings Parker

Print Name

R. Jennings Parker

Signature

3-18-25

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

3/17/2025

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 P202369:	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
CA#1 P202369 (Increase):	\$ 150,000.00	\$ 120,000.00	80.0%	\$ 30,000.00	20.0%	\$ 0.00	0.0%
CA#2 P204466 (Increase):	\$ 1,200,000.00	\$ 960,000.00	80.0%	\$240,000.00	20.0%	\$ 0.00	0.0%
CA#3 P204466 (Increase):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 2,150,000.00	\$1,720,000.00	80.0%	\$430,000.00	20.0%	\$ 0.00	0.0%

MPP Project #/Name: CIP Varies **Change Order/Contract Amendment #:** 03 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 400,000.00

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

Time Extension on Existing Contract.

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 A & B below)

4. ☐ **Funding Decrease – Amount** (Please continue on to questions 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: \$80,000.00
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Additional Water Mains & Water Service Line Leak Repairs.

5. Revised scope of work

Additional Water Mains & Water Service Line Leak Repairs.

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

EXECUTED by R. Jennings Parker (Mentor Firm) this 16th day of January 2025.

By: R. Jennings Parker Title: President/Owner

Firm Name: Lake Murray Utility Company, Inc.

EXECUTED by John W. Brown (Protégé Firm) this 16th day of January 2025.

By: John W. Brown Title: President/Owner

Firm Name: J.W. Brown Construction, LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract was \$400,000.00. The original amount received by the protégé was \$80,000.00 or 20.00% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$2,150,000.00. The protégé will receive \$430,000.00 or 20.00% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 27th **day**
of February, 2025.

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.

Contract Amendment #2

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

RFQu006-23-24

Carolina Tap and Bore, Inc.

March 12, 2025

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Carolina Tap and Bore, Inc. (Contractor) executed December 21, 2023 (Agreement) to provide additional funding in the amount of \$400,000.00 for waterline/hydrant leaks restoration services.

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

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

Carolina Tap and Bore, Inc.

Print Name

Signature

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

3/17/2025

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 (P202366):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
CA#1 (Increase-P204471):	\$ 1,200,000.00	\$ 960,000.00	80.0%	\$240,000.00	20.0%	\$ 0.00	0.0%
CA#2 (Increase-P204471):	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 2,000,000.00	\$1,600,000.00	80.0%	\$400,000.00	20.0%	\$ 0.00	0.0%

MPP Project #/Name: CIP Varies **Change Order/Contract Amendment #:** 2 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 400,000.00

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

Time Extension on Existing Contract.

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 A & B below)
4. ☐ **Funding Decrease – Amount** (Please continue on to questions 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:** \$80,000.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Additional Water Main Repairs and Water Service Line Renewals.

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

5. Revised scope of work

Additional Water Main Repairs and Water Service Line Renewals.

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

EXECUTED by Richard Young (Mentor Firm) this 24 day of Feb 2025.

By: Richard Young Title: President

Firm Name: Carolina Tap & Bore, Inc

EXECUTED by Susan Bell (Protégé Firm) this 24 day of Feb 2025.

By: Susan Bell Title: President

Firm Name: LG Utility Contractors, Inc

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract was \$400,000.00. The original amount received by the protégé was \$80,000.00 or 20.00% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$2,000,000.00. The protégé will receive \$400,000.00 or 20.00% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 20th day of March, 2025.

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.

Contract Amendment #3

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

RFQu006-23-24

GH Smith Construction, Inc.

March 10, 2025

Description of Change: Request change in Agreement for services between the City of Columbia (City) and GH Smith Construction, Inc. (Contractor) executed December 21, 2023 (Agreement) to provide funding in the amount of \$500,000.00 for water main leaks and fire hydrant repairs.

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

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

GH Smith Construction, Inc.

Karen McClane

Print Name

[Signature]

Signature

3-18-25

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

3/19/2025

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 P202367:	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
CA#1 P202367 (Increase):	\$ 150,000.00	\$ 120,000.00	80.0%	\$ 30,000.00	20.0%	\$ 0.00	0.0%
CA#2 P204470 (Increase):	\$ 1,200,000.00	\$ 960,000.00	80.0%	\$ 240,000.00	20.0%	\$ 0.00	0.0%
CA#3 P204470 (Increase):	\$ 500,000.00	\$ 400,000.00	80.0%	\$ 100,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 2,250,000.00	\$ 1,800,000.00	80.0%	\$ 450,000.00	20.0%	\$ 0.00	0.0%

MPP Project #/Name: CIP Varies Change Order/Contract Amendment #: 03 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 500,000.00

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

Time Extension on Existing Contract.

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 A & B below)
4. ☐ Funding Decrease – Amount (Please continue on to questions 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: \$100,000.00
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Water Main Line & Water Service Line Repairs.

5. Revised scope of work

Additional Water Main Line & Water Service Line Repairs.

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

EXECUTED by GH Smith Const. Inc (Mentor Firm) this 22nd day of Jan 2025.

By: Karen McLane Title: V. President

Firm Name: GH Smith Const

EXECUTED by Smogk Construction LLC (Protégé Firm) this 22nd day of Jan 2025.

By: Carol Smogk Title: Owner

Firm Name: Smogk Construction LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract was \$400,000.00. The original amount received by the protégé was \$80,000.00 or 20.00% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$2,250,000.00. The protégé will receive \$450,000.00 or 20.00% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 27th day of February, 2025.

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.



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #5 for Project SS7555; Lower Crane Creek Relief Sewer Phase II, as requested by Columbia Water on February 27, 2025. Award to Black and Veatch Corporation, in an amount not to exceed \$1,409,320.00. The current term of the contract ends on June 30, 2025 and this amendment extends the contract to May 16, 2028. This firm is located in Greenville, SC.

REQUISITION NO.: R215255

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Lower Crane Creek Phase II - Capital Project Costs (5529999-SS755501-658650). The current budget amount is \$956,748.00. The budget amount for this amendment is \$1,409,320.00. The total revised budget amount is \$2,366,068.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Built Infrastructure

PURPOSE:

This is a Clean Water 2020 Program Project and a Mentor Protégé Program project.

Black and Veatch is the mentor and will provide design and construction services at 75.56% (\$1,064,929.00) of the amendment amount.

Highfill Infrastructure Engineering, located in Columbia, SC is the protégé and will provide assistance with project investigation and coordination services at 8.13% (\$114,600.00) of the amendment amount.

The following subcontractors will provide additional services under this amendment:

Bunnell-Lammons Engineering, located in Columbia, SC, will provide geotechnical exploration services at 3.63% (\$51,150.00) of the amendment amount.

Civil Engineering Consulting Services, Inc., located in Columbia, SC, will provide wetland delineation and no-rise certification approvals for two diversion structures at 7.32% (\$103,141.00) of the amendment amount.

Hussey Gay Bell, located in Columbia, SC, will provide professional surveying services for the newly added sewer section at 5.36% (\$75,500.00) of the amendment amount.

ATTACHMENTS:

- **#a:** SS7555 - PM Memo Request for CC Approval _ Crane Creek Sewer Relief Ph II - (PDF)
- **#b:** CA#5 SS7555 Crane Creek Relief Ph II Black Veatch P193463 _ (PDF)
- **#c:** SS7555 Location Map CA#5 (PDF)
- **#d:** MT Memo Item SS7555 Lower Crane Creek Relief Sewer Phase II (PDF)



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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Ms. Shannon S. Lizewski, Director of Procurement & Contracts /
Purchasing Agent
April 1, 2025

DATE: Recommendation for Approval

Subject: Amendment No. 5 – Black & Veatch
SS7555 - Lower Crane Creek Sewer Relief Sewer Phase 2

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 5 with Black & Veatch, to provide funding for the design and construction phase engineering services for SS7555 - Lower Crane Creek Sewer Relief Sewer Phase 2

The amount of Contract Amendment No. 5 is \$1,409,320.00

The purpose of this project is to assist the City of Columbia (CITY) by providing technical consulting support in rehabilitating a previously abandoned 36-inch sewer pipe (from 31225MH to 24390MH, for approximately 7,860 LF) and reusing it as a relief sewer to convey additional sewer flows under built out conditions. In addition, based on the recent hydraulic modelling, the relief sewer needs to extend additional 5,700 LF (from 19145MH to 31225MH, between Brickyard Road and Monticello Road). The services under this amendment include evaluation of newly added section, detailed design, prepare bidding documents, assist in bidding, evaluation of bids, and provide engineering services during construction of entire project per tasks 500-800 of the original agreement.

This Project is a Clean Water 2020 project directly related to CD requirement; standard CD clauses needed but no liquidated damages.

If you have questions or concerns, please do not hesitate to contact our office.

Contract Amendment #5**SS7555 Lower Crane Creek Relief Sewer Phase II****RFQ011-16-17****Black & Veatch Corporation****March 5, 2025**

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Black & Veatch Corporation (Consultant) executed April 7, 2022 (Agreement) to provide funding and extend the Agreement from July 1, 2025 to May 16, 2028 for construction engineering services.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from April 12, 2022 to January 11, 2023; Purchase Order# P193463):	\$956,748.00
Contract Amendment #1 (Administrative Change; Time Extension from January 12, 2023 to April 10 2023; Purchase Order# P193463):	\$00.00
Contract Amendment #2 (Time Extension from April 11, 2023 to April 12, 2024; Reallocation of subtask funding; Purchase Order# P193463):	\$00.00
Contract Amendment #3 (Time Extension from April 13, 2024 to December 31, 2024; Purchase Order# P193463)	\$00.00
Contract Amendment #4 (Time Extension from January 1, 2025 to June 30, 2025; Purchase Order# P193463):	\$00.00
Current Contract Amount:	\$956,748.00
This Contract Amendment #5 (Funding Increase; Time Extension from July 1, 2025 to May 16, 2028; Purchase Order# P193463):	\$1,409,320.00
Revised Contract Amount:	\$2,366,068.00

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

Black & Veatch Corporation

William J. Wells, Vice President

Print Name



Signature

3/13/2025

Date

City of Columbia

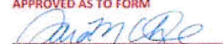
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

3/12/2025



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:	\$ 956,748.00	\$ 206,802.00	21.61%	\$ 696,315.00	72.78%	\$ 53,631.00	5.61%
CA# 1:	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	0.00%	\$ 0.00	0.00%
CA# 2:	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	0.00%	\$ 0.00	0.00%
CA# 3:	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	0.00%	\$ 0.00	0.00%
CA# 4:	\$ 0.00	\$ 0.00	0.00%	\$ 0.00	0.00%	\$ 0.00	0.00%
This Contract Amendment #5:	\$ 1,409,320.00	\$ 1,064,929.00	75.56%	\$ 114,600.00	8.13%	\$ 229,791.00	16.31%
Revised Contract:	\$ 2,366,068.00	\$ 1,271,731.00	53.75%	\$ 810,915.00	34.27%	\$ 283,422.00	11.98%

MPP Project #/Name: SS7555 Lower Crane Creek Relief Sewer Phase 2 **Contract Amendment #:** 05

Change Order/Amendment Amount: \$ 1,409,320.00

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

Completed Preliminary Design and now moving to Detailed Design and Construction Phase Services.

Change Order/Amendment Type:

1. ☒ **Time Extension – New End Date:** May 16, 2028 (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 – \$ 1,409,320.00** (Please continue on to questions A & B below)

4. ☐ **Funding Decrease – Amount** (Please continue on to questions 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:** \$114,600.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Task 100 – Highfill will be attending the in-person kick-off meeting and fifteen (15) virtual monthly progress meetings. Includes general project management and administration.
 Task 500 – Highfill will be attending the two (2) in-person design milestone meetings.
 Task 800 – Highfill to provide 50% of construction observation (815 total hours).

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

N/A

5. Revised scope of work

Revised scope of work includes providing detailed design phase services, permitting services, bid phase services, and construction phase services for the installation of approx. 5,700 LF of 48-inch gravity sewer and all associated manholes along with the rehabilitation of a 36-inch gravity sewer line that was previously abandoned. Additionally, three (3) new junction/diversion structures will be designed that will allow the rehabilitated sewer to be used for relief during periods of high flow.

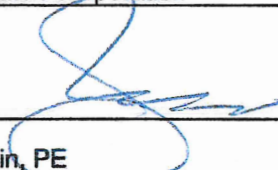
By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by  (Mentor Firm) this 24th day of February 2025.

By: William J. Wells, PE

Title: Vice President

Firm Name: Black & Veatch Corporation

EXECUTED by  (Protégé Firm) this 20th day of February 2025.

By: John W. McLaughlin, PE

Title: Vice President

Firm Name: Highfill Infrastructure Engineering, P.C.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension contract amendment. The original project contract amount was \$956,748.00. The original amount received by the protégé was \$696,315.00 or 72.78% of the total contract amount.

The revised project contract amount, to include previous amendments and the current amendment, is \$2,366,068.00.

The protégé will receive \$810,915.00 or 34.27% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
25th day of February, 2025.

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.

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: Lower Crane Creek Relief Sewer Phase 2

CIP NUMBER: SS7555

Contract Amendment #5

I. SCOPE ADDITION/DELETION

The Preliminary Design Report for the Lower Crane Creek Relief Sewer Phase 2 project was approved on June 11, 2024, and the City of Columbia has directed the Consultant to perform the final design, permitting, bidding, construction, and closeout engineering services. This contract amendment includes the scope, described below, to complete these additional tasks.

Task 100 – Evaluation and Project Administration

This task will be amended to include continued administration tasks through the duration of Task 1000. This includes the following:

110 – General Project Administration

Similar to the original scope, 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 CW2020 and the CITY's staff throughout the project.

For Task 100 through Task 700, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule will be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule will be created and updated not less than monthly in MS Project. The initial detailed project schedule will be reviewed by the CITY before proceeding with the Scope of Services. The schedule will begin based on the date on the Notice to Proceed and will use the calendar days as outlined in Section III. All documents provided to the CITY for review and approval will be provided electronically (PDF) 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 1000.

120 – Coordination Meetings

Similar to the original scope, throughout design of the project, Consultant will maintain regular contact through the CW2020 and City's staff. Meetings include:

An in-person kickoff meeting at the beginning of the project to review the schedule, establish communication protocols, and address and establish any design alternative concepts for the project.

Monthly progress meetings with the CITY's Project Manager for the duration of project Tasks 100 through 700. A total of nineteen(19) monthly progress meetings are included (seventeen (17) virtual and two (2) in-person). The Consultant will issue meeting minutes for each meeting.

During Task 500, the Consultant will hold a design review meeting at the 60-percent design and final design completion milestones. Design review meetings will be held in place of the monthly progress meeting for each respective design milestone. At the project milestones (60-percent and final design), the Consultant will compile all comments received during the meetings and respond to one (1) consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. It is assumed that one (1) set of consolidated comments will be received from the City for each deliverable (60-percent and final design). Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the City for final review and approval. Revisions to the drawings will subsequently be made to incorporate the City's comments. This scope assumes electronic (PDF) copies of design and construction documents will be delivered for each submittal (60-percent, final, and bid set). Electronic copies of the contract documents will also be delivered electronically (PDF) and loaded to SharePoint. Milestone checklists will be used by the CITY's review team during the 60-percent and final design review meetings. A copy of these checklists will be provided to Consultant by the CITY.

This Scope includes two (2) additional virtual coordination meetings to discuss issues encountered during detailed design and any modifications to City standards.

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 Section III.

Consultant will conduct coordination and progress meetings as outlined in Task 120 of this Scope of Services.

140 – Public Outreach

Similar to the original scope, Consultant will provide public relations support for this project to include:

Providing the City's Real Estate Department with a list (.XLSM) of property owners anticipated to be impacted by the proposed work.

It is anticipated that a public meeting will not be required for the Final Design and Construction phase of the project.

150 – Mentor-Protégé Program

Similar to the original scope, Consultant and Highfill Infrastructure Engineering (HIE) will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

Consultant will continue the existing Mentor-Protégé Agreement with HIE.

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 annual 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 Mentor and Protégé Team Annual Business Plan Review report (submit by August 1st each year).

Task 100 Deliverables:

Monthly Progress Reports

Updated Monthly Project Schedules

Meeting Minutes for Monthly Progress Meetings, Coordination Meetings, and Design Review Meetings

Draft Plans and Specifications, Poster Display, and Sign-in Sheet

Monthly Invoices including Form 100

Mentor and Protégé Team Annual Business Plan Review report (submit by August 1st each year)

Task 200 – Preliminary Planning, SSES, Evaluation and Analysis of Rehabilitation Alternatives – No change.

Task 300 – Survey and Utility Mapping

This amendment will include the additional research to identify existing easement boundaries, and easement exhibit preparation to acquire any new easements needed for the final design.

310 – Wetlands Delineation

"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 of the proposed alignment of the new 48-inch sewer piping 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.

It is assumed a corridor approximately 100 ft wide will be delineated along approximately 5,700 lf of the new 48-inch sewer alignment.

Wetland survey and delineation to be performed under BV supervision by Civil Engineering Consulting Services, Inc. (CECS).

320 – Field Survey

Field survey to be performed under BV supervision by Hussey, Gay, Bell (HGB), as follows:

CONSULTANT shall coordinate with CITY for any survey notification letters. If needed, CONSULTANT needs 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 surveyor will complete field surveying within the project area as needed to confirm and supplement the existing SS7555 project base map, as needed for the addition of the new 48-inch sewer piping between Brickyard Road and Monticello Road. All relevant visual or physical features within the project area will be surveyed including tree and bush lines, rock outcroppings, structures, geotechnical bore locations, existing sanitary sewer manholes (top of lid and inverts for all manholes identified by CONSULTANT in the project area associated with the existing 48-inch sewer and connecting sewer lines), property boundaries, and other existing above ground and below ground utilities and conditions sufficient for engineering design will be included in field survey files. Consultant's surveyor will recover existing horizontal control monuments and establish GPS control points within the project area. Surveyor will recover existing vertical control points. Temporary benchmarks (TBMs) will be established within the project area where required for sections of existing pipe that will be removed and relocated due to conflicts with the existing 48-inch sewer. CONSULTANT'S surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings within the project area.

CONSULTANT'S surveyor will include all State and County ROWs and any existing utility easements within the project limits will 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 will be included in the electronic file and survey drawings.

The CONSULTANT will determine the necessary project area boundary to be surveyed. It is assumed a corridor approximately 100 ft wide will be surveyed along approximately 5,700 lf of the new 48-inch sewer alignment. Where this alignment 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 construction phase. Where this alignment sewer is within the road right-of-way, the adjacent property owners and their parcel sidelines will be mapped.

From the survey data, the surveyor will prepare final 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. Surveyed points with point number, locations, elevation, and description will also be provided in ASCII text file. Electronic survey files will be provided in AutoCAD Civil 3D format.

330 – Property Research and Easement Exhibits

Property research and easement exhibits will be performed under BV supervision by HGB, as follows:

In consultation with CITY, the subconsultant will prepare easement exhibits for all new permanent easements, temporary construction easements, and right-of-entry agreements that will be required for the proposed new sewer construction and existing sewer rehabilitation, associated with the proposed relief sewer design. Exhibits will be prepared in accordance with the standards of the CITY for recording and provided electronically (PDF). It is assumed that a total of eleven (11) permanent, temporary construction, or right-of-entry easement exhibits will be necessary for this project. Easement work will begin following completion of the sixty percent (60-percent) completion milestone. An amendment will be issued if additional easement exhibits are required and for efforts associated with exhibit revisions above and beyond two (2) iterations of revisions issued by the City's Real Estate Department (Task 1100).

Consultant will prepare and present the initial easement/property issue tracking spreadsheet in Excel format to the CITY during the project kick-off meeting. Updates will be provided monthly during progress meetings, and subsequently loaded into SharePoint.

340 – Utility Mapping

The CONSULTANT will coordinate with local utilities to have all utilities within the vicinity of the alignment of the new 48-inch sewer pipe located. These utility locates will be incorporated into the field survey.

Task 300 Deliverables:

Easement/Property Issue Tracking Spreadsheet

Electronic Copies of Easement Exhibits

Task 400 – Geotechnical Investigation

410 – Field Investigation

Geotechnical borings will be performed within the project area for the new approximately 5,700 lf 48-inch sewer alignment and associated relief sewer control structures. This information will supplement the information obtained during the preliminary design phase and be used to determine general soil conditions, design pipe bedding details, evaluate soils for potential dewatering requirements and trenchless crossing 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.

Geotechnical services to be performed under BV supervision by Bunnell Lammons Engineering (BLE) to provide subsurface soil conditions at the design area. Borings will be performed every approximately 450 lf along the proposed new 48-inch pipe alignment to determine soil conditions as follows:

1. Proposed All-Terrain Drilling:

- a. Four (4) borings within potential trenchless crossing locations drilled to a minimum depth of 40 feet, or refusal, whichever occurs first.
 - b. Four (4) borings along the pipeline route where trenched pipeline construction will take place at 450-foot intervals along the pipeline to a minimum depth of 15 feet, or refusal, whichever occurs first.
2. Proposed Marsh Buggy Drilling:
 - a. Two (2) borings within potential trenchless crossing locations drilled to a minimum depth of 40 feet, or refusal, whichever occurs first.
 - b. Four (4) borings along the pipeline route where trenched pipeline construction will take place at 450-foot intervals along the pipeline to a minimum depth of 15 feet, or refusal, whichever occurs first.
3. Laboratory Testing: the allowance value includes provision for the following laboratory tests, to be employed as determined needed by Consultant during performance of the work.

▪ Atterberg Limits:	10 total tests
▪ Grain Size Distribution:	10 total tests
▪ Moisture Content:	10 total tests
▪ Standard Proctor:	7 total tests
▪ pH	2 total tests
▪ Resistivity:	2 total tests
▪ Water Soluble Sulfate:	2 total tests
▪ Water Soluble Chloride:	2 total tests
4. Hazardous or Contaminated Soils Testing: Not included in Task 400. Provision is made for such testing under the Task 1100 Additional Services task.

Groundwater levels will be monitored and reflected on the boring logs. Borings may be left open until end of day if safe to do so to allow groundwater levels to be observed. Borings shall be backfilled no later than the next day after drilling using boring cuttings. No restoration beyond backfilling bore holes has been anticipated in this scope of work except that borings within pavement surfaces will be restored with asphalt patching materials.

Soil samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.

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, inform trenchless crossing design and construction requirements, and estimate amounts of additional suitable backfill material needed (if any) for the project. The information will also be used to develop pump station foundation design recommendations and design criteria, evaluate if further need for seismic site response testing is needed, and buried structural design recommendations and loading criteria for vertical walls, and buoyance impacts. 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:

1. Review of the field test procedures.
2. Estimated subsurface profiles (boring logs) as necessary to illustrate subsurface conditions including penetration resistance test data and groundwater levels.
3. Review of surface features and site conditions that could affect construction.
4. Results of all laboratory testing performed.

