



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 5, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, April 5, 2022 at 4:00 p.m. at City Hall, 1737 Main Street, Columbia, SC 29201. Members of the public are encouraged to participate remotely by viewing the meeting online at www.columbiasc.gov or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **4723**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igmp2.com. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the March 8, 2022 Work Session and March 15, 2022 Council Meeting Minutes.

PRESENTATIONS

2. National Public Safety Telecommunicators Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
3. National Community Development Week, Columbia Fair Housing Month, and National Financial Literacy Month Proclamations - The Honorable Daniel J. Rickenmann, Mayor



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CITY COUNCIL DISCUSSION / ACTION

4. HOME Investment Partnership American Rescue Plan (HOME-ARP) Allocation Plan Final Draft - Ms. Gloria Saeed, Community Development Director

CONSENT AGENDA ITEMS 5 THROUGH 21

5. Council is asked to approve a Contract to Purchase Trend Micro Service and Renew Support, as requested by the Information Technology Department on February 28, 2022. Award to SHI International Corporation, using the Omnia Partners - IT Solutions Cooperative Contract in the amount of \$64,000.02. The vendor is located in Somerset, NJ.

Funding Source: Information Technology - Maintenance & Service Contract; (1011120-638200). The original budget amount is \$64,000.02.

6. Council is asked to approve the Purchase of the AVaiLWeb and Hardware Warranty for Vehicle Locator Services, as requested by the Columbia Police Department on March 16, 2022. Award to Utility Associates, Inc. in the amount of \$82,645.88. The vendor is located in Decatur, GA.

Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount is \$82,645.88

7. Council is asked to approve a Contract Renewal for the Gunshot Detection System, as requested by the Columbia Police Department on January 27, 2022. Award to ShotSpotter, Inc., as a Sole Source in the amount of \$574,735.00. The vendor is located in Newark, CA.

Funding Source: Police Administrative Services - Maintenance & Service Contracts (1012402-638200). The original budget amount is \$574,735.00.

8. Council is asked to approve a Contract to Purchase a 2022 Wheel Loader with Coupler and Tink Claw Bucket for the Solid Waste Division, as requested by the Fleet Services Division on December 29, 2021. Award to Blanchard Machinery Company, using the SC State Contract in the amount of \$157,158.00. The vendor is located in West Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$157,158.00.



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9. Council is asked to approve Contract Amendment #5 for Project SS7462; Investigation of the Crockett Road, Atlas Road, and Versch Lock Lift Stations, as requested by Columbia Water on January 26, 2022. Award to Constantine Engineering, Inc. in the amount of \$79,320.00. The firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects, Crockett, Atlas, Versch Lift Stations (5529999-SS746201-658650). The original budget amount is \$62,500.00. The budget amount for amendments 1-4 is \$289,454.00. The budget amount for this amendment is \$79,320.00. The total revised budget amount is \$431,274.00.

This is a Mentor Protégé Program Project. Constantine Engineering, Inc. is the mentor and will provide final design and construction services at 8.64% (\$6,856.00) of the amendment amount. Rohadfox Construction Control Services, a Minority Business Enterprise of Columbia, SC, is the protégé and will assist with the permitting portion of this amendment at 20.00% (\$15,864.00) of the amendment amount.

The following subcontractors will provide additional services:

Steadman and Associates of Columbia, SC will provide surveying and preparation of easement plats at 7.38% (\$5,850.00) of the amendment amount.

Terracon Consultants of Greenville, SC will provide wetland delineation and permitting for the new location of gravity sewer at 11.03% (\$8,750.00) of the amendment amount.

KCI Engineering of Cayce, SC will provide assistance with no-rise certification at 52.95% (\$42,000.00) of the amendment amount.

10. Council is asked to approve a Professional Services Agreement for Project SD8434; Rocky Branch Restoration at Maxcy Gregg Park, as requested by Columbia Water on February 16, 2022. Award to Wood Environment & Infrastructure Solutions, Inc. in an amount not to exceed \$265,948.00. The firm is located in West Columbia, SC.

Funding Source: Stormwater Improvement Capital Project Control - Rocky Branch Stream Restoration - Capital Project (5549999-SD843401-658650). The original budget amount is \$265,948.00.

This is a Mentor Protégé Program Project. Wood Environment & Infrastructure Solutions, Inc. is the mentor and will provide technical consulting support for a stream restoration project of Rocky Branch at Maxcy Gregg Park at 54.15% (\$144,018.00) of the total contract amount. CES Group Engineers, LLP, a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide survey and utility mapping and encroachment permitting services at 20.10% (\$53,450.00) of the total contract amount.

The following subconsultants will provide additional services:

Pond & Company, Inc., of Columbia, SC, will provide stream support design, landscape architecture design, and construction oversight services at 18.79% (\$49,980.00) of the total contract amount.



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ESP Associates, Inc., of Fort Mill, SC, will provide hydraulic analysis and Conditional Letter of Map Revision (CLOMR) preparation services at 6.96% (\$18,500.00) of the total contract amount.

11. Council is asked to approve Contract Amendment #1 for Additional Parts and Labor for Bearing Assemblies, Clarification Equipment, and Pumping Equipment, as requested by Columbia Water on February 28, 2022. Award to Evoqua Water Technologies, in the amount of \$200,000.00. The vendor is located in Waukesha, WI.

Funding Source: Utilities Metro Wastewater Plant - Machine Equipment - Capital (5516208-658300). The original budget amount is \$100,000.00. The budget amount for this amendment is \$200,000.00. The total revised budget amount is \$300,000.00.

12. Council is asked to approve a Professional Services Agreement for Project SD8473; Belvedere Neighborhood Stream Restoration, as requested by Columbia Water on February 1, 2022. Award to AECOM Technical Services, Inc. in an amount not to exceed \$450,378.00. The firm is located in Columbia, SC.

Funding Source: Stormwater Improvement Capital Project Control - Belvedere Stream Stabilization - Capital Project Cost (5549999-SD847301-658650). The original budget amount is \$450,378.00.

This is a Mentor Protégé Program Project. AECOM Technical Services, Inc. is the mentor and will provide technical consulting support for the evaluation of the Smith Branch sub-watershed A and B at 80.00% (\$360,320.00) of the total contract amount. Atlantic South, LLC, a Minority Business Enterprise of Columbia, SC, is the protégé and will provide plat/deed research prior to beginning survey, field survey, and preparation of an AutoCAD file reflection at 20.00% (\$90,058.00) of the total contract amount.

13. Council is asked to approve additional funding for Indefinite Delivery Contracts for Waterline/Hydrant Leaks Restoration Services, as requested by Columbia Water on March 1, 2022. Award to Carolina Tap and Bore, Inc. of West Columbia, SC, Lake Murray Utility Company, Inc. of Chapin, SC, and G.H. Smith Construction, Inc. of Columbia, SC in a cumulative amount of \$600,000.00.

Funding Source: Utilities Water Distribution and Maintenance - Maintenance and Service Contract (5516203-638200). The budget amount for this additional funding is \$600,000.00.

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.

14. Council is asked to approve a Professional Services Agreement for Project SD8013; Eightmile Branch and Windsor Hill Evaluation, as requested by Columbia Water on February 21, 2022. Award to Thomas and Hutton in an amount not to exceed \$797,465.00. The firm is located in Columbia, SC.



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Funding Source: Stormwater Improvement Capital Project Control - 8-Mile Branch-Danfield to Chin - Capital Project Cost (5549999-SD801301-658650). The original budget amount is \$797,465.00.

This is a Mentor Protégé Program Project. Thomas and Hutton is the mentor and will perform a flood study and evaluate the Eightmile Branch for the City of Columbia at 39.68% (\$316,465.00) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide evaluation and design phase administration, preliminary planning, investigation, engineering, and alternatives analysis, survey and utility mapping, components of final design, and construction administration services at 24.03% (\$191,600.00) of the total contract amount.

The following subconsultant will provide additional services:

Biohabitats, Inc., of Baltimore, MD, will provide stream restoration services at 30.62% (\$244,200.00) of the total contract amount.

Terracon Consulting Engineers, of North Charleston, SC, will provide geotechnical and environmental services at 5.67% (\$45,200.00) of the total contract amount.

15. Council is asked to approve a Professional Services Agreement for Project SS7555; Lower Crane Creek Relief Sewer Phase 2, as requested by Columbia Water on February 24, 2022. Award to Black and Veatch Corporation in an amount not to exceed \$956,748.00. The firm is located in Greenville, SC.

Funding Source: Water and Sewer Capital Projects - Lower Crane Creek Phase 2 - Capital Project Costs (5529999-SS755501-658650). The original budget amount is \$956,748.00.

This is a Mentor Protégé Program Project. Black and Veatch Corporation is the mentor and will provide condition assessment, rehabilitation alternative analysis, and preliminary engineering services at 21.62% (\$206,802.00) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide assistance with project coordination, sanitary sewer evaluation survey services, utility coordination, and permitting agency coordination services at 72.78% (\$696,315.00) of the total contract amount.

The following subconsultants will provide additional services:

Bunnell-Lammons Engineering of Greenville, SC, will provide geotechnical exploration at 2.08% (\$19,915.00) of the total contract amount.

Wantman Group, Inc. of Austin, TX, will provide infrastructure condition assessment at 0.86% (\$8,250.00) of the total contract amount.

Civil Engineering Consulting Services of Columbia, SC, will provide wetland delineation at 1.25% (\$11,966.00) of the total contract amount.



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Summit Engineering Group, Inc. of Spartanburg, SC, will provide professional surveying services at 1.41% (\$13,500.00) of the total contract amount.

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 819 Skyland Drive; TMS# 07313-01-06

Ordinance No.: 2022-017 - Annexing 819 Skyland Drive, Richland County TMS# 07313-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 2

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

Applicant: Emily Frantz

Staff Recommendation: Approval

PC Recommendation: 01/13/2022; Approval (5-0)

First reading approval was given on March 15, 2022.

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 626 Sallie Baxter Road; TMS# 16404-11-01

Ordinance No.: 2022-015 - Annexing 626 Sallie Baxter Road, Richland County TMS# 16404-11-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

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

Applicant: Stacy M. Walden and James B. Walden

Staff Recommendation: Approval



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PC Recommendation: 01/13/2022; Approval (5-0)

First reading approval was given on March 15, 2022.

18. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1010 Edgefield Street; TMS# 09107-13-19

Ordinance No.: 2022-014 - Annexing 1010 Edgefield Street, Richland County TMS# 09107-13-19 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Emily Kluttz and David Johnson

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

First reading approval was given on March 15, 2022.

19. ZONING MAP AMENDMENT for 1810 Allen Benedict Court, TMS# 11408-03-01

Ordinance No.: 2022-018 - Amending the Official Zoning Map to modify the zoning for 1810 Allen Benedict Court, Richland County TMS # 11408-03-01

Council District: 2

Proposal: Request to rezone the property from Residential Mixed District (RM-2) to Mixed-Use District (MU-2).

Applicant: Gerald A. Lee, Chao and Associates, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

First reading approval was given on March 15, 2022.



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20. Ordinance No.: 2022-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee

First reading approval was given on March 15, 2022.

21. Ordinance No.: 2022-026 - Amending Ordinance 2021-022 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2022

First reading approval was given on March 15, 2022.

ORDINANCES - SECOND READING

22. Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones

First reading approval was given on March 15, 2022.

ZONING / PLANNING MATTERS - SECOND READING

23. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1458 Carolina Road a/k/a 1458 Trinity Three Road; TMS# 16414-08-03

Ordinance No.: 2022-016 - Annexing 1458 Caroline Road a/k/a 1458 Trinity Three Road, Richland County TMS# 16414-08-03 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Office and Institutional District (O-I) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Patricia R. Edwards / Big & Tall, LLC



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Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

First reading approval was given on March 15, 2022.

24. **ZONING TEXT AMENDMENT** to Amend Chapter 17, Appendix D for (Historic Sub-District Boundaries, Earlewood Protection Area, Area A) to add TMS# 09107-13-19 (1010 Edgefield Street)

Ordinance No.: 2022-019 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries

Proposal: Amend Chapter 17, Appendix D: Historic Sub-District Boundaries; request to add TMS# 09107-13-19 (1010 Edgefield Street) to Chapter 17, Appendix D: Historic Sub-District Boundaries (Earlewood Protection Area, Area A) at the time of the property's annexation.

Pertinent Sections: Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

First reading approval was given on March 15, 2022.

ORDINANCES - FIRST READING

25. **Ordinance No.: 2022-021 - Approval for Conveyance of Falling Spring Court, Identified as Richland County TMS#09107-02-02 to Deliverance and Revival Center Church; CF#250-551**

ZONING / PLANNING MATTERS - FIRST READING

26. **ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1.229 acre portion of 181 Newland Road; TMS# 25600-03-15(p)**



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Ordinance No.: 2022-027 - Annexing 1.229-acre portion of 181 Newland Road Richland County TMS# 25600-03-15 (portion)

Council District: 4

Proposal: Request to assign an interim land use classification of Urban Edge Community Activity Center (UEAC-1) and assign interim zoning of Light Industrial District (LI) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: American Container Services, Inc.

Staff Recommendation: Approval

PC Recommendation: 03/10/2022; Approval (7-0)

27. **ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road; TMS# 28908-03-01 and 28904-01-16**

Ordinance No.: 2022-028 - Annexing 28.24 acres E/S Riding Grove Road, Richland County TMS# 28908-03-01 and 0.07 acre SE/S Riding Grove Road, TMS# 28904-01-16

Council District: 4

Proposal: Request to assign an interim land use classification of Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Premium Development, LLC and Woodcreek Development, LLC

Staff Recommendation: Approval

PC Recommendation: 03/10/2022; Approval (7-0)

RESOLUTION

28. **Resolution No.: R-2022-026 - Approval for Release and Abandonment of City of Columbia Sewer Easements for CIP Project# SS7261 (Lake Katherine Sewer Line Capacity Enhancement Project); Richland County TMS#13816-01-20, 13915-11-44, 13816-01-21, 13913-05-22, 13913-05-20, 13913-05-19, 13913-05-18, 13913-05-09, 13914-02-04, 13913-02-03, 13914-02-02, 13911-03-17, 13914-01-01; CF#250-378**



We Are Columbia

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EVENT RESOLUTIONS

- 29. Resolution No.: R-2022-025 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Art Blossom Fundraiser, on Wednesday, May 4, 2022, Friday, May 6, Saturday, May 7 and Sunday, May 8, 2022
- 30. Resolution No.: R-2022-027 - Authorizing consumption of beer and wine only in Founders Park, 431 Williams Street at Pre-Game Block Parties, on Saturday, April 9 and 16, 2022
- 31. Resolution No.: R-2022-029 - Authorizing consumption of beer and wine only within the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza at the Jam Room Music Festival on Saturday, October 8, 2022

APPOINTMENTS

- 32. Council is asked to approve the appointment of Mr. Billy Cantey to the Tax Modernization Committee, as requested by The Honorable Daniel J. Rickenmann, Mayor.

OTHER MATTERS

- 33. Council is asked to approve the Installation of a Four-Way Stop Control at the Intersection of Red Bay Road and Coopers Nursery Road, as requested by the Woodcreek Farms Homeowner's Association.

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

- 34. Central Midlands Council of Governments March 24, 2022 Board Meeting

Councilman Taylor is providing this information in lieu of a verbal report.

PUBLIC INPUT



We Are Columbia

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EXECUTIVE SESSION

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

*Executive Management and Leasing, Inc.
Convention Center
Evergreen*

ADJOURNMENT



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the March 8, 2022 Work Session and March 15, 2022 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** MN_03_08_2022 (PDF)
- **#b:** MN_03_15_2022 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 8, 2022

The Columbia City Council conducted a Work Session on Tuesday, March 8, 2022 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 3:11 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore, The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

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

CITY COUNCIL DISCUSSION

1. Overview of Boards and Commissions - Ms. Ashley Jenkins Wood, Office of the City Manager - *Received as information. No action was taken.*
 - Standing Committees of City Council

Mayor Rickenmann said there has been some confusion about referrals versus calling a committee meeting. We need to establish protocol on how we want to schedule meetings and how we want to utilize them. My hope is to use them as true working committees so that we can get through issues and advance the ball forward. We need to coordinate all meetings with the clerk to provide notice to the public and have staff available.

The consensus of Council is to allow Standing City Council Committees to meet at the discretion of the committee chair with the approval of at least one more committee member. The committee does not need to wait until a referral is made by Council. The date, time and location of each meeting will be coordinated with the City Clerk.



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- Special Committees, Task Forces, and Commissions of City Council
 - Staff Liaisons
 - Citizen Appointments

Ms. Ashley Jenkins Wood, Office of the City Manager explained that there are six City Council standing committees; nine special committees, task forces, and commissions; five land use boards; and 31 external boards and commissions. She reviewed the City Code that governs the boards and commissions. She discussed the staff liaisons assigned to the special committees and task forces. She provided a list of the committees available for citizen appointments.

Ms. Teresa Wilson, City Manager discussed housekeeping matters related to the committees. She emphasized that the Fort-Jackson Columbia Joint Committee and the Short-Term Rentals Ad-Hoc Committee still need a chair appointed. She reviewed the Council appointments made to the newly created special committees, task forces, and commissions. She discussed the special committees that need citizen appointments.

- Land Use Boards and External Boards and Commissions
 - Purpose, Composition, Bylaws, and Membership
 - Forecast of Vacancies for Second Quarter (April to June 2022)

Ms. Ashley Jenkins Wood, Office of the City Manager provided Council with the purpose, composition, by laws, governing documents, and a current membership list for each of the land use boards and external boards and commissions. She provided a list of the current vacancies and a forecast of vacancies from April to June of this year.

- Citizen Appointments and Vacancies

Ms. Teresa Wilson, City Manager highlighted the vacancies for the Board of Zoning Appeals (BOZA), Form Based Codes (FBC), Building Board of Adjustment and Appeals (BBAA), Design Development Review Commission (DDRC), and the Planning Commission.

Mayor Rickenmann noted that the Planning Commission has two vacancies due to a member having been reappointed more than the allowed terms. He asked if it is necessary to have FBC as a separate committee or is it something that BOZA can do in its current form.



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Ms. Krista Hampton, Planning and Development Services Director said legally it is not required except for it being requested in the development agreement for Bull Street. The FBC is only for anything with a form based code and the Bull Street PUD is the only form based code we have. It was established specifically for that development. It could go to BOZA. To change this, it will require the developer to agree since it is governed by state statute. It would require a renegotiation of that part of the development agreement. This is required to be reviewed every five years. We have about three years and we could renegotiate and amend the agreement.

The consensus of Council is to fill the vacancies needed for the Form Based Codes Committee and let it run its course until the next review of the development agreement. Then, we need to negotiate the abolishment of the Form Based Codes Committee and incorporate all form based codes into the Board of Zoning Appeals. Council agreed to reconstitute the Building Board of Adjustment and Appeals to be composed of five new members with three year terms. The bylaws of the Building Board of Adjustment and Appeals have to be adjusted and the vacancies need to be advertised.

Councilor Taylor asked staff if the BBAA is required by law. If it is not required by law, we can remove the committee and make it a staff appeals process.

Ms. Krista Hampton, Planning and Development Services Director said I believe it is a requirement of the International Property Maintenance Code but if it is not, I will come back with recommendations.

Councilor McDowell asked if the training process for individuals vetted and appointed to DDRC will need to be continued.

Ms. Krista Hampton, Planning and Development Services Director explained that state law has a mandatory six-hour training requirement for all land use board members and staff.

The consensus of Council is for staff to add the six-hour training requirement to all land use boards advertisement notices.

Ms. Teresa Wilson, City Manager highlighted the vacancies for the external boards and commissions.

Councilor Herbert asked how the City advertises vacancies and how can Council help in recruiting candidates.



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Ms. Ashley Jenkins Wood, Office of the City Manager said vacancies are advertised on the City of Columbia website via a press release from PR. We also send the press release to a list of outside agencies and leadership organizations. Now, we have Matchboard which will expand it even more. Matchboard is a streamlined online application portal that provides a single point of entry for applicants and management of the application process. It gives a comprehensive review of boards and commissions, appointments, and membership term limits. Matchboard allows citizens to create a profile and apply. They can apply for boards they are interested in but Matchboard also provides recommendations for other boards they potentially qualify to serve on. There is also an interface for staff and Council to be able to view information about each candidate.

- Enhancements to the Appointment Process

Ms. Ashley Jenkins Wood, Office of the City Manager said historically appointments have always been at Council's discretion. Council has always had the option to nominate anyone to any committee. Candidates can also send in the application. The application includes their name, address, age, interests, any related experience, and additional information they want to include. Council can still nominate and appoint a person they think is a great candidate. It is still necessary to complete the application because that is how we track appointments. We also keep applications for two years. If the applicant is not selected this time around, we review applications that we have on file when vacancies come up.

- Council Suggestions

The consensus of Council is to use both the application process and nominations by Council members to select individuals to be appointed. Nominations do not have to be restricted to the district the Council member represents. The focus will be to find the best candidate.

Mayor Rickenmann said as we continue to move forward we need to work through the list of external committees to make sure they are all relevant to today. We need to see if there are opportunities to merge committees together. We need a memo to include all external committees that have appointments available and include the process on how to apply so Council can send it out to potential candidates.

Councilor Taylor asked if there is an attendance policy for appointees.



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Ms. Ashley Jenkins Wood, Office of the City Manager said you can't miss three consecutive meetings. We receive meeting attendance lists and this information is also included in the recommendations we receive from external boards and commissions. Attendance is taken into account for reappointments.

2. American Rescue Plan Act Funding - Ms. Missy Caughman, Budget, Program Management, and Grants Director - *Received as information. No action was taken.*

Ms. Missy Caughman, Budget, Program Management, and Grants Director discussed the eligible uses for the State and Local Fiscal Recovery Funds (SLFRF). She reviewed the City's American Rescue Plan Act (ARPA) allocation in the amount of \$27,178,358. The funds are disbursed in two equal installments, a minimum of one year apart. The City received the first half of \$13.5 million in June 2021. The City also received HOME-ARP Funds in the amount of \$2,500,820. She addressed the City's goals for using ARPA funds. She reviewed the ARPA allocations that have been spent in this fiscal year and the proposed allocations for fiscal year 2022/2023. The priority categories for the allocations are public health, public safety, city projects and amenities, and neighborhoods and community investments.

Mayor Rickenmann said there should not be an allocation to the hospitality tax fund. That is money that can be put where we have a need. The hospitality tax fund has always been built on what is collected and that is what we need to distribute. We need to have further discussion regarding the parking fund. If it is a requirement because of bonding, then we have to address it but if not then we don't need to. We need to review each proposed allocation so we can start scheduling agenda items for the initiatives we all agree on. We have to look at what we can move forward today with the money we have received.

Councilor Taylor asked if there is any budget surplus that can be used instead of ARPA funds.

Councilor Herbert concurred with the Mayor and stated that time is of the essence. The process of spending the money can be lengthy and we need to move forward with the allocations we all have a consensus on.

Mr. Jeff Palen, Assistant City Manager and Chief Financial Officer said we need to keep in mind that we have only received the first installment of the ARPA funds. We do not know when or if we will get the other half. We can work on determining what can come out of ARPA funds and what can come out of surplus for this current year. In regards to the hospitality tax, we should be making our budget and meeting the obligations you all agreed on. If that is the case, that allocation can definitely be used for another project. This is the same case for the parking fund.



We Are Columbia

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The consensus of Council is to move forward with funding the public safety and public health initiatives. Council agreed to amend the current budget to allocate funds for the Pathways Unit.

3. HOME American Rescue Plan Act Funding - Ms. Gloria Saeed, Community Development Director - *Received as information. No action was taken.*

Ms. Gloria Saeed, Community Development Director said the goal for the HOME-ARP fund is to reduce homelessness and increase housing stability across the nation. The City of Columbia HOME-ARP allocation is \$2,500,820. She discussed the eligible activities and the qualifying populations. She reviewed the survey results received from organizations that help homeless individuals with housing and service needs. She presented the allocation plan which included the steps completed, in progress, and the final steps before submitting the plan to HUD. The target date to submit to HUD for review and approval is April 8, 2022.

Councilor Bussells said I have heard non-congregate shelter and supportive service activities are great needs. It is an evidence-based approach to provide stable housing and support for those experiencing mental health crises. It could also help build out some of our initiatives with CPD and public safety.

Councilor Brennan recommended the fund be used to provide low-interest loans to developers to provide residential type [housing] stock.

The consensus of Council is to use at least \$500,000 of the funding for supportive service activities for continued mental health and substance abuse prevention efforts in the homeless population and to use the rest of the funds to support stable shelter and housing. Council reserves the flexibility to amend the funds after input is received from the public comment period.

4. City Council Meeting Schedule - Ms. Teresa Wilson, City Manager - *Received as information. No action was taken.*

Ms. Teresa Wilson, City Manager discussed the schedule for budget workshops and the second part of the Council retreat.