5. General evaluation of the site considering the proposed project and estimated subsurface conditions.
6. Recommended design and construction criteria for the project foundations considering the provided site and structural information including net allowable soil bearing pressure, bearing grades, and estimated settlement for shallow foundations.
7. Estimated foundation performance based on available data.
8. Evaluation of Seismic site classification in accordance with the provisions of ASCE 7-16.
9. Recommendations for site preparation and construction of compacted fills or backfills.
10. Evaluation of potential difficult excavation conditions (groundwater, soft soils, rock, etc.), as necessary.

Consultant will ensure the subconsultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and permission for investigation as required on private property.

Task 400 Deliverables

Electronic Copy of Geotechnical Report

Task 500 – Final Design

510 – Modeling Coordination

Consultant will coordinate with the City's sewer hydraulic modeling Consultant (Hazen) to confirm the locations and parameters of the diversion structures and the location of the crossover manhole that will combine the flow of the existing 48-inch sewer and the proposed 48- and 36-inch relief sewer. Consultant will provide Hazen with the proposed structure locations, weir lengths, and elevations for the purpose of confirming that there is adequate capacity upstream and downstream of the proposed relief sewer. It is assumed that a minimum of two (2) virtual coordination meetings with the City and Hazen will be necessary during this coordination effort.

520 – Roadway Coordination (City, Town, County, State, Federal)

Consultant will contact the City, County, State and Federal agencies to determine design and construction parameters for the rehabilitation of the proposed sanitary sewer within the roadway rights-of-way.

Consultant will coordinate final design with the requirements of all roadway encroachment permits.

530 – Utility Coordination

Consultant will contact the 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 rehabilitation of the sanitary sewer adjacent to or crossing existing utilities.

Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

540 – 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 a sanitary sewer rehabilitation 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 Contract Documents for the project will consist of and include the following Design Drawings:

Cover Sheet

General Notes and Legend

Sheet Index

Traffic Control

Erosion Control

Relief Sewer Rehabilitation Plan Sheets (up to 8 sheets) – The plan sheets (24-inch by 36-inch) will contain a plan view for the proposed relief sewer and associated rehabilitation at a horizontal scale of one-inch equals 50 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets will be labeled for better field identification. The sheets may also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, and manhole rehabilitation method. This Scope of Services assumes that profile sheets will only be required for new sewer segments. The drawings will be reproducible in color to distinguish information shown on the drawings.

New 48-inch Relief Sewer Plan and Profile Sheets (up to 6 sheets) – The plan/profile sheets (24 inch by 36 inch) will contain a plan and profile view of the proposed new 48-inch relief sewer at a horizontal scale of one-inch equals 50 feet with a topographic survey background and be detailed enough to be able to determine approximate field conditions along the proposed alignment. parcels and streets will be labeled.

Sewer Installation Details (up to 6 sheets)

The design will include details that could be used to address defects identified during cleaning. This will include open cut, internal spot repair, or addition of the segment to the original quantities.

The standard specifications will be provided by the CITY. The Consultant will:

Modify the CITY standard Bid Form to suit the work.

Modify the CITY standard Special Provisions section to suit the work.

Modify the CITY standard Division 2 sections for pipe and manholes to accommodate the work.

Modify the CITY standard Division 1 General Requirements specifications to accommodate the work.

Provide additional Division 1 and Division 2 specifications for proper completion of the work.

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 final design submittal, Consultant will provide one (1) 24"x36" set of final signed and sealed drawings (electronic (PDF) copy), one set of specifications (electronic (PDF) copy), and the final Opinion of Probable Construction Cost estimate and matching bid form in digital format (PDF and .XLSM).

550 – Regulatory Agency Coordination

Consultant will coordinate with City, County, State and Federal regulatory agencies to determine design parameters for construction of the proposed relief sewer and associated rehabilitation in accordance with regulatory requirements.

Consultant will coordinate final design to comply with regulatory and railroad requirements.

Potential agencies are:

South Carolina Department of Environmental Services

U.S. Army Corps of Engineers – Wetlands

City of Columbia – Stormwater

Richland County – Stormwater

South Carolina Department of Transportation
 Norfolk Southern
 Dominion – Natural Gas and Overhead Power
 Federal Emergency Management Agency (FEMA)

560 – Opinion of Probable Construction Cost

Consultant will submit an opinion of the probable cost for project including construction costs, contingencies and other related items at the 60-percent and final design 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.

570 – Design Reviews

Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program.

After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the 60-percent and Final completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the City. 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.

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 500 Deliverables:

Electronic copy (PDF) of draft design plans and specifications for 60-percent, Final Design, and Bidding Milestones

Electronic copy (PDF and .XLSM) of Opinion of Probable Construction Cost (60-percent and Final Design) and Final Bid Form

Electronic Signed and Sealed copy (PDF) of the final design plans and specifications

Task 600 – Permits and Property

610 – Property and Right-of-Way Assistance

Easements – Refer to Task 330 above.

The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the 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. Such revisions may require additional fees. No title or deed research is included beyond that listed.

This scope assumes the CITY staff will obtain all necessary temporary construction easements and right-of-entry agreements utilizing the easement plats prepared by the Consultant.

Easement preparation will begin during detailed design and will be submitted to the CITY at the 60-percent design milestone. Rework of easement plats between the start of detailed design and the 60-percent completion milestone will be at no cost to the CITY.

620 – Permits

Construction Permit: Upon CITY approval of the Final Design documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Environmental Services (SCDES); work with SCDES and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDES with the required number of copies of plans and specifications needed for review and approval.

Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) for Over One Acre of Land Disturbance will be required by the City of Columbia and Richland County. Upon CITY approval of the Final Design drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia and Richland County. Consultant will provide all required submittal copies and respond to all inquiries by the CITY and County.

Wetlands Permit: This scope assumes the wetland delineation completed during the Preliminary Design Report may be used during final design plan preparation. Upon CITY approval of the 60-percent completion documents, Consultant will submit the 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 CITY is responsible for any mitigation costs (if required). At this time, it is assumed coverage under a Nationwide Permit (NWP) will be utilized for this project and that General or Individual Permit will not be necessary. It is assumed that a SCDES 401 Certification will also be required.

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 Final Design 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.

Railroad Permit: This scope assumes encroachment permits into the Norfolk Southern Railway (NSRR) will be required. Upon approval by the CITY of the 60-percent completion documents, Consultant will provide the City necessary documents to submit each required railroad permit application and work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals. The CITY is responsible for all insurance, fees, and other costs associated with field investigations, design reviews, or construction required by the railroad during review of the encroachment permit application approval process.

FEMA No-Rise Analysis: Since a portion of the project, including the new manhole/diversion structures are within a floodway, FEMA requires the submittal of a no-rise certification. Sub-consultant, CECS will coordinate with the FEMA floodplain manager for Richland County and provide the required certification and supporting technical data necessary for approval. It is anticipated that a no-rise certification will be approved without the requirement of completing a pre-construction Conditional Letter of Map Revision (CLOMR), which is not included in this scope.

Dominion Power Encroachment Agreement: Since a portion of the new 48-inch relief sewer alignment is adjacent or within the existing Dominion Power transmission line right-of-way, this scope assumes an encroachment agreement with Dominion Power will be necessary. Upon approval by the CITY of the 60-percent completion documents, Consultant will provide the City necessary documents to submit the required encroachment agreement request and work with the City of Columbia and assist the CITY in efforts to obtain the necessary agreements and /or approvals. The CITY is responsible for all insurance, fees, and other costs associated with field investigations, design reviews, or construction required by Dominion during review of the encroachment agreement approval process.

Permit application review durations vary from agency to agency. The timeframe shown on the proposed project schedule is an estimate and subject to change.

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 \$2,000.00 of permit fees are anticipated. The estimated fees for permits are as follows:

SCDES Construction Permit - \$450.00

Richland County Land Disturbance Permit - \$725.00

Additional Permit Fees - \$825.00

This cost will cover all permit fees apart from any wetland mitigation and railroad encroachment permit fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY.

Task 600 Deliverables:

Electronic copy (PDF) of eleven (11) Easement Exhibits

Application Packages for the following permits:

SCDES Permit to Construct

City of Columbia/Richland County Land Disturbance Permit(s)

USACE Wetlands Permit

SCDOT/City of Columbia Roadway Encroachment Permits

NSRR Right-of-Way Agreement

FEMA No-Rise Certification

Dominion Power Right-of-Way Encroachment Agreement

Task 700 – Bidding and Award

710 – Bidding Assistance

Bidding is to be for a single prime contract. Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), and attending the bid opening.

It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

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 with an electronic copy (PDF) of the Conformed Documents.

Task 700 Deliverables:

Bid Tabulation (electronic copy (PDF and .XLSM))

Recommendation of Award Letter (electronic copy (PDF))

Signed and Sealed (electronic copy (PDF)) of the Conformed Document

Task 800 – Engineering Services During Construction

810 – General Administration of Construction Contract

This scope assumes approximately 5,700 linear feet of new 48-inch sewer and associated new manholes will be constructed; 7,400 linear feet of 36-inch gravity sewer will be rehabilitated utilizing Cured-in-Place Pipe (CIPP) Lining or other alternative methods identified during Task 500 Final Design; approximately twenty-nine (29) manholes to be rehabilitated via calcium aluminate cementitious coating; and five (5) new manholes and/or diversion structures. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the duration of construction will be fourteen (14) months (four-hundred twenty-five (425) calendar days) for substantial completion and thirty (30) days for final completion with construction duration of four-hundred fifty-five (455) calendar days. An increase in the construction schedule may require an amendment to authorize additional construction services.

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

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

- As CITY's representative for the duration of the construction contract, all communications to and from the Contractor will go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;

- Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract.

- Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.

- One (1) in-person pre-construction meeting and fifteen (15) virtual monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 – Submittal & Pay Application Review

Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) up to fifty (50) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance

with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.

Request for Information (RFI): Consultant will review and respond to up to fifteen (15) Contractor RFIs as they relate to the contract requirements.

Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Testing Results: Consultant will review testing results of tests required by Contractor for contract compliance and comment on any results that appear to be out of compliance.

Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis for up to fifteen (15) total payment applications. Following review and acceptance of all required documents associated with applications for payment, Consultant will provide a Letter of Recommendation (electronic PDF) for payment to the CITY's attention to be included with the Contractor's final application for payment submittal to the CITY. The Consultant will load all final applications for payment to the CITY's SharePoint.

830 – Change Management

Change Orders and Time Extensions: Consultant will provide services in connection with up to six (6) change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY, Consultant, or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 – Completion Monitoring & Documentation

Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.

Final Inspections: Consultant will perform the following:

- Conduct two (2) walk-through inspections with the Contractor and the CITY to determine if the Project has reached substantial and final completion.

- Review all testing and inspection information provided in accordance with the construction specifications.

- Prepare a punch list of work items remaining.

- Conduct one (1) final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.

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

Stormwater Closeout Inspection & Notice of Termination

850 – Periodic Construction Observation

Construction Observation: Consultant's project engineer will visit the site to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the City against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:

This scope includes two (2) site visits per month for fifteen (15) months by the Project Engineer (30 total).

Consultant and Protégé will furnish part-time resident services during construction. Resident services will be split 50/50 between Consultant and Protégé. A Project Representative (RPR) is included for a fifteen (15) month duration of the project. The Consultant's RPR's compensation in Section II is based on a total of 815 hours with no overtime at an hourly rate of \$167.00 per hour. The Protégé's RPR's compensation in Section II is based on a total of 815 hours with no overtime at an hourly rate of \$132.00 per hour. The hourly rates are inclusive of all direct RPR expenses related to the periodic construction observation.

It is anticipated that construction work will take time to ramp up at the beginning and slowly taper off at the end with most of the work occurring during the middle of the construction period. The following is a breakdown on the proposed observation hours by the Consultant's and Protégé's Representative during the 65-week contract duration (1,630 total hours):

Weeks 1 to 8: 10 hours per week

Weeks 9 to 16: 20 hours per week

Weeks 17 to 61: 30 hours per week

Weeks 62 to 65: 10 hours per week

Task 1000 – Project Closeout

1010 – Record Drawings

Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. Contractor will be required to provide a final as-built survey in accordance with the CITY's general specifications and Consultant's technical specifications. Consultant will use final as-built survey to produce the record drawings. The final record drawings will be delivered electronically (PDF and CAD) and in a format compatible to the CITY's GIS system and loaded to the CITY's SharePoint. Efforts include addressing and responding to one (1) round of review comments provided by the CITY.

Consultant will update the condition ratings for all pipes and manholes in the project area with their final post-rehabilitation condition rating separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Post-Rehabilitation Condition Rating. Excel Work Summary spreadsheet to be provided by CW2020.

1020 – Punch List and Final Inspection

See Task 840 of this Scope of Services.

1030 – O&M Submittals

At the conclusion of the project, Consultant will receive, review, and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.

No O&M submittals are anticipated on this project.

Consultant will provide copies of the pre and post CCTV inspections to the CITY and will provide to CITY on hard drive with CITY transmittal and work summary.

1040 – Final Notice of Acceptability of the Work

See Task 840 of this agreement.

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

1050 – SCDES Permit to Operate

A SCDES permit to operate is anticipated for the new manhole/diversion structures and any new pipe segments associated with the final design.

Task 1100 – Additional Services

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

Additional manhole inspection beyond those completed during the PDR phase.

Additional gravity sewer cleaning and CCTV beyond that which was completed during the PDR phase.

Preparation of Army Corps of Engineers Individual Permit.

Additional gravity sewer and manhole design/rehabilitation/replacement/relocation and associated permitting above the limits included in project.

Easement Exhibits required in addition to the two (2) that are assumed for temporary construction and right-of-entry. Any additional exhibits will be paid for as stated in the following table. Unit prices include all tasks associated with these items in the scope as if they were originally included in the project scope.

Service	Unit	Unit Price
Additional Exhibit	EA	\$2,800.00

Additional easement exhibit revisions above and beyond two (2) iterations of revision requests issued by the City's Real Estate Department.

Additional Surveying outside original scope or for Record Drawings.

Additional Construction Services beyond the hours and time allotted under Task 800.

Additional geotechnical investigation and soil/groundwater testing outside original scope.

Additional permit application/processing fees exceeding the estimated NTE amount defined in sub task 630.

FEMA pre-construction CLOMR.

Wetlands mitigation plan.

Environmental Site Assessment.

Professional engineering services related to additional or extended design and construction services.

Effort associated with rebidding, impacts due to City initiated delays in bidding, and cancellation of the project. Bidding services are based on a forty-five (45) day advertisement period.

Additional meetings with agencies beyond those scheduled in the agreement.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant will 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.

II. COMPENSATION

The following changes to the initial SS7555 contract are recommended for this proposed amendment:

- Task 100 – “Evaluation and Project Administration” - \$125,000.00
- Task 200 – “Preliminary Planning, SSES, Evaluation and Analysis of Rehabilitation Alternatives” - \$0.00
- Task 300 – “Survey and Utility Mapping” - \$121,670.00
- Task 400 – “Geotechnical Investigation” - \$64,500.00
- Task 500 – “Final Design” - \$408,000.00
- Task 600 – “Permits and Property” - \$154,650.00
- Task 700 – “Bidding and Award” - \$26,100.00
- Task 800 – “Engineering Services During Construction” - \$386,000.00
- Task 900 – Not Used
- Task 1000 – “Project Closeout” - \$56,200.00
- Task 1100 – “Additional Services” - \$67,200.00

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

- Task 100 – “Evaluation and Project Administration” - \$220,345.00
- Task 200 – “Preliminary Planning, SSES, Evaluation and Analysis of Rehabilitation Alternatives” - \$805,973.00
- Task 300 – “Survey and Utility Mapping” - \$154,489.00
- Task 400 – “Geotechnical Investigation” - \$87,111.00
- Task 500 – “Final Design” - \$408,000.00
- Task 600 – “Permits and Property” - \$154,650.00
- Task 700 – “Bidding and Award” - \$26,100.00
- Task 800 – “Engineering Services During Construction” - \$386,000.00
- Task 900 – Not Used
- Task 1000 – “Project Closeout” - \$56,200.00
- Task 1100 – “Additional Services” - \$67,200.00
- Total - \$2,366,068.00

The new contract values based on the above recommended changes are presented below (Not-to-Exceed):

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Project Administration	\$95,345.00	\$0.00	\$125,000.00	\$220,345.00
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$805,973.00	\$0.00	\$0.00	\$805,973.00
Task 300	Survey and Utility Mapping	\$ 32,819.00	\$0.00	\$121,670.00	\$154,489.00
Task 400	Geotechnical Investigation	\$22,611.00	\$0.00	\$64,500.00	\$87,111.00
Task 500	Final Design	\$0.00	\$0.00	\$408,000.00	\$408,000.00
Task 600	Permits and Property	\$0.00	\$0.00	\$154,650.00	\$154,650.00
Task 700	Bidding and Award	\$0.00	\$0.00	\$ 26,100.00	\$26,100.00
Task 800	Engineering Services During Construction	\$0.00	\$0.00	\$386,000.00	\$386,000.00
Task 900	Not Used	N/A	N/A	N/A	N/A
Task 1000	Project Closeout	\$0.00	\$0.00	\$56,200.00	\$56,200.00
Task 1100	Additional Services	\$0.00	\$0.00	\$67,200.00	\$67,200.00
Total Fee		\$956,748.00	\$0.00	\$1,409,320.00	\$2,366,068.00

III. SCHEDULE

This Amendment will extend the completion date to May 16, 2028 as shown in the Table below.

Task Number	Start Date	Duration (Months)	End Date
100	5/15/2025	36	5/16/28
200	Complete		
300	5/15/25	19	12/8/26
400	5/15/25	3	8/6/25
500	5/22/2025	14	7/17/2026

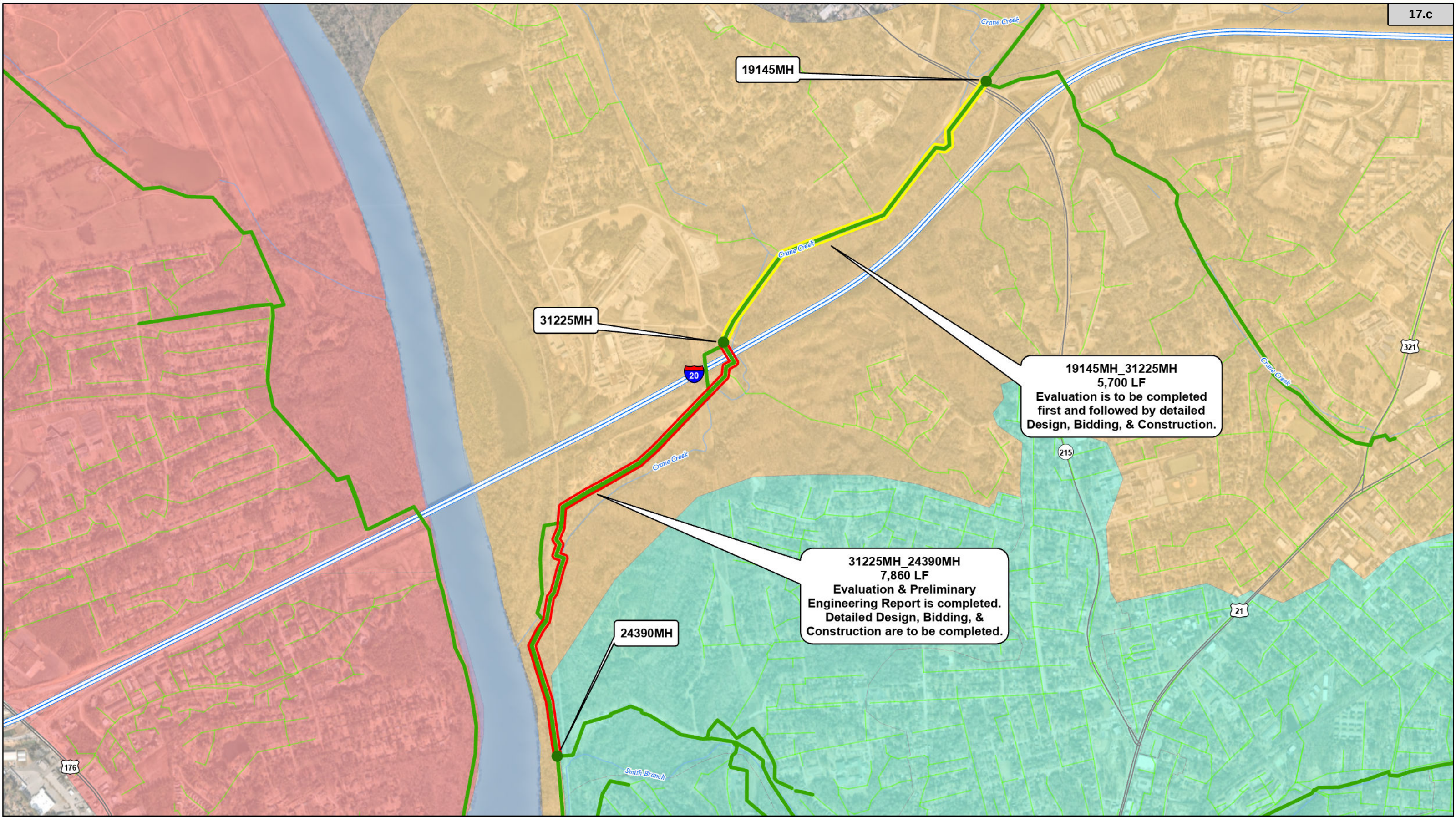
600	11/20/25	13	12/8/26
700	7/20/2026	5	12/8/2026
800	12/1/26	15	3/8/28
900	N/A		
1000	2/8/28	3	5/16/28
1100	5/15/2025	36	5/16/28

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Highfill Infrastructure Engineering (HIE) as a Protégé Firm, Bunnell-Lammons Engineering (BLE), Civil Engineering Consultant Services (CECS), Summit Engineering Group (Summit), and Wantman Group (WGI) as sub-consultant Firms, for a Protégé percentage of 72.77% and total combined Protégé/Sub-consultant percentage of 78.37%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, Hussey Gay Bell (HGB) has been added as a new sub-consultant for surveying services and is replacing Summit. This amendment will reduce the Protégé participation from the original contract from 72.77% to 34.27%, still exceeding the City's minimum requirement of 20%.