The consensus of Council is to hold the second part of the Council retreat on April 27 and 28, 2022.



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EXECUTIVE SESSION

Upon a motion made by Mr. Taylor and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 5:59 p.m. for the discussion of **item 5**.

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

- *Executive Management and Leasing, Inc.*

ADJOURNMENT

The meeting was adjourned at 6:45 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 15, 2022

The Columbia City Council conducted a meeting on Tuesday, March 15, 2022 at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:01 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable William Brennan, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. The Honorable Edward H. McDowell, Jr., Mayor Pro-Tempore and The Honorable Aditi Bussells participated remotely. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to adopt the agenda subject to adding Resolution R-2022-028 (*Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Live on Boyd Plaza on Sunday April 3, 2022*) to Event Resolutions as **Item 22**.

PUBLIC INPUT ON AGENDA ITEMS

Ms. Bernetha Moultrie, Greenview Community resident expressed her concerns regarding the repeals included in Ordinance 2022-020. We have experienced many problems dealing with gun violence in our community. In cooperation with the County Sheriff's Office, the Columbia Police Department, and with all of our community citizens, we have seen a decline in gun violence. There are still ongoing problems, but not as much as it has been in the past. She asked for clarification on why the ordinances are being repealed. She asked Council to keep the safety of citizens in mind.

Mayor Rickenmann said we are repealing these because when we passed the ghost guns and schools zone ordinances in 2019, we were sued by the state. Essentially, what it comes down to is we lost the case and now we can't enforce them. We have not been able to use any of these ordinances since 2019. There is a school zone state statute in place that does not allow anybody to have guns at school or on the property. We will continue to enforce that and ask for the maximum.



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The state preempts local legislation so we don't have any authority to go beyond what the state has.

APPROVAL OF MINUTES

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

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the March 1, 2022 Council Meeting Minutes.

PRESENTATIONS

2. AmeriCorps Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed the week of March 13-19, 2022 as AmeriCorps Week in the City of Columbia.

Ms. Deja Vaughn, MRC Operations Manager for United Way of the Midlands said I just want to say thank you on behalf of AmeriCorps, South Carolina and the United Way of the Midlands. I know from experience that serving the community has a huge impact so we also appreciate your work.

CITY COUNCIL DISCUSSION / ACTION

3. American Rescue Plan Proposed Allocations for Fiscal Year 2021/2022 - Ms. Missy Caughman, Budget, Program Management, and Grants Director – *Approved*

Ms. Missy Caughman, Budget, Program Management, and Grants Director said what is included in the budget amendment is an allocation of \$500,000 for cost incurred to date and \$85,000 for additional expenses between now and June 30th. We also have included the allocation for premium pay and the vaccine incentives. That is a reimbursement to ourselves for those costs that have already been spent. We have also incorporated funds for year one of the proposed Pathways Unit, the Fire Department's second set of bunker gear and gear extractors, and for year one of the demolition cost.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to approve the American Rescue Plan Proposed allocations for fiscal year 2021/2022.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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CONSENT AGENDA ITEMS 4 THROUGH 10

Upon a single motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve Consent Agenda **Items 4** through **10**.

Mayor Rickenmann explained that item 8 is a contract to spend a little over \$10 million that is part of our investment in reducing the amount of spills by investigating, replacing, repairing, and lining about 70,000 linear feet of our sewer system. This is one of the investments we marked as most important and need to continue to focus on. We appreciate the fact that our staff worked so hard to make this happen.

4. Council is asked to approve a Contract to Purchase Audio Visual Equipment, Installation, Programming, and One Year of Service for the Information Technology Department, as requested by the Support Services Division on February 14, 2022. Award to Advanced Video Group, Inc., using the SC State Contract in the amount of \$109,055.25. This vendor is located in Irmo, SC. – *Approved*

Funding Source: General Capital Projects - City Hall Renovations - Capital Project Costs; (4039999-CP106602-658650). The original budget amount is \$109,055.25.

5. Council is asked to approve a Contract to Purchase a 2022 Isuzu Diesel Truck with a Switch-N-Go Body for the Forestry and Beautification Division, as requested by the Fleet Services Division on November 2, 2021. Award to Shealy's Truck Center Inc., using the SC State Contract in the amount of \$114,382.93. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$114,382.93.

6. Council is asked to approve Contract Amendment #2 for Badger Meter BEACON Advanced Metering Analytics Managed Solution, as requested by Columbia Water on February 17, 2022. Award to Badger Meter Inc. in the amount of \$220,000.00. The firm is located in Milwaukee, WI. – *Approved*

Funding Source: Water and Sewer Capital Projects - Maintenance and Service Contract (5529999-WM435401-638200). The original budget amount is \$1,089,935.00. Amendment #1 was for a time extension only. The budget amount for this amendment is \$220,000.00. The total revised budget amount is \$1,309,935.00.



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7. Council is asked to approve a Contract to Purchase a 2022 Ford Van with an Enclosed Box for Wastewater Maintenance, as requested by the Fleet Services Division on January 27, 2022. Award to Jet-Vac Equipment Company, using the Sourcewell Cooperative Contract in the amount of \$345,857.88. The vendor is located in Sumter, SC. – *Approved*

Funding Source: Utilities Wastewater Maintenance - Autos Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$345,857.88.

8. Council is asked to approve a Contract for Project SS758302; Saluda River 02 Engineer-Led Find & Fix Services, as requested by Columbia Water on August 27, 2021. Award to McClam & Associates, Inc. in an amount not to exceed \$10,502,652.60, which includes contingency. This firm is located in Little Mountain, SC. – *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-SS758302-658650). The original budget amount is \$10,502,652.60.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 15% CDBE goal. The CDBE goal for this project was exceeded at 17.86%. McClam & Associates Inc. is the prime contractor and will provide rehabilitation services at 49.87% (\$4,761,081.00) of the total contract amount.

The following subcontractors will provide additional services:

AM Liner East of Berryville, VA will provide Cured In-Place Pipe services at 11.44% (\$1,092,000.00) of the total contract amount.

BLD Services, LLC of Kenner, LA will provide lateral Cured In-Place Pipe services at 11.65% (\$1,112,000.00) of the total contract amount.

Hydrostructures, PA of Pittsboro, NC will provide CCTV/Cleaning and manhole inspections at 4.16% (\$397,075.00) of the total contract amount.

Chao & Associates, Inc., a Minority Business Enterprise and a CDBE of Columbia, SC, will provide GIS updates at 0.05% (\$5,250.00) of the total contract amount.

Intech Coating Consultants, LLC of Alberta, Canada will provide manhole rehabilitation services at 2.66% (\$253,750.00) of the total contract amount.

Smoak Construction, LLC, a Minority Business Enterprise (W) and a CDBE of Little Mountain, SC, will provide open cut point repair services at 15.43% (\$1,473,420.00) of the total contract amount.

L.A. Barrier & Son Inc., a Minority Business Enterprise (W) and a CDBE of Lexington, SC, will provide hauling services at 2.38% (\$227,390.00) of the total contract amount.



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Sloan Construction Company, Inc. of Duncan, SC will provide asphalt milling and resurfacing services at 2.36% (\$225,900.00) of the total contract amount.

9. Ordinance No.: 2022-022 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Tarez Graham for the sale of property located at 934 Laurie Lane, Richland County TMS #11215-04-23 - *First reading approval was given on March 1, 2022 – Approved on second reading.*
10. Ordinance No.: 2022-023 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06 - *First reading approval was given on March 1, 2022 – Approved on second reading.*

ORDINANCES - FIRST READING

11. Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones – *Approved on first reading.*

Councilor Bussells thanked Ms. Moultrie for talking about her community's experience with working with city officials to address violence. Just this past week, we lost two individuals to a shooting in Green Crossing, a student housing complex. I attended a candlelight vigil with Councilwoman Herbert in which I learned the stories of countless families torn apart due to violence. From a public health perspective, there is no doubt that violence and trauma are the root cause of so many problems that are facing our communities. In fact, the Centers for Disease Control found that more Americans died related to firearms in 2020 than any other year. While I was not on City Council when these laws were passed, they have now become unconstitutional and unenforceable. I want every child in our City to succeed and meet their full potential and they deserve a life free from violence. As we vote today on these unenforceable laws that we lost in court, I am requesting that our staff, including CPD and my colleagues, invest in violence prevention programs using the historic funding that we have received through the American Rescue Plan Act.



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Ms. Teresa Knox, City Attorney said we passed these ordinances in 2019. Thereafter, the Attorney General filed suit in Richland County court. The court did not find them to be unconstitutional but that it violated state law and that the state preempted the city from enforcement. We appealed the ruling to the Court of Appeals. We decided to withdraw the appeal so now we need to repeal these ordinances that cannot be enforced.

Councilor McDowell asked for clarification on what each ordinance being repealed encompasses.

Ms. Teresa Knox, City Attorney said there are three ordinances up for repeal. One has to do with firearms and mental health issues, the other is guns in school zones, and the third one is in regards to ghost guns. We still have one enforceable gun ordinance.

Councilor Herbert said I just want to make sure that we are clear to the public that this is a decision that we have made due to the procedural situation that we find ourselves in. Particularly in my district people call me and literally say they hear gunshots at night. I can't do anything to affirmatively repeal anything less than doing our best to protect our citizens. I want the people and Council to understand my vote. I understand the procedural consequences, but I don't think based on what I am experiencing in my community that I can ever be seen nor do I ever want to be seen doing anything less than everything.

Mayor Rickenmann said we appreciate your commitment to your constituents as we all are. What you are going to hear from this Council is that we will continue to invest in reducing gun violence and enforcing the laws that we have. Most of us have spent time talking with legislators because this is a judicial issue as well, not just a policy issue. We are going to continue to invest and do everything we can to keep every neighborhood safe and that is a commitment by this Council as a whole.

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted four (4) to three (3) to give first reading approval to Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones. Mr. Taylor, Dr. Bussells, Mr. Duvall, and Mayor Rickenmann voted aye. Ms. Herbert, Mr. Brennan, and Mr. McDowell voted nay.



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12. Ordinance No.: 2022-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2022-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee.

13. Ordinance No.: 2022-026 - Amending Ordinance 2021-022 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2022 – *Approved on first reading.*

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2022-026 - Amending Ordinance 2021-022 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2022.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the Public Hearing at 4:36 p.m.

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 819 Skyland Drive; TMS# 07313-01-06 – *Approved on first reading.*

Ordinance No.: 2022-017 - Annexing 819 Skyland Drive, Richland County TMS# 07313-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading.

Council District: 2

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

Applicant: Emily Frantz

Staff Recommendation: Approval



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PC Recommendation: 01/13/2022; Approval (5-0)

No comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 819 Skyland Drive; TMS# 07313-01-06 **and** Ordinance No.: 2022-017 - Annexing 819 Skyland Drive, Richland County TMS# 07313-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 626 Sallie Baxter Road; TMS# 16404-11-01 – *Approved on first reading.*

Ordinance No.: 2022-015 - Annexing 626 Sallie Baxter Road, Richland County TMS# 16404-11-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading

Council District: 4

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

Applicant: Stacy M. Walden and James B. Walden

Staff Recommendation: Approval

PC Recommendation: 01/13/2022; Approval (5-0)

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 626 Sallie Baxter Road; TMS# 16404-11-01 **and** Ordinance No.: 2022-015 - Annexing 626 Sallie Baxter Road, Richland County TMS# 16404-11-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1458 Caroline Road a/k/a 1458 Trinity Three Road; TMS# 16414-08-03 – *Approved on first reading.*

Ordinance No.: 2022-016 - Annexing 1458 Caroline Road a/k/a 1458 Trinity Three Road, Richland County TMS# 16414-08-03 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Office and Institutional District (O-I) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Patricia R. Edwards / Big & Tall, LLC

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

Mr. Norman Jackson, King Charles Road resident said I have received a lot of calls from the community about this property being rezoned to office and institutional. The confusion of the community is that this went from medium density straight to multifamily, which is a higher density. This is located between two churches and it just can't handle the traffic. I would recommend to send it back to the Planning Commission and have the community meet with the developer to understand the plan for the property.

Ms. Krista Hampton, Planning and Development Services Director said for this annexation and rezoning, the Planning Commission is not a required notice only the zoning public hearing. The zoning classification of office and institutional is what the developer required. These will be a series of duplexes of 35 buildings with 70 units. That is why office and institutional was requested, the zoning of medium density residential would not permit that. We can't make rezonings conditional, so once you assign office and institutional, they have the right to do whatever is permitted under that zoning classification. We have received a sketch plan for pending review by the Planning Commission. It has not been submitted formally, but that is what their intention is currently.

Mayor Rickenmann requested that the development team sit down with the neighborhood and share with them the plan before second reading. This way we can keep the process moving, but also make sure we are communicating and answering any other concerns of the community.



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Upon a motion made by Mr. Taylor and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 1458 Caroline Road a/k/a 1458 Trinity Three Road; TMS# 16414-08-03 **and** Ordinance No.: 2022-016 - Annexing 1458 Caroline Road a/k/a 1458 Trinity Three Road, Richland County TMS# 16414-08-03 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map subject to the development team meeting with members of the community to discuss their plans prior to second reading.

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1010 Edgefield Street; TMS# 09107-13-19 – *Approved on first reading.*

Ordinance No.: 2022-014 - Annexing 1010 Edgefield Street, Richland County TMS# 09107-13-19 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on first reading

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Emily Kluttz and David Johnson

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

No comments were received at this time.

Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 1010 Edgefield Street; TMS# 09107-13-19 **and** Ordinance No.: 2022-014 - Annexing 1010 Edgefield Street, Richland County TMS# 09107-13-19 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.



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18. ZONING TEXT AMENDMENT to Amend Chapter 17, Appendix D for (Historic Sub-District Boundaries, Earlewood Protection Area, Area A) to add TMS# 09107-13-19 (1010 Edgefield Street) – *Approved on first reading.*

Ordinance No.: 2022-019 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries – Approved on first reading

Proposal: Amend Chapter 17, Appendix D: Historic Sub-District Boundaries; request to add TMS# 09107-13-19 (1010 Edgefield Street) to Chapter 17, Appendix D: Historic Sub-District Boundaries (Earlewood Protection Area, Area A) at the time of the property's annexation.

Pertinent Sections: Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

No comments were received at this time.

Councilor Taylor asked for clarification on why this is being requested.

Ms. Krista Hampton, Planning and Development Services Director said when properties are in a historic district there are two ways it is applied: one is through the zoning maps so that would be a map amendment and the other is within the actual text of the zoning ordinance. This being annexed within that district will add the tax map to the list.

Mayor Rickenmann said my concern is the fact that we don't have anything from the property owner. Can we get a letter of support from the property owner before second reading. It is very important to hear from the property owner before we move forward on this.

Upon a motion made by Ms. Herbert and seconded by Mr. Duvall, Council voted six (6) to one (1) to give first reading approval to Ordinance No.: 2022-019 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries. Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, Mr. Duvall, and Mayor Rickenmann voted aye. Mr. Taylor voted nay.



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19. ZONING MAP AMENDMENT for 1810 Allen Benedict Court, TMS# 11408-03-01 – *Approved on first reading.*

Ordinance No.: 2022-018 - Amending the Official Zoning Map to modify the zoning for 1810 Allen Benedict Court, Richland County TMS # 11408-03-01 – Approved on first reading

Council District: 2

Proposal: Request to rezone the property from Residential Mixed District (RM-2) to Mixed-Use District (MU-2).

Applicant: Gerald A. Lee, Chao and Associates, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

No comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to give first reading approval to Ordinance No.: 2022-018 - Amending the Official Zoning Map to modify the zoning for 1810 Allen Benedict Court, Richland County TMS # 11408-03-01.

Council closed the Public Hearing at 4:58 p.m.

EVENT RESOLUTIONS

20. Resolution No.: R-2022-019 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1200 block of Park Street between Gervais Street and Lady Street on Saturday, June 4, 2022 – *Approved*

Upon a motion made by Mr. Taylor and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-019 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1200 block of Park Street between Gervais Street and Lady Street on Saturday, June 4, 2022.

21. Resolution No.: R-2022-022 - Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 11, 2022 with a rain contingency date of Saturday, July 16, 2022 – *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 15, 2022**

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-022 - Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 11, 2022 with a rain contingency date of Saturday, July 16, 2022.

22. Resolution No.: R-2022-028 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Live on Boyd Plaza on Sunday April 3, 2022 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-028 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Live on Boyd Plaza on Sunday April 3, 2022.

RESOLUTIONS

23. Resolution No.: R-2022-023 - Certifying Building Sites as Abandoned Buildings 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 the properties located at 936-938 Harden Street, Richland County TMS # 11404-01-21; 944-946 Harden Street, Richland County TMS# 11405-07-22 (portion); 948 Harden Street, Richland County TMS# 11405-07-25; and 950 Harden Street, Richland County TMS# 11405-07-01 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-023 - Certifying Building Sites as Abandoned Buildings 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 the properties located at 936-938 Harden Street, Richland County TMS # 11404-01-21; 944-946 Harden Street, Richland County TMS# 11405-07-22 (portion); 948 Harden Street, Richland County TMS# 11405-07-25; and 950 Harden Street, Richland County TMS# 11405-07-01.

24. Resolution No.: R-2022-024 - Adopting City of Columbia Use of Force Policy – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-024 - Adopting City of Columbia Use of Force Policy.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 15, 2022**

APPOINTMENTS

25. Tax Modernization Committee – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to appoint Steve Taylor, Scottie Hughes and James Bennett to the Tax Modernization Committee and to appoint The Honorable Joe E. Taylor as chair of the committee.

OTHER MATTERS

26. Council is asked to approve Reimbursement of the November 2 and 16, 2021 City of Columbia Municipal Election Expenses, as requested by the City Clerk's Office. Award to the Richland County Voter Registration & Elections Office in the amount of \$184,846.89.
– *Approved*

Funding Source: Citizens Support Services - Election Expense (1011119-637100). The original budget amount is \$185,000.00.

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve the Reimbursement of the November 2 and 16, 2021 City of Columbia Municipal Election Expenses, as requested by the City Clerk's Office. Award to the Richland County Voter Registration & Elections Office in the amount of \$184,846.89.

27. City Council Standing Committee Referrals - The Honorable Daniel J. Rickenmann, Mayor
– *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to allow standing City Council Committees to meet at the discretion of the chair. The date, time and location of each meeting will be coordinated with the City Clerk and an agenda will be noticed in compliance with the South Carolina Freedom of Information Act.

28. Moving to a Priority/Zero Based Budget - The Honorable Daniel J. Rickenmann, Mayor –
Approved

Mayor Rickenmann said this will move our budget process to a priority/zero base. This means clearing out and not using the budget from last year as a basis, but actually building it up from the base so that we can make sure we are addressing the current priorities and needs of our community. This will allow us to redirect funding and invest in the priorities we have for this budget year.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 15, 2022

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve Moving to a Priority/Zero Based Budget for Fiscal Year 2022/2023.

CITY MANAGER'S REPORT

Ms. Teresa Wilson, City Manager said I will be incorporating into the agenda a city manager's report for times when Council has requested information that does not need a full blown presentation. At the last meeting, Council made a request for the original projections of the Bull Street project to include the cost, what has been spent to date, and the revised estimate to complete our obligations. We have sent you all an email and have also provided the binder in front of you including all of what we have as far as agreements and other documentation for your reference. This would be the time to put information on the record or ask any questions.

Councilor Duvall said this is a good addition to add a city manager's report to the agenda. My concern is that we need to have protocol on how Council makes request for major reports such as this Bull Street report. Such extensive reports should be a request from at least four Council members if the report is going to require a lot of staff time. I think it is good that we ask for reports, but if we ask for an extensive report it needs to have the majority of Council requesting it.

Councilor Taylor said I asked for the original cost to date and projected cost to finish. City staff took it upon themselves to create a very extensive report. I asked for a report and I thought it was going to be simple enough where we would just get an email like the one I got earlier this week.

Mayor Rickenmann said I appreciate the time and effort that staff put on this report because not everybody is on the Bull Street Commission. This is good knowledge for new Council members to understand as we move forward with other projects. If we want to have rules then we can refer this to the Administrative Policy Committee if Council desires.

Councilor Herbert concurred with Mr. Duvall. I do want to make sure that we are doing everything to make sure that staff is successful. I'm very cognizant of how much effort and time is needed to research historical information. I have been there where I couldn't get the day-to-day things done or move my department forward because I was dealing with historical information. I do agree with the referral because we do need to make sure that we have some kind of process. Maybe it is more of a communication and understanding expectations so staff knows exactly what we are requesting.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 15, 2022**

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to ask the Administrative Policy Committee to study the creation of a Columbia Clean Division under Columbia Water to focus on servicing litter, beautification, and clean water initiatives within the six water districts.

Councilor Taylor requested that the City Manager talk to our lobbyists and convey to them that we would like for them to convey to the House Judiciary Committee, which is where the litter bill exists, that we as the capital City are in full support of the state raising the fine for littering. Currently, the litter fine is \$100. I think it should be raised to \$1,000 so people understand we are serious about this issue.

Upon a motion made by Mr. McDowell and seconded by Ms. Herbert, Council voted five (5) to two (2) to ask the Administrative Policy Committee to review whether City Council needs guidelines for handling staff requests that may require an extensive amount of time. Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, and Mr. Duvall voted aye. Mr. Taylor and Mayor Rickenmann voted nay.

Councilor Duvall took a moment of personal privilege to introduce Olivia Gillespie. She is a Mayor's Fellow that has been assigned to me. She is from Clinton, NC and is studying political science at the University of South Carolina and wants to get a master's in public administration.

Councilor Bussells said I wanted to take a moment to thank the Mayor for being creative with the fellows program to allow City Council to have some support. This is a great avenue by which our young folks can learn about government. I am very excited to be working with Gurujal Roopra who recently ran for student council at the University of South Carolina. She is an Indian American woman who also loves public health and wants to go into health policy. I look forward to working with her to research the various issues that we are passionate about to make our city better.

PUBLIC INPUT

Ms. Regina E. Williams, expressed her concerns regarding the repeals included in Ordinance 2022-020. I did not understand this completely when I started reading. I am wondering if in the future, we could have a synopsis of what the ordinances are about. I was able to look up a few, but everybody can't do that. I want to make sure that when we repeal these, that our neighborhoods will still be safe. I am concerned that this has become a public health issue. I don't want a public health issue to turn into a political issue. Please look into this before our second reading.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 15, 2022**

Mr. John Black, Columbia Council of Neighborhoods President said the Columbia Council of Neighborhoods will be having our annual awards banquet. It will be on April 13, 2022 at Seawell's. We will have Congressman James Clyburn and Richland County Sheriff Leon Lott as our keynote speakers, as well as a surprise appearance by Chief Holbrook and Chief Jenkins. We are currently accepting nominations for the award of special recognitions, the CCN friend of the year, the neighborhood volunteer of the year, the neighborhood program of the year, and the coveted neighborhood of the year. Nominations are open until March 24th, 2022.

Voicemail via Public Input: My name is Tracy and I am a resident of the Greenview community. With the escalation of gun violence in the City of Columbia, I am requesting that you keep ordinance number 2019-063 until you have something better and enforceable.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 5:56 p.m. for the discussion of **Item 29**.

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

Miller-Maynor v. City of Columbia

ADJOURNMENT

The meeting was adjourned at 6:05 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Jacquelyn Richburg, Director*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Proclamation - National Telecommunicators Week (PDF)



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" 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 2022 National Telecommunicators Week with a variety of activities during the week of April 10-16, 2022; 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 10, 2022 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

Tina. N. Herbert
District I, Council Member

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

Will Brennan
District III, Council Member

Dr. Aditi Bussells
At-Large, Council Member

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

Joe E. Taylor Jr.
District IV, Council Member



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Community Development

FROM: Gloria Saeed, Director

SUBJECT: National Community Development Week, Columbia Fair Housing Month, and National Financial Literacy Month Proclamations - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

FOCUS AREAS: Planning Together

National Community Development Week - The week of April 11-15, 2022, has been designated as National Community Development Week by the National Community Development Association to celebrate the 48th anniversary of the Community Development Block Grant (CDBG) Program and the 31st anniversary of the HOME Investment Partnerships (HOME) Program. This year, the City of Columbia Community Development Department recognizes Mental Illness Recovery Center Inc. (MIRCI) as our "Partner in Excellence" and Best Practice for their continued support for homeless youth in transition from homelessness and to provide supportive services to youth exiting homelessness through their Housing First Program.

National Fair Housing Month - The month of April has been designated to recognize and celebrate the 1968 passage of Title VIII of the Civil Rights Act into law. The law prohibited discrimination in the sale, rental, and financing of dwellings, and in other housing-related transaction, based on race, color, national origin, religion, sex, familial status and handicap and continues to help countless thousands of Americans achieve the American dream of obtaining safe, decent and affordable housing. The City of Columbia recognizes Upper Savannah Care Services for their commitment in providing resources to develop long term comprehensive housing strategies for meeting the housing needs of eligible persons living with HIV/AIDS and their families by providing permanent supportive housing in the Columbia Eligible Metropolitan Area.