	Total Contract Amount	HIE Amount (Protégé)	% of Contract Amount	BLE Amount (Sub-consultant)	% of Contract Amount	CECS Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$956,748.00	\$696,315.00	72.77%	\$19,915.00	2.08%	\$11,966.00	1.25%
CA#1	\$0.00	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
CA#2	\$0.00	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
CA#3	\$0.00	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
CA#4	\$0.00	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
CA#5	\$1,409,320.00	\$114,600.00	8.13%	\$51,150.00	3.63%	\$103,141.00	7.32%
New Total Contract Amount	\$2,366,068.00	\$810,915.00	34.27%	\$71,065.00	3.0%	\$115,107.00	4.86%

Continued	Total Contract Amount	HGB Amount (Sub-consultant)	% of Contract Amount	Summit Amount (Sub-consultant)	% of Contract Amount	WGI Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$956,748.00	\$0.00	0.0%	\$13,500.00	1.41%	\$8,250.00	0.86%
CA#1	\$0.00	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
CA#2	\$0.00	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
CA#3	\$0.00	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
CA#4	\$0.00	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
CA#5	\$1,409,320.00	\$75,500.00	5.36%	\$0.00	0.0%	\$0.00	0.0%
New Total Contract Amount	\$2,366,068.00	\$75,500.00	3.19%	\$13,500.00	0.57%	\$8,250.00	0.35%



 MTW: 3/4/2025 CW2020_Master/ProductionMaps/ProjectLocation_Maps/CIP	 SS7555	 Sewer Gravity Mains ($\geq 15"$)	Sewer Basin Boundaries	
	 SS7555	 Sewer Gravity Main	 Broad River	 Rocky Branch
 Sewer Manhole		 Crane Creek	 Saluda River	
		 Gills Creek	 Smith Branch	
		 Mill Creek	 West Columbia	


1:15,000
0 500 1,000 Feet

**SS7555
Lower Crane Creek
Relief Sewer Phase 2**
Prepared For: Colu

Packet Pg. 205



Office of Business Opportunities
1401 Main Street Columbia, SC 29201 • Phone: 803-545-3950

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

From: Ayesha Driggers, Director
Office of Business Opportunities

Date: March 19, 2025

Subject: Contract Amendment #5- Lower Crane Creek Relief Sewer Phase II
(SS7555) MPP

The original project contract amount was \$956,748.00. The original amount received by the protégé was \$699,315.00 or 72.78% of the original contract amount. The revised total contract amount is \$2,366,068.00 and the protégé will receive \$810,915.00 or 34.27% of the revised total contract amount.

The protégé participation on this contract amendment is 8.13% and the protégé participation for the overall project will be 34.27%. Highfill Infrastructure Engineering will provide assistance with project investigation and coordination on this contract amendment.

Please find the attached MPP Contract Amendment Form.

If you have any questions or concerns please do not hesitate to contact our office.



MEETING DATE: April 1, 2025

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to Ratify six (6) Emergency Procurements, as requested by Columbia Water. Award to the lowest responsive bidder for each project in the total amount of \$1,752,553.01.

REQUISITION NO.: R230664, R231362, R231406, R232622, R233179, R233189

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor	Description	Amount
a.	Bio-Nomic Services, Inc. Belmont, NC	Rental of one (1) centrifuge for the Metro Wastewater Treatment Plant, as requested on September 16, 2024.	\$170,000.00
<i>Funding Source: Utilities Metro Wastewater Plant – Equipment Lease/Rental (5516208-636400). The original budget amount is \$170,000.00.</i>			
b.	Lake Murray Utility Company, Inc. Chapin, SC	6" Water Main work along Steadham Road and Hulda Avenue, as requested on November 1, 2024.	\$478,920.00
<i>Funding Source: Water and Sewer Capital Projects – 6" Water Main along Steadham and Hulda – Capital Project Costs (5529999-WM481101-658650). The original budget amount is \$478,920.00.</i>			
c.	GH Smith Construction Company, Inc. Columbia, SC	Tall Pines Circle Emergency Water Main Relocation, as requested on November 6, 2024.	\$103,092.00
<i>Funding Source: Water and Sewer Capital Projects – Tall Pines Circle Water Main Relocation – Capital Project Costs (5529999-WM483201-658650). The original budget amount is \$103,092.00.</i>			
d.	CR Jackson, Inc. Columbia, SC	Asphalt repair at Garners Ferry Road and Brandon Avenue, as requested on February 11, 2025.	\$237,705.30

<i>Funding Source: Engineering-Water Systems Improvement – Special Contracts – Water/Sewer, Stormwater (5516220-638305). The original budget amount is \$237,705.30.</i>			
e.	LAD Construction, LLC Swansea, SC	12" Waterline repair at Greene Street and Park Street, as requested on March 17, 2025.	\$556,066.35
<i>Funding Source: Engineering Wastewater Systems Improvement – Special Projects (5516221-638500). The original budget amount is \$556,066.35.</i>			
f.	GH Smith Construction Company, Inc. Columbia, SC	Broken waterline repair at Coldstream Drive and Meridian Court, as requested on March 17, 2025.	\$206,769.36
<i>Funding Source: Engineering-Water Systems Improvement – Special Contracts – Water/Sewer, Stormwater (5516220-638305). The original budget amount is \$206.769.36.</i>			
Total			\$1,752,553.01

ATTACHMENTS:

- **#a:** Bio-Nomic Systems Inc Written Determination (PDF)
- **#b:** Lake Murray Written Determination (PDF)
- **#c:** GH Smith Written Determination (PDF)
- **#d:** McCormick Taylor Inc Written Determination (PDF)
- **#e:** CR Jackson Written Determination (PDF)
- **#f:** LAD Construction Written Determination (PDF)
- **#g:** GH Smith Construction Company Written Determination (PDF)

CITY OF COLUMBIA

DEPARTMENT OF PROCUREMENT AND CONTRACTS
1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
OFFICE: 803-545-3470 FAX: 803-758-1013
procurement@columbiasc.gov

Written Determination for Procurement Exceptions

Need/Description:	Emergency Centrifuge Rental
Estimated Budget:	\$170,000.00
Requisition Number:	R230664
End Using Department:	Metro WWTP
City Contracts/Project Mgr:	Stephen Sealey
Proposed Contractor:	Bio-Nomic Services Inc.
Contractor Contact Info:	

Procurement Exception:

- ☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)
- ☐ Negotiations after unsuccessful competitive sealed bidding
- ☐ Sole Source procurements
- ☐ (1) Where compatibility of equipment, accessories, or replacement parts is the paramount consideration
- ☐ (2) where a sole supplier's item is needed for trial use or testing
- ☐ (3) where a sole supplier's item is to be procured for resale
- ☐ (4) where public utility services are to be procured
- ☐ (5) where the item is one of a kind
- ☐ (6) printed forms, pamphlets, and brochures, exclusive of printing equipment
- ☒ Emergency procurements
- ☒ (1) threaten the functioning of city government
- ☐ (2) threaten the preservation or protection of property
- ☐ (3) threaten the health or safety of any person
- ☐ Procurement of information technology
- ☐ Leasing of real property for governmental use
- ☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.
- ☐ Other

NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

(Please justify why a Procurement Exception is determined to be in the best interest of the City to accommodate this project need and why a Competitive Sealed Bid (i.e., Invitation for Bid) would not. Briefly describe the scope of services and outline factors that are required for evaluation in addition to price. This must be approved prior to issuance of a solicitation.)

Insert the basis and justification for requesting an exception to competitive process here:

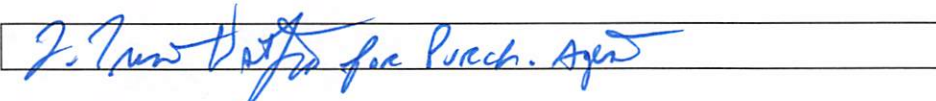
We currently only have one running centrifuge, if this one were to go down we will have to shut down Dewatering until we can get another centrifuge here or ours up and running. If Dewatering goes down we would not be able to remove the solids from the plant, causing our digesters to start overflowing and backing up all plant operations and eventually stop all treatment of wastewater coming into the plant.



Signature of End User Department Head

10-25-2024

Date



Signature of Purchasing Agent

10/25/2024

Date



BIO-NOMIC SERVICES

A Carylton Company

530 Woodlawn Street
Belmont, NC 28012
p (704) 529 0000
f (704) 529-1648
www.bio-nomic.com

Date: September 9, 2024
Proposal No.: 24310

SUBMITTED TO:

Columbia Water
PO Box 147
Columbia, SC 29217
Attn: Stephen Sealey
Phone: 803-545-0208
Email: Stephen.Sealey@columbiasc.gov

RE: Mobile Centrifuge Rental

In accordance with your request, we are pleased to submit this proposal for equipment rental services.

SCOPE:

Rental of one (1) mobile centrifuge. Unit becomes fully operational upon connection of appropriate utilities. Services include mobilization, start-up, training and demobilization. The equipment will originate from Belmont, North Carolina. Based on our recent site visit it appears that a 12 hour operational shift for 5 days per week is adequate. Operational rates and an equipment standby rate is listed.

BIO-NOMIC SERVICES, INC. SHALL FURNISH:

Trailer mounted self-contained centrifuge system
Stabilization jacks
Control panel
Process monitoring panel
20' power cord to attached to site disconnect
Discharge auger/conveyor
Polymer injection
Sludge pump
Water system for bowl flush and processing water

The sludge/polymer feed system may be bypassed in favor of using the WWTP site system should that be more convenient.

COLUMBIA WATER SHALL FURNISH:

All access, openings, and right of way to the work area; any local fees or permits; firm level area to operate and maintain the equipment; 480 volt 3-phase electric power; hydrant water source for process; gravity draining centrate water receptacle; disposal of dewatered sludge and debris. Polymer for sludge conditioning may be provided by customer's present supplier.

PRICING:**a.) Equipment Rental Rates**

Mobile Self-Contained Centrifuge
Standard Operating Rate

\$7,000.00/Week

Alternate Standby Rate

\$4,000.00/Week

Note 1): Standard Operating rate is up to 12 hour shift/day; 5 days per week. Multiply the rate X 1.75 for multiple shift; 5 days per week operations. Multiple the rate X 2.5 for unlimited operations.

Note 2): The Alternate Standby Rate is for weeks when unit is not operated and remains on site for backup purposes.

b.) Support Services

Preparation and Transportation of Equipment and
Personnel to/from site:

\$ 12,000.00

Technician (Operations of Centrifuge and Site Services):

\$ 125.00/Hour/Technician

Technician Per Diem:

\$ 150.00/Day/Technician

SUMMARY:

Proposal for temporary mobile centrifuge services has been provided. Alternatively, belt filter press services are also available. Bio-Nomic Services has provided temporary belt filter press services at Columbia Metro WWTP in the past to assist with plant operations.

Sincerely,

Bio-Nomic Services, Inc.

Customer:

Joel L. Coert

Accepted By: _____

Joel L. Coert
VP/Division Manager
800-782-6798

Name Printed: _____

Title: _____

Date: _____

cc. Hazen & Sawyer

APPROVED AS TO FORM

Quinn
Legal Department City of Columbia, SC

9/23/2024

Vagh
EVP

**BIO-NOMIC SERVICES, INC.
GENERAL TERMS AND CONDITIONS**

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

~~**Customer Provided Labor:** Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement.~~ 28

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

~~**Indemnification:** The Customer and the Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.~~ 28

Credit Policy: Regular Terms are Net 30 Days. The company will charge interest at the rate of 1-1/2% per month on all invoices outstanding 60 days past invoice date. If you are a new customer all invoices must be prepaid or secured with a credit card prior to commencement.

Pricing Adjustments: A fuel surcharge will be included on pricing based on Department of Energy EIA Energy Information Administration weekly rates; June 1, 2007 is the base line date. Any increases in material costs during the project will be included as an increased adjustment to the invoice. If this proposal should develop into a long term project the pricing will be adjusted yearly based on the municipal cost index published in The American City & County magazine.

~~**Entire Agreement:** This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written.~~ The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof. J.P.

See the City of Columbia Purchase Order Terms and Conditions and Insurance requirements.



CITY OF COLUMBIA
 DEPARTMENT OF PROCUREMENT AND CONTRACTS
 1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
 OFFICE: 803-545-3470 FAX: 803-758-1013
 procurement@columbiasc.gov

Written Determination for Procurement Exceptions

Need/Description:	Construction services for replacement waterline
Estimated Budget:	\$478,920
Requisition Number:	R231362
End Using Department:	Engineering
City Contracts/Project Mgr:	Aaron Marshall
Proposed Contractor:	Lake Murray Utility Co., Inc.
Contractor Contact Info:	803-732-7849

Procurement Exception:

- ☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)
- ☐ Negotiations after unsuccessful competitive sealed bidding
- ☐ Sole Source procurements
- ☐ (1) Where compatibility of equipment, accessories, or replacement parts is the paramount consideration
☐ (2) where a sole supplier's item is needed for trial use or testing
☐ (3) where a sole supplier's item is to be procured for resale
☐ (4) where public utility services are to be procured
☐ (5) where the item is one of a kind
☐ (6) printed forms, pamphlets, and brochures, exclusive of printing equipment
- ☒ Emergency procurements
- ☐ (1) threaten the functioning of city government
☐ (2) threaten the preservation or protection of property
☒ (3) threaten the health or safety of any person
- ☐ Procurement of information technology
- ☐ Leasing of real property for governmental use
- ☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.
- ☐ Other

NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

(Please justify why a Procurement Exception is determined to be in the best interest of the City to accommodate this project need and why a Competitive Sealed Bid (i.e., Invitation for Bid) would not. Briefly describe the scope of services and outline factors that are required for evaluation in addition to price. This must be approved prior to issuance of a solicitation.)

Insert the basis and justification for requesting an exception to competitive process here:

A lack of water quality in the form of low pressure to residents and constant water line breaks on Steadham Dr created an emergency need to upgrade the water main. LMU was the lowest of the three responsive bidders and was able to begin work immediately. During the course of the construction, the project had to be extended in order to reach a serviceable water main for connection, causing a higher final cost than the initial bid.

Dana Higgins

Signature of End User Department Head

11/4/24

Date

Shannon Kizewski

Signature of Purchasing Agent

11/6/2024

Date

Bolling, Andrea R

From: Bryan, Frances E
Sent: Wednesday, October 16, 2024 2:34 PM
To: Bolling, Andrea R
Cc: Marshall, Aaron N; Teague, Katilyn
Subject: WM4811 Steadham Rd Emergency Project
Attachments: WM4811 Steadham Rd.pdf; WM4811 6in Water Main-Steadham Rd and Hulda Dr. Bid.xlsx; WM4811 Steadham Rd-Compilation of Bids.pdf; WM4811 6in Water Main-Steadham Rd and Hulda Dr. Bid.pdf

Andrea –

Can you review the attached drafted emergency justification package? I drafted it assuming that we would be doing the budget transfer from WM432325, but of course want you to confirm that before Katilyn initiates the transfer ☺. The amount of the budget transfer should be \$478,920.00.

As backup, we have:

- The compilation of the initial 3 bids received.
- A revised bid form with the updated quantities. (The project had to be extended because the 2" we proposed to connect to was exposed to only be a ¾" line. Through the project extension, we were able to upgrade additional low pressure service lines and remove the ¾" from service as well.) We are waiting on LMU to provide this in pay app format, but have confirmed that this is the final project total.
- Drafted emergency justification form, which includes a comment about the project extension.

Frances E. Bryan, P.E.

Assistant City Engineer - Design
 Columbia Water
 Department of Engineering
 PO Box 147, Columbia, SC 29217
 Office: 803-545-3544
 Cell: 803-923-0101



WM4811 6" WATER MAIN CONSTRUCTION ALONG STEADHAM RD AND HULDA AVE
 BID FORM
 Lake Murray Utility Company, Inc.

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	6" DIP Water Main or Equivalent (To include all Fittings, Bends, & Appurtenances)	980	LF	\$105.00	\$ 102,900.00
2	6" DIP Joint-Restrained Pipe (to include all Fittings, Bends, & Appurtenances)	552	LF	\$115.00	\$ 63,480.00
3	6" 22.5 Degree Bend (3-6" 90's/1-8x6" Reducer- no 22.5)	4	EA	\$650.00	\$ 2,600.00
4	6"x 6" Tapping Sleeve & Valve with Box, Cover, & Concrete Collar	3	EA	\$8,000.00	\$ 24,000.00
5	6" x 6" Tee	3	EA	\$850.00	\$ 2,550.00
6	6" Gate Valve	7	EA	\$2,300.00	\$ 16,100.00
7	1" Jumper Tap	1	EA	\$5,000.00	\$ 5,000.00
8	1" x 2" Reducer	1	EA	\$150.00	\$ 150.00
9	2" x 6" Reducer	1	EA	\$350.00	\$ 350.00
10	6" Test Cap	2	EA	\$500.00	\$ 1,000.00
11	Thrust Block	8	EA	\$250.00	\$ 2,000.00
12	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	2	EA	\$8,500.00	\$ 17,000.00
13	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket.	14	EA	\$2,300.00	\$ 32,200.00
14	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt.	13	EA	\$1,800.00	\$ 23,400.00
15	Abandonment of Existing Water Main - Cuts & Caps (Includes Excavation & Backfill)	5	EA	\$2,000.00	\$ 10,000.00
16	Saw Cut and Remove Asphalt Pavement (valley gutter, road crossings, & driveways). Contractor to be paid by Tickets provided to City's Inspector. Truck must be weighed and Ticket provided for each load.	183	TONS	\$200.00	\$ 36,596.00
17	Replace Asphalt Pavement (valley gutter, road crossings, intersections) & driveways: Contractor to be paid by Tickets provided to City's Inspector.	183	TONS	\$300.00	\$ 54,894.00
18	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	166	CY	\$200.00	\$ 33,200.00
19	Remove and Replace Concrete Driveways. Contractor to be paid by Tickets provided to City Inspector.	0	CY	\$1,000.00	\$ 11,000.00
20	Erosion and Sediment Control (to include Silt Fence and Sediment Tubes)	2	LS	\$1,500.00	\$ 3,000.00
21	Restoration (to include, but not limited to Sod & Seed Replacement)	0.30	AC	\$50,000.00	\$ 15,000.00
22	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	2	LS	\$5,000.00	\$ 10,000.00
SUBTOTAL:					\$ 466,420.00
22	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all items excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	\$ 12,500.00	\$ 12,500.00
TOTAL BID:					\$ 478,920.00



WM4811

STEADHAM RD AND HULDA AVE 6" WATER MAIN UPGRADE

Bid Tally
8/20/2024

Contractor	Total Bid
Lake Murray Utility Co.	\$ 268,045.00
Lad Construction	\$ 325,490.00
GH Smith	\$ 339,640.00
Carolina Tap & Bore	No Bid

WM4811 6" WATER MAIN CONSTRUCTION ALONG STEADHAM RD AND HULDA AVE
 BID FORM
 Lake Murray Utility Company, Inc.

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	6" DIP Water Main or Equivalent (To include all Fittings, Bends, & Appurtenances)	593	LF	\$105.00	\$ 62,265.00
2	6" DIP Joint-Restrained Pipe (to include all Fittings, Bends, & Appurtenances)	272	LF	\$115.00	\$ 31,280.00
3	6" 22.5 Degree Bend	2	EA	\$650.00	\$ 1,300.00
4	6"x 6" Tapping Sleeve & Valve with Box, Cover, & Concrete Collar	3	EA	\$8,000.00	\$ 24,000.00
5	6" x 6" Tee	2	EA	\$850.00	\$ 1,700.00
6	6" Gate Valve	4	EA	\$2,300.00	\$ 9,200.00
7	1" Jumper Tap	1	EA	\$5,000.00	\$ 5,000.00
8	1" x 2" Reducer	1	EA	\$150.00	\$ 150.00
9	2" x 6" Reducer	1	EA	\$350.00	\$ 350.00
10	6" Test Cap	1	EA	\$500.00	\$ 500.00
11	Thrust Block	4	EA	\$250.00	\$ 1,000.00
12	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	\$8,500.00	\$ 8,500.00
13	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket.	2	EA	\$2,300.00	\$ 4,600.00
14	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt.	10	EA	\$1,800.00	\$ 18,000.00
15	Abandonment of Existing Water Main - Cuts & Caps (Includes Excavation & Backfill)	3	EA	\$2,000.00	\$ 6,000.00
16	Saw Cut and Remove Asphalt Pavement (valley gutter, road crossings, & driveways). Contractor to be paid by Tickets provided to City's Inspector. Truck must be weighed and Ticket provided for each load.	74	TONS	\$200.00	\$ 14,800.00
17	Replace Asphalt Pavement (valley gutter, road crossings, intersections) & driveways: Contractor to be paid by Tickets provided to City's Inspector.	74	TONS	\$300.00	\$ 22,200.00
18	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	86	CY	\$200.00	\$ 17,200.00
19	Remove and Replace Concrete Driveways. Contractor to be paid by Tickets provided to City Inspector.	11	CY	\$1,000.00	\$ 11,000.00
20	Erosion and Sediment Control (to include Silt Fence and Sediment Tubes)	1	LS	\$1,500.00	\$ 1,500.00
21	Restoration (to include, but not limited to Sod & Seed Replacement)	0.20	AC	\$50,000.00	\$ 10,000.00
22	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	1	LS	\$5,000.00	\$ 5,000.00
				SUBTOTAL:	\$ 255,545.00
22	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all items excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	\$ 12,500.00	\$ 12,500.00
				TOTAL BID:	\$ 268,045.00

**WM4811 6" WATER MAIN CONSTRUCTION ALONG STEADHAM RD AND HULDA AVE
BID FORM**

LAD CONSTRUCTION, LLC

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	6" DIP Water Main or Equivalent (To include all Fittings, Bends, & Appurtenances)	593	LF	\$150.00	\$ 88,950.00
2	6" DIP Joint-Restrained Pipe (to include all Fittings, Bends, & Appurtenances)	272	LF	\$175.00	\$ 47,600.00
3	6" 22.5 Degree Bend	2	EA	\$750.00	\$ 1,500.00
4	6"x 6" Tapping Sleeve & Valve with Box, Cover, & Concrete Collar	3	EA	\$5,150.00	\$ 15,450.00
5	6" x 6" Tee	2	EA	\$1,000.00	\$ 2,000.00
6	6" Gate Valve	4	EA	\$2,500.00	\$ 10,000.00
7	1" Jumper Tap	1	EA	\$1,500.00	\$ 1,500.00
8	1" x 2" Reducer	1	EA	\$500.00	\$ 500.00
9	2" x 6" Reducer	1	EA	\$1,000.00	\$ 1,000.00
10	6" Test Cap	1	EA	\$350.00	\$ 350.00
11	Thrust Block	4	EA	\$750.00	\$ 3,000.00
12	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	\$10,000.00	\$ 10,000.00
13	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket.	2	EA	\$3,000.00	\$ 6,000.00
14	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt.	10	EA	\$1,750.00	\$ 17,500.00
15	Abandonment of Existing Water Main - Cuts & Caps (Includes Excavation & Backfill)	3	EA	\$2,000.00	\$ 6,000.00
16	Saw Cut and Remove Asphalt Pavement (valley gutter, road crossings, & driveways). Contractor to be paid by Tickets provided to City's Inspector. Truck must be weighed and Ticket provided for each load.	74	TONS	\$100.00	\$ 7,400.00
17	Replace Asphalt Pavement (valley gutter, road crossings, intersections) & driveways: Contractor to be paid by Tickets provided to City's Inspector.	74	TONS	\$350.00	\$ 25,900.00
18	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	86	CY	\$185.00	\$ 15,910.00
19	Remove and Replace Concrete Driveways. Contractor to be paid by Tickets provided to City Inspector.	11	CY	\$1,100.00	\$ 12,430.00
20	Erosion and Sediment Control (to include Silt Fence and Sediment Tubes)	1	LS	\$2,500.00	\$ 2,500.00
21	Restoration (to include, but not limited to Sod & Seed Replacement)	0.20	AC	\$100,000.00	\$ 20,000.00
22	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	1	LS	\$15,000.00	\$ 15,000.00
SUBTOTAL:				\$	310,490.00
22	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all items excluding Mobilization/Demobilization per Specification 15.67.2)	1	LS	\$ 15,000.00	\$ 15,000.00
TOTAL BID:				\$	325,490.00

**WM4811 6" WATER MAIN CONSTRUCTION ALONG STEADHAM RD AND HULDA AVE
BID FORM**

GH Smith Construction, Inc. 803-622-5139 Jerry Smith

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	6" DIP Water Main or Equivalent (To include all Fittings, Bends, & Appurtenances)	593	LF	\$148.00	\$ 87,764.00
2	6" DIP Joint-Restrained Pipe (to include all Fittings, Bends, & Appurtenances)	272	LF	\$158.00	\$ 42,976.00
3	6" 22.5 Degree Bend	2	EA	\$500.00	\$ 1,000.00
4	6"x 6" Tapping Sleeve & Valve with Box, Cover, & Concrete Collar	3	EA	\$6,500.00	\$ 19,500.00
5	6" x 6" Tee	2	EA	\$1,000.00	\$ 2,000.00
6	6" Gate Valve	4	EA	\$2,400.00	\$ 9,600.00
7	1" Jumper Tap	1	EA	\$2,000.00	\$ 2,000.00
8	1" x 2" Reducer	1	EA	\$300.00	\$ 300.00
9	2" x 6" Reducer	1	EA	\$800.00	\$ 800.00
10	6" Test Cap	1	EA	\$800.00	\$ 800.00
11	Thrust Block	4	EA	\$200.00	\$ 800.00
12	New Fire Hydrant Assembly (to include the Tee, Gate Valve, Thrust Block, Hydrant Lead, & Hydrant)	1	EA	\$9,000.00	\$ 9,000.00
13	Renew & Reconnect Water Services - LONG (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long Services are considered services that interface with asphalt (To be dry-bored). If it is determined that open cut is required, the Contractor will be required to use a 1' bucket.	2	EA	\$2,400.00	\$ 4,800.00
14	Renew and Reconnect Water Services - SHORT (1" Poly w/ Tracer Wire, Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt.	10	EA	\$1,600.00	\$ 16,000.00
15	Abandonment of Existing Water Main - Cuts & Caps (includes Excavation & Backfill)	3	EA	\$5,000.00	\$ 15,000.00
16	Saw Cut and Remove Asphalt Pavement (valley gutter, road crossings, & driveways). Contractor to be paid by Tickets provided to City's Inspector. Truck must be weighed and Ticket provided for each load.	74	TONS	\$300.00	\$ 22,200.00
17	Replace Asphalt Pavement (valley gutter, road crossings, intersections) & driveways: Contractor to be paid by Tickets provided to City's Inspector.	74	TONS	\$400.00	\$ 29,600.00
18	SCDOT Excavatable Flowable Fill - 200 psi (3 ft deep)	86	CY	\$200.00	\$ 17,200.00
19	Remove and Replace Concrete Driveways. Contractor to be paid by Tickets provided to City Inspector.	11	CY	\$1,000.00	\$ 11,000.00
20	Erosion and Sediment Control (to include Silt Fence and Sediment Tubes)	1	LS	\$7,500.00	\$ 7,500.00
21	Restoration (to include, but not limited to Sod & Seed Replacement)	0.20	AC	\$100,000.00	\$ 20,000.00
22	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced, no payment will be made for this item.	1	LS	\$10,000.00	\$ 10,000.00
SUBTOTAL:					\$ 329,640.00
23	Mobilization/Demobilization (Not to Exceed 5% of Subtotal of all items excluding Mobilization/Demobilization per Specification 15.57.2)	1	LS	\$ 10,000.00	\$ 10,000.00
TOTAL BID:					\$ 339,640.00

GH Smith Construction, Inc
430 Shuler Court
Columbia, SC 29212



CITY OF COLUMBIA
 DEPARTMENT OF PROCUREMENT AND CONTRACTS
 1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
 OFFICE: 803-545-3470 FAX: 803-758-1013
 procurement@columbiasc.gov

Written Determination for Procurement Exceptions

Need/Description:	Emergency Waterline Work - Tall Pines Road
Estimated Budget:	\$100,000
Requisition Number:	R231406
End Using Department:	Eng
City Contracts/Project Mgr:	Andrea Bolling
Proposed Contractor:	GH Smith
Contractor Contact Info:	Karen ghsmithconst@aol.com

Procurement Exception:

- ☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)
- ☐ Negotiations after unsuccessful competitive sealed bidding
- ☐ Sole Source procurements
- ☐ (1) Where compatibility of equipment, accessories, or replacement parts is the paramount consideration
☐ (2) where a sole supplier's item is needed for trial use or testing
☐ (3) where a sole supplier's item is to be procured for resale
☐ (4) where public utility services are to be procured
☐ (5) where the item is one of a kind
☐ (6) printed forms, pamphlets, and brochures, exclusive of printing equipment
- ☒ Emergency procurements
- ☐ (1) threaten the functioning of city government
☒ (2) threaten the preservation or protection of property
☒ (3) threaten the health or safety of any person
- ☐ Procurement of information technology
- ☐ Leasing of real property for governmental use
- ☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.
- ☐ Other

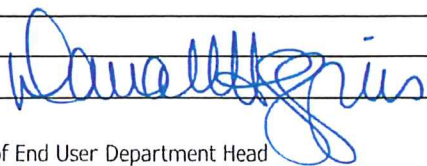
NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

(Please justify why a Procurement Exception is determined to be in the best interest of the City to accommodate this project need and why a Competitive Sealed Bid (i.e., Invitation for Bid) would not. Briefly describe the scope of services and outline factors that are required for evaluation in addition to price. This must be approved prior to issuance of a solicitation.)

Insert the basis and justification for requesting an exception to competitive process here:

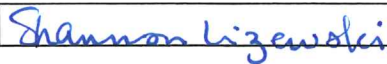
A waterline break and severe road damage caused a public health and safety concern. GH Smith was available and ready to begin work immediately as they had crews stationed in the area for another job.



Signature of End User Department Head

11/7/24

Date



Signature of Purchasing Agent

11/8/2024

Date

CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT				
DEPARTMENT NAME	Engineering	DIVISION NAME	Water Distribution	DATE
PROJECT NAME	TALL PINES CIR EMERGENCY WATER MAIN RELOCATION			NEW PROJECT? Yes
PROJECT ID	WM483201		PROJECT TYPE	Capital
MANAGER NAME	BENNIE GABLE			

THIS SECTION TO BE COMPLETED BY DEPARTMENT									
REVENUE BUDGET CONTROL- identifies source of funding									
AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE							
\$	103,092.00	WM432325	UNFORESEEN PROJECTS						
\$	103,092.00								
EXPENDITURE BUDGET CONTROL- creates capital project line item budget									
BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)		
23/24	658650	552	9999	WM483201	\$	103,092.00	\$	103,092.00	
					TOTALS:	\$	-	\$	103,092.00
EXPLANATION	WM483201 - TALL PINES CIR EMERGENCY WATER MAIN RELOCATION								

DEPARTMENT MANAGER	<i>David Wilson</i>	10/16/24	AUTHORIZED SIGNATURES: ASST CITY MANAGER <i>LEE S.</i> CITY MANAGER <i>David Wilson</i>	10/16/2024
DIVISION MANAGER	<i>David Wilson</i>	10/16/24		10/17/2024



CITY OF COLUMBIA
 DEPARTMENT OF PROCUREMENT AND CONTRACTS
 1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
 OFFICE: 803-545-3470 FAX: 803-758-1013
 procurement@columbiasc.gov

Written Determination for Procurement Exceptions

Need/Description:	SD8539 Emergency Stream Wall Replacement at Manse Street
Estimated Budget:	\$178,916.00
Requisition Number:	Pending budget transfer
End Using Department:	Engineering
City Contracts/Project Mgr:	Frances Bryan
Proposed Contractor:	McCormick Taylor
Contractor Contact Info:	Jason Hetrick, 803-251-9838, jmhetrick@mccormicktaylor.com

Procurement Exception:

- ☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)
- ☐ Negotiations after unsuccessful competitive sealed bidding
- ☐ Sole Source procurements
- ☐ (1) Where compatibility of equipment, accessories, or replacement parts is the paramount consideration
☐ (2) where a sole supplier's item is needed for trial use or testing
☐ (3) where a sole supplier's item is to be procured for resale
☐ (4) where public utility services are to be procured
☐ (5) where the item is one of a kind
☐ (6) printed forms, pamphlets, and brochures, exclusive of printing equipment
- ☒ Emergency procurements
- ☐ (1) threaten the functioning of city government
☒ (2) threaten the preservation or protection of property
☒ (3) threaten the health or safety of any person
- ☐ Procurement of information technology
- ☐ Leasing of real property for governmental use
- ☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.
- ☐ Other

NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

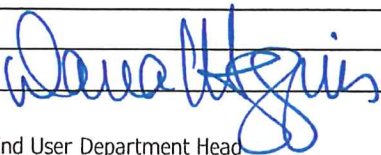
Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

(Please justify why a Procurement Exception is determined to be in the best interest of the City to accommodate this project need and why a Competitive Sealed Bid (i.e., Invitation for Bid) would not. Briefly describe the scope of services and outline factors that are required for evaluation in addition to price. This must be approved prior to issuance of a solicitation.)

Insert the basis and justification for requesting an exception to competitive process here:

A portion of stacked masonry wall along an unnamed tributary of Bay Branch has begun to experience failure, with large sink holes forming behind the wall. The continued collapse of the wall threatens residential structures built in close proximity to the wall. The City has storm drainage easements on these properties for the maintenance of the wall.

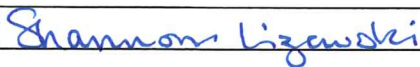
The replacement of this wall will require structural and hydrologic and hydraulic engineering by a licensed engineer. McCormick Taylor is available to begin this design immediately and has recent experience with a very similar and successful City job, shortening their design lead time significantly.



Signature of End User Department Head

11/13/24

Date



Signature of Purchasing Agent

11/13/2024

Date



CITY OF COLUMBIA
 DEPARTMENT OF PROCUREMENT AND CONTRACTS
 1800 MAIN STREET, 2nd FLOOR, COLUMBIA, SC 29201
 OFFICE: 803-545-3470 FAX: 803-758-1013
 procurement@columbiasc.gov

Written Determination for Procurement Exceptions

Need/Description:	Emergency Procurement
Estimated Budget:	\$237,705.30
Requisition Number:	R232622
End Using Department:	Engineering
City Contracts/Project Mgr:	Makenzie Flood
Proposed Contractor:	CR Jackson
Contractor Contact Info:	Evans Davis

Procurement Exception:

☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)

☐ Negotiations after unsuccessful competitive sealed bidding

☐ Sole Source procurements

☐ (1) Where compatibility of equipment, accessories, or replacement parts is the paramount consideration

☐ (2) where a sole supplier's item is needed for trial use or testing

☐ (3) where a sole supplier's item is to be procured for resale

☐ (4) where public utility services are to be procured

☐ (5) where the item is one of a kind

☐ (6) printed forms, pamphlets, and brochures, exclusive of printing equipment

☒ Emergency procurements

☐ (1) threaten the functioning of city government

☒ (2) threaten the preservation or protection of property

☒ (3) threaten the health or safety of any person

☐ Procurement of information technology

☐ Leasing of real property for governmental use

☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.

☐ Other

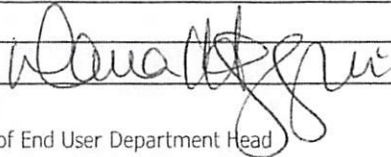
NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

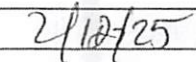
(Please justify why a Procurement Exception is determined to be in the best interest of the City to accommodate this project need and why a Competitive Sealed Bid (i.e., Invitation for Bid) would not. Briefly describe the scope of services and outline factors that are required for evaluation in addition to price. This must be approved prior to issuance of a solicitation.)

Insert the basis and justification for requesting an exception to competitive process here:

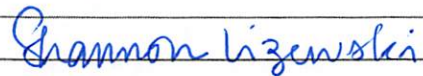
The roadway was severely damaged due to a water main break and was in need of immediate repair to ensure public safety.



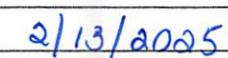
Signature of End User Department Head



Date



Signature of Purchasing Agent



Date

BID ANALYSIS
PROJECT NAME: GARNERS FERRY RD AT BRANDON AVE ASPHALT REPAIR
CIP # WM4846

	Description			Estimate		CR Jackson	
				Unit Price	Amount	Unit Price	Amount
1	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 22,500.00	\$ 22,500.00
2	Mill and Remove 6" of Asphalt. To be paid by weight tickets provided to Inspector.	250	TN	\$ 500.00	\$ 125,000.00	\$ 300.00	\$ 75,000.00
3	Replace 2" of Asphalt Surface Type B. Contractor to be paid by tickets provided to City's Inspector.	87	TN	\$ 400.00	\$ 34,800.00	\$ 300.00	\$ 26,100.00
4	Place Excavatable Flowable Fill (assume 3 ft depth) up to driving surface - to be paid by tickets provided to City Inspector	25	CY	\$ 300.00	\$ 7,500.00	\$ 300.00	\$ 7,500.00
5	Replace 4" of Asphalt Base Course (2 inch lifts) . Contractor to be paid by tickets provided to City's Inspector.	163	TN	\$ 400.00	\$ 65,200.00	\$ 300.00	\$ 48,900.00
6	Place tamped sand clay 1' all around main	5	TN	\$ 200.00	\$ 1,000.00	\$ 125.00	\$ 625.00
7	Replace yellow line striping (temporary and permanent thermoplastic markings)	140	LF	\$ 100.00	\$ 14,000.00	\$ 20.00	\$ 2,800.00
8	Replace White line striping (temporary and permanent thermoplastic markings)	124	LF	\$ 100.00	\$ 12,400.00	\$ 20.00	\$ 2,480.00
9	Place 57 Stone up to 3 ft below roadway	20	TN	\$ 200.00	\$ 4,000.00	\$ 125.00	\$ 2,500.00
10	Restoration	0.01	AC	\$ 100,000.00	\$ 1,000.00	\$ 25,000.00	\$ 250.00
				SUBTOTAL:	\$ 264,900.00		\$ 188,655.00
11	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)	1	EA	\$ 13,245.00	\$ 13,245.00	\$ 9,432.75	\$ 9,432.75
				TOTAL:	\$ 278,145.00		\$ 198,087.75

Contingency @ 20%:	\$ 55,629.00	\$ 39,617.55
TOTAL:	\$ 333,774.00	\$ 237,705.30

BID FORM
PROJECT NAME: GARNERS FERRY RD AT BRANDON AVE ASPHALT REPAIR
CIP # WM4846
C.R. JACKSON

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced no payment will be made for this item.	1	LS	\$ 22,500.00	\$ 22,500.00
2	Mill and Remove 6" of Asphalt. To be paid by weight tickets provided to Inspector.	250	TN	\$ 300.00	\$ 75,000.00
3	Replace 2" of Asphalt Surface Type B. Contractor to be paid by tickets provided to City's Inspector.	87	TN	\$ 300.00	\$ 26,100.00
4	Place Excavatable Flowable Fill (assume 3 ft depth) up to driving surface - to be paid by tickets provided to City Inspector	25	CY	\$ 300.00	\$ 7,500.00
5	Replace 4" of Asphalt Base Corse (2 inch lifts) . Contractor to be paid by tickets provided to City's Inspector.	163	TN	\$ 300.00	\$ 48,900.00
6	Place tamped sand clay 1' all around main	5	TN	\$ 125.00	\$ 625.00
7	Replace yellow line striping (temporary and permanent thermoplastic markings)	140	LF	\$ 20.00	\$ 2,800.00
8	Replace White line striping (temporary and permanent thermoplastic markings)	124	LF	\$ 20.00	\$ 2,480.00
9	Place 57 Stone up to 3 ft below roadway	20	TN	\$ 125.00	\$ 2,500.00
10	Restoration	0.01	AC	\$ 25,000.00	\$ 250.00
					\$ 188,655.00
11	Mobilization (Not to exceed 5% of sub total bid per Specification 15.57.2)	1	EA	\$ 9,432.75	\$ 9,432.75
TOTAL BID:					\$ 198,087.75



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Written Determination for Procurement Exceptions

Need/Description:	Emergency Justification
Estimated Budget:	\$556,066.35
Requisition Number:	TBD R233179
End Using Department:	Engineering
City Contracts/Project Mgr:	Andrea Bolling
Proposed Contractor:	LAD - Kert Summer
Contractor Contact Info:	803-603-9380

Procurement Exception:

- ☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)
- ☐ Negotiations after unsuccessful competitive sealed bidding
- ☐ Sole Source procurements
- ☐ (1) Where compatibility of equipment, accessories, or replacement parts is the paramount consideration
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☐ (5) where the item is one of a kind
☐ (6) printed forms, pamphlets, and brochures, exclusive of printing equipment
- ☒ Emergency procurements
- ☐ (1) threaten the functioning of city government
☐ (2) threaten the preservation or protection of property
☒ (3) threaten the health or safety of any person
- ☐ Procurement of information technology
- ☐ Leasing of real property for governmental use
- ☐ When purchasing through a competitive online bidding process, including, but not limited to, reverse auctions when the purchasing agent determines that online bidding is more advantageous than other procurement methods provided herein.
- ☐ Other

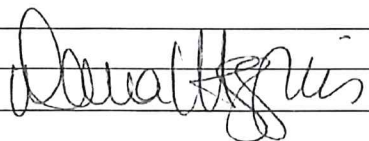
NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

(Please justify why a Procurement Exception is determined to be in the best interest of the City to accommodate this project need and why a Competitive Sealed Bid (i.e., Invitation for Bid) would not. Briefly describe the scope of services and outline factors that are required for evaluation in addition to price. This must be approved prior to issuance of a solicitation.)

Insert the basis and justification for requesting an exception to competitive process here:

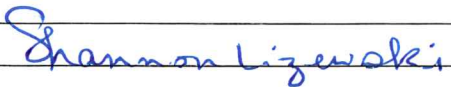
A 12" waterline break that was repaired by water maintenance caused extensive damage to the roadway as outlined on the attached exhibit. LAD was the original contractor for the detailed roadway work (brick pavers, landscaping, etc.) and was selected to do the repair work based on their experience.



Signature of End User Department Head

03/17/25

Date



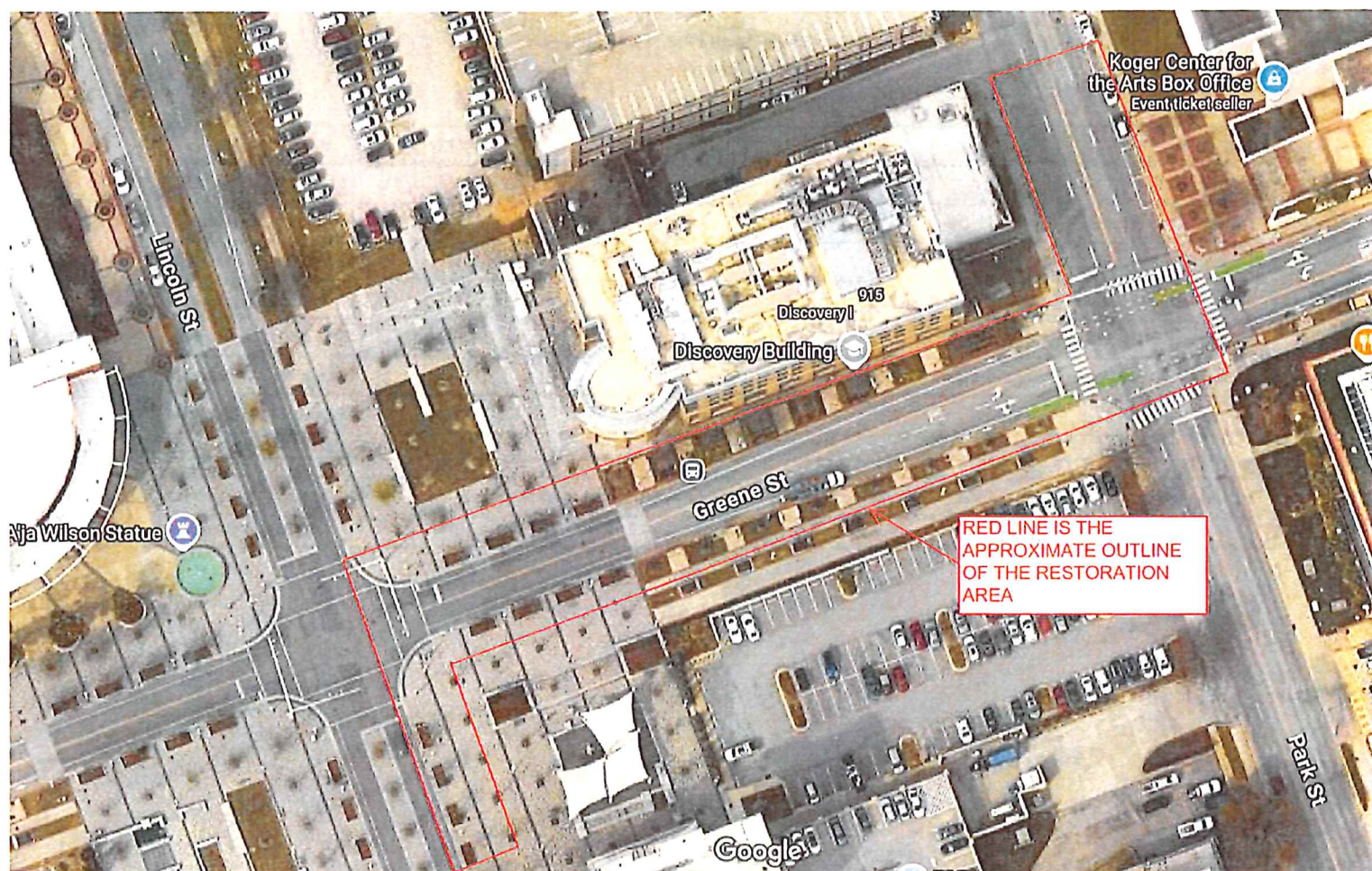
Signature of Purchasing Agent

3/17/2025

Date

PROJECT NAME: Greene St and Park St Road Repair
CIP# Emergency
3-Mar-25

Item #	Description	Qty	Unit	Unit Price	Amount
1	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
2	Remove Asphalt (Mill and Saw Cut)	2440.00	SY	\$ 20.00	\$ 48,800.00
3	Replace Asphalt	694.56	TN	\$ 350.00	\$ 243,096.00
4	Remove and Replace Subgrade (Stone Base)	339.71	TN	\$ 100.00	\$ 33,971.00
5	Remove and Replace Concrete Curb and Gutter	60.00	LF	\$ 125.00	\$ 7,500.00
6	Restoration of Brick/Concrete/Granite Hardscapes	1.00	LS	\$ 142,720.00	\$ 142,720.00
7	Asphalt Striping	1.00	LS	\$ 28,500.00	\$ 28,500.00
SUBTOTAL:					\$ 529,587.00
8	Mobilization (Can not exceed 5% of Bid Subtotal or 5% of the Total Amount Paid on Pay Application per Specification 15.57.2)	1.00	LS	\$ 26,479.35	\$ 26,479.35
TOTAL:					\$ 556,066.35





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procurement@columbiasc.gov

Written Determination for Procurement Exceptions

Need/Description:	Asphalt Repair - Emergency Justification
Estimated Budget:	\$206,769.36
Requisition Number:	R233189
End Using Department:	Engineering
City Contracts/Project Mgr:	Bennie Gable
Proposed Contractor:	GH Smith
Contractor Contact Info:	

Procurement Exception:

- ☐ Professional Services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, construction/program manager, legal services, physician)
- ☐ Negotiations after unsuccessful competitive sealed bidding
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- ☐ Other

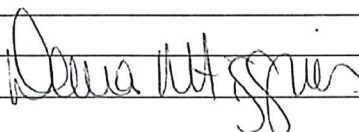
NOTE: Competitive sealed proposals exceptions will be noted as part of the Procurement and Contracts Department Solicitation Request Packet. Pertinent procurement information for State Contract and Cooperative Contracting procurements will be noted in Finance Enterprise.