National Financial Literacy Month - In March 2004, the Senate passed Resolution 316 that officially recognized the month of April to raise the awareness, highlight the importance of financial literacy and teach individuals how to establish and maintain healthy financial habits. Each year, the City of Columbia celebrates National Financial Literacy month by offering or supporting initiatives that promote and advances financial literacy education. In April 2022, the Community Development Department's financial education efforts include "Bank on Columbia" financial partner - Operation Hope by recognizing its Credit Counselor, Mr. Antonio Lynch.

Operation Hope helps assist Columbia's residents with free credit counseling while educating them on the importance of maintaining excellent credit.

ATTACHMENTS:

- **#a:** National Community Development Week (PDF)
- **#b:** National Fair Housing & Financial Literacy Month (PDF)



City of Columbia
A Proclamation

WHEREAS, the week of April 11-15, 2022, has been designated as National Community Development Week by the National Community Development Association to celebrate the 48th anniversary of the Community Development Block Grant (CDBG) Program and the 31st anniversary of the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and sanitary housing, a suitable living environment and economic opportunities along with the HOME Program that provides funding to local communities to create decent, safe, affordable housing opportunities for low-income persons; and

WHEREAS, housing discrimination still exists and the need to enforce fair housing laws remains just as urgent today; and

WHEREAS, this year, City of Columbia Community Development Department recognizes Mental Illness Recovery Center Inc. (MIRCI) as our "Partner in Excellence" and Best Practice for their continued support for homeless youth in transition from homelessness and to provide supportive services to youth exiting homelessness through their Housing First Program. As a CDBG partner, Mental Illness Recovery Center Inc., partners with local agencies and school districts to assist with the youth homelessness crisis by promoting independent living/life skills, education, health services awareness, cultural/recreational activities and work training. Mental Illness Recovery Center, Inc. has received national recognition for being ranked in the top 75 Continuum of Care (CoC) Housing Programs, receiving recognition from Eli Lilly Pharmaceuticals, and state recognition for Affordable Housing Development. MIRCI also coordinated and led the Special Needs Housing Conference for the state of South Carolina 5 years in a row.

NOW, THEREFORE BE IT RESOLVED, that the City of Columbia urges Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting funding for both programs in Fiscal Year 2022/2023; and encourages all members of the Midlands community to work together to stamp out housing discrimination.

BE IT FURTHER RESOLVED that the City of Columbia designated the week of April 11-15, 2022 as **National Community Development Week**.

Daniel J. Rickenmann

Daniel J. Rickenmann
Mayor

Howard E. Duvall, Jr.

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

Edward H. McDowell, Jr.

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

Will Brennan

Will Brennan
District III, Council Member

Aditi Bussells

Aditi Bussells
At-Large, Council Member

Tina N. Herbert

Tina N. Herbert
District I, Council Member

Joe E. Taylor, Jr.

Joe E. Taylor, Jr.
District IV, Council Member





City of Columbia
A 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 transaction, 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, The City of Columbia recognizes Upper Savannah Care Services for their commitment in providing resources to develop long term comprehensive housing strategies for meeting the housing needs of eligible persons living with HIV/AIDS and their families by providing permanent supportive housing in the Columbia Eligible Metropolitan Area. Upper Savannah Care Services provides case management and housing placement services for all eligible clients in Saluda County, informs all eligible clients in Saluda County of housing and support services available to them, and addresses immediate housing crisis by providing short-term rent, mortgage, and utility assistance to all eligible clients in Saluda County; and

WHEREAS, On March 2004, the Senate passed Resolution 316 that officially recognized April as National Financial Literacy Month to raise the awareness, highlight the importance of financial literacy and teach individuals how to establish and maintain healthy financial habits. Financial Literacy helps Columbia's residents understand the importance of managing their personal finances in terms of budgeting, credit building and affordable banking products; and

WHEREAS, During April 2022, Financial Literacy Month, the City of Columbia will recommit to improving our financial literacy efforts and ensure all Columbia residents have access to trustworthy financial services and products; 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 2022, the Community Development Department's financial education efforts include "Bank on Columbia" financial partner – Operation Hope by recognizing its Credit Counselor, Mr. Antonio Lynch. Operation Hope helps assist Columbia's residents with free credit counseling while educating them on the importance of maintaining excellent credit; and

WHEREAS, The City of Columbia encourages our residents to attend credit counseling workshops to help better sustain a healthy credit score.

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 that this city honors and recognizes the month of April 2022 as

National Fair Housing & Financial Literacy Month

in the great City of Columbia and urge my fellow citizens to join me in recognizing the importance of personal financial education.

Daniel J. Rickenmann

Daniel J. Rickenmann
Mayor

Howard E. Duwall, Jr.

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

Edward H. McDowell, Jr.

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

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Aditi Bussells

Aditi Bussells
At-Large, Council Member

Tina N. Herbert

Tina N. Herbert
District I, Council Member

Joe E. Taylor, Jr.

Joe E. Taylor, Jr.
District IV, Council Member





We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Community Development

FROM: Gloria Saeed, Director

SUBJECT: HOME Investment Partnership American Rescue Plan
(HOME-ARP) Allocation Plan Final Draft - Ms. Gloria Saeed,
Community Development Director

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

Requesting to have the attached DRAFT 2021 HOME Investment Partnership American Rescue Plan (HOME-ARP) Allocation Plan presented to City Council for approval.

The City's Community Development is seeking approval to submit the final HOME-ARP Allocation Plan along with all citizen comments received during the 15-day comment period to HUD no later than April 8, 2022.

A required public hearing will be held virtually on March 23, 2022 at 5:30 p.m. EST to encourage public input. The final HOME-ARP Allocation Plan along with all citizen comments received during the 15-day comment period (March 13-28, 2022) will be submitted to HUD no later than April 8, 2022.

ATTACHMENTS:

- **#a:** City of Columbia SC HOME ARP Allocation Plan (PDF)
- **#b:** Memo City Council AgendaHOME-ARP4.5.2022 (PDF)



INTER OFFICE MEMORANDUM

DATE: March 21, 2022

TO: Erika Moore, City Clerk
Missy Gentry, Assistant City Manager

FROM: Gloria Saeed, Community Development Director

SUBJECT: Request for City Council Agenda – April 5, 2022 – 2021 HOME Investment Partnership American Rescue Plan (HOME-ARP) - Allocation Plan Approval

We are requesting to have the attached DRAFT 2021 HOME Investment Partnership American Rescue Plan (HOME-ARP) Allocation Plan presented to City Council for approval on the April 5, 2022 Consent Agenda.

A required public hearing will be held virtually on March 23, 2022 @ 5:30 p.m. EST to encourage public input. The final HOME-ARP Allocation Plan along with all citizen comments received during the 15-day comment period (March 13-28, 2022) will be submitted to HUD no later than April 8, 2022.

Please contact me at 545-3766 or Dollie Bristow at 545-3371 or dollie.bristow@columbiasc.gov if you have any questions regarding this information.

Thank you.

The City of Columbia

HOME-American Rescue Plan Grant Allocation Plan



City of Columbia
Community Development Department
1401 Main St., 4th Floor
Columbia, SC 29201



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HOME-ARP Allocation Plan

Participating Jurisdiction (PJ): Columbia, South Carolina

Date: 3/10/2022

Introduction

In September 2021, the U.S. Department of Housing and Urban Development announced the allocation of \$2,500,820 to the City of Columbia, South Carolina for a new grant called the Home Investment Partnerships Grant American Relief Plan (HOME-ARP). The purpose of HOME-ARP funds is to provide homelessness assistance and supportive services through several eligible activities. Eligible activities include acquisition and development of non-congregate shelter, tenant based rental assistance, supportive services, HOME-ARP rental housing development, administration and planning, and nonprofit operating and capacity building assistance.

HOME-ARP funds must assist people in HOME-ARP "qualifying populations", which include:

- Sheltered and unsheltered homeless populations
- Those currently housed populations at risk of homelessness
- Those fleeing or attempting to flee domestic violence or human trafficking
- Other families requiring services or housing assistance or to prevent homelessness
- Those at greatest risk of housing instability or in unstable housing situations

To receive funding, the City must develop a HOME-ARP Allocation Plan which describes the distribution of HOME-ARP funds and identifies any preferences for eligible activities. This plan will be submitted and approved by HUD. The development of the HOME-ARP Allocation Plan must also be informed through stakeholder consultation and public engagement. The following is the City's HOME-ARP Allocation Plan.

Consultation

Before developing its plan, a PJ must consult with the CoC(s) serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, at a minimum. State PJs are not required to consult with every PHA or CoC within the state's boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction.

Summarize the consultation process:

The City of Columbia's consultation process was made up of two key components. The first component was developing and disseminating an online stakeholder survey in order to capture

broad assessments of the community needs and areas for ARP allocation. The online survey was open from December 13, 2021 through January 21, 2022. The survey included seven ARP program-specific questions and one open ended comment section for community needs assessment. The survey received 37 total respondents, including those representing homeless services providers, the Continuum of Care (CoC), Housing Authority, Fair Housing agencies, affordable housing developers, domestic violence advocacy groups, and others.

The second component was a virtual consultation with key stakeholders in the City to discuss program parameters and help identify areas that data does not fully address and to help develop priorities. The Virtual Stakeholder Meeting was on January 13, 2022 and had 28 participants.

List the organizations consulted, and summarize the feedback received from these entities.

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
United Way of the Midlands	CoC (MACH)	Virtual/Survey	Unmet need: Lack of affordable rental units; deposits and rental assistance but development of new affordable units is higher priority overall.
Housing Authority of the City of Columbia, SC	Housing Authority	Survey	Access to affordable rental housing for low to moderate income individuals and families, applicants' inability to qualify for units because of income, background, credit and/or other reasons, and number of accessible units available on the market. Supportive service needs include Counseling, financial literacy, mental health services, home maintenance services, and homelessness prevention. Affordable housing needs include Rental assistance, security and utility deposits, moving fees, unit repairs, and inspection costs.
SC Housing	State agency	Survey	Unmet need: insufficient number of rental units affordable and available to extremely low-income households. New rental housing affordable to ELI populations is most needed. Award could support a housing trust fund/local match for housing development programs.
Palmetto AIDS Life Support Services	Services-Persons with HIV/AIDS	Virtual/Survey	Top unmet needs are McKinney-Vento Supportive Services. Emergency shelter

			particularly for women with children, single men and teens. The development of an SRO or "hotel" style of housing would be excellent.
The Cooperative Ministry	Non-profit organizations - homeless	Virtual/Survey	Lack of affordable housing; low incomes are major issues. Families fleeing domestic violence need immediate assistance and long-term assistance as they set up new life.
Homeless No More	Homeless Service Provider	Virtual/Survey	Unmet need: There are not enough affordable housing units available. Need: acquisition, construction and rehab of new affordable housing units.
Mental Illness Recovery Center, Inc.	Homeless and Disability Assistance	Virtual/Survey	Increases to people leaving/being asked to leave temporary/doubled up housing as COVID frays nerves and strains economic resources; young people leaving or being asked to leave stressful family situations and the persistent systems issues of low wages, lack of access to health care and lack of affordable/subsidized housing. Lack of housing is a major gap; development of affordable housing is top priority, NCS too.
Santee-Lynches Affordable Housing and CDC	Nonprofit community housing development organization	Virtual/Survey	There is always a need for shelters but more permanent rental housing should be considered as well. There is a great need for quality, affordable rental housing in Columbia
Able South Carolina	Civil Rights/Disability Assistance	Virtual/Survey	Unmet need: Non-Congregate Shelter; There is a true lack of housing available to transition people from congregate settings into the community.
Transitions Homeless Center	Homeless Service Provider	Virtual/Survey	Better shelters for the elderly and medically fragile. Supportive Service needed: case management is often minimal. Don't cut shelters out of the loop. They are doing the lion's share of the work to help the homeless.
South Carolina Legal Services	Civil Rights; legal services	Virtual/Survey	Supportive service needed: Help to fund an attorney to: represent clients in all eviction proceedings; to get landlord to

			make needed repairs; review other legal issues that may cause homelessness.
CAP	Affordable Housing Developer	Virtual/Survey	Provide security deposit assistance, rental counseling and rental housing rehab needed.
Sistercare	Domestic Violence Service Provider	Survey	Not enough affordable units. In addition, for those that we serve, they do not qualify due to credit score, eviction notices received. Due to the domestic violence, this is a barrier for most of those we try and support. Sistercare advocates to allow those that we serve to bypass some of the qualifying conditions that need to be met by rental/landlord expectations and/or rules for renting. Need to have a housing development with the mindset it was built around the barriers that victims of intimate partner violence face.
SC UpLift Community Outreach	Community Housing Development Organization	Virtual/Survey	Rental housing # 1 need. The City is delivering services but people are not aware of the services. Being intentional with community involvement and engagement can assist with this. The need for housing counseling and financial literacy would greatly to assist those who are seeking homeownership. Providing the education in this area can allow for attainable and sustainable housing.
South Carolina Appleseed Legal Justice Center	Legal/Social Justice	Survey	Affordable Housing stock is lacking and until this is improved, we will not see change. I also would like to see housing court similar to what is taking place in Charleston to mitigate evictions. Needed service: mental health counseling, budgeting, childcare
Fast Forward	Homeless Service Provider	Survey	SC has a deficit of 84,000 affordable housing units, with another 100,000 needed. We have one of the highest evictions rates in the United States. We have an immediate need for shelter for women and families. We do not have sufficient non-congregate shelter; however, we need to find ways to be sure that those who are housed are abiding by policies and safety guidelines.

			Most non-congregate shelter is not on good bus routes.
Inspire Real Change	Advocacy, Education, and Research	Homeless Recidivism Research Final Report 1 January 2022	The causes of recidivism included mental health, substance abuse, and disabilities. Prioritize Client Care/Case Management Higher, Prioritize Client Care/Case Management Higher. The implementation of a Consolidated Social Services Care Center, with performance/quality controls, and third-party oversight has the potential to reshape the social service landscape and better serve people and communities.
Columbia Police Department/South Carolina Department of Mental Health Pathways Initiative	Consortium for homeless and mental health advocacy	Report: Transient Citizens and the Columbia Police Department/South Carolina Department of Mental Health Pathways Initiative	Numbers of homeless are increasing steadily from year to year. Imbalance in medical resource usage is often due to the physical issues due to their lifestyle that can include substance abuse. Many transient/homeless citizens face mental health challenges that either cause their homeless situation, or a direct result of the stressor that come with the process of becoming homeless. These issues cause an increase in medical costs will be based on to the greater public due to transient citizen's inability to pay of the resources that they consume.

Public Participation

PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less than 15 calendar days**. The PJ must follow its adopted requirements for “reasonable notice and an opportunity to comment” for plan amendments in its current citizen participation plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP allocation plan and prior to submission.

For the purposes of HOME-ARP, PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive,
- The range of activities the PJ may undertake.

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- **Public comment period: start date – March 13, 2022 end date – March 28, 2022**
- **City Council Work Session: March 8, 2022**
- **Public hearing: March 23, 2022**

Describe any efforts to broaden public participation:

In addition to the public notice and public comment period, the City of Columbia sent letters via email to key stakeholders in the community. Key stakeholders included representatives of social service organizations, homeless services providers, neighborhood associations, and other nonprofit organizations. The City of Columbia also posted the public notice, draft HOME-ARP allocation plan, and presentations were posted on the City's website.

A PJ must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan.

Summarize the comments and recommendations received through the public participation process:

The below comments were received and taken into consideration.

The need and shortage of affordable housing in Columbia is recognized. Many salaries on postings demonstrate that our public sector careers need access to workforce housing and I am glad our city leadership recognizes the need as well. Student driven housing is pushing into our residential areas is also pricing our prior affordable communities for workforce to a rate that most renters will eventually be pushed out as rent rates are increasing astronomically. And students can and will pay those rates as the workforce occupants are pushed out. This is exacerbating our lack of workforce housing.

Increasing city employee salary would help retain employees vs losing them to surrounding municipalities with higher salaries. City confirmed funding will be used to administer the HOME-ARP Program and no additional staff will be hired.

AMI affordable housing percent needs to be clearly defined and not confused with workforce housing AMI percentages. These are 2 different types of housing and needs. City confirmed HOME-ARP uses HUD AMI definition for program.

Meet with community leaders for concerns and needs for their specific communities. Many groups may not be actively meeting in person, but they are aware of the needs within their neighborhoods.

Summarize any comments or recommendations not accepted and state the reasons why:

All comments were considered. However, a recommendation to use funding to increase City employee pay was outside the scope of the Allocation Plan.

Needs Assessment and Gaps Analysis

PJs must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The PJ may use the optional tables provided below and/or attach additional data tables to this template.

Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	64	12	357	357	4								
Transitional Housing	60	20	23	23	18								
Permanent Supportive Housing	33	15	121	121	0								
Other Permanent Housing						#	#	#	#				
Sheltered Homeless						208	666	130	58				
Unsheltered Homeless						9	257	25	11				
Current Gap										+58	-170	-422	-422

Data Sources: 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	27,144		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	9,820		
Rental Units Affordable to HH at 50% AMI (Other Populations)	18,530		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		4,990	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		1,860	
Current Gaps			11,680

Data Sources: 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

The Continuum of Care released an annual Point-in-Time Count that includes valuable data for addressing the needs of residents who are experiencing homelessness or at risk of homelessness. According to the 2020 Midlands Continuum of Care Point-In-Time count, Black or African American residents are the largest demographic of people experiencing homelessness. Nearly 65% of people experiencing homelessness are Black or African American. Overall, men are more at-risk to experience homelessness than women. Approximately 150 people have a severe mental illness and 99 have chronic substance abuse. Over 150 people are veterans and nearly 70 are victims of domestic violence.

Both a study from Inspire Real Change on Homeless Recidivism Research and a report from Columbia Police Department/South Carolina Department of Mental Health Pathways Initiative concluded the main causes of homelessness and homeless recidivism included mental health, substance abuse, and disabilities.

Households at-risk of homelessness include an estimated 8,790 households who are extremely cost burdened, paying over 50% of their income toward housing. Of those, 4,860 are renting households in the extremely low-income range (<30%). An estimated 12,220 LMI (<80%) renters are cost burdened at the 30% mark.

Mental Illness Recovery Center, Inc. outreach team enrolled 433 people in 2021 (an increase from 325), which includes 379 people who were new contacts. Of the 433 people enrolled, 172 (40%) were female and 260 (60%) were male with one person reporting transgender. 15% were age 18-23; 12% age 2-30; 17% age 31-40; 18% age 41-50; 29% age 51-61 and 9% age 51-61. 60% were African American and 40% were White. Almost 6% were veterans.

Sistercare reported domestic violence survivors' data total of 4,073 persons were aided in 2020. One hundred thirty adults and 80 children were served by Sistercare's shelters and hotel placement in 2020. Survivors turned away due to unavailable space and referred to other services has been trending down from 2018-2020, but remains a concern.

Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- *Sheltered and unsheltered homeless populations;*
- *Those currently housed populations at risk of homelessness;*
- *Other families requiring services or housing assistance or to prevent homelessness; and,*
- *Those at greatest risk of housing instability or in unstable housing situations:*

The primary unmet need as it pertains to homeless needs inventory is the availability of beds and units for adults who are experiencing homelessness. There is a need for over 400 beds in order to provide housing services for adults. Additionally, the bulk of the beds available are emergency shelters and may not help residents escape homelessness or address housing insecurity. During our consultation, respondents also highlighted the following unmet service needs for the homeless population: legal aid, housing search and counseling, mental health services, outpatient health services, substance abuse treatment services, and comprehensive case management. Many of these services are available in the city, but residents are unaware. Additional outreach and intentional community engagement is needed to raise awareness of the services available in the city.

The unmet needs for the populations at risk of homelessness and housing instability include resources for rental or utility deposit assistance and development of affordable rental housing units. This common theme was highlighted by multiple stakeholders citing the unmet need of sufficient supply of safe and affordable rental housing or emergency shelter. Inadequate supply of affordable rental housing inventory was not only highlighted in the virtual meeting, but it was also listed as the top unmet need of 87% of survey responses to that question. 2015-2019 ACS data estimate city rental vacancy rates at less than one percent. Housing counseling, financial literacy, and legal aid/ landlord mediation for eviction proceedings were highlighted during our consultation as service needs for the at-risk of homelessness and greatest risk of housing insecurity.

Further, ACS estimates 56.3% of the city's renters are costs burdened (paying over 30% of income to housing costs). Of those renters, nearly 12% were over the age of 65 and 52% have an annual income of less than \$20,000. Lack of inventory and an affordability gap challenges both populations recovering from homelessness and those households at risk of homelessness. This challenge has also led to a rise in evictions in a state that is ranked 8th in the nation for highest eviction rates. Exact eviction data is not tracked, but statewide trends have seen an increase since the CDC's moratorium ended.

Other families requiring services or housing assistance or to prevent homelessness include persons fleeing domestic violence and single mothers—a need highlighted by service provider

feedback as QPs needing a more specialized support as they face housing instability challenges. Additional capacity offering these specialized services has been identified as a gap.

Data gathered by Inspire Real Change demonstrated an overwhelming number of participants have health related issues and that a majority of those are not receiving treatment/care. A considerable number of homeless in its study identified emotional/trauma related concerns. Data represents a high percentage of substance abuse and mental health factors, which ultimately contributed to the loss of stable housing.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, Tenant-Based Rental Assistance (TBRA), and affordable and permanent supportive rental housing:

United Way of the Midlands and Midlands Area Consortium for the homeless (MACH) provide a variety of supportive services, to include homeless prevention services to help families stay in their current housing.

The Columbia Housing Authority (CHA) is the local PHA and currently provides affordable housing to approximately 6,700 families in the Columbia Metropolitan area. There are over 2200 units of housing for families of low and moderate incomes. CHA administers over 2,300 public housing units and 4,000 housing choice vouchers.

In partnership with the City of Columbia, United Way of the Midlands and the University Of South Carolina School Of Medicine, Columbia Housing provides affordable housing and rental assistance to chronically homeless individuals with disabilities through the Housing First Program. Housing First is a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness without additional conditions beyond those of a regular tenant. Columbia Housing provides TBRA and supportive services for assisting persons with HIV/AIDS.

Midlands Housing Alliance, Inc./Transitions: coordinates Emergency Shelter, Street Outreach, Rapid Re-Housing, and Homeless Management.

Homeless No More/The Family Shelter runs a Shelter component that ensures homeless families are connected to support services as part of their successful transition to independent living.

Sistercare is a nonprofit organization that provides services to survivors of intimate partner violence and their children residing in Columbia (and surrounding counties). Its mission is to provide trauma-informed services, to advocate for domestic violence survivors and their children, and to promote prevention of DV through community awareness and training.

The United Way of the Midlands, Midlands Housing Alliance (Transitions) and Salvation Army operate the Inclement Weather Center (IWC) during the fall/winter months. The facility was prepared to serve 180 adult men and women with additional costs available to supplement the

beds to the 240-person maximum occupancy.

Mental Illness Recovery Center, Inc. (MIRCI), provides outreach, basic needs, behavioral health services and supportive housing to people who are experiencing homelessness and mental illness in the Columbia area. MIRCI engages individuals and families including youth ages 17-24, through outreach (visiting shelters and locations on the street and uninhabitable areas where people are known to congregate). MIRCI also offers services through drop in centers for youth and adults where meals, clothing, laundry, assessments, behavioral health treatment including psychiatry, counseling, and benefits applications are offered.

The Midlands Housing Alliance-Transitions provides shelter for homeless at all stages including the chronically homeless with support services and case management to connect to resources that lead to permanent housing. This facility has a day center that meets the needs of mail, showers, computer and job search assistance.

The City of Columbia Community Development Department continues to prioritize the creation of quality, affordable housing as an integral component of its development programs. It uses portions of its CDBG, HOME, and HOPWA grant funding allocation to increase affordable rental housing opportunities through rental units constructed and rental units rehabilitated, provide supportive services for low-moderate income (LMI) households, homeless households, and those at risk of homelessness, and to provide rental assistance and supportive services to households with HIV/AIDS.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

Current gaps within the shelter, housing inventory, and service delivery systems include: non-congregate shelter; sufficient case management to quickly resolve the household's homelessness; staffing to allow for a reasonable caseload; non-congregate shelter beds for single adults, and permanent supportive housing.

As noted above, the primary gap in the shelter and housing inventory is the availability of beds and units for adults with no children present. There is a need for over 400 more beds for this population.