Based upon the following justification, the proposed procurement action described below is being procured pursuant to the authority of City of Columbia, Code of Ordinance, Section 2-204 and Section 2-205.

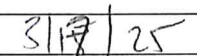
(Please justify why a Procurement Exception is determined to be in the best interest of the City to accommodate this project need and why a Competitive Sealed Bid (i.e., Invitation for Bid) would not. Briefly describe the scope of services and outline factors that are required for evaluation in addition to price. This must be approved prior to issuance of a solicitation.)

Insert the basis and justification for requesting an exception to competitive process here:

Water maintenance completed repair work on a broken waterline at Coldstream Dr and Meridian Court. Residents, business owners, and customers could not access their property until the roadway restoration work was completed. GH Smith was available and began work immediately.



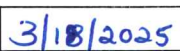
Signature of End User Department Head



Date



Signature of Purchasing Agent



Date



MEETING DATE: April 1, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-014 - Annexing 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family – Mill Village District (RD-MV) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Council District: 3

Applicant: Pranv Patel and Tushar Patel

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

First reading approval was given on March 18, 2025.

ATTACHMENTS:

- **#a:** 2025-014 - Annex and Incorporate 1015 Hamrick Street and RR Bluff Road(PDF)

- #b: ANNEX-2024-0027_Hamrick1015_ZPH_Packet (PDF)

HISTORY:**03/18/25****Columbia City Council APPROVED ON FIRST READING.**

ORDINANCE NO.: 2025-014

Annexing 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 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 _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1015 Hamrick Street and R/R Bluff Road, Richland County TMS # 11204-02-17 and 11204-02-23 containing 0.28 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 28, and assigned a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Residential Two-Family - Mill Village District (RD-MV).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11204-02-17 and 11204-02-23

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 Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2025-014**EXHIBIT "A"**
PROPERTY DESCRIPTION

ALL those certain pieces, parcels or lots of land, and being situate in the State of South Carolina, near the City of Columbia, County of Richland, containing a total of 0.28 acre, and shown and designated as Lots Ten (10) and Eleven (11), containing 0.14 acre, TMS 11204-02-17, and 0.14 acre, TMS 11204-02-23, and being shown more particularly on a plat prepared for Tushar Patel and Pranv Patel, prepared by Benjamin H. Whetstone, R.L.S., Surveyor, dated May 2, 2024 and recorded at Book 2931 Page 2097 in the Richland County Register of Deeds Office. Reference is hereby made to said plat of record for a more complete and accurate metes and bounds description thereof.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

March 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23

Council District: 3

Proposal: Request to annex the property, assign the land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and assign zoning of Residential Two-Family – Mill Village District (RD-MV) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Applicant: Pranv Patel and Tushar Patel

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.28 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services – New Construction

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3)

Current County Zoning: Residential 6 (R6)

Proposed City Zoning: Residential Two-Family –Mill Village District (RD-MV)

Census Tract: 28

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed two- or three- unit residential development would be approximately \$900 per year, based on calls to similar nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services 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 approximate cost to provide Solid Waste services to each unit is \$225 a year.

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 property is currently unoccupied and any new development would generate new customers, who 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 within a Donut Hole - Primary as designated by the Urban Service Area plan. Two or three dwelling units are proposed on these lots, which are currently occupied by a vacant residence and outbuilding. The real estate tax revenue generated for the City would be **approximately \$3,800 per year** based on an estimated taxable value of this proposed development.

* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0896))$. The actual additional taxes paid by the property owner will generally be substantially lower than this number, 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 .002278 for the 2024 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a "Donut Hole - Primary" in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the

Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary

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 for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Mixed Residential Type 3 (UCMR-3). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Capital City Mill District Area & Corridor Plan](#) (2017) adopted by the City of Columbia and Richland County. The property falls within the Olympia Neighborhood sub area (pages 12 and 15-16), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property (page 32). Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCMR-3, these were: “mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue + Whaley Street)” (page 32).

ZONING

The property is currently zoned Residential 6 (R6) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Mixed District (RM-2) to the west, and Employment Campus District (EC) to the north. Adjacent parcels in unincorporated Richland County are currently zoned

Residential 5 (R5) to the northwest across Hamrick Street, and Residential 6 (R6) to the east and south.

The proposed City of Columbia Zoning is Residential Two-Family – Mill Village District (RD-MV).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and the assignment of zoning of Residential Two-Family – Mill Village District (RD-MV) at the time of annexation.

Subject Property



Future Land Use

1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23
 Current Richland County Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Mixed Residential-3 (UCMR-3)

19.b

Legend

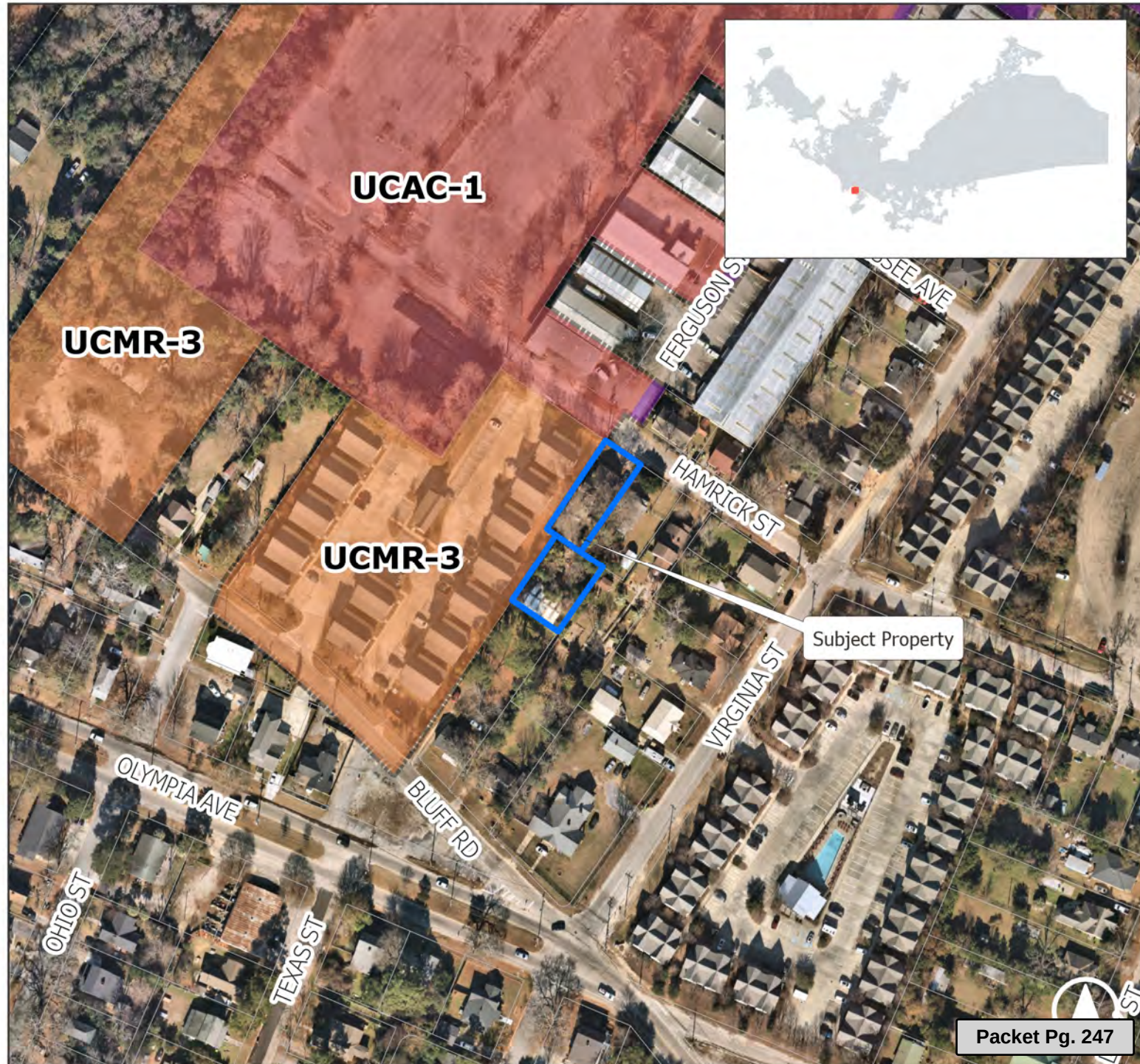
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
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- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development
 Services Department

Created by: swudson Date: 12/19/2024

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Zoning

1015 Hamrick Street and R/R Bluff Road, TMS#s 11204-02-17 and 11204-02-23

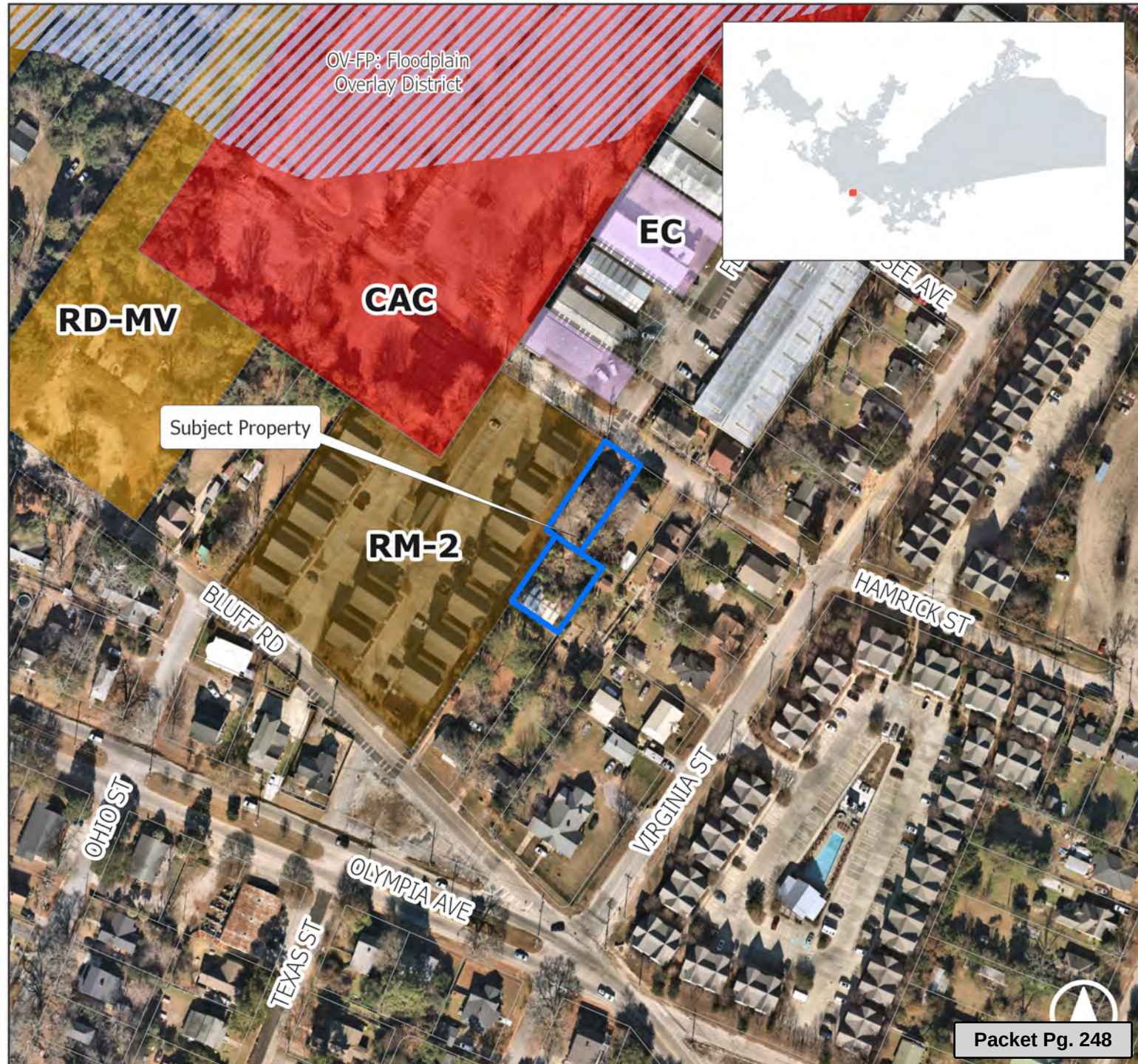
19.b

Current Richland County Zoning: Residential 6 (R6)

Proposed City Zoning: Residential Two-Family - Mill Village (RD-MV)

Legend

- CAC: Community Activity Center/Corridor
- RM-2: Residential Mixed
- RD-MV: Residential Two-Family - Mill Village District
- EC: Employment Campus District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 12/19/2024

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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

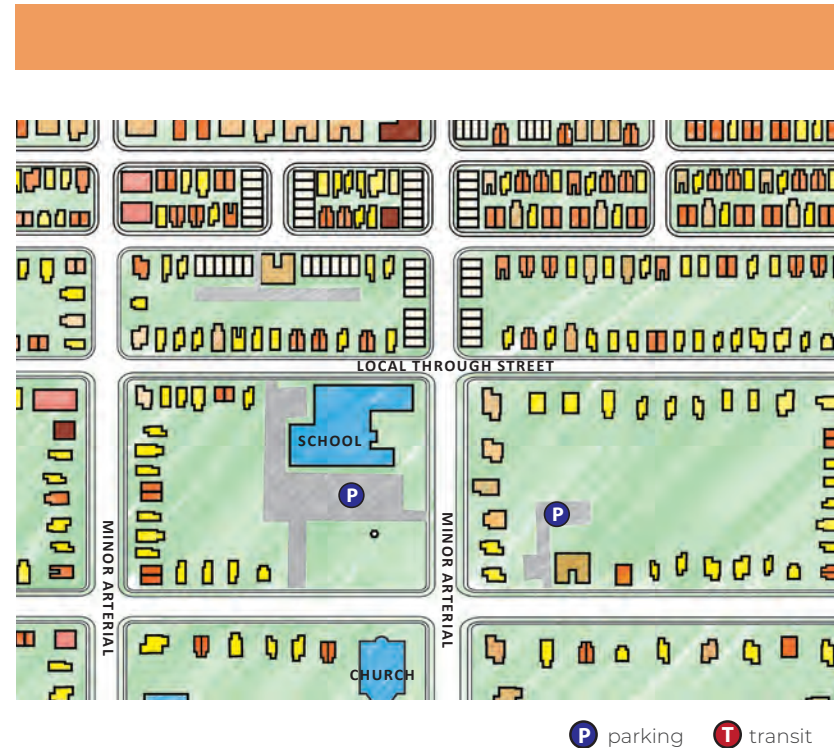
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.



UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.



- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District



RD-MV: Residential Two-Family – Mill Village District

Purpose

The purpose of the Residential Two-Family - Mill Village (RD-MV) District is to accommodate a mix of single-family dwellings and two-family dwellings at higher densities on lands within the historic Mill Village area. 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.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	3,300
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	50
Density, max. (du/acre)	13.2
Front Yard Setback, min. (ft.)	5
Side Yard Setback, min. (ft.)	10
Rear Yard Setback, min. (ft.)	5
Building Height, max. (ft.)	35

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Elementary, middle, or high school ²
Cottage Neighborhood Development	Arboretum or botanical garden ²
Dwelling, single-family detached	Cemetery ²
Dwelling, two-family	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: April 1, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
2309 Leesburg Road, TMS# 19208-02-17

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-015 - Annexing 2309 Leesburg Road, Richland County TMS # 19208-02-17 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Council District: 4

Applicant: Victoria Sosa Adams

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

First reading approval was given on March 18, 2025.

ATTACHMENTS:

- **#a:** 2025-015 - Annex and Incorporate 2309 Leesburg Road (PDF)
- **#b:** ANNEX-2025-0001_Leesburg2309_ZPH_Packet (PDF)

Action Item (ID # 9960)

Meeting of April 1, 2025

HISTORY:

03/18/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-015

Annexing 2309 Leesburg Road, Richland County TMS # 19208-02-17 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 _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2309 Leesburg Road, Richland County TMS # 19208-02-17 containing 0.33 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 116.08, and

assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19208-02-17

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 Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2025-015**EXHIBIT "A"**
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being on the Northern side of Leesburg Road, East of the Veterans Hospital, near the City of Columbia, in the County of Richland, and in the State of South Carolina, generally known as 2309 Leesburg Road, said lot being shown and designated Lot #4 in Block "C" as shown on plat of Twin Lakes Hills Section #2 prepared by McMillan Engineering Co. dated March 17, 1961, and recorded in the Office of the Clerk of Court for Richland County in Plat Book "S" at Pages 60 and 61; said lot, according to said plat, being bounded and measures as follows, to-wit: on the Northeast by Lot #28 in Block "C", whereon it measures Sixty-two and 6/10 (62.6') feet, more or less; on the East by Lot #3 in Block "C", whereon it measures One Hundred Seventy-three and 8/10 (173.8') feet, more or less; on the South by Leesburg Road, whereon said lot fronts and measures One Hundred (100') feet, more or less; on the West by Lot #5 in Block "C", whereon it measures One Hundred Forty (140') feet, more or less; and on the Northwest by Lot #6 in Block "C", whereon it measures Sixty-nine and 2/10 (69.2') feet, more or less; being more particularly shown and delineated upon plat prepared for Victor Bautista Sosa by McMillan Engineering Company dated February 20, 1962, and recorded in the Richland County ROD in Plat Book 19 Page 132.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

March 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

2309 Leesburg Road, TMS# 19208-02-17

Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Applicant: Victoria Sosa Adams

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.33 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services - Contiguous

Urban Service Area: Donut Hole - Secondary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current County Zoning: Residential 3 (R3)

Proposed City Zoning: Residential Single Family Large Lot District (RSF-1)

Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this single-family residence would be **approximately \$100 per year**, based on calls to similar nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services 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 approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.

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

After annexation, the account owner(s) 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 within a Donut Hole - Secondary as designated in the Urban Service Area plan. An existing single-family residence is on this lot. The real estate tax revenue generated for the City would be **approximately \$800 per year** based on the current taxable value of this proposed home.

* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, 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 .002278 for the 2024 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Secondary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Secondary

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as Donut Hole - Secondary should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

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 for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Large Lot (UER-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The property is currently zoned Residential 3 (R3) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Single Family Large Lot District (RSF-1). Adjacent parcels in unincorporated Richland County are currently zoned Residential 3 (R3) to the west.

The proposed City of Columbia Zoning is Residential Single Family Large Lot District (RSF-1).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot District (RSF-1) at the time of annexation.



TW RD

TWIN LAKES RD

EWELL RD

HUFFMAN DR

WEISS DR

NEWELL RD

Subject Property

LEESBURG RD

MINERVA ST

DUNVEGAN DR

GAYLEY ST

FONTANA DR

MIRROR LAKE RD

GLENGARRY DR

PORTER DR

LEITNER RD

CALEDONIA LN

MONTREAT CT

PLEASANT RIDGE DR



Future Land Use

2309 Leesburg Road, TMS#s 19208-02-17

Current Richland County Future Land Use: Neighborhood (Medium Density)

Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

20.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
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- C/I - Civic/Institutional
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- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
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- City Limits

0 100 200 Feet



Planning & Development
Services Department

Created by: swudson Date: 1/2/2025

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Zoning

2309 Leesburg Road, TMS#s 19208-02-17

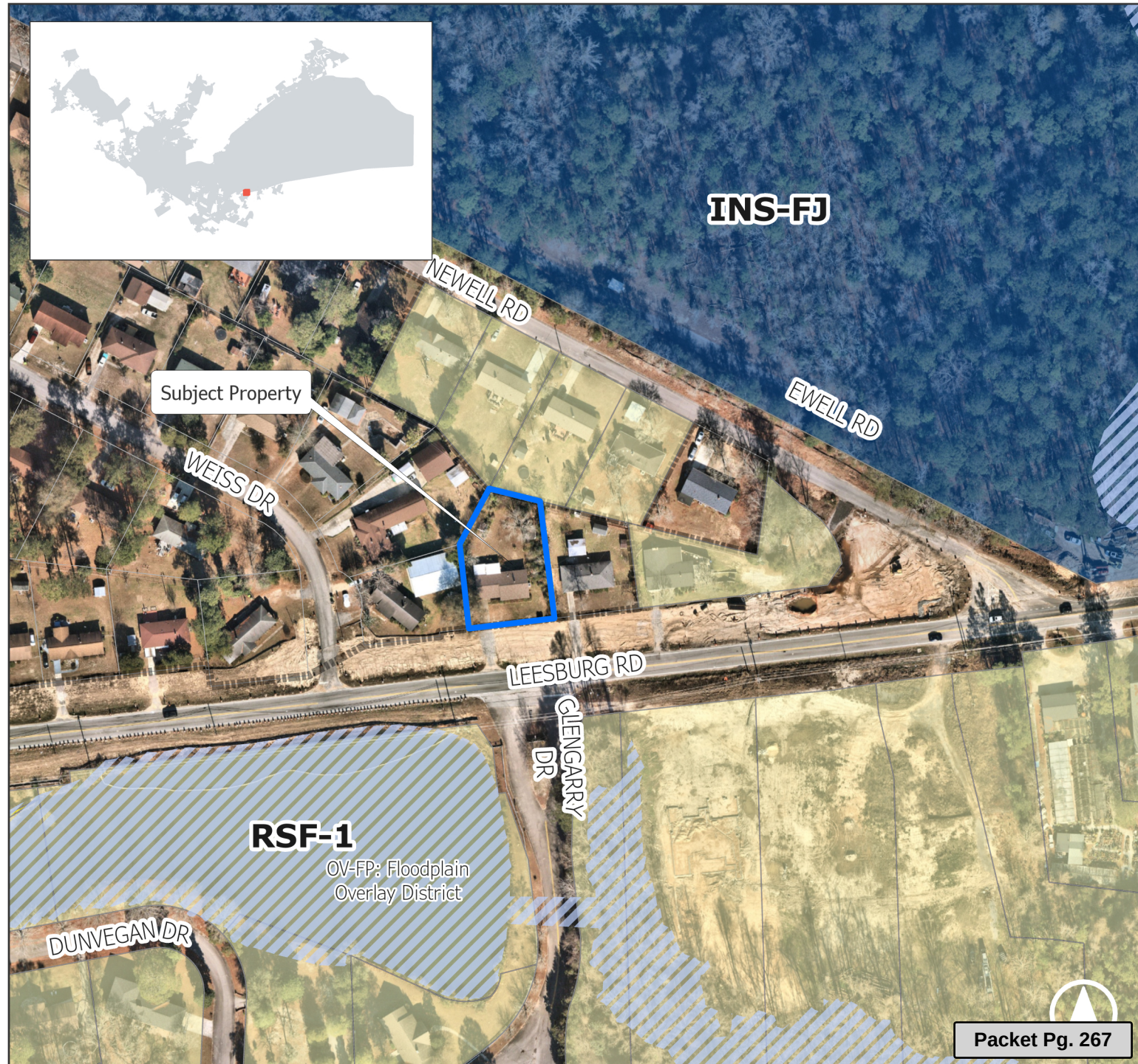
Current Richland County Zoning: Residential 3 (R3)

Proposed City Zoning: Residential Single Family Large Lot (RSF-1)

20.b

Legend

- RSF-2: Residential Single Family - Medium Lot District
- RSF-1: Residential Single Family - Large Lot District
- INS-FJ: Institutional - Fort Jackson District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: swhudson Date: 1/2/2025

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Packet Pg. 267

Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD,MH,PDD



Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

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.



UER-2 BUILDING TYPES/LAND USES

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

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



Proposed Zoning District



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low 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.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
Lot Width, min. (ft.)	90
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	8
Rear Yard Setback, min. (ft.)	15
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: April 1, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
2313 Leesburg Road, TMS#19208-02-16

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-016 - Annexing 2313 Leesburg Road, Richland County TMS # 19208-02-16 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Council District: 4

Applicant: Preston Bunche

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

First reading approval was given on March 18, 2025.

ATTACHMENTS:

- **#a:** 2025-016 - Annex and Incorporate 2313 Leesburg Road (PDF)
- **#b:** ANNEX-2024-0028_Leesburg2313_ZPH_Packet (PDF)

Action Item (ID # 9959)

Meeting of April 1, 2025

HISTORY:

03/18/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-016

Annexing 2313 Leesburg Road, Richland County TMS # 19208-02-16 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 _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2313 Leesburg Road, Richland County TMS # 19208-02-16 containing 0.27 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 116.08, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19208-02-16

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 Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2025-016**EXHIBIT "A"**
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot 3, Block C on map of Twin Lakes Hills, Section Two, by McMillian Engineering Company, dated March 17, 1961 and recorded in the RMC Office for Richland County in Plat Book S, Pages 60 and 61, and being more particularly shown on a plat prepared for Brent A. Gregory and Wendy B. Gregory by Cox and Dinkins, Inc., dated January 31, 1994, and recorded at the Richland County ROD at Book 55 Page 730, and according to said latter plat, having the following measurements and boundaries, to-wit: on the North by Lots 28 and 29 whereon it measures 106.50 feet; on the East by Lot 2 whereon it measures 136.52 feet; on the South by Leesburg Road whereon it measures 100.00 feet; and on the West by Lot 4 whereon it measures 173.80 feet; be all said measurements a little more or less.

LESS AND EXCEPTING: All that certain portion of Leesburg Road right-of-way (SC 262), being 0.093 AC (4,048 SF) and identified as "Area of Acquisition from Tract 94 PID 0039032", conveyed to the South Carolina Department of Transportation by deed of Preston Bunche, dated October 20, 2016, and recorded December 15, 2017 in the Office of the Register of Deeds for Richland County in Record Book 2267 Page 2024.

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

March 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

2313 Leesburg Road, TMS#19208-02-16

Council District: 4

Proposal: Request to annex the property, assign the land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Applicant: Preston Bunche

Staff Recommendation: Approval

PC Recommendation: 02/13/2025; Approval (6-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.27 acre

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services - Covenant

Urban Service Area: Donut Hole - Secondary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)

Current County Zoning: Residential 3 (R3)

Proposed City Zoning: Residential Single Family Large Lot District (RSF-1)

Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this single-family residence would be **approximately \$100 per year**, based on calls to similar nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services 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 approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.

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

After annexation, the account owner(s) 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 within a Donut Hole - Secondary as designated in the Urban Service Area plan. An existing single-family residence is on this lot. The real estate tax revenue generated for the City would be **approximately \$400 per year** based on the current taxable value of this proposed home.

* Estimated City Tax Revenue is based on 2024 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0896)). The actual additional taxes paid by the property owner will generally be substantially lower than this number, 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 .002278 for the 2024 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Secondary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Secondary

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as Donut Hole - Secondary should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

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 for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Large Lot (UER-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

ZONING

The property is currently zoned Residential 3 (R3) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Single Family Large Lot District (RSF-1). Adjacent parcels in unincorporated Richland County are currently zoned Residential 3 (R3) to the west.

The proposed City of Columbia Zoning is Residential Single Family Large Lot District (RSF-1).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot District (RSF-1) at the time of annexation.



Future Land Use

2313 Leesburg Road, TMS#s 19208-02-16

Current Richland County Future Land Use: Mixed Residential (Medium Density)

Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

21.b

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

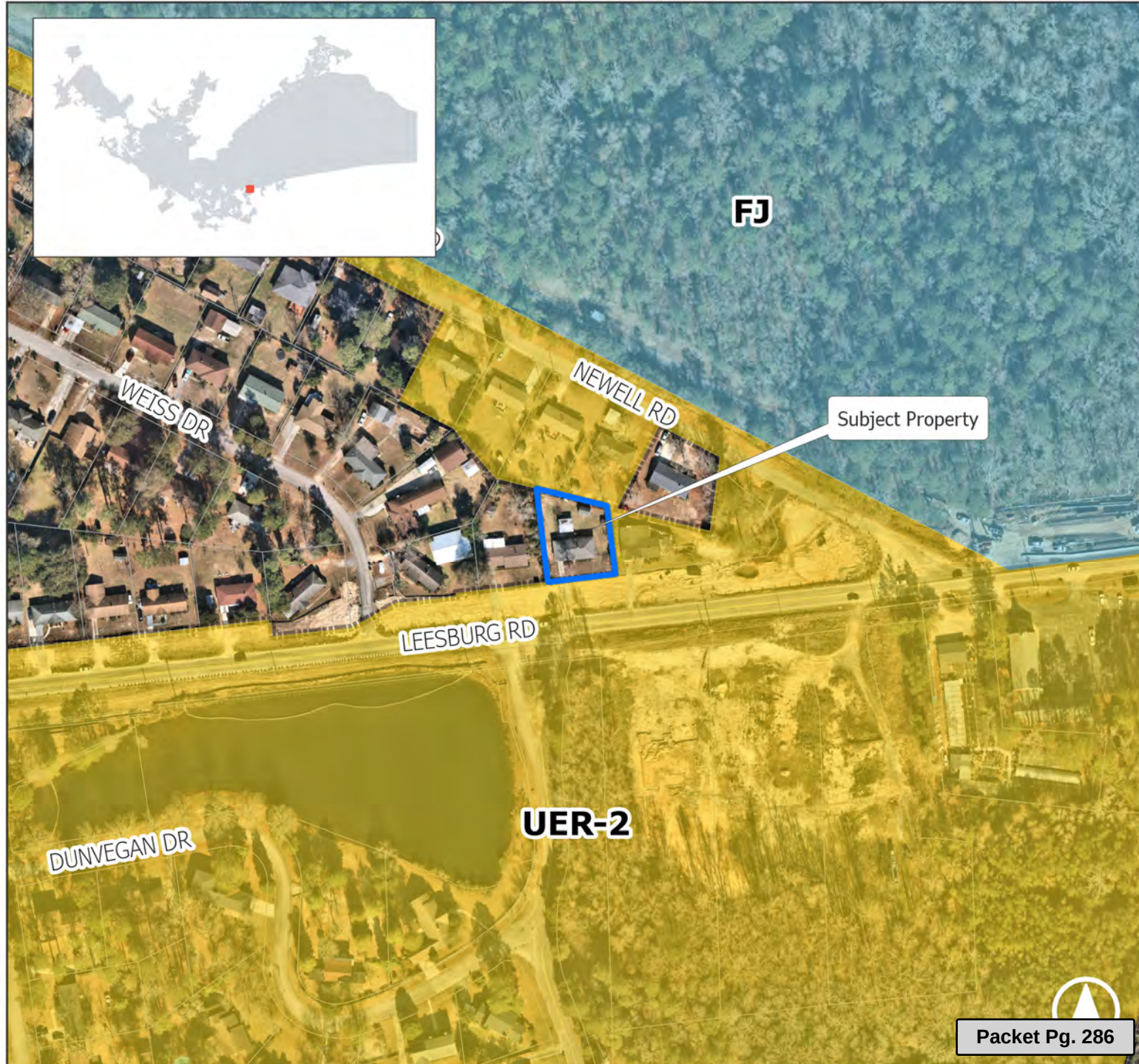
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Planning & Development
Services Department

Created by: swudson Date: 12/27/2024

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 at the sole risk of the user. Data source: City of Columbia



Zoning

2313 Leesburg Road, TMS#s 19208-02-16

Current Richland County Zoning: Residential 3 (R3)

Proposed City Zoning: Residential Single Family Large Lot (RSF-1)

21.b

Legend

- RSF-2: Residential Single Family - Medium Lot District
- RSF-1: Residential Single Family - Large Lot District
- INS-FJ: Institutional - Fort Jackson District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 Feet



Planning & Development
Services Department

Created by: swudson Date: 12/27/2024

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Packet Pg. 287

Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD, MH, PDD

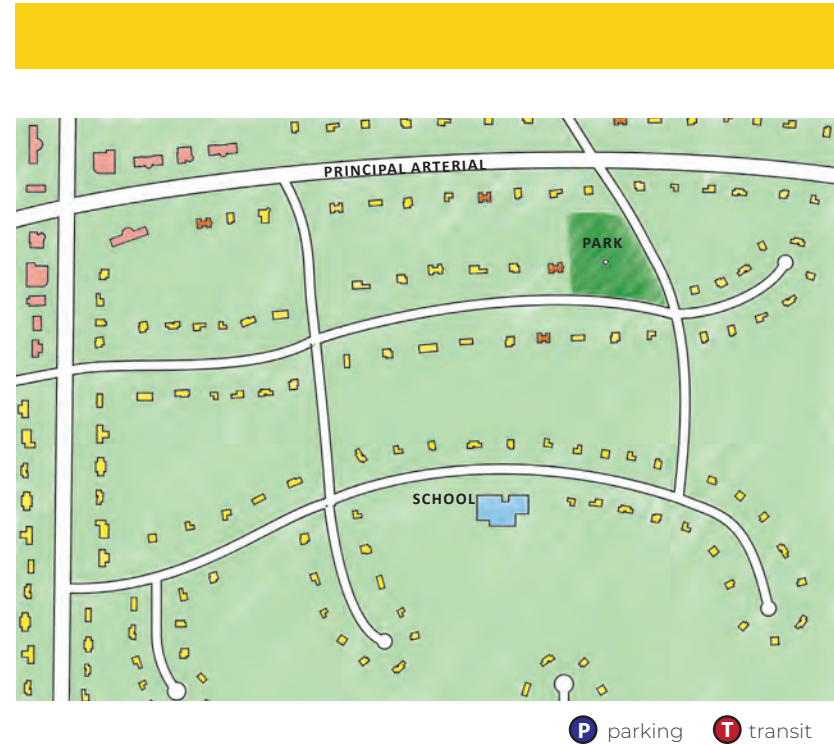


Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

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.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

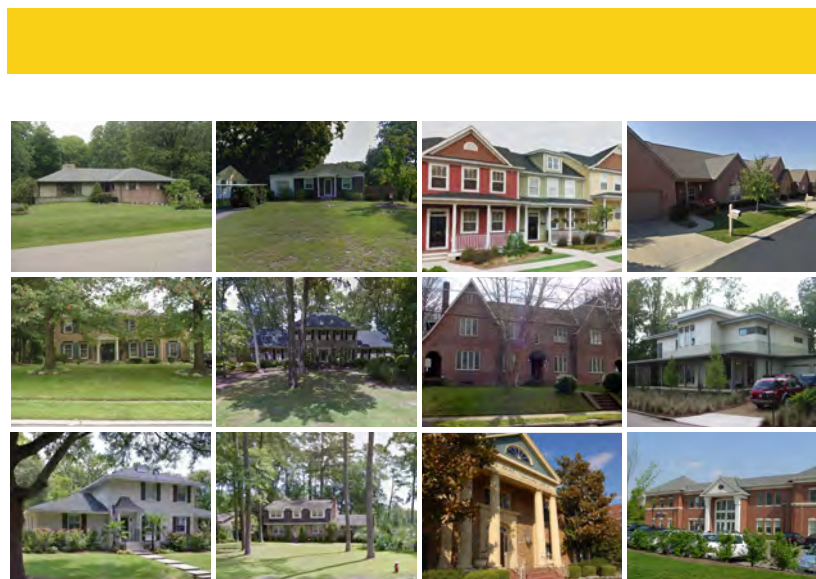
- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
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Proposed Zoning District



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low 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.

Intensity and Dimensional Standards

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Notes: ft. = feet sf. = square feet du. = dwelling unit

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PRINCIPAL USES PERMITTED

	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: April 1, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend area subject to height reduction in the Innovista Design Overlay (OV-ID)**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-013 – Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; (g) OV-ID: Innovista Design Overlay District, to remove the limitation of height except within 300’ of the western boundary of the West Gervais Protection Area.

Applicant: Mayor Daniel J. Rickenmann

Staff Recommendation: Council Member Sponsored

PC Recommendation: Approval (6-0)

First reading approval was given on March 18, 2025.

ATTACHMENTS:

- **#a:** ZTA-2025-001_ID Height_ZPH_PKT (PDF)
- **#b:** 2025-013 - Amending Chapter 17 Article 3 (PDF)

HISTORY:

03/18/25

Columbia City Council APPROVED ON FIRST READING.



CITY COUNCIL

March 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend modification of height in the OV-ID (Innovista Design Overlay)

Proposal: Amend the Unified Development Ordinance, Chapter 17, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts; (g) OV-ID: Innovista Design Overlay District, to remove the modification of height except within 300' of the western boundary of the West Gervais Protection Area.

Applicant: Mayor Daniel J. Rickenmann

Staff Recommendation: Council Member Sponsored

PC Recommendation: Approval (6-0)

DETAILS

This amendment will reduce the area affected by a limitation on height in the OV-ID district to that which is located within 300' of western boundary of the West Gervais Protection Area, which is located along a portion of the 1100 block of Huger Street, south of Gervais Street. Areas in which the limitation will be removed include portions of the Convention Center, portions of the 500 block of Senate and others.

The base zoning district predominant within the Innovista Design Overlay District (OV-ID) is MC (Mixed Commercial), which does not have a maximum height requirement. The purpose of the MC district states, "flexibility from conventional use and bulk requirements is provided to promote urban-density and mixed uses within a pedestrian oriented streetscape." The OV-ID overlay regulates the design of structures through design guidelines whose purpose is to "support the transition of the Innovista area to a walkable, mixed use destination. The District standards and guidelines promote transition from vacant and low-intensity industrial and commercial uses to pedestrian-oriented mixed uses with unified form."

The overlay includes a provision that modifies the applicable regulation of building height within 300 feet of a historic overlay (OV-HP) or a residential zoning district. Instead of what the base district would permit, it imposes a 75-foot maximum height. This proposal would remove this limitation for buildings within 300 feet of a historic overlay district (OV-HP), except for properties within 300 feet of the western boundary of the West Gervais Protection Area, wherein the restriction would remain as it has been since adoption. Additionally, the restriction for buildings within 300 feet of a residential district would remain.

Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts

g) OV-ID: Innovista Design Overlay District

(1) Purpose

The purpose of the Innovista Design Overlay (OV-ID) District is to support the transition of the Innovista area to a walkable, mixed-use destination. District standards and guidelines promote transition from vacant and low-intensity industrial and commercial uses to pedestrian-oriented mixed uses with unified form.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-ID District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-ID District shall control.

(3) Design Guidelines

Development in the OV-ID District shall comply with the Innovista Design District Guidelines, which are incorporated herein by reference.

(4) Modifications of Otherwise Applicable Development Standards

a. Building Height Building height shall not exceed 75 feet in height if located within 300 feet of a residential base zoning district ~~or the OV-ID District~~ or the western boundary of the West Gervais Protection Area.

b. Ground Floor Uses For buildings located in a Ground Floor Activity Zones sub-district (see Innovista Design District Guidelines, “Ground Floor Activity Zones” map and “Ground Floor Activity Zones” in Sec. 17-9.4, Definitions), a minimum of 60 percent of the ground floor façade adjacent to any street shall be occupied by a commercial use or a public, civic, or institutional use.

ORDINANCE NO.: 2025-013

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2025, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 3: Zoning Districts, Sec. 17-3.7, Overlay Districts is amended to read as follows:

Sec. 17-3.7 Overlay Districts**g) OV-ID: Innovista Design Overlay District****(1) Purpose**

The purpose of the Innovista Design Overlay (OV-ID) District is to support the transition of the Innovista area to a walkable, mixed-use destination. District standards and guidelines promote transition from vacant and low-intensity industrial and commercial uses to pedestrian-oriented mixed uses with unified form.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-ID District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-ID District shall control.

(3) Design Guidelines

Development in the OV-ID District shall comply with the Innovista Design District Guidelines, which are incorporated herein by reference.

(4) Modifications of Otherwise Applicable Development Standards

- a. Building Height Building height shall not exceed 75 feet in height if located within 300 feet of a residential base zoning district ~~or the OV-HP District or the western boundary of the West Gervais Protection Area.~~
- b. Ground Floor Uses For buildings located in a Ground Floor Activity Zones sub-district (see Innovista Design District Guidelines, “Ground Floor Activity Zones” map and “Ground Floor Activity Zones” in Sec. 17-9.4, Definitions), a minimum of 60 percent of the ground floor façade adjacent to any street shall be occupied by a commercial use or a public, civic, or institutional use.

LEGAL DEPARTMENT DRAFT

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:



City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



MEETING DATE: April 1, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-017 - Authorizing the City Manager to execute a Tenth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

REQUISITION NO.: 2025-017

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

First reading approval was given on March 18, 2025.

ATTACHMENTS:

- **#a:** 2025-017 - Tenth Amendment to Lease - Old Boy Properties. (PDF)

HISTORY:

03/18/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-017

Authorizing the City Manager to execute a Tenth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2025, that the City Manager is authorized to execute the attached Tenth Amendment of Hunting Lease between the City of Columbia and Old Boy Properties, LLC, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

TENTH AMENDMENT OF HUNTING LEASE

THIS TENTH AMENDMENT OF HUNTING LEASE by and between the City of Columbia (hereinafter called "LESSOR") and Old Boy Properties, LLC, a South Carolina limited liability company (hereinafter called "LESSEE").

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into that certain Hunting Lease dated June 7, 2011, (the "LEASE");

WHEREAS, LESSOR and LESSEE entered into that certain First Amendment of Hunting Lease effective as of February 21, 2012; and, LESSOR and LESSEE entered into that certain Second Amendment of Hunting Lease effective as of May 21, 2013; and LESSOR and LESSEE entered into that certain Third Amendment of Hunting Lease effective as of May 20, 2014; and LESSOR and LESSEE entered into that certain Fourth Amendment of Hunting Lease effective as of May 26, 2015; and LESSOR and LESSEE entered into that certain Fifth Amendment of Hunting Lease effective as of April 4, 2017; and LESSOR and LESSEE entered into that certain Sixth Amendment of Hunting Lease effective as of May 16, 2017; and LESSOR and LESSEE entered into that certain Seventh Amendment of Hunting Lease effective as of May 20, 2018; and LESSOR and LESSEE entered into that certain Eighth Amendment of Hunting Lease effective as of April 1, 2020; and, LESSOR and LESSEE entered into that certain Ninth Amendment of Hunting Lease effective as of April 1, 2022 and,

WHEREAS, LESSOR and LESSEE have agreed to modify the terms of the LEASE pursuant to the terms set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, and in the further consideration of the agreements contained herein, the parties agree that the LEASE is amended as follows:

Section Two, "Term", shall be amended to the following:

The term of this Hunting Lease shall cover a two-year period commencing on April 1, 2024, and expiring on March 31, 2026.

Except as specifically modified herein, the terms of the LEASE are hereby ratified and confirmed by LESSOR and LESSEE and such terms contained therein shall continue with the same force and effect as if set forth herein and are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Tenth Amendment effective as of the day and year of the last signature hereinbelow.

Witnesses:

CITY OF COLUMBIA

By: _____

Teresa B. Wilson

Its: City Manager

Date: _____

OLD BOY PROPERTIES, LLC

By: _____

B. Deas Manning

Its: _____

Date: _____

LEGAL DEPARTMENT DRAFT



MEETING DATE: April 1, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-019 - Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and Alexander J. Christian for the transfer of 5216 Randall Aveue, Richland County TMS #R11705-15-01

REQUISITION NO.: 2025-019

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
First reading approval was given on March 18, 2025.

ATTACHMENTS:

- **#a:** 2025-019 - Ordinance draft - Contract of sale 5216 Randall Ave (PDF)
- **#b:** 2025-019 - attachment - Contract 5216 Randall Ave (PDF)

HISTORY:

03/18/25

Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2025-019

*Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and
Alexander J. Christian for the transfer of 5216 Randall Ave,
Richland County TMS #R11705-15-01*

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2025, that the City Manager is hereby authorized to execute the attached Contract of Sale, or on forms approved by the City Attorney for the transfer of 5216 Randall Ave, Richland County TMS #R11705-15-01.

Requested by:

Assistant City Manager Caughman

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:



CONTRACT OF SALE

Date: March , 2025. A Contract for the sale and purchase of the hereinafter described property is entered into by and between **Alexander J. Christian,** Purchaser(s) and **City of Columbia, South Carolina,** Seller.