There is a shortage of affordable housing in the City of Columbia. The availability of affordable housing units does not meet the needs of the qualifying population. There is a need for quality affordable housing units of multiple sizes in neighborhoods throughout the City. Housing inventory gaps include affordable 1-bedroom and 2-bedroom units. Vacancy rates of rental housing are extremely low and underscores the importance of creating and preserving affordable rental housing that can address the housing needs of the most vulnerable. Stagnating wages and rising house prices as noted in the City's most recent ConPlan and Analysis of Impediments to Fair Housing report continue to serve as challenges to LMI households.

According to Inspire Real Change, higher rates of homeless recidivism were noted due to lack of effective case management that supports a successful outcome. The small number of completed initial case management assessments, poor clinical relationships, and lack of goal development is considered a significant contributor to high self-exit rates and unsuccessful outcomes.

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of “other populations” as established in the HOME-ARP Notice:

The City of Columbia does not plan to formally adopt a definition of “other populations, it will focus its HOME-ARP activities to assist homeless populations, those at-risk of homelessness, and persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking.

Identify priority needs for qualifying populations:

The analysis above and consultation with key stakeholders have identified the following priority needs:

1. Acquisition & Development of Non-Congregate Shelter
2. Non-Profit Capacity Building
3. Supportive Services

For homeless populations, priority needs include rapid re-housing and supportive services to achieve housing stability. For households experiencing housing instability or who are at-risk of homelessness, priority needs include providing appropriate supportive services, including medical and mental health treatment, counseling, supervision, transportation, childcare, case management services, and other services essential for achieving independent living to help prevent homelessness and increase housing stability. Persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking have a particular need in emergency and transitional housing support as well as pertinent supportive services

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined:

To determine the level of need and gaps the City of Columbia looked at both qualitative and quantitative measures. Data from the US Census, CHAS , 2020 CoC Point in Time Count, and 2020 Housing Inventory Count were used in partnership with feedback and on-the-ground insights from key stakeholders in the area. The takeaways from data analysis and stakeholder input were incorporated into the needs assessment.

HOME-ARP Activities

Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly:

The City expects to administer programs directly. Once the City has received the full HOME-ARP grant award from HUD, the City will conduct a Request for Proposals for a specified period of time to make it a more competitive process in awarding these funds. During that time any organization, developer, subrecipient, or Community Housing Development Organization (CHDO) is eligible to apply. At the close of the application period, all applications received will be reviewed for completeness, eligibility, and their ability to deliver on the priority needs identified within this plan. Each applicant will also be reviewed for their ability to carry out the project meeting all eligibility criteria.

Award(s) will be made based on the applicant's project scope as it pertains to the outlined priority needs in this plan as well as the applicant's familiarity with utilizing federal funding and ability to comply with all federal and local requirements.

If any portion of the PJ's HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

The City will administer the program. The City used a portion of the HOME-ARP administrative funds to procure Civitas, LLC, a HUD grants management consultant to assist in the development of the HOME-ARP allocation plan. Civitas assisted the City with data collection and analysis, stakeholder outreach, and Allocation Plan development.

PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The following table may be used to meet this requirement.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 500,000.00		
Acquisition and Development of Non-Congregate Shelters	\$ 1,500,656.00		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 0		
Non-Profit Operating	\$ 0	0 %	5%
Non-Profit Capacity Building	\$ 125,041.00	5 %	5%
Administration and Planning	\$ 375,123.00	15 %	15%
Total HOME ARP Allocation	\$ 2,500,820.00		

Additional narrative, if applicable:

Acquisition & Development of Non-Congregate Shelters - \$1,500,656

- \$1,275,558 (85%) Project Costs
- \$225,098 (15%) Activity Delivery Costs

The City has a goal of producing an additional 25-35 NCS units with the HOME-ARP funding and leveraging other local, state and federal funding.

In funding Supportive Services, the City aims to increase housing stability and reduce levels of at-risk of homelessness for qualifying populations. Supportive Services activities will prioritize mental health services. Other services will include (but are not limited to):

- Intense Case Management
- Substance Abuse Treatment
- Outpatient Health Services
- Coordinated Service Linkage
- Outreach Services
- Employment Assistance and Job Training

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The community needs and gap analysis showed that there is a gap in our homelessness response system for supportive services, permanent housing and non-congregate emergency shelters facilities. The City has identified activities that will assist individuals and families of the most vulnerable qualified populations. Feedback shows that there is a need to strengthen the City's crisis response system to connect those experiencing homelessness or at risk of homelessness with housing quickly, and provide services when needed. Development of NCS and supportive services can help address these needs directly.

One of the major gaps in the City's homeless inventory is access to affordable housing. Households experiencing a housing crisis or fleeing an unsafe situation need to find a place to stay quickly. Access to this type of housing is a current gap in the system. Emergency shelter and bridge housing can help to fill this gap and strengthen the crisis response system. The HOME-ARP grant provides an opportunity to assist households with temporary supportive housing through the acquisition and development of non-congregate shelters. These shelters will not only help those experiencing homelessness, but they will also assist families or individuals who are fleeing, or attempting to flee, domestic violence and sexual assault.

Many of the individuals and families who receive assistance to mitigate homelessness or to flee violent circumstances require all-encompassing services that are population specific with their housing because of the compounding and complex challenges they face. The City will continue

to support organizations that provide supportive services to help program participants achieve self-sufficiency.

Local organizations that provide eligible supportive services will increase their capacity to provide appropriate services to the City's QPs with additional HOME-ARP funding.

Separate from the need for housing, there is a high need for assistance to reduce housing instability, which includes mental health, job development, legal aid and other supportive services. There are gaps in our service delivery system for our homeless population who have high mental health needs, including and those who struggle with substance abuse. Based on the input received from service providers and the data collected, we are allocating a portion of funding to supportive services.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

The City will not produce rental housing with the HOME-ARP funds.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs:

Not applicable.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).
- PJs are not required to describe specific projects to which the preferences will apply.

The City of Columbia will not provide preferences to any population or subpopulation.

HOME-ARP Refinancing Guidelines

The City does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing.

Attachments

- Virtual Public Hearing Sign-in
- Columbia Council of Neighborhoods meeting Sign-in
- Stakeholder Survey Results

Virtual Public Hearing Home-ARP Wednesday, March 23, 2022

Attendees:

- 1) Gloria Saeed
- 2) Spencer Christian
- 3) Lorena Hightower
- 4) Michelle Burton
- 5) Ursula Laxaj
- 6) He Anna Bookert
- 7) Brittani Richards
- 8) Jannie Nelson
- 9) Constance Jenkins
- 10) Unknown Caller

No Questions presented



CITY OF COLUMBIA

MARCH 24, 2022

HOME-ARP

PUBLIC COMMENT SESSION

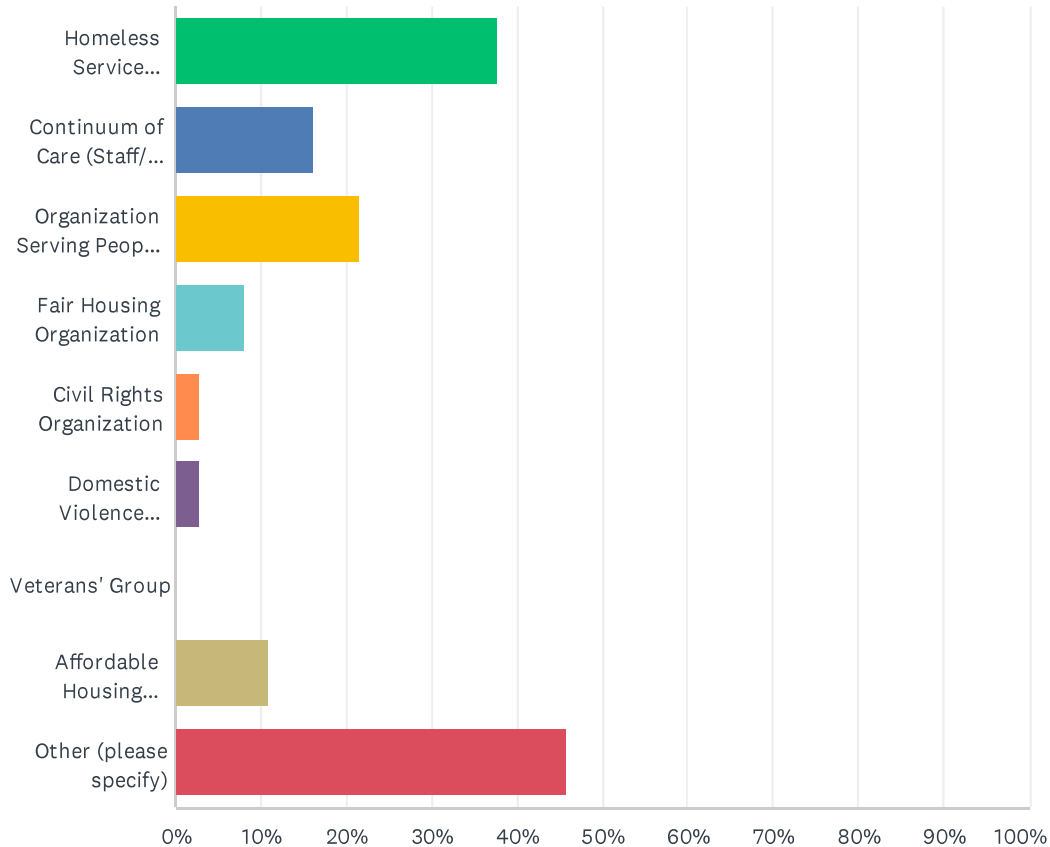
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NAME	ADDRESS	ITEM OF CONCERN
Harrison Greenlaw	Shandon	
Jerry Parker	Galaxy	Where is the Homeless going.
John Black	Watermark	
Whitney Denton	SHNA	^{90%} the overste committee potentially using the
Michael Huggins	SKIVA	time need more shot spotter!
Pat Meyer	HPKT	→

Q1 Which type of organization(s) best describes the group with which you are affiliated? (select as many choices as needed)

Answered: 37 Skipped: 0



ANSWER CHOICES	RESPONSES	
Homeless Service Provider	37.84%	14
Continuum of Care (Staff/ Member)	16.22%	6
Organization Serving People with Disabilities	21.62%	8
Fair Housing Organization	8.11%	3
Civil Rights Organization	2.70%	1
Domestic Violence Service Provider	2.70%	1
Veterans' Group	0.00%	0
Affordable Housing Developer	10.81%	4
Other (please specify)	45.95%	17
Total Respondents: 37		

#	OTHER (PLEASE SPECIFY)	DATE
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1	nonprofit organization serving the Latino population	1/19/2022 10:12 AM
2	Nonprofit low income individuals	1/19/2022 7:54 AM
3	South Carolina Legal Services that provides civil legal services to protect the rights and represent the legal interest of low-income South Carolinians. We partner and take referrals from all of the groups mentioned above.	1/19/2022 5:05 AM
4	Disability Rights	1/19/2022 4:12 AM
5	Real Estate Broker/Property Manager	1/4/2022 11:59 PM
6	Columbia Housing	1/4/2022 6:00 AM
7	Public Transit	1/3/2022 4:35 AM
8	Nonprofit community housing development organization	12/30/2021 6:53 AM
9	Rental or Utility Assistance	12/30/2021 6:29 AM
10	Affordable housing provider	12/30/2021 5:06 AM
11	Fatherhood Organization	12/23/2021 9:00 AM
12	Community Housing Development Organization	12/23/2021 6:45 AM
13	legal/social justice	12/17/2021 3:51 AM
14	state agency	12/15/2021 8:42 AM
15	at risk and homeless families - homelessness, affordable housing	12/13/2021 6:52 AM
16	Technology Center for Low Income Individuals	12/11/2021 4:45 AM
17	cdc	12/10/2021 12:07 PM

Q2 What is the name of your organization? (if applicable)

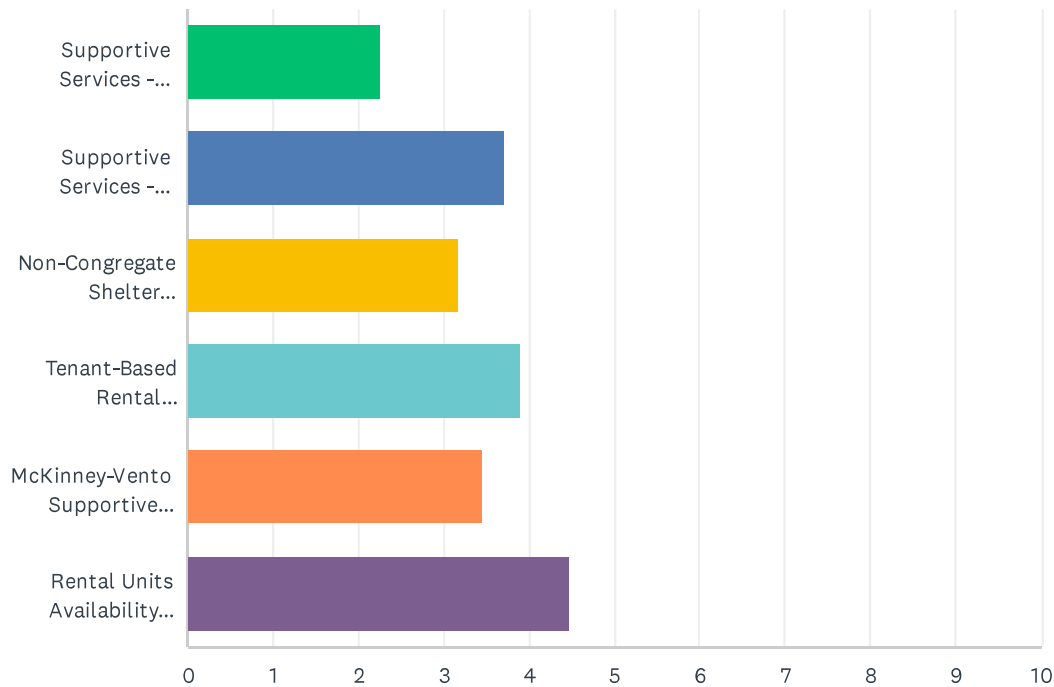
Answered: 34 Skipped: 3

#	RESPONSES	DATE
1	Housing Authority of the City of Columbia, SC	3/23/2022 6:26 AM
2	Sistercare, Inc.	3/15/2022 6:48 AM
3	Transitions	1/23/2022 8:42 AM
4	Mental Illness Recovery Center, Inc. (MIRCI)	1/20/2022 11:22 AM
5	MIRCI	1/20/2022 11:06 AM
6	Mental Illness Recovery Center, Inc. (MIRCI)	1/20/2022 8:07 AM
7	MIRCI	1/20/2022 7:45 AM
8	Latino Communications CDC	1/19/2022 10:12 AM
9	Transitions Homeless Center	1/19/2022 9:11 AM
10	Mental Illness Recovery Center, Inc. (MIRCI)	1/19/2022 6:43 AM
11	PALSS, Inc.	1/19/2022 6:10 AM
12	South Carolina Legal Services	1/19/2022 5:05 AM
13	The Cooperative Ministry	1/19/2022 4:26 AM
14	Able South Carolina	1/19/2022 4:12 AM
15	CAP	1/13/2022 5:56 AM
16	Central City Realty, Inc	1/4/2022 11:59 PM
17	Columbia Housing	1/4/2022 6:00 AM
18	United Way of the Midlands	1/3/2022 9:04 AM
19	SC UpLift Community Outreach	1/3/2022 9:01 AM
20	Central Midlands Regional Transit Authority	1/3/2022 4:35 AM
21	Santee-Lynches Affordable Housing	12/30/2021 6:53 AM
22	The Cooperative Ministry	12/30/2021 6:29 AM
23	Columbia Housing	12/30/2021 5:06 AM
24	South Carolina Center for Fathers and Families	12/23/2021 9:00 AM
25	The Cooperative Ministry	12/23/2021 8:11 AM
26	SC UpLift Community Outreach	12/23/2021 6:45 AM
27	MIRCI - Mental Illness Recovery Center Inc.	12/23/2021 3:56 AM
28	South Carolina Appleseed Legal Justice Center	12/17/2021 3:51 AM
29	SC Housing	12/15/2021 8:42 AM
30	Homeless No More	12/14/2021 8:58 AM
31	Homeless No More	12/13/2021 6:52 AM
32	Transitions Homeless Center	12/13/2021 4:29 AM
33	Fast Forward	12/11/2021 4:45 AM

34	CAP	12/10/2021 12:07 PM
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Q3 Please rank the unmet housing and service needs you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability) in the City?

Answered: 29 Skipped: 8



	1	2	3	4	5	6	TOTAL	SCORE
Supportive Services - Housing Counseling Services	0.00% 0	14.29% 4	7.14% 2	14.29% 4	17.86% 5	46.43% 13	28	2.25
Supportive Services - Homelessness Prevention	20.69% 6	10.34% 3	27.59% 8	17.24% 5	10.34% 3	13.79% 4	29	3.72
Non-Congregate Shelter (acquire, convert, rehabilitate, or construct)	10.71% 3	14.29% 4	7.14% 2	28.57% 8	28.57% 8	10.71% 3	28	3.18
Tenant-Based Rental Assistance (rental assistance, security deposit assistance, utility deposits, etc)	13.79% 4	31.03% 9	20.69% 6	6.90% 2	20.69% 6	6.90% 2	29	3.90
McKinney-Vento Supportive Services (outreach, shelter, transitional housing, supportive services, short-term rent subsidies, etc)	10.34% 3	20.69% 6	17.24% 5	20.69% 6	17.24% 5	13.79% 4	29	3.45
Rental Units Availability (acquire, rehabilitate, or construct)	44.83% 13	10.34% 3	20.69% 6	6.90% 2	6.90% 2	10.34% 3	29	4.48

Q4 What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in the City?

Answered: 25 Skipped: 12

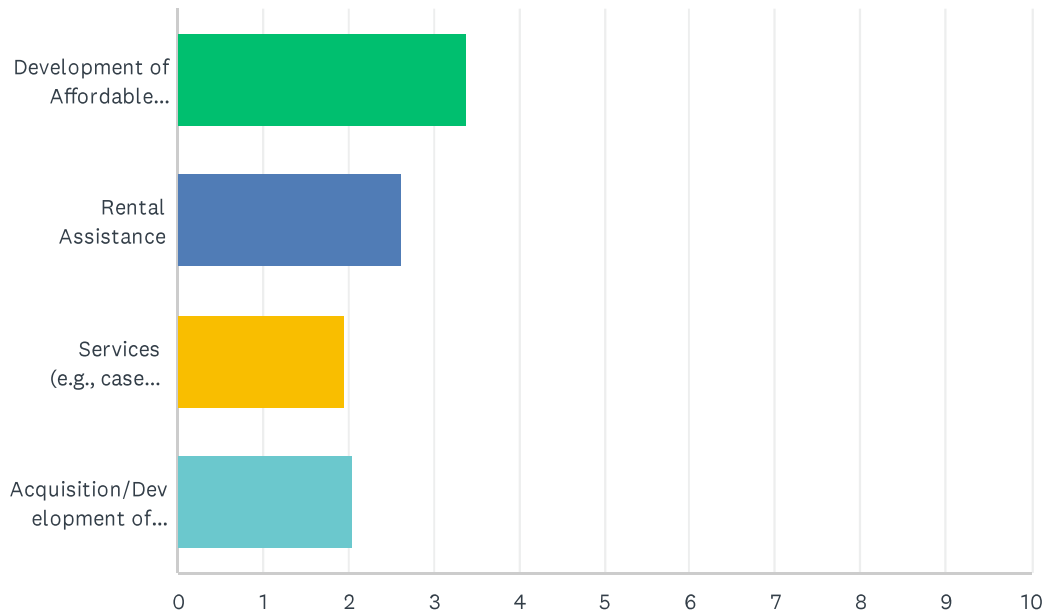
#	RESPONSES	DATE
1	Access to affordable rental housing for low to moderate income individuals and families, applicants inability to qualify for units because of income, background, credit and/or other reasons, and number of accessible units available on the market.	3/23/2022 6:55 AM
2	Not enough affordable units. In addition, for those that we serve, they do not qualify due to credit score, eviction notices received. Due to the domestic violence, this is a barrier for most of those we try and support. Sistercare advocates to allow those that we serve to by pass some of the qualifying conditions that need to be met by rental/land lord expectations and/or rules for renting.	3/15/2022 7:09 AM
3	Affordable housing	1/23/2022 8:45 AM
4	There is not a low-barrier, low-threshold emergency shelter, which is defined by the National Alliance to End Homelessness as a shelter that ensures immediate and easy access to shelter by lowering barriers to entry and remaining open 24/7. These shelters do not have sobriety, income, or other requirements that restrict entry, prohibit residency, or prevent access to housing or other resources to those needing these resources most. The youth and young adults experiencing homelessness in the Midlands severely outnumber the youth specific housing units, by at least 9:1 (700 youth experiencing homelessness compared to 82 youth-specific shelter, transitional, and permanent housing units). Gaps also exist in healthcare access as youth over the age of 18 have a more difficult time accessing Medicaid and other mainstream benefits.	1/20/2022 11:56 AM
5	Lack of housing	1/20/2022 8:10 AM
6	The greatest need is decent subsidized housing. A second need is increasing the availability of services outside of City Center--we might not need facilities but we do need the capacity to do outreach in Harbison and Garner's Ferry areas.	1/20/2022 7:56 AM
7	Not enough safe and affordable housing or emergency shelter particularly for women with children, single men and teens.	1/19/2022 9:01 AM
8	Landlords not accepting housing vouchers, landlords that do are unwilling to make repairs to pass HUD inspections. High application fees for clients, strict background and credit checks. Previously locally owned housing complexes are being bought by companies out of state and they are not flexible on eligibility criteria.	1/19/2022 8:12 AM
9	inadequate supply of affordable housing inventory; funding rental assistance	1/19/2022 6:53 AM
10	Accessible housing options for people with disabilities in inclusive environments.	1/19/2022 4:54 AM
11	lack of affordable housing; low incomes	1/19/2022 4:38 AM
12	Lack of outreach communication and follow-up. Funding support to assist homeowners and Landlords improve existing units.	1/5/2022 12:23 AM
13	I am unsure of the shelter inventory, but we do need to create more quality affordable housing. I believe the City is delivering services but people are not aware of the services. Being intentional with community involvement and engagement can assist with this.	1/3/2022 9:43 AM
14	Lack of affordable rental units	1/3/2022 9:08 AM
15	There are not enough quality, affordable rental or rent to own units available	12/30/2021 7:02 AM
16	There are a lack of inclusionary zoning for affordable housing, and/or contractors who are willing to build high-density housing.	12/30/2021 5:44 AM
17	Our community has limited inventory of quality affordable housing solutions for low and	12/30/2021 5:19 AM

moderate income families.

18	Lately, especially during COVID there seems to be an increase presence of the homeless population downtown. I'm assuming that is because shelters that would typically be open are closed due to COVID. There has always been a lack of shelter for families with and without minor children.	12/23/2021 9:23 AM
19	There is a shortage of affordable rental units. Specious barriers such as credit and criminal histories block paths to home ownership. Eligibility criteria for rent assistance are needlessly complicated. The rent assistance that is available can be difficult for people to access and onerous for agencies to administer.	12/23/2021 8:44 AM
20	Affordable Housing stock is lacking and until this is improved, we will not see change. I also would like to see housing court similar to what is taking place in Charleston to mitigate evictions.	12/17/2021 3:59 AM
21	insufficient number of rental units affordable and available to extremely low-income households	12/15/2021 9:07 AM
22	There are not enough affordable housing units available.	12/14/2021 9:04 AM
23	affordable housing and home ownership for lower income families	12/13/2021 7:08 AM
24	Better shelters for the elderly and medically fragile	12/13/2021 4:39 AM
25	SC has a deficit of 84,000 affordable housing units, with another 100,000 needed. We have one of the highest evictions rates in the United States. We have an immediate need for shelter for women and families.	12/11/2021 5:20 AM

Q5 How would you rank the following eligible uses of HOME-ARP funds in terms of priority within our community?

Answered: 29 Skipped: 8



	1	2	3	4	TOTAL	SCORE
Development of Affordable Housing	55.17% 16	34.48% 10	3.45% 1	6.90% 2	29	3.38
Rental Assistance	27.59% 8	24.14% 7	31.03% 9	17.24% 5	29	2.62
Services (e.g., case management, legal services, moving cost assistance, etc.)	7.14% 2	17.86% 5	39.29% 11	35.71% 10	28	1.96
Acquisition/Development of Non-Congregate Shelter Units (i.e., emergency shelter provided in individual rooms rather than a traditional homeless shelter)	10.71% 3	21.43% 6	28.57% 8	39.29% 11	28	2.04

Q6 For tenant-based rental assistance, what specific needs do you see in our community? How do you think HOME-ARP funds could be used to address those needs? (e.g. rental assistance, security deposit assistance, utility deposits)

Answered: 27 Skipped: 10

#	RESPONSES	DATE
1	Rental assistance, security and utility deposits, moving fees, unit repairs, and inspection costs.	3/23/2022 6:55 AM
2	As what is stated: rental assistance, security deposits, utility deposits and payments.	3/15/2022 7:09 AM
3	Affordable housing	1/23/2022 8:45 AM
4	The priority should be on adding additional affordable housing units and correlated supportive services to help individuals maintain stable housing.	1/20/2022 11:56 AM
5	All of the above	1/20/2022 8:10 AM
6	The challenge with rental assistance is how to sustain it with one-time funding--we need it but most people who need it, need it over time.	1/20/2022 7:56 AM
7	Rental assistance is vital and security and utility deposits help support access to housing. I think rental assistance is the priority as it helps prevent homelessness.	1/19/2022 9:01 AM
8	Rental and utility assistance, specifically water bills with City of Columbia.	1/19/2022 8:12 AM
9	rental assistance, security deposits, utility deposits, ongoing assistance with rent and utilities will be needed	1/19/2022 6:53 AM
10	The specific causes for the need should be addressed and assistance provided to eliminate the causes. Furthermore, the quality of the leased unit needs to be considered. Is it up to code standards? What needs to be fixed? How should this be addressed with the landlord?	1/19/2022 5:20 AM
11	Assistance with first-month rent and bills, furniture assistance, and making a home accessible for disability needs.	1/19/2022 4:54 AM
12	Income is too low to afford housing, especially for single/divorced mothers. Very few receive child support and child care is prohibitively expensive.	1/19/2022 4:38 AM
13	Provide security deposit assistance	1/13/2022 6:05 AM
14	Create a listing of available housing units across the entire Columbia Metro area.	1/5/2022 12:23 AM
15	The need for rental assistance is a priority.	1/3/2022 9:43 AM
16	Deposits and rental assistance but development of new affordable units is higher priority overall	1/3/2022 9:08 AM
17	More people need help these days	12/30/2021 7:02 AM
18	Rental assistance is a long-term, and a graduated reduction option would be best.	12/30/2021 5:44 AM
19	Expand rental assistance, security deposit assistance and utility deposit services.	12/30/2021 5:19 AM
20	Rental assistance, security deposit, utility deposit, rental arrears, and utility arrears.	12/23/2021 9:23 AM
21	Pay housing benefits directly to renters. The present system of paying landlords helps to prop up rents that are too high in comparison to household incomes.	12/23/2021 8:44 AM
22	people get behind and need help catching up, or cannot afford their deposits. But if we put it all into assistance and do not address the systemic issue of need for housing stock we will not change the narrative	12/17/2021 3:59 AM

23	Given the limited funds available, any TBRA funds should be dedicated to one-time assistance as part of an existing rapid re-housing or housing first approach.	12/15/2021 9:07 AM
24	fund more agencies who have success in administering similar programs- cooperative ministry, Wateree Community Action	12/14/2021 9:04 AM
25	deposit assistance for those successfully exiting programs (ie use as incentive to participate and complete)	12/13/2021 7:08 AM
26	All three of the above uses are good. They are being used with vouchers to place people into housing.	12/13/2021 4:39 AM
27	The average rent for a one-bedroom apartment in Columbia is reported at \$900-\$1,200, and the average weekly wage is \$788 for SC. Therefore, it is almost impossible for someone to come up with rent and a deposit equal to one month and security deposits.	12/11/2021 5:20 AM

Q7 For affordable rental housing development, what specific needs do you see in our community? How do you think HOME-ARP funds could be used to address those needs? (e.g. acquisition, construction, and rehabilitation)

Answered: 27 Skipped: 10

#	RESPONSES	DATE
1	Rehab of homes owned by low income households and new construction of affordable rental housing.	3/23/2022 6:55 AM
2	A wish - to have a housing development with the mindset it was built around the barriers that victims of intimate partner violence face. To partner with a domestic violence service agency - Sistercare and allow for a housing development be a community partner - embracing that IPV exists, renters do not have to be in hiding, the housing development offers something like what a gated community has the privilege in having in higher end living neighborhoods, but a community center established for specific domestic violence programming to be delivered.	3/15/2022 7:09 AM
3	There isn't any affordable housing	1/23/2022 8:45 AM
4	The City's Zoning Appeals process restricts ease of development of necessary housing units to reduce the number of individuals experiencing homelessness across the city. While HOME-ARP funds would not eliminate barriers directly that are created by the Zoning Appeals process, funds could provide the capital necessary to promote developers to increase the number of affordable housing units being developed specifically targeted at populations experiencing homelessness.	1/20/2022 11:56 AM
5	All of the above	1/20/2022 8:10 AM
6	HOME ARP could support the development of housing for people who are experiencing homelessness from SROs, transitional housing to permanent housing.	1/20/2022 7:56 AM
7	Acquisition and rehabilitation are a priority for our community.	1/19/2022 9:01 AM
8	Rehab motels into SROs	1/19/2022 8:12 AM
9	Acquisition, construction and rehab are important; but there needs to be an ongoing means of rent/utility assistance	1/19/2022 6:53 AM
10	not enough	1/19/2022 5:20 AM
11	We would love to see more homes being built with universal design in mind so there doesn't need to be separate accessible units-- they could work with all and reduce the waiting list for accessible units. .	1/19/2022 4:54 AM
12	construction of small houses (tiny houses) with supportive services on sight in areas with bus lines or high levels of employment opportunities	1/19/2022 4:38 AM
13	Rehabilitation.	1/13/2022 6:05 AM
14	Expand housing development to include small home builders with outstanding credentials.	1/5/2022 12:23 AM
15	More access to funding for the development of affordable rental housing. HOME-ARP can definitely be used to address this need.	1/3/2022 9:43 AM
16	Rehab or adaptive reuse to preserve current structures and new construction	1/3/2022 9:08 AM
17	There is a great need for quality, affordable rental housing in Columbia	12/30/2021 7:02 AM
18	Construction of multi-family, high-density units. i.e. townhome communities	12/30/2021 5:44 AM
19	Acquisition, rehabilitation and development of new units.	12/30/2021 5:19 AM
20	Acquisition and rehabilitation of apartments and multifamily units that are vacant should be the priority.	12/23/2021 9:23 AM

21	It may be time to stop pretending the housing market will meet the needs of low-income people. Build/acquire clean, safe properties and price them affordably. Let the market then adjust to low-income renters having decent choices.	12/23/2021 8:44 AM
22	all three, with it being reserved for lowest wage/no income residents.	12/17/2021 3:59 AM
23	As mentioned earlier, new rental housing affordable to ELI populations is most needed. Award could support a housing trust fund/local match for housing development programs.	12/15/2021 9:07 AM
24	acquisition, construction and rehab of new affordable housing units.	12/14/2021 9:04 AM
25	land acquisition, acquisition of condemned properties (and demo), construction of new housing, rehab of existing housing or multi-unit structures (ie motels)	12/13/2021 7:08 AM
26	I am unsure what you will have after you spend your money on this as it seems very expensive to acquire and build rental units. Rehabilitation may be the best move.	12/13/2021 4:39 AM
27	Stay away from SRO or tiny house development. The focus needs to be on housing that can be used by more than one demographic. We should not get to a point where we end up with a glut of SRO housing.	12/11/2021 5:20 AM

Q8 For supportive services (i.e. homeless prevention/assistance, housing counseling) , what specific needs do you see in our community? How do you think HOME-ARP funds could be used to address those needs?

Answered: 25 Skipped: 12

#	RESPONSES	DATE
1	Counseling, financial literacy, mental health services, home maintenance services, and homelessness prevention.	3/23/2022 6:55 AM
2	Rental assistance, utility payments/security deposits are always so helpful. Case managers for economic empowerment - jobs/future financial savings.	3/15/2022 7:09 AM
3	There is not enough suppprtive housing for the need	1/23/2022 8:45 AM
4	Housing First models promoted by HUD suggest that housing stability rates increase when housed individuals have access to supportive, wraparound services promoting independent living skills development. HOME-ARP funds could be used to expand available programs providing supportive services to housed individuals; promote replication of best practices in service delivery; support training opportunities on evidence-based practices so staff are equipped to manage the myriad barriers preventing individuals from maintaining housing stability; and explore implementation of new, best practice models being utilized in other states and/or municipalities with positive outcomes.	1/20/2022 11:56 AM
5	Wages and tools	1/20/2022 8:10 AM
6	Outreach with the capacity for follow-up services (basic needs, benefits assessment and enrollment, behavioral health and physical health assessment, etc.	1/20/2022 7:56 AM
7	Homeless prevention, budget counseling and money management.	1/19/2022 9:01 AM
8	Homeless assistance	1/19/2022 6:53 AM
9	Help to fund an attorney to: represent clients in all eviction proceedings; to get landlord to make needed repairs; review other legal issues that may cause homelessness.	1/19/2022 5:20 AM
10	Assistance with maintaining their household	1/19/2022 4:54 AM
11	basic education in financial management will help some, but you cannot budget your way out of extreme poverty	1/19/2022 4:38 AM
12	Rental counseling	1/13/2022 6:05 AM
13	Support or fund housing counseling agencies in order to offer services at no cost to those in need.	1/5/2022 12:23 AM
14	The need for housing counseling and financial literacy would greatly to assist those who are seeking homeownership. Providing the education in this area can allow for attainable and sustainable housing.	1/3/2022 9:43 AM
15	Require improved coordination across agencies providing supportive services	1/3/2022 9:08 AM
16	The need for these services is not much compared to the need for rental units.	12/30/2021 7:02 AM
17	Funds should be granted to providers who already have the infrastructure and acumen in place to expand current services.	12/30/2021 5:44 AM
18	Prevention assistance should be priority #1.	12/30/2021 5:19 AM
19	Most families need assistance dealing with landlord/tenant issues specifically getting landlords to make repairs so that homes remain habitable and utility costs are manageable. HOME-ARP funds could be used to provide legal counsel to families as well as enforce landlords to make timely repairs on properties.	12/23/2021 9:23 AM

20	Focus supportive services on helping people increase their incomes. Given sufficient financial resources, most people can take care of their housing needs.	12/23/2021 8:44 AM
21	mental health counseling, budgeting, child care	12/17/2021 3:59 AM
22	Efforts should be concentrated on homelessness prevention and diversion services to stabilize existing housing situations.	12/15/2021 9:07 AM
23	strongly feel prevention should only be run through existing programs with structured timelines and requirements (worry that benefits of last two years have already created a sense of benefits not running out).	12/13/2021 7:08 AM
24	Many people want or need these services. Some should be allocated for this purpose. How much life changing is unclear as the case management is often minimal.	12/13/2021 4:39 AM
25	Budgeting and housing counseling.	12/11/2021 5:20 AM

Q9 For non-congregate shelter (i.e., individual rooms rather than traditional homeless shelter), what specific needs do you see in our community? How do you think HOME-ARP funds could be used to address those needs?

Answered: 23 Skipped: 14

#	RESPONSES	DATE
1	Individual rooms	3/23/2022 6:55 AM
2	As COVID is never going away, options for quarantining and not being in fear of what can come out of community living is really important. Truly feel non-congregate shelter models are the future. It may even show more consistent direct services being rendered because of privacy and embarrassment/shame will not be so in the open in order to engage in supportive services.	3/15/2022 7:09 AM
3	More individual rooms with wrap around services	1/23/2022 8:45 AM
4	There is not enough non-congregate shelter. Replicating models being used in other municipalities like converting old motels into non-congregate shelters could be an appropriate use of HOME-ARP funds.	1/20/2022 11:56 AM
5	Units/Apartments and or homes	1/20/2022 8:10 AM
6	This would depend on having a willing, experienced provider and would need have funding for services, too.	1/20/2022 7:56 AM
7	SRO does not exist in this area but would be a great asset for housing stock. The development of an SRO or "hotel" style of housing would be excellent.	1/19/2022 9:01 AM
8	acquisition/rehab or construction of single room occupancy for ongoing non-congregate shelter	1/19/2022 6:53 AM
9	Accessible/inclusive housing options	1/19/2022 4:54 AM
10	Boarding houses - weekly pay with meals and supportive services - temporary stay (6-12 months)	1/19/2022 4:38 AM
11	Not sure	1/5/2022 12:23 AM
12	I am not sure	1/3/2022 9:43 AM
13	Priority is affordable rental units rather than more shelter beds	1/3/2022 9:08 AM
14	There is always a need for shelters but more permanent rental housing should be considered as well	12/30/2021 7:02 AM
15	There is a high need for youth-specific shelters. As it stands now, Transitions provides shelter to you, but in the same general area as the adult population. The best practice would be to separate the two and provide youth-specific resources.	12/30/2021 5:44 AM
16	Individual rooms rather than homeless shelters are preferred.	12/30/2021 5:19 AM
17	Funds can be used to acquire and rehab vacant properties throughout our community for non-congregate shelter.	12/23/2021 9:23 AM
18	Raise standards to prevent the shelters from becoming neighborhood nuisances or eyesores. Tiny houses may be an even better option.	12/23/2021 8:44 AM
19	we should look at abandoned hotels and really start to develop SROs	12/17/2021 3:59 AM
20	Non-congregate shelter is likely not the ideal use of funds. Emphasis must be placed on finding permanent or transitional housing solutions that do not stigmatize residents.	12/15/2021 9:07 AM
21	Not my wheel house...families would not thrive in this scenario.	12/13/2021 7:08 AM
22	This is a waste of money. Fix rental units rather than do this. Use this approach only to	12/13/2021 4:39 AM

support the DHEC hotel for those with COVID.

23	We do not have sufficient non-congregate shelter; however, we need to find ways to be sure that those who are housed are abiding by policies and safety guidelines. Most non-congregate shelter is not on good bus routes.	12/11/2021 5:20 AM
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Q10 Do you have any additional feedback you would like to share?

Answered: 17 Skipped: 20

#	RESPONSES	DATE
1	No	3/23/2022 6:55 AM
2	Not at this time.	3/15/2022 7:09 AM
3	no	1/23/2022 8:45 AM
4	The Midlands is in dire need for relaxed development processes that attract affordable housing developers to create new units in the City of Columbia. Housing stability is linked to additional healthcare and social outcomes, and the City's Zoning process and focus on student housing development is preventing the City's most vulnerable populations from exiting homelessness and making meaningful contributions to the economy.	1/20/2022 11:56 AM
5	No	1/19/2022 9:01 AM
6	MIRCI staff are available to work with the City of Columbia on planning or implementation.	1/19/2022 6:53 AM
7	We would like to see Columbia also develop Medicaid agreements so there could be available units to people who are Medicaid eligible. There is a true lack of housing available to transition people from congregate settings into the community.	1/19/2022 4:54 AM
8	Families fleeing domestic violence need immediate assistance and long term assistance as they set up new life. Wish non-supportive fathers were actively pursued to pay child support. Maybe provide some funding for police to help court system enforce child support payments.	1/19/2022 4:38 AM
9	Reach out to local Realtists and Realtors to get involved. Realtists are members of the National Association of Real Estate Brokers. Website NAREB.com	1/5/2022 12:23 AM
10	Quality, safe, affordable housing is priority one for additional funding. Using organizations with proven track records is essential in getting the results needed.	12/30/2021 7:02 AM
11	None at this time.	12/30/2021 5:44 AM
12	In addition to HUD funds I would love to see the city hire a 3rd party consultant to help launch a city-wide affordable housing strategy that could eventually be expanded to all municipalities in the Midlands.	12/30/2021 5:19 AM
13	No.	12/23/2021 8:44 AM
14	Thank you for the ability to comment. I want to reiterate the need for housing court, that will mitigate the high evictions and help to ensure housing stock is maintained.	12/17/2021 3:59 AM
15	If I understand the intent of ARP funding, it's to create programs/projects that speak to systemic change so moratoriums, etc. aren't needed again if another "pandemic" were to happen. So whatever we do, it shouldn't be a "quick fix, but rather have some educational component that helps create long-term education, community/individual change, etc. How do we do that with this? It has to be more than another band-aid...or we will find ourselves in the same situation again.	12/13/2021 7:08 AM
16	Don't cut shelters out of the loop. They are doing the lion's share of the work to help the homeless.	12/13/2021 4:39 AM
17	Transportation is the number one need we have.	12/11/2021 5:20 AM



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract to Purchase Trend Micro Service and Renew Support, as requested by the Information Technology Department on February 28, 2022. Award to SHI International Corporation, using the Omnia Partners - IT Solutions Cooperative Contract in the amount of \$64,000.02. The vendor is located in Somerset, NJ.

REQUISITION NO.: R215287

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Information Technology - Maintenance & Service Contract; (1011120-638200). The original budget amount is \$64,000.02.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Trend Micro Service and Support Renewal is the renewal for multiple Trend Micro security products the City of Columbia utilizes as part of the computer security infrastructure.

These security products include:

- Computer virus, malware, and spyware protection for all desktops, laptops, and servers.
- E-mail threat protection and remediation of City email accounts.
- Real-time threat detection engine for quickly detecting advanced malware that can bypass traditional security defenses.
- Threat analysis engine for evaluation of suspicious objects detected.

ATTACHMENTS:

- **#a:** Trend Micro Service and Support Renewal Contract (PDF)
- **#b:** Trend Micro Service and Support Renewal Chart (PDF)
- **#c:** IT Memo - Trend Renewal (PDF)

City of Columbia and SHI International Corporation
Trend Micro Service and Support



CONTRACT FOR SERVICES

This Contract is being awarded under procurement method Omnia Partners – IT Solutions Cooperative Contract #2018011-02

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 SHI International Corporation, with legal address and principal place of business at 290 Davidson Avenue, Somerset, NJ 08873 (hereinafter referred to as the “Contractor”), to provide Trend Micro service and support renewal.

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

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

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

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia for an initial term of one (1) year.

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

The Contractor agrees that the Services shall be prosecuted regularly, diligently and

City of Columbia and SHI International Corporation
Trend Micro Service and Support

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

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

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

4. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed within this Contract under the direction of the Information Technology Department.

5. **COMPENSATION**

- A. The compensation to be paid by the City to the Contractor under this Agreement, for the renewal of Trend Micro service and support, shall no exceed Sixty-Four Thousand Dollars and Two Cents (\$64,000.02).
- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

6. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO OMNIA PARTNERS –IT SOLUTIONS CONTRACT #2018011-02**

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

City of Columbia and SHI International Corporation
Trend Micro Service and Support

7. MISCELLANEOUS

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

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

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

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

City of Columbia and SHI International Corporation
Trend Micro Service and Support

will be incorporated only by written amendment signed by both the City and the Contractor.

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

“Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant’s age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or

City of Columbia and SHI International Corporation
Trend Micro Service and Support

lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

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

City of Columbia and SHI International Corporation
Trend Micro Service and Support

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

CONTRACTOR

3.17.2022

Print

Signature

Date: _____

City of Columbia and SHI International Corporation
Trend Micro Service and Support

List of Exhibits

Exhibit A – Quote

Exhibit B – Omnia Partner IT Solutions Contract #2018011-02 Details

Exhibit A



Pricing Proposal
 Quotation #: 21564213
 Created On: 2/3/2022
 Valid Until: 4/8/2022

City of Columbia

Eric Goodwill

1401 Main Street
 Columbia, SC 29201
 UNITED STATES
 Phone: 8037374223
 Fax: (803) 545-3396
 Email: Eric.Goodwill@columbiasc.gov

Account Representative

Anthony Balistreri

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 800-211-0831
 Fax: 800-211-7954
 Email: anthony_balistreri@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Trend Micro Smart Protection Complete (incl CAS XDR) Academic 2,001-5,000 Users - Renew Trend Micro - Part#: CTRA0006 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: SPA#:Sha-36009-20-20220131-1 Coverage Term: 5/4/2022 – 5/4/2023	2250	\$14.17	\$31,882.50
2 Trend Micro Deep Discovery Inspector Series 1000: 1 Gbps SW+HW Appliance with XDR Academic 1+ Renew Trend Micro - Part#: DDRA0020 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 5/4/2022 – 5/4/2023	1	\$13,688.39	\$13,688.39
3 Trend Micro Deep Discovery Analyzer HW+SW Appliance Academic 1 User - Renew Trend Micro - Part#: ADRA0003 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 5/4/2022 – 5/4/2023	1	\$13,688.39	\$13,688.39
Total			\$59,259.28

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

OMNIA Partners Public Sector



Created by and for public agencies

OMNIA Partners, Public Sector is a cooperative purchasing organization established for public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. OMNIA Partners, Public Sector aggregates the purchasing power of participating public agencies across the country in order to receive larger volume discounts from suppliers. This is an optional program with no fee to participate.

Award Product Categories

SHI's entire product catalog, including hardware, software and services across all manufacturers, is now available through OMNIA Partners, Public Sector:

- Systems (Desktops, Laptops, Tablets, Servers)
- Input devices (Keyboards, Mice, Scanners, Audio)
- Output devices (Displays, Printers, Projectors, Accessories)
- Memory
- Storage
- Networking equipment
- Software
- Media supplies
- Collaboration & IP telephony
- Services
- All other products

Participation Information

Only registered participants of OMNIA Partners, Public Sector cooperative can utilize contracts in their portfolio. Not already an OMNIA Partners, Public Sector participant? Navigate to www.omniapartners.com/publicsector and click "Register" on the top right.

Participation is open to:

- City/local government
- County government
- State government
- Public/private education institutions & systems
- Special districts
- Nonprofits

SHI & OMNIA Partners, Public Sector

Contract Name - IT Solutions & Services

Contract Number - 2018011-02

Expiration Date - February 28, 2023

Lead Public Agency - City of Mesa, AZ

Pricing

All contracts in the OMNIA Partners, Public Sector portfolio are awarded by a lead public agency, using a competitive solicitation process to get you the best pricing and discounts available.

Products available through SHI are guaranteed to be discounted at least 4-5% off MSRP, and are often discounted even more. We will work with you to obtain the best pricing possible for all of your technology needs. To shop contract pricing with OMNIA Partners, Public Sector, please check out our catalog at www.publicsector.shidirect.com. New user registration should be completed using Token **95486** and Access Key **QN25KRGRQB** to view our contract pricing with OMNIA Partners, Public Sector.

Visit SHI's OMNIA Partners, Public Sector microsite for more information about how you can utilize our contract to save on IT services and solutions.

We respectfully request Council's approval for this purchase using the Omnia Partners – IT Solutions Cooperative Contract #2018011-02 Vendor, SHI International Corporation, at the following cost plus sales tax.

Trend Micro Service and Support Renewal	
Base Price	\$59,259.28
SC State Taxes	\$4,740.74
PO Total	\$64,000.02

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

When purchasing through cooperative contracts.



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of the AVaiLWeb and Hardware Warranty for Vehicle Locator Services, as requested by the Columbia Police Department on March 16, 2022. Award to Utility Associates, Inc. in the amount of \$82,645.88. The vendor is located in Decatur, GA.

REQUISITION NO.: R215539

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount is \$82,645.88

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** AvailWeb Quote (PDF)
- **#b:** AvailWeb Chart (DOCX)



Sales Estimate

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

Customer Columbia SC Police
Date 1/21/2022
Sales Quote# 131768-R
Expires 3/22/2022
Sales Rep Chiera, Vincent
PO# Renewal 2021-2022
(Option #2)
Terms Net 30

Bill To

Billing
AccountsPayable@columbiasc.gov
Christina.williams@columbiasc.gov

Ship To

Michael Paul
1136 Washington Street
2nd Floor, Suite 202/204
Columbia SC 29204

Item	Description	Quantity	Price Each	Amount
SS-G-101	Renewal of Rocket - Remote Configuration Management (RCM), AVaiLWeb and Hardware Warranty, Limited Software Support - 1 year (4/1/2022 to 3/31/2023)	114	\$338.00	\$38,532.00
IOTCOM-S-4001-R	Renewal of AVaiL Web SaaS for Rocket IoT Communications - 1 Year Renewal (4/1/2022 to 03/31/2023)	122	\$360.00	\$43,920.00
DISCOUNT	Sourcewell RFP Award Discount 051321-UTI, City of Columbia Member ID 66248	1	(\$5,928.02)	(\$5,928.02)

Contact Info

For inquiries, please use the following contact info:

~New Orders - orders@utility.com
~Existing Orders - insidesales@utility.com
~Accounting - accounting@utility.com

Any other questions may be directed to
404-816-0300

Wiring Instructions

Wiring Instructions:
PNC Bank, N.A.
East Brunswick, NJ
ABA #031207607

Utility Associates, Inc.
Account #8026405918

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

Please forward all inquiries to insidesales@utility.com



Sales Estimate

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

Customer	Columbia SC Police
Date	1/21/2022
Sales Quote#	131768-R
Expires	3/22/2022
Sales Rep	Chiera, Vincent
PO#	Renewal 2021-2022 (Option #2)
Terms	Net 30

Bill To

Billing
AccountsPayable@columbiasc.gov
Christina.williams@columbiasc.gov

Ship To

Michael Paul
1136 Washington Street
2nd Floor, Suite 202/204
Columbia SC 29204

Item	Description	Quantity	Price Each	Amount
Signature Line	Signature: _____			
	Name: _____			
	Date: _____			
	PO: _____			

Subtotal	\$76,523.98
Sales Tax (%)	\$0.00
Total	\$76,523.98

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

Please forward all inquiries to insidesales@utility.com

We respectfully request Council's approval for this purchase vendor, Utility Inc. at the following cost plus sales tax.