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in **Richland** County, State of **South Carolina** and being described as follows: **TMS# R11705-15-01. The Property address: 5216 Randall Avenue Columbia, SC 29203**

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price The purchase price is **One Hundred and Sixty-Seven Thousand and No/100 (\$167,000.00) Dollars** and shall be paid by the Purchaser as follows: **Five Hundred and No/100 \$500.00 Dollars** (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owners insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for the preparation of the deed; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed **Three Thousand Five Hundred Dollars 00/100 (\$3,500.00).**

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title

and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of **Alexander J. Christian**.

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "***As Is***". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will () will not (**X**) be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the

Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

(a) At closing, The City will pay on behalf of the Buyer up to **Three Thousand Five Hundred Dollars 00/100 (\$3,500)**. Dollars to be used exclusively to pay for Buyer's closing cost. This amount plus any equity realized in this transaction by the Buyer, based upon the appraised value of the property, will be recorded as a loan that is forgivable over a **Fifteen (15) year period**.

(b) The amount of this loan shall be **Three Thousand Five Dollars and 0/100 (\$3,500.00)** Dollars for closing cost plus **Twenty-Five Thousand and 0/100 (\$25,000.00)** Dollars equity realized for a total loan amount of **Twenty-Eight Thousand Five Hundred and 0/100 (\$28,500.00)** Dollars. Additional terms of this loan are that the Buyer must occupy and use the property as their primary residence during this **Fifteen (15) year period**, and should the property be sold or cease to be used as the Buyer's primary residence during this **Fifteen (15) year period**, the forgivable loan balance must be repaid at a prorated basis. This forgivable loan of **Twenty-Eight Thousand Five Hundred and 0/100 (\$28,500.00)** Dollars will be a subordinate lien to the first mortgage.

(c) One and Nine Tenths (1.9%) per cent per year of the original amount of **Twenty-Eight Thousand Five Hundred and 0/100 (\$28,500.00)** Dollars shall be forgivable and not required to be repaid on each anniversary date of the loan, not to exceed **Fifteen (15) years**, at which time this debt will be fully discharged and forgiven.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **TBD closing attorney,** and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESS

PURCHASER

Date: _____

WITNESS

SELLER

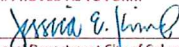
City of Columbia, SC

By: Teresa B. Wilson

Its: City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

3/7/2025



MEETING DATE: April 1, 2025

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 1205 Colleton Street, TMS# 11705-05-16**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2025-010 - Amending the Official Zoning Map to modify the zoning for 1205 Colleton Street, Richland County TMS #11705-05-16

Council District: 1

Proposal: Request to rezone the property from Single Family Residential Large Lot (RSF-1) to Mixed-Use District (MU-1).

Applicant: Reynaldo Barron, Barron Properties Group, LLC

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approval (7-0)

The public hearing was held on February 18, 2025.

ATTACHMENTS:

- **#a:** ZMA-2024-0014-Colleton_ZPH-Packet (PDF)
- **#b:** 2025-010 - Zoning Map Amendment of 1205 Colleton Street (PDF)

HISTORY:

02/18/25	Columbia City Council DEFER CONSIDERATION
03/04/25	Columbia City Council DEFERRED



CITY COUNCIL

February 18, 2025 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

1205 Colleton Street, TMS# 11705-05-16

Council District: 1

Proposal: Request to rezone the property from Single Family Residential Large Lot (RSF-1) to Mixed-Use District (MU-1).

Applicant: Reynaldo Barron, Barron Properties Group, LLC

Staff Recommendation: Approval

PC Recommendation: 01/09/2025; Approve (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: .23 acres

Current Use: Vacant Lot

Proposed Use: Multifamily Dwelling

Future Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: RSF-1

Proposed Zoning: MU-1

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the attached land use classification description.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area for three adopted plans: the *Master Plan for the Villages of North Columbia* (2005), the *Walkable 29203 Pedestrian Master Plan* (2017), and the *Eau Claire Historic Resources Survey* (2018).

The subject property is located within the study area of [The Master Plan for the Villages of North Columbia](#), more specifically within Cluster Three (Section 2, Page 49) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan recommends a future land use for the subject property of Urban Transitional District (Single-family Homes Converting to Office, Retail) (Section 3, Page 97) and specifically calls for properties near the intersection of N Main and Colleton to be “redeveloped as townhomes that reflect the scale and architectural character of this area” (Section 3, Page 102).

The plan’s recommendations for the College Place neighborhood include the local historic designation of the area as a conservation district. (Section 3, Page 106).

The subject property is also located within the study area of the [Walkable 29203 Pedestrian Master Plan](#), which was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (Page 117). The plan does not make any specific recommendations for Colleton Street.

While the property is located within the study boundary of the [Eau Claire Historic Resources Survey](#), during the 2018 survey the property was also a vacant lot, so no specific recommendations were made regarding the lot.

ZONING

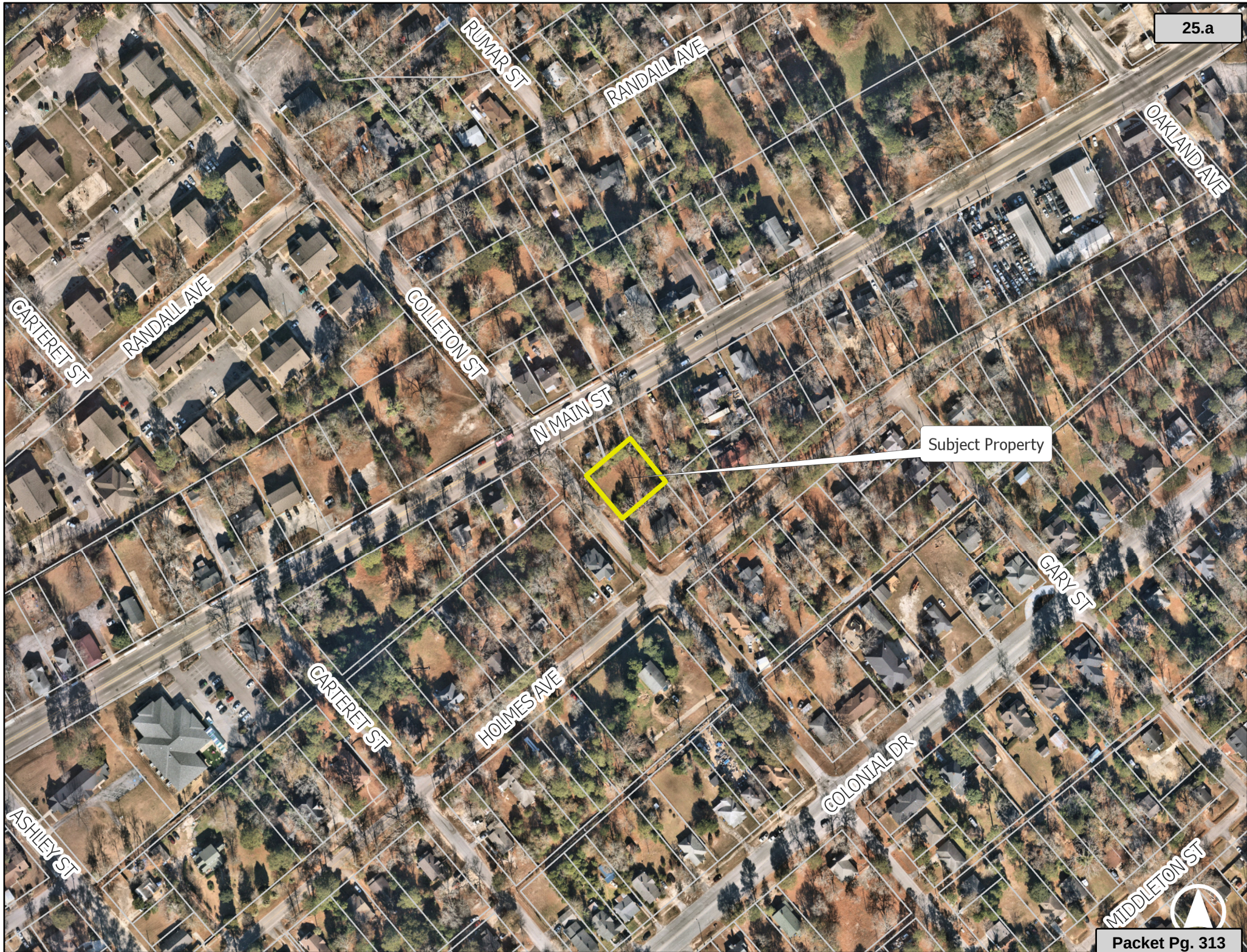
The subject property is currently zoned Single Family Residential Large Lot (RSF-1). The abutting properties within the City of Columbia are zoned Mixed-Use District (MU-1).

The proposed City of Columbia Zoning is Mixed-Use District (MU-1)

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classifications in the *Columbia Compass* comprehensive plan and with the Villages of North Columbia area plan recommendations. Lots such as this one facing a side street between commercial/mixed-use corridors and low-density residential districts often work well as a transition by providing low-intensity commercial use or small multi-family developments, consistent with the MU-1 Zoning district and with similar requests adjacent to corridors in other neighborhoods. Staff finds that a recommendation for approval is appropriate.



Future Land Use

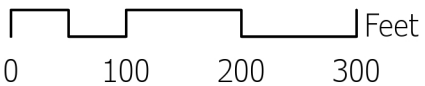
1205 Colleton Street, TMS# 11705-05-16

25.a

Future Land Use: Urban Core Residential Small Lot (UCR-1)

Legend

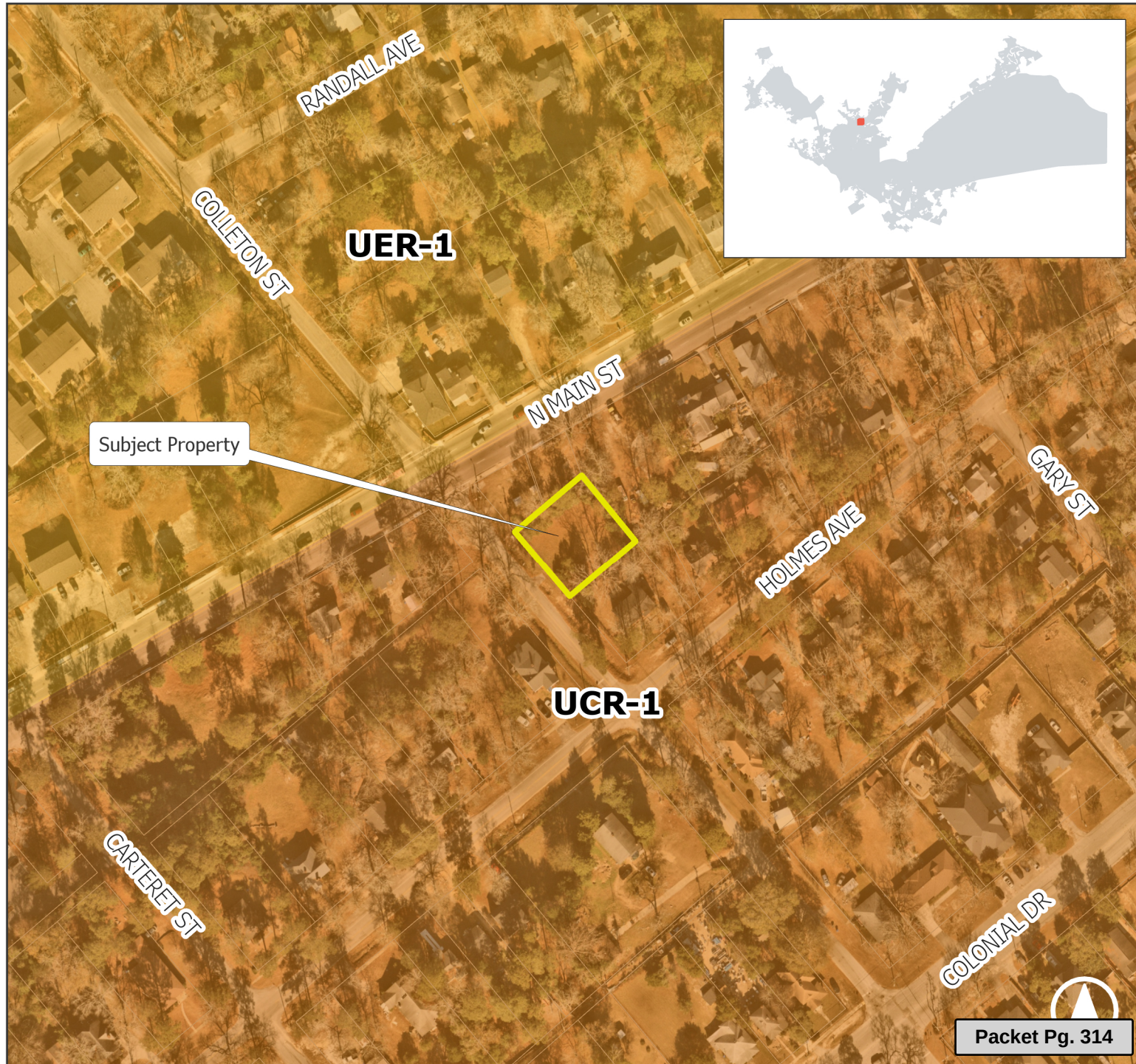
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development
Services Department

Created by: swudson Date: 12/19/2024

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Zoning

1205 Colleton Street, TMS# 11705-05-16

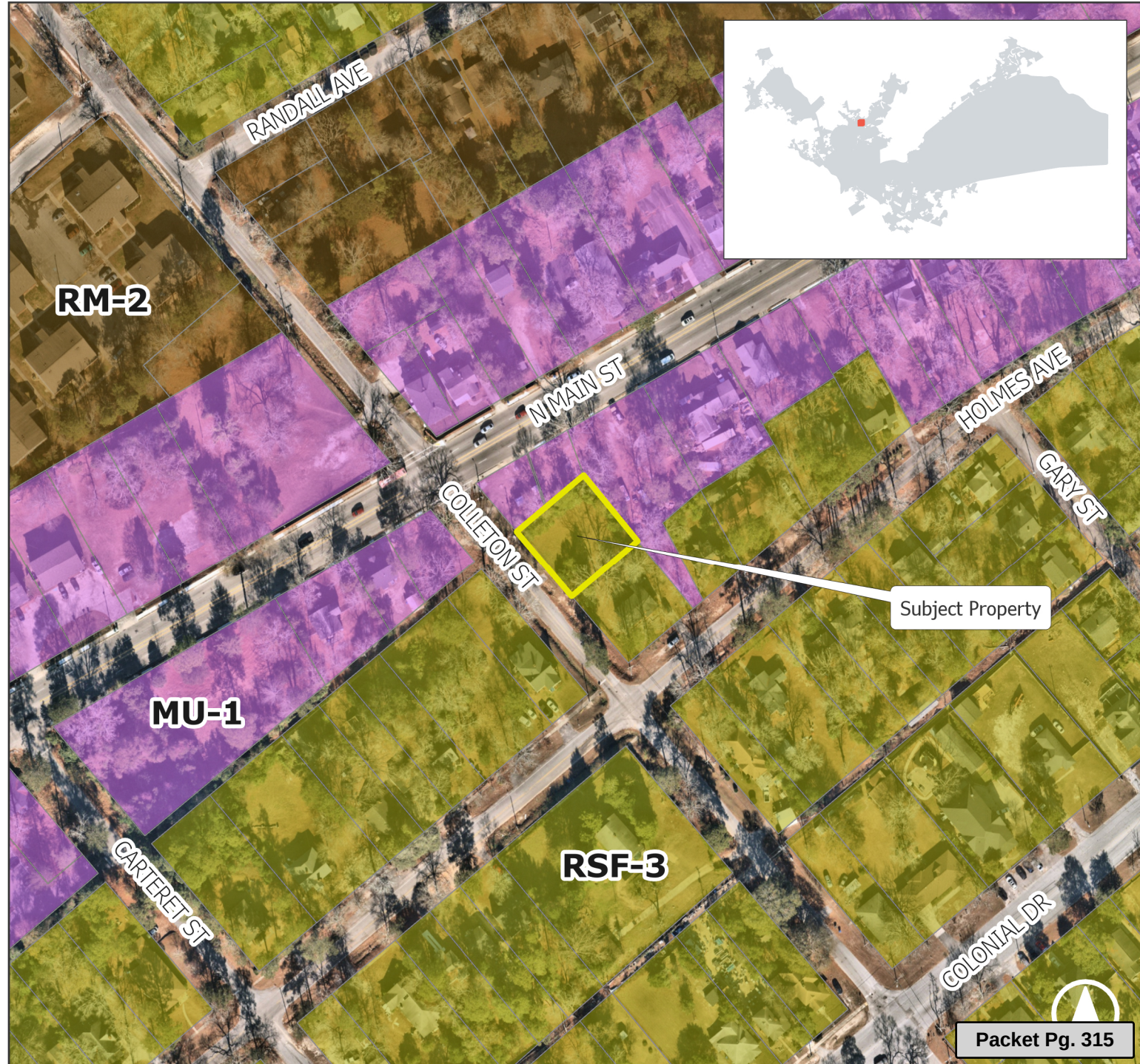
Current Zoning: Residential Single Family - Small Lot District (RSF-3)

Proposed Zoning: Mixed-Use District (MU-1)

25.a

Legend

- MU-1: Mixed-Use
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- Parcels
- City Limits



0 100 200 300 Feet



Planning & Development
Services Department

Created by: sw Hudson Date: 12/19/2024

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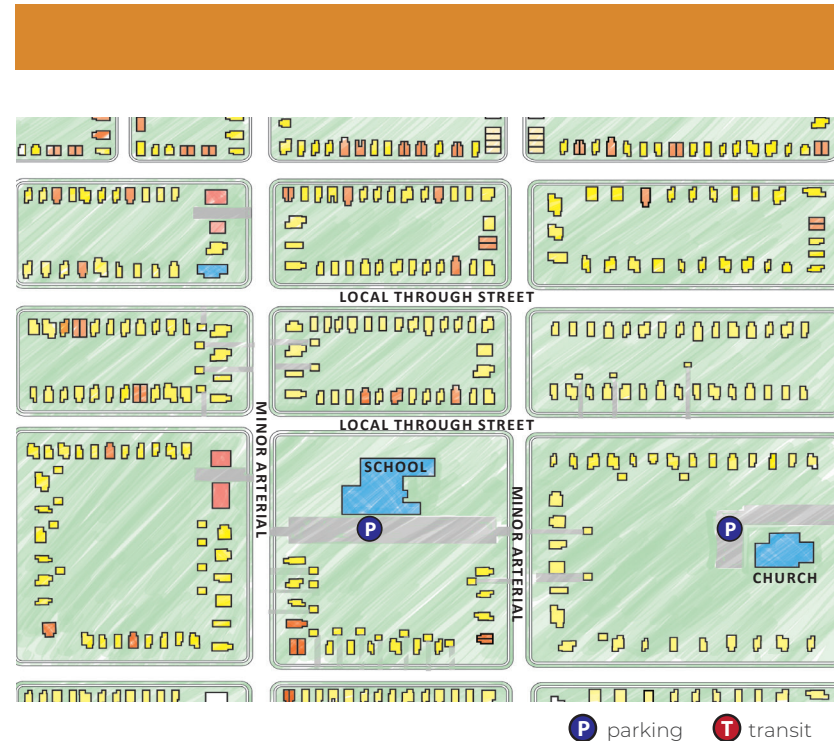
Packet Pg. 315

Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family

TERTIARY TYPES

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Current Zoning District



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low 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.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
Lot Width, min. (ft.)	90
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	8
Rear Yard Setback, min. (ft.)	15
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District



MU-1: Mixed-Use District

Purpose

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. *No minimum parking.

Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
Lot Width, min. (ft.)		75[1]/18[2]	50	75	50
Lot Depth, min. (ft.)		[3]			
Lot Coverage, max. (% of site area)		50	N/A		
Density, max. (du/acre)		N/A			
Front Yard Setback. (ft.)	Min.	15	0		
	Max.	20			
Side Yard Setback, min. (ft.)		[4]	5		
Rear Yard Setback, min. (ft.)		10			
Building Height, max. (ft.)		40			

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] Lot depth for residential uses shall be a minimum of 60 feet.

[4] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Dwelling, two-family	Government office
Cottage neighborhood development	Continuing care retirement community (CCRC) ²	Library
Dwelling, live-work ¹	Fraternity or sorority house ²	Place of worship ¹
Dwelling, mixed-use	Residential care facility ²	Public safety facility
Dwelling, multifamily	Community recreation center	Social services facility
Dwelling, single-family detached	Cultural facility ²	Elementary, middle, or high school ²
Dwelling, townhouse	Day care facility ¹	Medical or dental clinic/office

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

MU-1: MIXED-USE

Nursing care facility

Arboretum or botanical garden²

Cemetery²

Park or greenway¹

Parking lot¹

Utility facility, major²

Utility facility, minor

Veterinary hospital or clinic¹

Eating establishment only¹

Eating and drinking establishment,
Type 1¹

Eating and drinking establishment,
Type 2²

Business/Professional office

Beauty salon or barbershop

Dry cleaning pick-up¹

Laundry, coin-operated

Nail salon

Recreation facility, outdoor, not
elsewhere listed

Consumer goods store

Farmers' market

Grocery store or food market

Bed and breakfast¹

Community garden¹

Crop production and processing

Manufacturing, assembly, or
fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2025-010

*Amending the Official Zoning Map to modify the zoning for 1205 Colleton Street, Richland County
TMS #11705-05-16*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1205 Colleton Street, Richland County TMS # 11705-05-16; 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 _____, 2025, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1205 Colleton Street, Richland County, Richland County TMS# 11705-05-16 as shown in Attachment A, is hereby rezoned from Residential Single Family – Small Lot District (RSF-3) to Mixed Use District (MU-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 Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Deputy City Attorney

City Clerk

Introduced:

Final Reading:



MEETING DATE: April 1, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-018 - Authorizing execution of a Third Amendment to Lease for the Amtrak Station

REQUISITION NO.: 2025-018

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** March 27 2025 Council Memo - General Services Requests-C05651 (DOCX)
- **#b:** 2025-018 - Station Lease Amendment (Amtrak) (PDF)
- **#c:** 2025-018 - Lease Agreement (PDF)



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: March 27, 2025

SUBJECT: Recommendation for Approval for a Third Amendment to Lease Agreement for the Amtrak, as requested by the General Services Department.

The Department of General Services respectfully requests your review and approval of a third amendment to the lease agreement for the Amtrak Station located at 850 Pulaski Street, Columbia, SC 29201.

The original lease agreement for this location was executed on October 16, 2000. This agreement provides Amtrak with a five-year lease extension and three five-year lease options. Amtrak will need to request each extension, and the City has the right to review and approve or decline the extension request.

If you have any questions or concerns, please do not hesitate to contact our office.