Utility Associates, Inc.	
Base Price	\$84,452.00
Discount	\$5,928.02
SC Taxes	\$6,121.86
PO Total	\$82,645.84

Sec 2-204. (7) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the procurement of information technology.



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract Renewal for the Gunshot Detection System, as requested by the Columbia Police Department on January 27, 2022. Award to ShotSpotter, Inc., as a Sole Source in the amount of \$574,735.00. The vendor is located in Neward, CA.

REQUISITION NO.: R214866

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance & Service Contracts (1012402-638200). The original budget amount is \$574,735.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

The Columbia Police Department asked ShotSpotter® for a Prorated Renewal in the amount of \$84,948.00 (for the period of April 18, 2022 - June 30, 2022) and to extend our original 3-year contract (that ran from April 2019 - April 2022) to June 30, 2023 in the amount of \$489,787.00.

The following condition applies:

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. 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.

ATTACHMENTS:

- **#a:** Shotspotter Sole Source Agreement (PDF)

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

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

1. Scope and Schedule of Purchase. The Seller will provide the goods and services described in Exhibit B, attached hereto. The description of goods and services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.
2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2022. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.
3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.
4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.
5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.
6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Eighty-Four Thousand, Nine Hundred Forty-Eight, dollars and 00/100, (\$84,948.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Legal Department City of Columbia, SC

3.22.2022

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness

Title: City Manager

Date: _____

SHOTSPOTTER INC

By: _____

By: _____

Witness

Title: _____

Date: _____

Exhibit A

Requisition # R214866JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Police Department Division,
(1)
Shotspotter - RENEWAL - prorated to end of FY
(2)

as a sole source procurement from Shotspotter
(3)
based upon the following justifications There is currently only one wide-area gunshot detection and location system available
(4)
commercially for law enforcement and it is exclusively offered by Shotspotter. Shotspotter is the exclusive provider of Shotspotter respond, the cloud-based, subscription managed service offering which includes warranty, repair, maintenance, and support services on all of its systems.

This sole source is valid through June 30, 2022 Amount \$ 84,948

Police Department [Signature] Signature of Department Head 2-17-22 Date

[Signature] Signature of Purchasing Agent 2/28/2022 Date

[Signature] Signature of Finance Director 3/11/2022 Date

Signature of Asst. City Manager Date

Signature of City Manager Date

SIGN HERE



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

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

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

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



Sole Source Justification

To whom it may concern:

Please accept this letter as information that ShotSpotter, Inc. is the worldwide sole source vendor of ShotSpotter Respond™ (formerly Flex), a wide-area Gunshot Detection, Location, and Forensic Analysis Service. This wide-area service uses acoustic sensing technology protected by 34 unique and current patents to identify, discriminate, record, and locate gunshots, then send an alert to law enforcement within seconds of the shots being fired. The sensing is accomplished via multiple networked acoustic sensors deployed over a wide area that communicate registered gunshot activity back to a central server.

There is currently only one wide-area gunshot detection and location system available commercially for law enforcement and it is exclusively offered by ShotSpotter, Inc. ShotSpotter is the exclusive provider of ShotSpotter Respond, the cloud-based, subscription managed service offering which includes warranty, repair, maintenance, and support services on all of its systems.

We have been informed that your agency has determined that for such a solution to be beneficial it must have the capabilities listed in this document. ShotSpotter is the only vendor in the world able to deliver these capabilities. Many of these capabilities and techniques are the exclusive intellectual property of ShotSpotter, Inc.; are patented; and can only be provided by ShotSpotter and licensed to end users.

- Detect a gunshot in a public place and provide the location of the event (address) and geographical coordinates of the event back to your agency through a qualified reviewed alert and plot the event on a map.
- Provide a short audio snippet of the event for immediate playback.
- Provide the ability to record the event and save all corresponding information in a hosted Microsoft SQL database so it can be forensically examined at a later date. All incident data, including audio snippets, are stored on a secure, hosted server for the duration of the subscription, however long that may be.
- The system and the associated 24/7/365 incident review service must be able to distinguish between a gunshot and other similar sounds (fireworks, car backfiring, etc.) and classify these events for a web-based display.
- Acoustic sensors must be certified to withstand harsh wind and other demanding climate conditions thus reducing need for constant maintenance.
- The system must have a proven track record of performance in a deployment area of equal to or greater than 2 square miles.
- System must be able to timestamp individual gunshots to 100th of a second utilizing a GPS clock.
- System must have the ability to recreate crime scene (provide location(s) of where individual shots occurred, the time stamping of when each individual shot was fired within 100th of a second, and the audio snippet and acoustic waveform signature of the shot(s)).
- The systems data output, including detailed forensic reports, must be court certifiable with current case law supporting its use as forensic evidence.
- Ability to network acoustic sensors together in a Wide Area Network utilizing public wireless/cellular carriers.
- The system must have a documented proven track record of helping to reduce gun-related crimes, assisting in arrests, assisting in the confiscation of weapons, used as evidence in court and assisting in the prosecution and conviction of criminals, in the areas where the system is deployed.
- Interface with networked video surveillance cameras for automated control when an event is detected.



Sole Source Justification

Wide-Area Acoustic Surveillance

ShotSpotter Respond uses nondescript acoustic sensors deployed over wide areas (e.g., from one to many square miles). Acoustic analytics classify incoming potential incidents as either gunfire, or other loud sounds not classified as gunfire. The result is gunfire alerts that include a pinpoint location that reveal incident severity and situational intelligence. Through its patented technology¹ and methods only ShotSpotter can deploy systems requiring a relatively small number of acoustic sensors to achieve a blanket of coverage over wide areas; fewer sensors result in lower procurement and operating costs.

Situational Intelligence and Forensic Data

The ShotSpotter Respond service includes the web-based ShotSpotter Dispatch™, ShotSpotter Respond™, and ShotSpotter Insight™ applications which run on any standard browser-based platform. ShotSpotter Respond is also available as a smartphone application which runs on Android and iOS platforms. Incidents are shown as dots on an aerial map image along with the corresponding street address. Maps can also be viewed in street and oblique aerial views. Audio snippets are available to field-based commanders as well as responders. The audio snippet provides invaluable situational intelligence while en route to a scene, stationary in a command van, moving in patrol vehicles, or airborne in helicopters.

The ShotSpotter solution captures and stores a precise timestamp plus GPS coordinate for each detected incident and each round of a multi-round gunfire incident. This level of detail has successfully been used in investigations and courtrooms to exonerate contentious officer-involved shootings, corroborate testimony, refute false testimony, and prove the presence of multiple shooters in the absence of physical evidence and/or eyewitnesses.

The ShotSpotter service offers the following unique forensic and intelligence data that enhance situational awareness, investigations, and prosecutions:

- Audio snippets of each incident from multiple sources that can be embedded into a portable document format (PDF) for sharing with agents, prosecutors, and presentation in court
- Ability to know if the incident involved a single round or multiple rounds of gunfire
- Ability to determine if the incident involved one or multiple shooters
- Ability to infer type(s) of firearm(s) involved in gunfire incidents

Data for Investigative Follow-up, Crime Analysis, CompStat

Only ShotSpotter offers persistent storage of detailed incident information plus reports and analytics to support CompStat and violence suppression operations. ShotSpotter logs every detected incident and associated data in a database for secure and persistent storage. This data can be mined and analyzed to reveal patterns and trends to successfully drive intelligence-based tactical and strategic operations. Standard reports and an industry standard Structured Query Language (SQL) database feed ongoing intelligence with a comprehensive awareness of what is transpiring within specific areas. This data allows agencies to proactively and effectively apply resources when and where they're most needed; justify specific increases in assets and resources; and save costs. Securely stored incident data is invaluable for forensic purposes to support investigative efforts and fortify prosecution cases, especially when complemented with ShotSpotter acoustic and gunfire specialists providing expert testimony. ShotSpotter is the only company which can aggregate gunfire data from over 100 U.S. cities to develop a national gunfire index to identify national trends of gunfire behavior.

¹ The most current list of patents is available online at: <http://www.shotspotter.com/patents>



Sole Source Justification

Open API for Interfacing with Complementary Systems and Technologies

Only ShotSpotter includes a simple and open data networking API for interfacing with video surveillance systems, Common Operating Picture systems, and Computer Aided Dispatch (CAD).

Unique Level of Experience and Customer Support

The ShotSpotter gunshot detection, location, and forensic analysis service is the only system of its type to be successfully deployed since 1995 to leading law enforcement agencies across the US, as well as other federal agencies. Many customers have directly attributed the following results to the use of ShotSpotter:

- Significant reduction of gun related crimes
- Significant reduction of overall and random gunfire
- Increased number of arrests and gun confiscations
- Conviction of criminals with data available from ShotSpotter

Conclusion

No vendor, other than ShotSpotter, possesses the comprehensive, field-proven, and patent-protected product offering, as well as the professional services and support, domain knowledge, expertise, longevity, and customer references. Only ShotSpotter can provide a true wide-area gunshot detection, location, and forensic analysis solution, as well as future expansions and ongoing maintenance and support. We have achieved sole source status in every state we operate in.

Based on all of the above factors, the overwhelming majority of our customers have been able to proceed with confidence in sole sourcing our wide-area gunshot location solution and support services.

We are honored to support your efforts to combat gun related crimes and appreciate the opportunity to serve you. If we can answer any questions or provide additional support information, please let us know.

Sincerely,

Ralph Clark
President / CEO
ShotSpotter, Inc.
Phone: 510-794-3158
rclark@shotspotter.com

Exhibit B



39350 Civic Center Drive, Suite 300
Fremont, CA 94538
Phone (888) 274-6877 Fax (650) 887-2106

DATE 10/27/2021
Quotation # COLUMBSC102721A
Customer ID Columbia PD

Quotation For:
Inspector James Modzelewski
Columbia Police Department
Criminal Investigations Bureau
1 Justice Square
Columbia, SC 29201

Quotation valid until: 4/17/2022
Prepared by: K Isotalo

Comments or Special Instructions: Renewal of Annual Subscription Services for April 18, 2022 through June 30, 2022 for the Phase I 6 mi² coverage area and the Notifications API subscription or April 18, 2022 through June 30, 2022 (prorated per customer request). The proposed services will be delivered according to the terms and conditions contained in the ShotSpotter Flex (now known as Respond) Services Agreement dated September 10, 2018, which is incorporated herein by reference.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	
Jacobs			Electronic	Net 30	
QUANTITY (mi²)	DESCRIPTION		ANNUAL RATE (per mi²)	TAXABLE?	PRORATED AMOUNT
6	ShotSpotter Annual Subscription Services for 4/18/22 through 6/30/22.		\$68,250		\$83,022
QUANTITY	DESCRIPTION		ANNUAL RATE	TAXABLE?	PRORATED AMOUNT
1	ShotSpotter Annual Subscription for Notifications API for 4/18/22 through 6/30/22.		\$9,500		\$1,926
				SUBTOTAL	\$84,948
				TAX RATE	
				SALES TAX	-
				OTHER	-
				TOTAL	\$84,948

Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quotation # above. ShotSpotter will issue an invoice once we receive the PO.

If you have any questions concerning this quotation, please contact
Karen Isotalo - Vice President, Sales Operations at 510-298-8668 or kisotalo@shotspotter.com

THANK YOU FOR YOUR BUSINESS!



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase a 2022 Wheel Loader with Coupler and Tink Claw Bucket for the Solid Waste Division, as requested by the Fleet Services Division on December 29, 2021. Award to Blanchard Machinery Company, using the SC State Contract in the amount of \$157,158.00. The vendor is located in West Columbia, SC.

REQUISITION NO.: R214547

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$157,158.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Blanchard Machinery Contract for Goods and Services (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR GOODS OR SERVICES PURCHASE

This Contract is being awarded under State Contract #4400018718.

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 Blanchard Machinery with legal address and principal place of business at 3151 Charleston Highway, West Columbia, SC 29172 (hereinafter referred to as the “Vendor”), for the purchase of a Caterpillar 914 14A Wheel Loader with JRB Coupler and Tink Claw Bucket Model 520.

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

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

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

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

A. The compensation to be paid by the City to the Vendor under this Agreement, in the amount of One Hundred Fifty-Seven Thousand, One Hundred Fifty-Eight Dollars and Zero Cents, (\$157,158.00).

B. The Vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices

stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACT #400018718.**

Vendor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish the goods or services as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (Caterpillar 914 14A Wheel Loader with JRB Coupler and Tink Claw Bucket Model 520 Specifications).

6. **MISCELLANEOUS**

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

The Vendor shall furnish and its SubVendors shall furnish all information and reports required hereunder.

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

City of Columbia and Blanchard Machinery

of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Vendor 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 Vendor.

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

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

- G. The failure of either the Vendor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Vendor acknowledges, for itself and its SubVendor, 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 Vendor 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 Vendor 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 Vendor operations, including, but not limited to the Vendor 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 Vendor 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 Vendor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Vendor under this Agreement are matters of public record, but that the Vendor agrees that they shall only be made available to any individual or organization by the City and the Vendor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Blanchard Machinery

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
3.9.2022

BLANCHARD MACHINERY

Brian K. Smith
Print

Brian K Smith
Signature

Date: 3-10-22

List of Exhibits

Exhibit A – Quote and Specification



Quotation

DATE 12/17/2021

3151 Charleston Hwy
West Columbia SC 29172
Phone (803) 518-0113 bsmith@blanchardmachinery.com

Quotation For:
City of Columbia
Mr. David Foster
PO Box 147
Columbia SC 29217

Prepared by: Brian Smith

Reference Number	Description	Amount
538-6988	914 14A WHEEL LOADER	\$134,700.00
542-9197	CAB, DELUXE, SINGLE BRAKE	\$7,930.00
538-7160	POWERTRAIN, HI RIMPULL, 24MPH	\$4,485.00
538-7130	HEATER AND AIR CONDITIONER	\$4,365.00
541-2851	RIDE CONTROL	\$3,450.00
385-5822	TIRES, 17.5 R25, MX, L2 XTLA	\$2,930.00
538-7201	HYDRAULICS, 3V/1L, STD LIFT	\$2,270.00
504-4835	CAMERA, REAR VIEW	\$1,605.00
538-7127	STEERING, SECONDARY	\$1,300.00
450-5405	HYDRAULIC OIL, STANDARD	\$1,185.00
546-1819	LIGHTS, ROADING, RH DIP, LED	\$1,120.00
561-3288	LIGHTS, STD, LED	\$855.00
539-7204	SEAT, DELUXE	\$810.00
469-5853	FENDERS, FULL COVER	\$655.00
541-4413	RADIO, AM/FM, BT/USB/AUX/MIC	\$575.00
549-5001	COUPLER READY, STD LIFT	\$515.00
543-4225	ALARM, BACK-UP	\$206.00
542-9319	PRODUCT LINK, CELLULAR, PL243	\$0.00
538-7152	COUNTERWEIGHT, 1973 LBS	\$0.00
0G-3273	RUST PREVENTATIVE APPLICATOR	\$116.00
0G-3117	RORO W/RIMS W/TIRES.	\$332.00
	Total Caterpillar List Price	\$169,404.00
	State Contract 4400018718 discount from list (25%)	\$ (42,351.00)
	JRB Coupler	\$ 6,870.00
	Tink Claw model C520	\$ 13,305.00
	60 MONTH / 7,500 HOUR PREMIER FULL MACHINE WARRANTY	\$ 9,430.00
	SC STATE CONTRACT 4400018718 PRICE	
	SC Sales Tax	\$ 500.00
TOTAL PRICE		\$157,158.00

Thank you for the opportunity to earn your business

*Standard Warranty
2 years Unlimited Hours*



PROCUREMENT SERVICES

Contract 4400018718

[Back to Initial Screen](#)

Validity Start 06/01/2018

Validity End 05/31/2023

Target Value \$ 5,425,000.00

Bid Invitation [5400015056](#)

Contract Notes

Vendor 7000052564

Vendor Address BLANCHARD MACHINERY COMPANY
PO Box 7517
COLUMBIA SC 29202

District

E-mail bsmith@blanchardmachinery.com

Telephone (803) 791-7100

Fax Number

Minority Status Not Applicable

Home Page <http://www.blanchardmachinery.com/>

Other URL

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
JOHNSON, DALYS	CONTROLLER	(803) 791-7100 ext 4189	dyjohnson@blanchardmachinery.com
SMITH, BRIAN	Primary Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SMITH, BRIAN	Emergency Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SPISAK, AMY	TAX/AUDIT MANAGER	(803) 791-7100 ext 4117	amyspisak@blanchardmachinery.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	05/22/2018 08:37:26 AM

Contract Items

One Item found.

Item Pricing

00003 LOT 4 - CATERPILLAR

Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)

Agency: Statewide

[Back to Initial Screen](#)

We respectfully request Council's approval for this purchase using the State Contract # 4400018718 Vendor, Blanchard Machinery at the following cost.

Wheel Loader with JRB Coupler and Tink Claw Bucket Model 520	
Caterpillar List Price	\$ 169,404.00
SC Contract discount	\$ (42,351.00)
JRB Coupler	\$ 6,870.00
Tink Claw Model C520	\$ 13,305.00
Warranty	\$ 9,430.00
SC IMF Fee	\$ 500.00
PO Total	\$ 157,158.00

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



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #5 for Project SS7462; Investigation of the Crockett Road, Atlas Road, and Versch Lock Lift Stations, as requested by Columbia Water on January 26, 2022. Award to Constantine Engineering, Inc. in the amount of \$79,320.00. The firm is located in Columbia, SC.

REQUISITION NO.: R193673

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects, Crockett, Atlas, Versch Lift Stations (5529999-SS746201-658650). The original budget amount is \$62,500.00. The budget amount for amendments 1-4 is \$289,454.00. The budget amount for this amendment is \$79,320.00. The total revised budget amount is \$431,274.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Constantine Engineering, Inc. is the mentor and will provide final design and construction services at 8.64% (\$6,856.00) of the amendment amount. Rohadfox Construction Control Services, a Minority Business Enterprise of Columbia, SC, is the protégé and will assist with the permitting portion of this amendment at 20.00% (\$15,864.00) of the amendment amount.

The following subcontractors will provide additional services:

Steadman and Associates of Columbia, SC will provide surveying and preparation of easement plats at 7.38% (\$5,850.00) of the amendment amount.

Terracon Consultants of Greenville, SC will provide wetland delineation and permitting for the new location of gravity sewer at 11.03% (\$8,750.00) of the amendment amount.

KCI Engineering of Cayce, SC will provide assistance with no-rise certification at 52.95% (\$42,000.00) of the amendment amount.

Contract amendment #5 is requested to add funding for additional engineering services through final design regarding the relocation of gravity sewer at the request of Richland County, including additional survey and easements, as well as wetland delineation and additional permitting. This amendment also extends the Agreement from October 7, 2022 to December 31, 2023.

ATTACHMENTS:

- **#a:** CA#5 SS7462 Constantine Eng. - Crockett, Atlas, & Versch Lock LS (PDF)
- **#b:** Signed PO Mod with OBO - Constantine Eng. Contract Amendment 5 (PDF)
- **#c:** Executed Agreement SS7462 Constantine Eng. (PDF)

Contract Amendment #5

SS7462 Investigation of Crockett Road, Atlas Road, and Versch Lock Lift Stations

RFQ011-16-17-NMJ

Constantine Engineering, Inc.

March 7, 2022

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Constantine Engineering, Inc. (Engineer) executed November 13, 2018 (Agreement) to increase funding for additional engineering services through final design regarding the relocation of gravity sewer at the request of Richland County, including additional survey and easements, as well as wetland delineation and additional permitting. This amendment also extends the Agreement from October 7, 2022, to December 31, 2023.

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 November 16, 2018 – April 15, 2019; Purchase Order# P174989):	\$62,500.00
Amendment #1 (No Cost Time Extension from April 16, 2019 – October 16, 2019; Purchase Order# P174989):	\$00.00
Contract Amendment #2 (No Cost Time Extension from October 17, 2019 – December 31, 2019; Purchase Order# P174989):	\$00.00
Contract Amendment #3 (No Cost Time Extension from January 1, 2020 – December 31, 2020; Purchase Order# P174989):	\$00.00
Contract Amendment #4 (Cost Increase; Time Extension from January 1, 2021 – October 7, 2022; Purchase Order# P174989):	\$289,454.00
Current Contract Amount:	\$351,954.00
This Contract Amendment #5 (Cost Increase; Time Extension from October 8, 2022 to December 31, 2023; Purchase Order# P190489):	\$79,320.00
Revised Contract Amount:	\$431,274.00

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

Constantine Engineering, Inc.

City of Columbia

Office of the City Manager

MICHAEL BECKMAN

Print Name

Michael Beck

Signature

3-10-22

Date

Teresa Wilson, City Manager
APPROVED AS TO FORM

Legal Department City of Columbia, SC

3.9.2022

Signature

Date

Witness

COST CHANGE AMENDMENT DETAILS

**PROJECT NAME: Rehabilitation of Crockett Road and Atlas Road Lift Stations and
Replacement of Versch Lock Lift Station with Gravity Sewer
CIP NUMBER: SS7462**

**Contract Amendment #5
Rehabilitation of Crockett Road and Atlas Road Lift Stations and Replacement of
Versch Lock Lift Station with Gravity Sewer
CIP NUMBER: SS7462**

I. SCOPE ADDITION

The following changes are required to perform the relocation of the proposed gravity sewer at the Versch Lock Lift Station.

Task 310 – Wetlands Survey

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 for the relocated 10" gravity line.

Task 320 – Field Survey

For proposed gravity sewer pipes, the Consultant's surveyor will complete field surveying along a 50-foot wide corridor (25 feet each side of centerline) of the proposed pipeline alignment for the relocated 10" gravity line.

Task 330 – Property Research and Easement Exhibits

In consultation with the CITY, the Consultant shall assist the CITY with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing two easement exhibits for the relocated 10" gravity line.

Task 530 – Project Plans and Specifications

Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation

contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project for the relocated 10" gravity line.

Task 620 - Permits

The Consultant will prepare a Pre-Construction Notification for a NW12 Permit for proposed impacts to waters of the U.S. Included in this application will be two typical stream crossing details, one for temporary impacts, and one for a permanent impact for the relocated 10" gravity line.

Consultant to prepare a No-Rise Certification for the portion of the new Versch Lock Gravity Sewer that encroaches into the FEMA regulated flood plain of Reeder Point Branch. This No-Rise Certification is required by the Richland County Floodplain Manager to satisfy the regulatory standards imposed by FEMA. The No-Rise Certification involves the hydraulic analysis of construction in the floodway that may affect the base flood elevation (BFE). Typically, this analysis requires the Engineer to duplicate the current effective model of the stream, make corrections to the model as needed, update the effective model to include any encroachments that may not have been incorporated into the current effective model, and finally, model the proposed construction in the floodway. FEMA mandates that the No-Rise Certification must demonstrate that the proposed construction will not cause a rise in the BFE.

If a No-Rise is possible, Constantine Engineering will provide engineering services to prepare the No-Rise Certification. These services will include the hydraulic analysis of the stream crossings within the FEMA regulated floodway and the preparation of the No-Rise Certification in accordance with Richland County and FEMA regulations.

Scope of Services

Consultant will utilize KCI Technologies, Inc. as a subconsultant for the following scope of services:

1. Develop a one-dimensional steady-state HEC-RAS model for aerial sewer crossing on Reeder Point Branch. Existing (corrected effective) and proposed (revised) conditions model will be built on the effective model for Reeder Point Branch provided by Richland County. The County Floodplain Coordinator confirmed the effective model is available and was previously provided to Constantine in HEC-RAS format.
2. LiDAR/hydraulic field survey data will be utilized to support the modeling/WSEL mitigation design. If additional survey at any point is deemed to be required, we will consider this as additional work to the scope.

3. Perform a hydraulic site visit to collect information necessary to support the flood study and no-rise assessment.
4. Prepare Hydrology and Hydraulic (H&H) report and supporting documentation.
5. Prepare Flood Study documentation for submittal and approval by the County. The County Floodplain Manager typically does not submit No-Rise studies for FEMA review.
 - a. Assumes "No-Rise/No-Impact" condition for results of flood study.
 - b. Coordinate with internal staff and client to determine required lateral limits and elevations for floodplain grading/excavation. Floodplain excavation will be assumed as the most practical alternative for mitigation of any increases in base flood elevation resulting from the aerial sewer crossing. Also provide the necessary grading/excavation information (in CADD format) to the City for plan-set development.
6. Coordinate with local Floodplain Manager and obtain Floodplain Development Permit.

Constantine Engineering shall not be responsible for any fees required by FEMA or Richland County.

Additional Work

If a No-Rise cannot be achieved, a Conditional Letter of Map Revisions/Letter of Map Revisions (CLOMR/LOMR) would be required and would be performed as "Additional Work." These are necessary if the County needs to send it back to FEMA for approval if we cannot obtain the No-Rise certification. The fee for the additional work is \$15,600.00 of the total Task 600 fee of \$52,800.00.

II. COMPENSATION

The following changes to the initial SS7462 contract are recommended to incorporate survey and permitting services by Constantine Engineering for this proposed amendment:

- Task 300: \$17,520
- Task 500: \$9,000
- Task 600: \$52,800

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

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$12,000	\$30,000	\$0	\$ 42,000 (Lump Sum)
Task 200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$45,500	\$0	\$0	\$45,500 (Lump Sum)
Task 300	Survey and Utility Mapping	\$5,000	\$23,900	\$17,520	\$46,420 (Lump Sum)
Task 400	Geotechnical Investigation	\$0	\$13,900	\$0	\$13,900 (Lump Sum)
Task 500	Final Design	\$0	\$59,000	\$9,000	\$68,000 (Lump Sum)
Task 600	Permits and Property	\$0	\$6,500	\$52,800	\$59,300 (Lump Sum)
Task 630	Permit Application Fees	\$0	\$1,675 (NTE)	\$0	\$1,675 (NTE)
Task 700	Bidding and Award	\$0	\$10,000	\$0	\$10,000 (Lump Sum)
Task 800	General Services During Construction	\$0	\$115,165	\$0	\$115,165 (Lump Sum)
Task 900	Full Time Construction Inspection	\$0	\$0	\$0	\$0 (Lump Sum)
Task 1000	Project Closeout	\$0	\$3,000	\$0	\$3,000 (Lump Sum)
Task 1100	Additional Services	\$0	\$26,314	\$0	\$26,314 (Lump Sum)
Total Fee		\$62,500	\$289.454	\$79,320	\$431,274

III. SCHEDULE

The current contract expiration from Contract Amendment No. 4 of October 7, 2022 needs to be extended as part of this Amendment. The new contract expiration date shall be December 31, 2023.

IV. SUBCONSULTANT FIRM INFORMATION

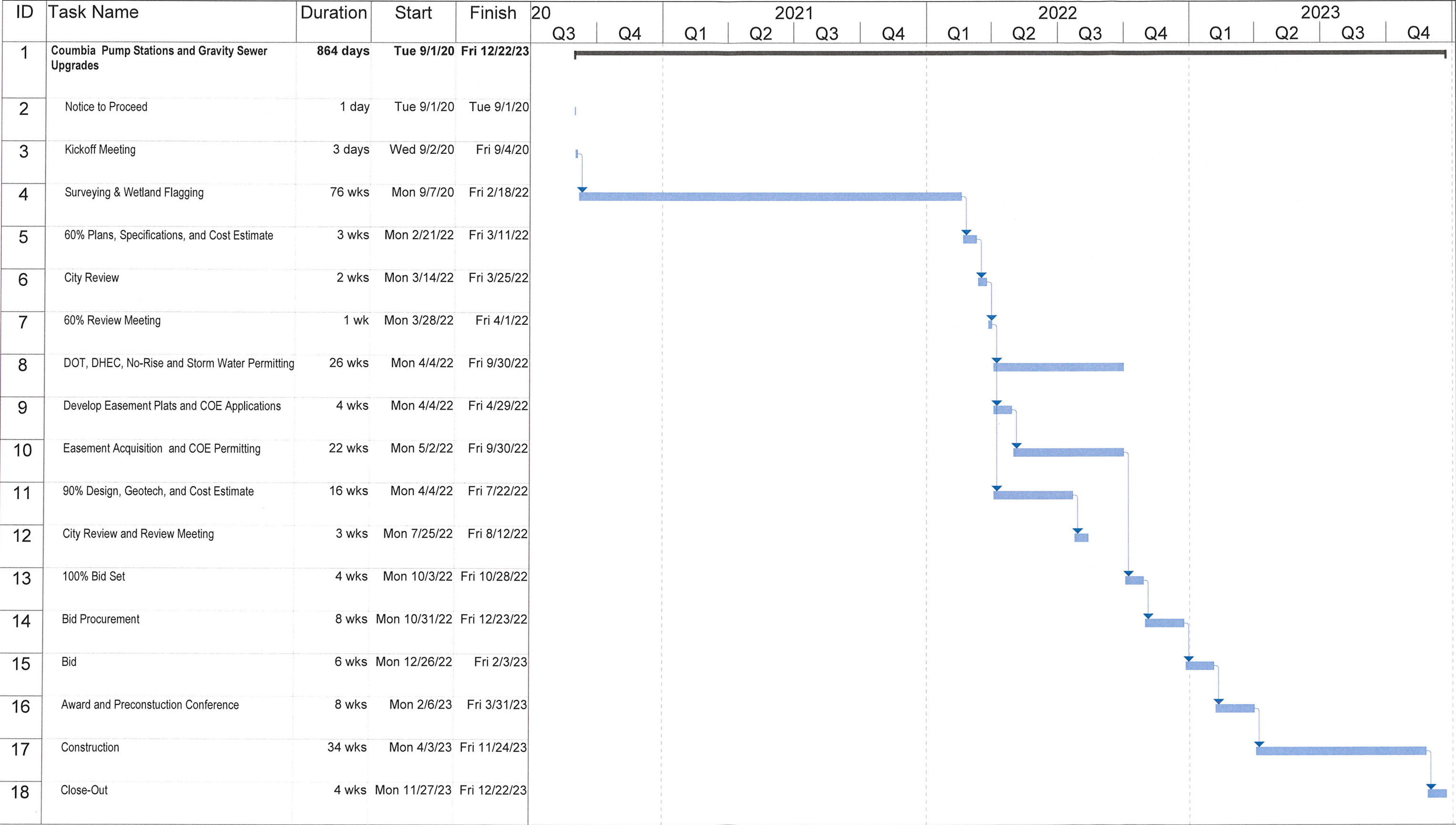
The original contract included Rohadfox Construction Control Services as a Protégé Firm, Steadman & Associates as a sub-consultant Firm, for a Protégé percentage of 20.0% and total combined Protégé/Sub-consultant fee of 25.3%. The updated Protégé and sub-consultant percentages and amounts are listed in the following table for the original contract and each contract amendment, as well as the updated total. This amendment will increase the Protégé participation from the original contract from \$12,500 to \$86,255.

Our subconsultants will perform the following:

- Rohadfox Construction Control Services will assist with the permitting portion of this amendment.
- Steadman & Associates will perform all surveying and preparation of easement plats for this amendment.
- Terracon will perform wetland delineation and permitting for the new location of the gravity sewer.
- KCI will assist with the No-Rise Certification.

	Total Contract Amount	Rohadfox Construction Control Services Amount (<i>Protégé</i>)	% of Contract Amount	Steadman & Associates Amount (<i>Sub-consultant</i>)	% of Contract Amount	Howard Engineering (Sub-consultant)	% of Contract Amount	Terracon (Sub-consultant)	% of Contract Amount	K&P Engineering (Sub-consultant)	% of Contract Amount	KCI Engineering (Sub-consultant)	% of Contract Amount
Original Contract	\$62,500.00	\$12,500.00	20.0%	\$3,300.00	5.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CA#1	\$0.00	\$0.00	0.0%	\$0.00	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CA#2	\$0.00	\$0.00	0.0%	\$0.00	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CA#3	\$0.00	\$0.00	0.0%	\$0.00	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CA #4	\$289,454	\$57,891	20%	\$9,500	3.28%	\$12,200	4.21%	\$13,900	4.80%	\$4,800	1.66%	N/A	N/A
CA #5	\$ 79,320	\$15,864	20%	\$5,850	7.38%	N/A	N/A	\$8,750	11.03%	N/A	N/A	\$42,000	52.95%
New Total Contract Amount	\$431,274	\$86,255	20%	\$18,650	4.32%	\$12,200	2.83%	\$22,650	5.25%	\$4,800	1.11%	\$42,000	9.74%

Rehabilitation of Crockett Road and Atlas Road Lift Stations and Replacement of Versch Lock Lift Station with Gravity Sewer (1/4/22)



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:	\$62,500	\$46,700	74.7%	\$12,500	20.0%	\$3,300	5.3%
CA# 1:	\$0	\$0	0%	\$0	0%	\$0	0%
CA# 2:	\$0	\$0	0%	\$0	0%	\$0	0%
CA# 3:	\$0	\$0	0%	\$0	0%	\$0	0%
CA# 4:	\$289,454	\$191,163	66.0%	\$57,891	20.0%	\$40,400	14.0%
This CA: (Increase)	\$79,320	\$6,856	8.6%	\$15,864	20.0%	\$56,600	71.4%
Revised Contract:	\$431,274	\$244,719	56.7%	\$86,255	20.0%	\$100,300	23.3%

MPP Project #/Name: SS7462 Rehab of Crockett Road, Atlas Road, Versch Lock Lift Stations **Change Order #:** 5

Change Order/Amendment Amount: \$79,320

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

The proposed contract amendment is necessary to perform additional engineering services through final design because the proposed gravity sewer from the Versch Lock Lift Station is being relocated at the request of Richland County. Therefore, the additional project scope requires additional funding.

Change Order/Amendment Type:

- ☒ **Time Extension – New End Date:** December 31, 2023 (Please sign & return form if no cost)
- ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

n/a

- ☒ **Funding Increase – Amount:** \$79,320 (Please continue on to questions 3 A & B below)
 - 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:** \$15,864
 - Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Assist with permitting services

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

n/a

4. Revised scope of work

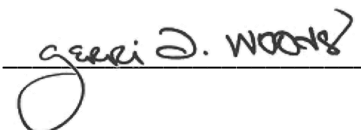
Survey and utility mapping; property research and easement exhibits; permitting (USACE Nationwide permitting, No-Rise certification)

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 Constantine Engineering, Inc. (Mentor Firm) this 25 day of January 2022.

By:  Title: Project Director
Michael A. Beckman, PE

Firm Name: Constantine Engineering, Inc.

EXECUTED by  (Protégé Firm) this 25 day of January 2022.

By: Gerri Woods Title: Executive Vice President
 Firm Name: Rohadfox Construction Control Services Corporation

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase and time extension contract amendment. The original project contract amount was \$62,500.00. The original amount received by the protégé was \$12,500.00 or 20% of the original contract amount. The revised total contract amount is \$ 431,274.00 which includes the current and any previous contract amendments for this project. The protégé will receive \$86,255.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
3 day of February, 2022.

By:  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.

Constantine Engineering, Inc.
Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations – SS7462



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Major/Minor Wastewater Collection Systems.

PURPOSE – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Constantine Engineering, Incorporated (hereinafter referred to as the Consultant"), to provide technical consulting support for the investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations, including evaluation of alternatives and preliminary engineering design serves for the City of Columbia, SC.

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

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

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

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3. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice to Proceed* for an initial term of one hundred-fifty (150) days, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

5. **COMPENSATION** – (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. Sixty-Two Thousand, Five Hundred Dollars and No/100 (\$62,500.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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C. Invoicing Procedure: See Exhibit C

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

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

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u> 0 </u> %
MBE	<u> 20 </u> %
WBE	<u> 0 </u> %
LSA	<u> 0 </u> %

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)
 Enter if Non-applicable – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20%.

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement.

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Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

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

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approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

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

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

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

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

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

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

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stated herein.

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

City of Columbia

Name: Department of Procurement & Contracts
Title: Contracts, Administrator
Address: 1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: (803) 545-3470
Email: procurement@columbiasc.gov

Constantine Engineering, Inc.

Name: John Peake
Address: 4400 St. Andrews Road, Ste. B
Columbia, SC 29210
Phone: (803) 462-5258
Email: jpeake@tcgeng.com

16. **CONSENT DECREE**

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

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by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

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

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- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

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

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any

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other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

I. This Agreement is subject to City Council approval.

J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of

Constantine Engineering, Inc.

Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations – SS7462

race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

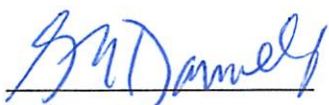
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé

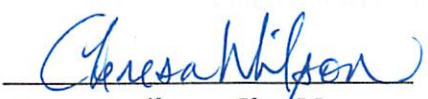
Constantine Engineering, Inc.
Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations – SS7462

Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA


Witness

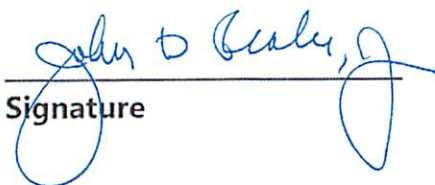

Teresa Wilson, City Manager

Date: 11/13/2018

CONSTANTINE ENGINEERING, INCORPORATED

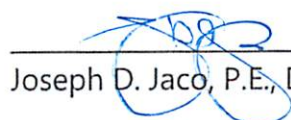
John D. Peake, Jr.
Vice President

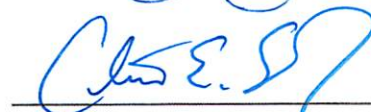
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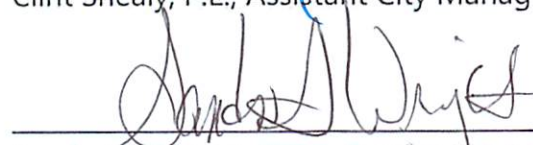

Signature

Date: October 24, 2018

Recommended by:


Joseph D. Jaco, P.E., Director of Utility Operations


Clint Shealy, P.E., Assistant City Manager for Columbia Water


Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

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APPROVED AS TO FORM

City of Columbia, SC

EXHIBITS FOR SS7462

Exhibit A – Scope of Services

Exhibit B- Compensation

Exhibit C- Schedule

Exhibit D – Subconsultant Form

Exhibit E- MPP Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G- Prompt Payment Affidavit

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
CIP # SS7462**

Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations, including evaluation of alternatives and preliminary engineering design services.

Work shall include review of all available data, including all equipment and components, operating conditions, aesthetics, existing capacity and potential future capacity needs based on the sewer area that can be served by this lift station. Based on this evaluation, a recommendation of rehabilitation/replacement or removal of the lift station shall be provided by the Consultant in an Preliminary Engineering Report (PER).

The general location of each project site is shown on the attached exhibits.

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

- Review of all Available Data
- Preparation and Evaluation of Alternatives
- Development of a Recommended Rehabilitation/Replacement or Removal Plan
- Preparation of a Preliminary Engineering Report (PER)

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Rohadfox Construction Control Services Corporation as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and progress meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 200.
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the CITY's invoicing procedures.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- Kickoff meeting.
- Monthly Progress meetings with CITY's Project Manager for duration of project.
- Draft and Final Rehabilitation/Replacement/Removal Preliminary Engineering Report (PER) review meetings – two (2) meetings total.

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 utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - Consultant will maintain a complete document file for 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 and not scanning and loading

multiple category documents in one file so they can easily be found by searching in categories and by document name.

- Consultant will adhere to and update monthly the schedule. Consultant will provide a detailed project schedule within one week of execution of the contract.
- Consultant will conduct coordination meetings as outlined in Task 120.

140 Public Outreach

- This service is not provided under this scope of services.

150 Mentor-Protégé Program

- Consultant and Rohadfox Construction Control Services Corporation will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:
- Rohadfox Construction Control Services Corporation will assist Consultant with preparation of the PER.
- Consultant will continue the existing Mentor-Protégé Agreement with Rohadfox Construction Control Services Corporation.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for (3) meetings
- Minutes, with City review comments, from the two milestone review meetings

- January, April, July, October Quarterly Mentor-Protégé Program Reports

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact the proposed alternatives.
- Consultant shall examine existing utility mapping in each project area to evaluate the feasibility of conveying flows via gravity sewer and the abandonment of the corresponding lift station
- Consultant will conduct evaluation of the tributary area currently being served by each lift station, as well as any areas that may be served by the lift station in the future for build-out of the respective sub-basin.
 - Evaluation will be limited to the immediate sub-basin. Areas outside of the immediate sub-basin are not included in this scope of service for future planning unless specifically identified in this scope of service.
 - Any existing lift stations pumping into the sub-basin for repumping will be considered in the evaluation as existing flows.
- Consultant will determine existing and potential future flows. Future flows to be based on service areas determined in previous item above.
 - The methodology for determining future flows shall be based on Metcalf & Eddy "Wastewater Engineering Treatment and Reuse", Fourth Edition. Methodology, potential land development, and any other assumptions and findings shall be reviewed with the City before completion of this task.
 - Existing flows to each lift station to be determined by utilizing available pump run times and customer counts, along with existing customer data that

the CITY will provide to the Consultant (water consumption if actual wastewater flow data is not available).

- Consultant shall evaluate existing site and equipment for adequate size, condition, O&M history, accessibility, flood protection and compliance with current codes and standards. This should include review of the CITY's standards for lift stations which includes site layout, size of site and equipment, flood evaluations, controls and communications, electrical, equipment type and requirements such as SCADA and valves, required appurtenances such as water, and other preferred standards such as a common manhole before entering the wet well.
- Consultant shall evaluate the size of wet well and certain equipment and components and their ability to meet future capacity needs. Once future flow projections are determined, the Consultant is to discuss with CITY which equipment and components may need to be modified to handle future conditions (such as generators, etc).
- Existing property size shall also be evaluated and compared to the CITY standard. Analysis shall explore reasonable alternatives of rehabilitation and may include alternates up to construction of new facilities. Analysis shall take into account capital costs and O&M costs. The CITY is to provide any available existing information for each lift station site. Examples include: original design details, pump curves, flow data and lift station logs.
- Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will also be conducted on the identified routing alternatives for each project site. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.
- Consultant will meet with CITY maintenance staff to identify any specific ongoing problems at the pump station sites.

220 Alternative Analysis/Rehabilitation Plan

- Upon completion of Task 210, Consultant will proceed with alternatives analysis for the identified alternatives for each project site.

- Consultant will use utility mapping, county property maps, survey results and data collection to determine possible new site location versus existing site rehabilitation.

230 Preliminary Agency Coordination and Meetings

- This service is not provided under this scope of services.

240 Preliminary Utility Coordination and Meetings

- This service is not provided under this scope of services.

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property and easement requirements, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will perform the alternative analysis of the new/rehabilitated lift station and/or new gravity sewer pipelines taking into consideration SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare an opinion of probable construction cost for all alternatives considered and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will conduct a draft PER/50% complete progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
 - Consultant will convene a final PER/alternatives analysis meeting with the CITY to present the results of the analysis and solicit feedback on the recommended solutions for each project site.

280 Preliminary Alternative Analysis and Engineering Report

- Consultant is to prepare a single draft PER for all lift station sites and submit to the CITY for review and approval before proceeding to Task 300.
 - The report shall provide a detailed account of each site and a summary of the evaluation above based on existing and future flow conditions and make any recommendations for decommissioning/rehabilitation/replacement.
 - Recommendations to be consistent with potential CMOM regulations to improve reliability, reduce SSOs, increase safety, and reduce maintenance costs at each lift station.
 - The report shall contain: relevant environmental features, existing structure demolition/abandonment, bypass pumping plan, location of critical manhole and a plan to keep the lift stations operational during construction, as needed.
 - The report shall include preliminary cost estimates for all alternatives and for the recommended work that will be required at each lift station and a detailed schedule for the recommended work.
- A Technical Review Committee (TRC) meeting will be conducted at the Draft PER/fifty (50%) percent completion of this Task by the Consultant. The meeting should include technical staff experienced with lift station rehabilitation/replacement and gravity pipeline work but who are not involved with everyday project execution. The staff should “brainstorm” and review all collected data and assumptions along with all proposed recommendations and make suggestions on possible improvements. The Consultant shall document minutes of this TRC meeting and make available to the City upon request.
- Upon approval by the CITY, Consultant will finalize the report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final recommendations and preliminary opinion of probable project cost.

290 Task 200 Deliverables

- Agenda and Minutes from the 2 progress review meetings
- Draft and Final Preliminary Engineering Report

TASK 300 – Survey and Utility Mapping

- Consultant subcontractor, Steadman & Associates, will perform two (2) days of surveying to verify gravity sewer inverts to determine if the lift stations can be eliminated.

TASK 400 – Geotechnical Investigation

- This service is not provided under this scope of services.

TASK 500 – Final Design

- This service is not provided under this scope of services.

TASK 600 – Permits and Property

- This service is not provided under this scope of services.

TASK 700 – Bidding and Award

- This service is not provided under this scope of services.

TASK 800 – Engineering Services During Construction

- This service is not provided under this scope of services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this scope of services.

TASK 1000 – Project Closeout

- This service is not provided under this scope of services.

TASK 1100 – Additional Services

1110 General Task

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

- Flood Study or Flood Impact Analysis.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to all lift stations, sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the CITY's sewer system and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested.

EXHIBIT B

COMPENSATION

**City of Columbia
CIP # SS7462**

Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations

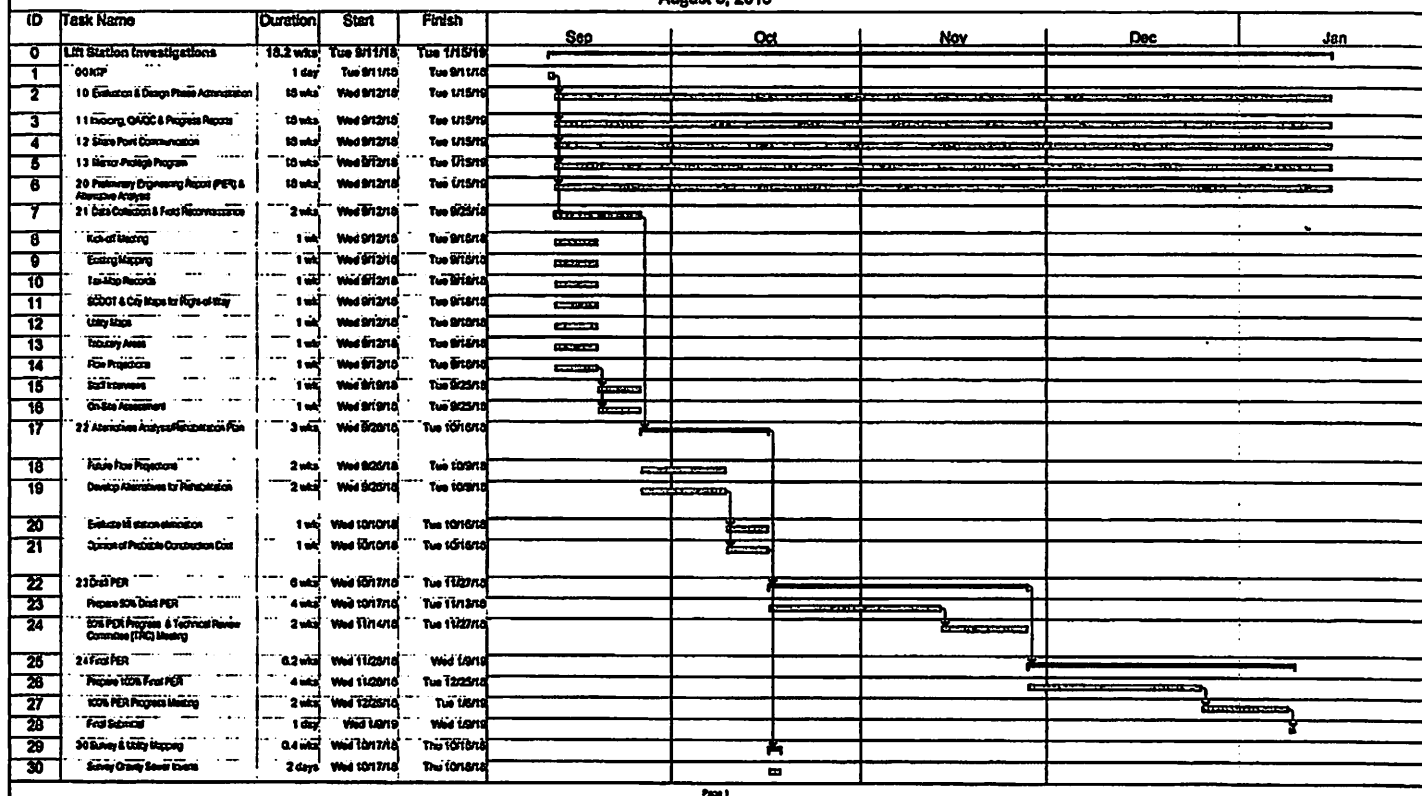
Compensation for services provided under Tasks 100 through 300 as outlined in Exhibit A, Scope of Services, is estimated to be a total of **\$62,500.00**. This includes \$62,500.00 of lump sum tasks, as well as \$0.00 of hourly tasks. Lump Sum and Hourly tasks are clearly labeled in the chart below.