ORDINANCE NO.: 2025-18*Authorizing execution of a Third Amendment to Lease
for the Amtrak Station*

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina,
this ____ day of _____, 2025, that the City Manager is hereby authorized to execute
the attached Third Amendment to Lease for an extension of the lease agreement of the Amtrak
Station, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Simons

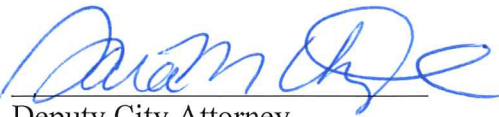
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Columbia, South Carolina
File: 39-02-700/1

THIRD AMENDMENT TO LEASE AGREEMENT

Rail Station Columbia, South Carolina

This Third Amendment to Lease Agreement ("Third Amendment") is made this ___ day of March 2025, by and between the City of Columbia, South Carolina ("Lessor") and National Railroad Passenger Corporation ("Lessee"), referred to collectively as the "Parties."

BACKGROUND

- A. Lessor and Lessee entered into a Station Lease on or about January 15, 1991 ("Original Lease") pursuant to which Lessor leased to Lessee certain premises ("Premises") located at 850 Pulaski Street Columbia, South Carolina 29201, all as more fully set forth in the Original Lease; and
- B. The Original Lease was amended pursuant to the First Amendment to Lease dated October 16, 2000 ("First Amendment"), and pursuant to the Second Amendment to Lease dated December 4, 2012 ("Second Amendment"), both of which were executed by the Parties, and
- C. The Original Lease, as modified by the First Amendment and the Second Amendment, shall be referred to collectively as the "Lease"; and
- D. Lessor and Lessee desire, *inter alia*, to extend the term of the Lease and to amend certain terms of the Lease as set forth hereinbelow.

NOW THEREFORE, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals of the Background Section are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined in this Third Amendment shall have the same meaning as in the Lease.

2. Extensions. The term of the Lease is hereby extended through January 31, 2030 ("2025 Extension Term"), unless sooner terminated in accordance with the terms of the Lease. The 2025 Extension Term shall be on the same terms and conditions as set forth in the Lease, except as otherwise set forth herein. Upon approval of Lessor, Lessee may also be granted three (3) options to extend the term of the Lease after the 2025 Extension Term (each an "Option" or collectively "Options") for five (5) additional years under each Option (each an "Extension Term" or collectively "Extension Terms") pursuant to the then current terms of the Lease. Lessee shall notify Lessor in writing of its desire to exercise the

Columbia, South Carolina
File: 39-02-700/1

Option(s) to extend this Lease for an additional Extension Term(s) at least sixty (60) days prior to the expiration of the then-current term and Lessor shall have thirty (30) days to accept or reject the Extension Term(s).

3. Non-Waiver. Except as expressly amended hereby, the Lease shall remain unmodified and in full force and effect.

IN WITNESS THEREOF, the undersigned, intending to be legally bound hereby, have executed this Third Amendment to the Lease as of the day and year first written above.

Witness:

LESSOR:

City of Columbia, South Carolina

BY: _____ (Seal)

Name: Teresa Wilson

Title: City Manager

Witness:

Terrance Hancock

LESSEE:

NATIONAL RAILROAD PASSENGER CORPORATION

BY:  _____ (Seal)

Name: Louis Wolfowitz

Title: Vice President, Real Estate and Commercial
Development



MEETING DATE: April 1, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2025-025 - Authorizing the City Manager to execute a Lessor's Estoppel Certificate and Fourth Amendment to Lease between the City of Columbia and Core SVA Columbia Main, LLC

REQUISITION NO.: 2025-025

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Ground Lease Estoppel Certificate and Amendment to Lease-240956394-v5 (DOCX)
- **#b:** 2025-025 - Estoppel certificate and 4th amendment to lease (PDF)

When recorded, return to:

Greenberg Traurig, LLP
 77 West Wacker Drive, Suite 3100
 Chicago, Illinois 60601
 Attention: Martin J. Lee, Esq.

(For Recorder's Use Only)

LESSOR'S ESTOPPEL CERTIFICATE
 AND FOURTH AMENDMENT TO LEASE

MIZUHO BANK, LTD, together with each of their successors and/or assigns
 1271 Avenue of the Americas
 New York, New York 10020,

Re: That certain License Agreement dated as of December 19, 2012 by and between Core Campus Investment Partners LLC, a Delaware limited liability company ("Investment Partners"), as lessee, and the City of Columbia, South Carolina, a body politic of the State of South Carolina (together with its successors and/or assigns, "Lessor"), as lessor (the "Original Lease"), as amended by (i) that certain Amendment of License Agreement and Memorandum of Lease Agreement dated as of March 26, 2013, by and between Core Campus Columbia I LLC, a Delaware limited liability company ("Core Campus") (the assignee of Investment Partners), as lessee and Lessor, as lessor (the "First Amendment"), which First Amendment was recorded in Book 1848, Page 3552 of the Richland County Register of Deeds Office; (ii) that certain Lessor's Estoppel Certificate and Amendment to Lease dated March 31, 2015, by and between Core Campus, as lessee, and Lessor, as lessor (the "Second Amendment"), which Second Amendment was recorded in Book 2021, Page 2468 of the Richland County Register of Deeds Office; and (iii) that certain Second Amendment of License Agreement and Memorandum of Lease dated as of June 30, 2022 by and between Core Campus, as former lessee, Core SVA Columbia Main, LLC, a Delaware limited liability company (together with its successors and/or assigns, "Lessee") (the assignee of Core Campus), as lessee, and Lessor, as lessor (the "Third Amendment");

the Original Lease together with the First Amendment, Second Amendment and Third Amendment, collectively, as the same may be further amended, the “Lease”).

Gentlemen:

You have advised us that **MIZUHO BANK, LTD.**, a Japanese banking corporation, having an address at 1271 Avenue of the Americas, New York, New York 10020, as administrative agent for the lenders and as a lender (together with its successors and/or assigns, the “Mizuho Lender” and, together with any future lender holding a mortgage on the Lease Estate, “Lender”) has proposed to make a loan (the “Loan”) to Lessee. The Loan will be secured by, among other things, the Lessee’s rights, titles and interests, as lessee, under the Lease (the “Lease Estate”) in the real property described on Exhibit A hereto (the “Property”). The Loan will be secured by that certain first priority Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be supplemented, amended, restated, renewed, replaced, substituted, modified or extended from time to time, the “Mizuho Lender’s Mortgage” and, together with any future mortgage on the Lease Estate, the “Lender’s Mortgage”) executed by Lessee, as borrower for the benefit of Mizuho Lender encumbering, among other property, the Lease Estate and the improvements located on the premises demised under the Lease. For the purpose of providing information to Mizuho Lender and its successors and assigns, with the understanding that they will rely upon the information provided herein, effective as of March __, 2025, Lessor certifies, covenants and agrees, as follows:

1. Lessor is the fee owner of the Property and is the Lessor under the Lease, and there is no mortgage or deed of trust or other liens or encumbrances encumbering Lessor’s fee simple title to the Property.

2. A true and complete copy of the Lease and of all amendments, assignments, and modifications related thereto are attached hereto collectively as Exhibit B, and, except as reflected in Exhibit B, the Lease has not been modified or amended in any other respect. For purposes of recordation of this Lessor’s Estoppel Certificate and Fourth Amendment to Lease (this “Agreement”) only the description of the Lease will be attached as Exhibit B to the recorded copy of this Agreement.

3. The Lease is in full force and effect, and, to Lessor’s knowledge, there is no existing default under the Lease, and Lessor knows of no event which, with notice or the passage of time or both, would constitute a default under the Lease.

4. There is no defense, offset, claim or counterclaim by or in favor of Lessor against Lessee under the Lease.

5. There is no suit, action, proceeding or audit pending or, to the knowledge of Lessor, threatened against or affecting Lessor or the Property under the Lease at law or in equity or before or by any court, administrative agency, or other governmental authority which brings into question that the validity of the Lease or which, if determined adversely against Lessor, might result in any adverse change to the Lease Estate.

6. To Lessor’s knowledge, the only person or entity presently having an interest in the Lease Estate as Lessee under the Lease is Lessee.

7. The Lease commenced on December 19, 2012 and will expire pursuant to its terms on December 19, 2067.

8. Lessee has paid all charges arising and due and payable under the Lease through April 1, 2025 and the next payment is due on April 15, 2025 in the amount of \$16,704.86.

9. Lessor acknowledges that neither the execution and delivery of the Mizuho Lender's Mortgage, nor any modification thereof or assignment of the beneficial interests thereunder, will be a default under the Lease.

10. All improvements required to be constructed by Lessee under the provisions of the Lease have been completed in accordance with the provisions of the Lease, and within the time periods required under the Lease.

11. The right of first refusal described in Section 14 of the Original lease has not been exercised and remains in full force and effect.

12. Lessor acknowledges that Mizuho Lender has requested, and Lessor hereby agrees to send to Mizuho Lender, copies of all notices hereafter given by the Lessor to Lessee, and Lessor will send such notices to:

Mizuho Lender: MIZUHO BANK, LTD.,
a Japanese banking corporation
1271 Avenue of the Americas
New York, New York 10020
Attention: Christian Berry
Phone No.: (212) 282-3903
Email: Christian.Berry@mizuhogroup.com

with a copy to

MIZUHO BANK, LTD.,
a Japanese banking corporation
1271 Avenue of the Americas
New York, New York 10020
Attention: Jim Brett
Phone No.: (212) 282-4179
Email: Jim.Brett@mizuhogroup.com

and

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attention: Steven M. Kornblau, Esq.
Phone No.: 212-407-4217

Email: skornblau@loeb.com

or to such other address as Mizuho Lender may hereafter specify by written notice to Lessor.

13. Lessor acknowledges and agrees that (A) all rights, remedies, benefits and interests of Midland National Life Insurance Company as “Lender” under the Second Amendment shall run to the benefit of Mizuho Lender and each other Lender; and (B) paragraphs 11 through 16 of the Second Amendment shall bind Lessor and Lessee and inure to the benefit of each Lender, with the same force and effect as though those provisions were completely set forth in this Agreement, except for the purposes of incorporating such paragraphs (i) the terms “Lender,” “Lessor,” “Lessee,” “Lease Estate,” “Lease,” “Property” and “Lender’s Mortgage” shall have the meanings ascribed to such terms in this Agreement, (ii) the term “Loan” shall mean the Loan as defined in this Agreement and any future loan made by a Lender that is secured by a Lender’s Mortgage and (iii) the term “Agreement” shall mean this Agreement.

14. This Agreement may not be changed, waived or discharged orally, but only by an agreement in writing, is in supplementation to the provisions of the Lease and in no event will be construed as reducing the rights to which the Lessee or of any Lease Estate lender would otherwise be entitled under the Lease, as heretofore amended. Except as modified hereby the Lease shall remain in full force and effect.

15. This Agreement shall inure to the benefit of each Lender, its respective participants, and their respective successors and assigns, and all parties claiming by, through or under them, including any successor holder of any Loan now or hereafter secured by a Lender’s Mortgage on the Lease Estate, and a copy of this Agreement may be delivered to any such party. The provisions hereof shall also inure to the benefit of any future Lender providing financing to a Lessee as if such future Lender were a party hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated to be effective as of the date set forth in the first paragraph hereof.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

“LESSOR”

CITY OF COLUMBIA, SOUTH
CAROLINA

(Witness #1)

Name:

By:_____
(SEAL)

Name: _____
Title: City Manager

(Witness #2)

Name:

STATE OF _____)
)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by _____, City Manager of CITY OF COLUMBIA, SOUTH CAROLINA,
on behalf of the City of Columbia, South Carolina.

(L.S.)

Notary Public for _____

My Commission Expires:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
LESSEE'S SIGNATURE ON FOLLOWING PAGE]

“LESSEE”:

(for purposes of agreeing and consenting to any amendments of the Lease only)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CORE SVA COLUMBIA MAIN LLC,
a Delaware limited liability company

(Witness #1)

By: _____ (SEAL)

Name:

Title:

Name:

(Witness #2)

Name:

STATE OF _____)
)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of CORE SVA COLUMBIA MAIN LLC, a Delaware limited liability company.

(L.S.)

Notary Public for _____

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY COVERED BY LEASE

Richland County, South Carolina

All that certain piece, parcel, lot or tract of land, with all improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, within the block bounded by Main, Hampton, Sumter and Washington Streets (being currently designated as 1426 Main Street), being shown and delineated as Parcel F upon a plat entitled Boundary Survey for Palmetto Center Office Building, prepared for Main Street Associates by Cox and Dinkins, Inc., Engineers-Surveyors, dated October 3, 1984, recorded or to be recorded in the Office of the Register of Mesne Conveyances for Richland County, said plat being incorporated into this description by reference and made a part hereof, and having the following measurements and boundaries as shown thereon:

Commencing at a point located 21.63 feet east of the southeastern intersection of the right-of-way of Main Street and Hampton Street and running therefrom S 64° 58' E along Parcel E for a distance of 62.52 feet to a point; thence cornering and running S 19° 58' E along Parcel C for a distance of 9.92 feet to a point; thence cornering and running S 64° 58' E along Parcel C for a distance of 92.69 feet to a point; thence cornering and running S 19° 58' E along Parcel C for a distance of 135.07 feet to a point; thence cornering and running S 25° 02' W along Parcel C for a distance of 106.01 feet to a point; thence cornering and running S 70° 02' W along Parcel C for a distance of 34.79 feet to a point; thence cornering and running N 19° 58' W along the edge of the concrete sidewalk separating this parcel from Main Street for a distance of 329.70 feet to the point of beginning; be all measurements a little more or less.

Parking Facility:

All the land, property and space, situate on the east end of the block bounded by Hampton, Sumter, Washington and Main Streets, in the City of Columbia, County of Richland, State of South Carolina, lying above a horizontal plane at elevation Two Hundred Eighty-seven and Seventy-seven hundredths (287.77') feet above mean sea level and below a horizontal plane at elevation Three Hundred Seven and Five-tenths (307.5') feet above mean sea level, determined with reference to the U.S. Coast and Geodetic Survey Monument P-2, mounted vertically in the southwest corner of the Palmetto Building at the intersection of Washington and Main Streets in the City of Columbia, State of South Carolina (the elevation of said monument being Three Hundred Fourteen and Forty-four hundredths (314.44') feet above mean sea level) within and bounded by the intersection of said horizontal planes with the following perimetric boundaries:

Commencing, as shown on a Boundary and Basement Overlap Diagram dated August 16, 1982, entitled Palmetto Center Parking Facility, and prepared by Stevens & Wilkinson, Inc. at the southeastern corner of the parcel of land shown on said plat, said corner being at the northwesterly corner of the intersection of Sumter and Washington Streets, and running along Washington Street a total distance of One Hundred Fifteen feet Three and one-half inches (115' 3.5") to a point; thence turning and running in a generally north, northwesterly direction for a distance of One Hundred Nine feet Nine inches (109' 9") to a point; thence turning and running in a south, southwesterly direction a distance of Forty-five (45') feet to a point; thence turning and running in a north, northwesterly direction for a distance of Fifty-six feet Four Inches (56' 4") to a point;

thence turning and running in an east, northeasterly direction a distance of Forty-five (45') feet to a point;

thence turning and running in a north, northwesterly direction a distance of Two Hundred Fifty-two feet Eleven inches (252' 11") to the property line separating said tract from Hampton Street; thence turning and running along Hampton Street in an east, northeasterly direction a total distance of One Hundred Fifteen feet Three and one-half inches (115' 3.5") to the southwestern corner of the intersection of Hampton and Sumter Streets; thence turning and running along the property line separating said tract from Sumter Street for a total distance of Four Hundred Nineteen (419') feet to the point of commencement, be all measurements a little more or less.

Easement Parcels:

All rights, titles and interest of Main Street Associates, in and to the Joint Use Agreement and the easements therein created (and the premises described therein pursuant to said Joint Use Agreement), by and among the City of Columbia, Hampton Street Associates, Main Street Associates and South Carolina Electric and Gas Company, dated December 1, 1981, and Addendum, dated December 1, 1981, recorded January 14, 1982, in Deed Book D-598, at page 713, in the Office of the Register of Mesne Conveyances for Richland County, which Joint Use Agreement was subsequently amended by Amendment Number Three to Joint Use Agreement, dated September 14, 1983, recorded in Book D-716, page 376; further amended by Amendment Number Four to Joint Use Agreement, dated January 24, 1995 (unrecorded), further amended by Amendment Number Five to Joint Use Agreement, dated July 17, 1995 (unrecorded), and further amended by Amendment Number Six to Joint Use Agreement dated December [], 1996 (unrecorded), and further amended by Amendment Number Seven to Joint Use Agreement, dated December 29, 2012, recorded in Book 1823, Page 1168, and further amended by Amendment Number Eight to Joint Use Agreement, dated May 13, 2014, recorded in Book 2013, Page 3846, as the same may be further modified or amended from time to time.

TOGETHER WITH RIGHTS IN THE EASEMENT AGREEMENT BETWEEN MAIN STREET ASSOCIATES and SEVEN SEVENTEEN HB COLUMBIA CORPORATION, dated December 17, 1996, recorded in Book 039, page 0163; and

TOGETHER WITH ALL EASEMENTS AND OTHER RIGHTS SET FORTH in that Deed from The City of Columbia to South Carolina Electric and Gas Company, dated December 29, 1983, recorded in 'Richland County ROD office in Book D-676, page 61.

TOGETHER WITH RIGHTS IN THE EASEMENT GRANTED BY THE CITY OF COLUMBIA TO CORE CAMPUS COLUMBIA I, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED IN BOOK 1884, PAGE 3591.

Leasehold Parcel:

TOGETHER WITH THOSE LEASEHOLD RIGHTS set forth in that certain License Agreement dated as of December 19, 2012 by and between Core Campus Investment Partners LLC, a Delaware limited liability company ("Investment Partners"), as lessee, and the City of Columbia, South Carolina, a body politic of the State of South Carolina (together with its successors and/or assigns, "Lessor"), as lessor (the "Original Lease"), as amended by (i) that certain Amendment of License Agreement and Memorandum of Lease Agreement dated as of March 26, 2013, by and

between Core Campus Columbia I LLC, a Delaware limited liability company (“Core Campus”) (the assignee of Investment Partners), as lessee and Lessor, as lessor (the “First Amendment”), which First Amendment was recorded in Book 1848, Page 3552 of the Richland County Register of Deeds Office; (ii) that certain Lessor’s Estoppel Certificate and Amendment to Lease dated March 31, 2015, by and between Core Campus, as lessee, and Lessor, as lessor (the “Second Amendment”), which Second Amendment was recorded in Book 2021, Page 2468 of the Richland County Register of Deeds Office; (iii) that certain Second Amendment of License Agreement and Memorandum of Lease dated as of June 30, 2022 by and between Core Campus, as former lessee, Core SVA Columbia Main, LLC, a Delaware limited liability company (together with its successors and/or assigns, “Lessee”) (the assignee of Core Campus), as lessee, and Lessor, as lessor (the “Third Amendment”); and (iv) this Lessor’s Estoppel Certificate and Fourth Amendment to Lease dated as of the date hereof, by and between Lessee, as lessee, and Lessor, as lessor (the “Fourth Amendment”; the Original Lease together with the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, collectively, as the same may be further amended, the “Leasehold”), which Fourth Amendment will be recorded following the date hereof.

DERIVATION: This being the identical property conveyed to Core SVA Columbia Main, LLC by deed of Core Campus Columbia I, LLC, recorded September 12, 2022 in Deed Book 2778 at page 2804 in the office of the Register of Deeds for Richland County.

EXHIBIT B
DESCRIPTION AND COPIES OF LEASE, AMENDMENTS,
ASSIGNMENTS, AND MODIFICATIONS

That certain License Agreement dated as of December 19, 2012 by and between Core Campus Investment Partners LLC, a Delaware limited liability company (“Investment Partners”), as lessee, and the City of Columbia, South Carolina, a body politic of the State of South Carolina (“Lessor”), as lessor (the “Original Lease”), as amended by (i) that certain Amendment of License Agreement and Memorandum of Lease Agreement dated as of March 26, 2013, by and between Core Campus Columbia I LLC, a Delaware limited liability company (“Core Campus”) (the assignee of Investment Partners), as lessee and Lessor, as lessor, recorded in Book 1848, Page 3552 of the Richland County Register of Deeds Office; (ii) that certain Lessor’s Estoppel Certificate and Amendment to Lease dated March 31, 2015, by and between Core Campus, as lessee, and Lessor, as lessor, recorded in Book 2021, Page 2468 of the Richland County Register of Deeds Office; and (iii) that certain unrecorded Second Amendment of License Agreement and Memorandum of Lease dated as of June 30, 2022 by and between Core Campus, as former lessee, Core SVA Columbia Main, LLC, a Delaware limited liability (the assignee of Core Campus), as lessee, and Lessor, as lessor.

ORDINANCE NO.: 2025-025

Authorizing the City Manager to execute a Lessor's Estoppel Certificate and Fourth Amendment to Lease between the City of Columbia and Core SVA Columbia Main LLC

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2025, that the City Manager is hereby authorized to execute the attached Lessor's Estoppel Certificate and Fourth Amendment, or on a form approved by the City Attorney, between the City of Columbia and Core SVA Columbia, Main LLC.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: April 1, 2025

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2025-012 - Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1001 Senate Street, Columbia, South Carolina, Richland County TMS # R08916-03-12

REQUISITION NO.: R-2025-012

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** R-2025-012 - Certify 1001 Senate Street abandoned building site (PDF)

RESOLUTION NO.: R-2025-012

Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1001 Senate Street, Columbia, South Carolina, Richland County TMS # R08916-03-12

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes; and,

WHEREAS, 1001 Senate Street, LLC ("Taxpayer") or its assigns, (the "Owner" or "Owners" or the "Taxpayer" or the "Taxpayers") is the owner and developer of real property located at 1001 Senate Street, as identified on the Richland County Tax Maps as TMS# R08916-03-12; and,

WHEREAS, the Taxpayer has filed with the South Carolina Department of Revenue a Notice of Intent to Rehabilitate the property for development for office use; and

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

WHEREAS, the Property is the former Columbia Central Fire Station site, built in 1951 and listed on the National Register of Historic Places and currently consists of three (3) structures: the two-story main fire station building, the two-story garage building and the six- story fire fighter training structure;

WHEREAS, South Carolina Code section 12-67-140E provides that, for otherwise qualifying abandoned building sites which are listed on the National Register of Historic Places, the taxpayer may subdivide each floor of a building into separate abandoned building units up to a total of seven (7) floors per building;

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WHEREAS, the Taxpayer plans to develop the three (3) structures on the site for residential, retail and hospitality use consisting of six (6) separate abandoned building units (each unit a "Building Site") which shall encompass the entire building site,

WHEREAS, the Taxpayer has filed six (6) Notices of Intent to Rehabilitate this abandoned building site with the South Carolina Department of Revenue; and

WHEREAS, the Taxpayer has requested that the City certify that the site is an abandoned building site as defined by Section 12-67-120; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2025, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Property contains Abandoned Building Sites as defined in Section 12-67-120(1); and

Section 2. The geographic area of the Building Site is consistent with Section 12-67-120(2) of the Act.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

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