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

Task	Description	Hours	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS		\$12,000.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$12,500.00	\$45,500.00
300	Survey and Utility Mapping	LS	\$ 3,300.00	\$ 5,000.00
	Total of Contract		\$ 15,800.00	\$62,500.00
	% of Contract to Subconsultants		25%	
	% of Contract to Protégé		20%	

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

Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations
City of Columbia
CIP #SS7462
August 3, 2018



Page 1

Exhibit D

City of Columbia
CIP # SS7462
Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Rohadfox Construction Control Services	Sharon Rohadfox (404) 880-9888	MBE (Protege)	Assist in preparing PER	\$12,500.00
Steadman & Associates	LaVerne Steadman (803) 515-1311	NON-MBE/WBE/SBE	Surveying	\$ 3,300.00
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: July 19, 2018

Project Number: CIP #SS7462

Mentor: Constantine Engineering, Inc.

Project Name: Crockett Rd/Atlas/Versch

Protégé: Rohadfox Construction Control Services

Duration of the Project: 150 days

Project Contract Amount: \$62,500

Protégé Amount: \$12,500

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.

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

Rohadfox will be subcontractor to Constantine. Rohadfox will be given tasks to complete in the PER under the direction of Constantine's Project Manager.

- 2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.**

Our goal on this project is to provide the City of Columbia a first-class PER. Constantine and Rohadfox are committed to meet this goal.

- 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 team that would indicate success is being achieved.**

A project schedule will be produced for the PER. Rohadfox and Constantine will meet at 30%, 60% and 90% completion of the project.



CITY OF COLUMBIA

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

Mentor: Constantine Engineering: Project Manager, Project Engineer, EIT Engineer
Insurance will be provided.

Protégé: Rohadfox Construction Control Services: Project Engineer. Insurance will be provided.

Subcontractors: Steadman & Associates will provide surveying crew.

Special Arrangements: Engineering agreements will be prepared for all team members.

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities: Constantine will provide overall management for the project.

b. Description of Protégé's responsibilities on project: Rohadfox will provide Project Engineer to complete tasks assigned by Constantine's Project Manager.

c. Description of responsibilities that will be completed as a team: Both Constantine and Rohadfox will work together to complete the scope of services for 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?

Five months to complete the first phase. The Protégé will be utilized in the first phase.



We Are Columbia

CITY OF COLUMBIA

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

The first phase of the project is only five months. We will be working with Rohadfox each month to meet the program requirements.

8. What are the team's specific, quantitative goals and milestones for the current project?

The goal of the project is to provide the City of Columbia with a first-class PER completed within 150 days.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

We will have meetings at 30%, 60% and 90% completion.

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

Protégé will be provided a monthly payment schedule for work completed.



CITY OF COLUMBIA

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Steadman & Assoc	8035131311	3101 Carlisle Street Columbia, SC 29205	Mike Beckman	\$3,300	N/A	5.0%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$12,500

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

Per Constantine, they (Mentor) will retain \$46,700 of the total contract amount.

AD



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Constantine Eng (Mentor Firm) this 19 day of July, 2018.
Corporate SEAL

By: [Signature]
Title: Vice President



ATTEST:
By: [Signature]
Title: Executive Assistant

EXECUTED by Rohadfox Const (Protégé Firm) this 19 day of July, 2018.
Corporate SEAL

By: [Signature]
Title: Director, Water Resources

ATTEST:
By: [Signature]
Title: Director, Human Resources

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 26th day of September, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

Constantine Engineering, Inc.
Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations - SS7462
Exhibit F
Page 1 of 2

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

Constantine Engineering, Inc.
Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations - SS7462
Exhibit F
Page 2 of 2

- 15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.**

Constantine Engineering, Inc.
Investigation of Crockett Road, Atlas Road and Versch Lock Lift Stations - SS7462
Exhibit G
Page 1 of 1

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ___ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ___ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ___ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ___ There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Professional Services Agreement for Project SD8434; Rocky Branch Restoration at Maxcy Gregg Park, as requested by Columbia Water on February 16, 2022. Award to Wood Environment & Infrastructure Solutions, Inc. in an amount not to exceed \$265,948.00. The firm is located in West Columbia, SC.

REQUISITION NO.: R215120

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Improvement Capital Project Control - Rocky Branch Stream Restoration - Capital Project (5549999-SD843401-658650). The original budget amount is \$265,948.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Wood Environment & Infrastructure Solutions, Inc. is the mentor and will provide technical consulting support for a stream restoration project of Rocky Branch at Maxcy Gregg Park at 54.15% (\$144,018.00) of the total contract amount. CES Group Engineers, LLP, a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide survey and utility mapping and encroachment permitting services at 20.10% (\$53,450.00) of the total contract amount.

The following subconsultants will provide additional services:

Pond & Company, Inc., of Columbia, SC, will provide stream support design, landscape architecture design, and construction oversight services at 18.79% (\$49,980.00) of the total contract amount.

ESP Associates, Inc., of Fort Mill, SC, will provide hydraulic analysis and Conditional Letter of Map Revision (CLORM) preparation services at 6.96% (\$18,500.00) of the total

contract amount.

There were twenty (20) responses for RFQ004-17-18 SL Stormwater Professional Services CIP.

The initial term of the agreement is fifteen months.

Under this contract, Wood Environmental & Infrastructure Solution will provide design services to include stream restoration and floodplain benching along Rocky Branch. Rocky Branch is an urban stream that experiences large erosive velocity during storm events. This project will address these issues as well as provide water quality improvement.

ATTACHMENTS:

- **#a:** APPROVED SD8434 Rocky Branch Restoration at Maxcy Gregg Park (PDF)
- **#b:** SD8434 Location Map (PDF)
- **#c:** SD8434 Maxcy Gregg Stream Restoration Council Memo (PDF)

Wood Environment & Infrastructure Solutions, Inc.
Rocky Branch Restoration at Maxcy Gregg Park SD8434



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-17-18-SL Stormwater Professional Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Wood Environment & Infrastructure Solutions, Inc., (hereinafter referred to as the "Consultant" to provide technical consulting support for a stream restoration project of Rocky Branch at Maxcy Gregg park for the City of Columbia, SC.

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

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

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

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Rocky Branch Restoration at Maxcy Gregg Park SD8434

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of fifteen (15) months, with the option to continue with work at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Sixty-Five Thousand, Nine Hundred Forty-Eight Dollars and No/100 (\$265,948.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

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Rocky Branch Restoration at Maxcy Gregg Park SD8434

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

C. Invoicing Procedure

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

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

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.10%.

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

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

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

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

9. **PERMITS & LICENSES**

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

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

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

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

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

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

- A. **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

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

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

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

City of Columbia

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

Wood Environment & Infrastructure Solutions, Inc.

Name: Angela Vandelay
 Title: Project Manager
 Address: 104 Corporate Boulevard, Suite 407
 West Columbia, SC 29169
 Phone: 803-798-1200
 Email: angela.vandelay@woodplc.com

16. **CONSENT DECREE – Not Applicable**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a

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- copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of

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the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

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

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

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

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- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for

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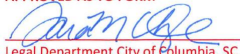
- employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant operations, including, but not limited to the Consultant employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants

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/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

APPROVED AS TO FORM

Legal Department City of Columbia, SC
3.22.2022

Witness

Teresa Wilson, City Manager

Date:_____

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

Print: Name/Title

Signature

Date:_____

(Corporate Seal)

Attest

Signature

Date:_____

Wood Environment & Infrastructure Solutions, Inc.
Rocky Branch Restoration at Maxcy Gregg Park SD8434

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 – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia

CIP # SD8434

Stream Restoration along Rocky Branch

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a stream restoration project of Rocky Branch at Maxcy Gregg Park, including engineering services during design and construction for the project.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to perform engineering and design services for permitting, bidding, and construction of the approximately 1,500 linear foot stream restoration project of Rocky Branch at Maxcy Gregg Park between the railroad crossing and Pickens Street. Note that, per direction from the CITY, the additional stream segment between Pickens Street and Wheat Street will not be included in final design because the property is owned by the University of South Carolina and would cause financial and logistical delays to the project.

The focus of the project will be to restore and enhance the aquatic system through the use of in-stream grade control to reestablish pool-riffle complexes, reinforcing/reestablishing the channel bank as well as increasing flood storage within the project area. Under a previous scope, Wood Environment & Infrastructure Solutions, Inc. (Consultant) has prepared the 30% conceptual design for the stream restoration along Rocky Branch at Maxcy Gregg Park. This proposed scope of work for the stream restoration along Rocky Branch at Maxcy Gregg Park includes, but is not limited to the following :

In general, Consultant will provide the following scope of services:

- Engineering Services During Design and Permitting
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing CES Group Engineers, LLP as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress,

monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact through the CITY's staff throughout the project.
- Provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days (Gantt schedule). Documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to a fileshare system 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 work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of deliverables.
- Terminate Project Administration at the completion of Task 700.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- A kickoff meeting at the beginning of the project.
- Periodic progress meetings with CITY's Project Manager throughout the project, which may include email or phone call check-ins, as needed.
- One (1) public meeting in Task item 140.
- Since the 30% design has been completed under a separate scope, Draft 60% and 90% design review meetings in Task item 560 – two (2) meetings total.
- One (1) pre-bid meeting in Task item 710

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will assist the City with public relations for this project to include:

- Meet with the CITY to discuss logistics and receive input for public meeting.
- CITY will coordinate and secure a meeting location.
- Conduct one stakeholder meeting before the 60% design stage.
 - Discussion topics to include overview of project description and its purpose, schedule, properties affected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.
- The CITY will notify customers in the area by mailers to inform them of the meeting, the type of work to be conducted, and who to contact with questions or concerns.
- Consultant will prepare displays and handouts needed for the meeting.

150 Mentor-Protégé Program

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

- Consultant will continue the existing Mentor-Protégé Agreement with CES.
- 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 quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

Task 200 services were previously completed under a separate scope.

TASK 300 – Survey and Utility Mapping

Field investigations for the Maxcy Gregg stream restoration project shall be conducted in support of plans preparation and final design.

310 Jurisdictional Waters 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 lift station 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 Delineation Documentation Report. The consultant shall submit the Delineation Documentation Report to the CITY for review. The Delineation Documentation Report will then be submitted to the USACE during the Permits Task (Task 620) as supporting documentation for the USACE permit. 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.

320 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- Surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88

- The Consultant's surveyor will complete field surveying along approximately 1,500 linear feet of stream – extending the previous survey to the proposed Limits of Disturbance. Relevant visual or physical features within the proposed Limits of Disturbance will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, sidewalk, park amenities, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the stream project. Consultant's surveyor shall traverse along the proposed project to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Top of bank, bottom of bank, and water surface elevations were previously collected and thus are not included in this scope .
- Locate both horizontally and vertically (where appropriate) exposed structures, land features, property corners (as required) and marked utilities, such as, location of paved roads and driveways (w/type identified); inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; and trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type).
- Underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Consultant's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. The Consultant's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating of underground utilities.
- State and County ROWs and existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections were collected under a separate scope and thus are not included in this scope.

- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum, topographic survey will include the Limits of Disturbance.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates horizontal (planimetric) features and contains, on separate layers, feature labels and surveyed points with point number, description, and elevation.
- Final plans will include proposed new sanitary sewer line, as provided in CAD by the City.

330 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant shall assist the City with easement acquisition through the research and preparation of easement exhibits for a temporary easement from the Garden Club Council of Greater Columbia on Parcel # R11307-02-01. This Scope of Services is based on preparing one easement exhibits. Two rounds of edits are included for the exhibit; an amendment may be issued if additional edits or easement exhibits are required.

340 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of SC811. Consultant will locate and map non-gravity utility structures designated by SC811 and locate and provide pipe size and invert information on gravity storm and sanitary sewer structures including storm drainage pipes out-letting into the stream. "Quality Level B" Subsurface Utility Designating of existing utilities will be conducted, including gravity sewer and drain lines, in areas where exploratory soft digs are required utilizing conventional cable and pipe locating equipment in order to designate conductive utilizes. Ground Penetrating Radar (GPR) will be utilized in an attempt to designate non-conductive lines. Inductive sweeps and GPR scans will be performed in order to search for and attempt designation of unknown utilities. Up to five ASCE 38-02 "Quality Level A" vacuum excavation test holes will be completed at locations on the utility lines mapped during the Level B process to verify its location, depth and the size and material type of the pipes. Should a test hole require a depth over 6 feet deep additional fees would be required.

TASK 400 – Geotechnical Investigation

- Consultant does not anticipate the need for geotechnical investigation.

TASK 500 – Final Design

520 Utility Coordination

- Consultant will contact and meet with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the proposed project.
- Consultant will coordinate final design with the agreed upon requirements of encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by a qualified 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 shall consist of and include the following:
 - The Consultant will prepare 60-, 90- and 100-percent plans of the stream restoration and landscape architecture design.
 - Detailed plan and profile drawings on 24" x 36" plan sheets
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
 - Consultant does not anticipate the need for a traffic control plan on the public streets. Should the contractor require a traffic control plan for its equipment delivery, Consultant can provide for an additional fee.
- Upon approval of the 100-percent submittal, Consultant will provide one (1) set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - U.S. Army Corps of Engineers – Wetlands
 - City of Columbia – Streets Division
 - City of Columbia – Water Department
 - City of Columbia – Parks & Recreation
 - South Carolina Department of Transportation
 - FEMA

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management Program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. Upon approval by the City, plans and specifications and permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 330 above.
- The Consultant will rely on Richland 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.
- This scope requires that the CITY staff will obtain a temporary construction easement from the Garden Club Council of Greater Columbia on Parcel #R11307-02-01, utilizing the easement exhibits prepared by the Consultant.
- Upon CITY approval of the sixty (60%) percent design plans, Consultant shall prepare and submit easement exhibits. Refer to Task 330 above.

620 Permits

- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the CITY.
- Wetlands Permit: This scope assumes wetland delineation and Section 404/401 permitting will be required. Consultant will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, Consultant will submit for 404/401 permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval.
 - The proposed impacts will meet the conditions for a NW13 and/or NW27 Permit and an Individual Permit will not be required.
 - If the NW13 and/or NW27 Permit conditions cannot be met, additional permitting (e.g. Individual Permit) will be conducted under additional services (Task 1100).
 - Compensatory mitigation will not be required. If impacts cannot be avoided or minimized and compensatory mitigation is required, preparation of a Mitigation Plan will be conducted under additional services (Task 1100).
 - This project will be evaluated for potential impacts to threatened or endangered species, or historical/cultural resources. Based on preliminary

project review it is not anticipated that proposed construction activities will adversely affect threatened or endangered species, or historical/cultural resources

- No fee is required for the 404/401 permit application.
- Roadway Encroachment Permits: This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the SCDOT; work with the SCDOT and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the SCDOT with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for all fees.
- Conditional Letter of Map Revision (CLOMR): This scope assumes a CLOMR will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will prepare a CLOMR application for submittal and approval by FEMA.
- Other Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

630 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$7,000 of permit fees are anticipated. The estimated fees for permits are as follows:
 - Stormwater Permit and Inspection Fees - \$500
 - FEMA Fees - \$6,500 for CLOMR
- This cost will cover identified permit fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY.

640 Historical Review of Land Use:

- A desktop review will be conducted on portions of three (3) parcels of land, R11307-02-02, R11308-11-02 and R11307-02-01, by reviewing Environmental Data Resource (EDR) Reports. The portions of each parcel to be included in the review are the limits of disturbance. The review of EDR Reports will include Certified Sanborn Maps (if available), Historical Topographic Maps, Historical Aerial Maps, City Directory Images, and a Radius Map Report. Consultant will provide a brief summary report of findings. The review of EDR Reports, do not, nor are intended to meet the requirements of an ASTM Phase I ESA, according to the E-1527-13 Standard. The structures identified on Parcel R11307-02-02 are located

outside the limits of disturbance, and therefore will not be assessed. Additionally, no other structures are believed to exist within the areas to be assessed.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

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

730 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the City and Contractor each three (3) hard copy sets and one (1) digital set (in Adobe PDF format) of the Conformed Documents.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes approximately 1,500 linear feet of stream restoration will be constructed. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the stream restoration project will be three (3) months (90 days) for substantial completion and fifteen (15) additional days for final completion with total construction duration of three and a half months (105 days). An increase in the

construction schedule may require an amendment to authorize additional construction services.

- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) For the duration of the construction contract, communications to and from the contractor will go through the City Construction Coordinator. On behalf of the CITY, and in conjunction with the City Construction Coordinator, Consultant will administer the construction contract, respond to Contractor's correspondence, and advise the City when clarifying instructions or direction is needed;
 - b) Consultant will use a standard fileshare document control system. 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 other documents pertaining to the construction contract;
 - c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and other issues related to completion of the project.
 - d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.

- e) One (1) pre-construction meeting and four (4) monthly progress meetings have been budgeted. Consultant will submit meeting minutes of meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of a 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 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 test required by contractor for contract compliance and comment on results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An

accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination
 - Assist City with preparation and submittal of Section 404/401 Permit Project Closeout Form
 - LOMR, if required, to be included in Task 1100 Additional Services

850 Periodic Construction Observation

- Construction Observation: Consultant's Technical Lead and/or field representative will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - Detail Hourly Projections

- This scope includes site visits by the Technical Lead every other week for three (3) months and by a field representative twice a week for three (3) months. If additional site visits are required, this contract will be amended to provide such additional services.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

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

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

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.

1040 Digital Information Submittals

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

1050 Final Notice of Acceptability of the Work

- See Task 840 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.

TASK 1100 – Additional Services

1110 General Task

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

- Preparation of LOMR application and submittal following construction.
- Additional stream restoration above the approximately 1,500 linear feet identified in the project description and Figure 1.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Permitting required beyond those included in Task 600.
- Preparation of a Mitigation Plan if impacts cannot be avoided or minimized and compensatory mitigation is required
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement

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

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ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

- Provide assistance in gaining access to Maxcy Gregg Park property and Garden Club Council of Greater Columbia easement for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

EXHIBIT B

City of Columbia

CIP # SD8434

Stream Resoration of Rocky Branch at Maxcy Gregg Park

Schedule – Gantt Chart

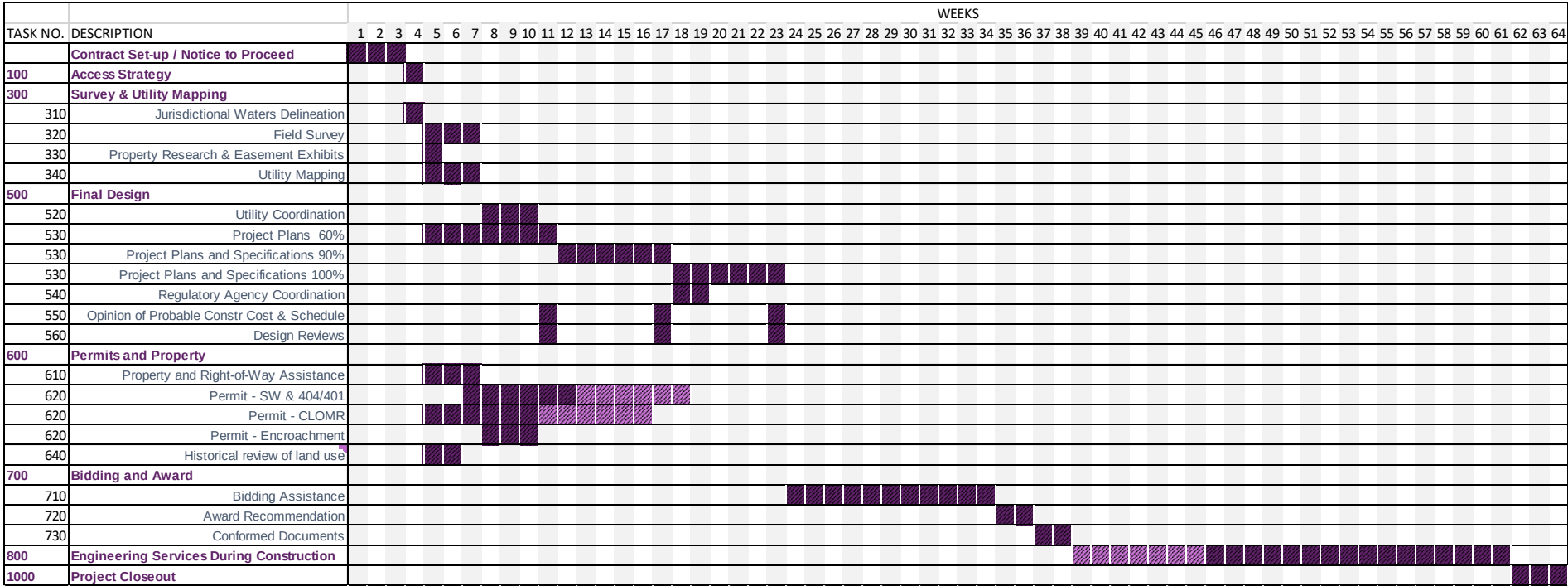


EXHIBIT C**COMPENSATION****City of Columbia****CIP # SD8434****Stream Resoration of Rocky Branch at Maxcy Gregg**

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of **\$265,948.00**. This includes \$0.00 of lump sum tasks, as well as **\$265,948.00** of hourly tasks and \$0.00 of tasks billed per each.

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

		CIP # SD8434		
Task	Description	Hours	Subconsults	Total
Task 100	Evaluation and Design Phase Administration	117	\$7,560	\$23,851
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	0	\$0	
Task 300	Survey and Utility Mapping	37	\$37,020	\$44,367
Task 400	Geotechnical Investigation	0	\$0	
Task 500	Final Design	388	\$27,640	\$67,264
Task 600	Permits and Property	132	\$24,010	\$46,121
Task 700	Bidding and Award	35	\$4,840	\$8,894
Task 800	Engineering Services During Construction	224	\$12,240	\$33,804
Task 900	Full Time Construction Inspection	0	\$0	\$0
Task 1000	Project Closeout	44	\$1,620	\$6,647
Task 1100	Additional Services	TBD	\$7,000	\$35,000
	Total of Contract	977	\$121,930	\$265,948
	% of Contract to Subconsultants		45.8%	
	% of Contract to Protégé		20.0%	

The Engineer's requirement for Protégé Participation is 20%.

BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
CES Group Engineers, LLP DUNS # 968411350 CAGE # 6F6A3	V016583	Surveying, historical land use review, Bid support, encroachment permit,	\$53,450	20%	DBE	Minority Certification Number 201818
Pond & Company, Inc. DUNS #: 04-970-7599 CAGE #: 1ENB3		Stream design support, landscape architecture design, construction oversight support	\$49,980	19%		
ESP Associates, Inc. DUNS#: 362258592 CAGE#: 1TYE0	V015858	Hydraulic analysis and CLORM preparation	\$18,500	7%		
				%		
				%		
				%		

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

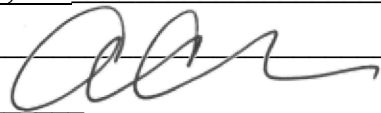
COMBINED TOTAL SUB AMOUNT \$121,930
TOTAL CONTRACT AMOUNT: \$265,948

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

Business Name: Wood Environment & Infrastructure Solutions, Inc.

Representative Name/Title: Andy Clark, Office Manager

Date: January 27, 2022



Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

CES Group Engineers, LLP

Company Name

1411 Gervais Street, Suite 402, Columbia, SC 29201

Physical Address

1411 Gervais Street, Suite 402, Columbia, SC 29201

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(803)818-2442 x 1018

Phone number

()

Fax number

Tom Cannarella

Primary Contact Name

Secondary Contact Name

tcannarella@ces-group.net

Primary Contact Email Address

Secondary Contact Email Address

45-2408773

V016583

Federal ID #

Vendor #

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

Pond and Company, Inc.

Company Name

1301 Gervais Street, Suite 1300 Columbia, SC 29201

Physical Address

1301 Gervais Street, Suite 1300 Columbia, SC 29201

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(803)766-7761

Phone number

()

Fax number

William Rector

Primary Contact Name

Secondary Contact Name

RectorW@pondco.com

Primary Contact Email Address

Secondary Contact Email Address

58-1639128

Federal ID #

Vendor #

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

ESP Associates, Inc.

Company Name

3475 Lakemont Blvd., Fort Mill, SC 29708

Physical Address

3475 Lakemont Blvd., Fort Mill, SC 29708

Mailing Address

Fort Mill, SC 29708

City/State Zip Code + 4

803.835.0890

Phone number

()

Fax number

Neal Banerjee

Primary Contact Name

Secondary Contact Name

nbanerjee@espassociates.com

Primary Contact Email Address

Secondary Contact Email Address

56-0599737

V015858

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name



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: 1/26/2022 Mentor Amount: \$212,498
Project Name: Rocky Branch Restoration at Maxcy Gregg Park Mentor % of Total Contract: 79.90%
Project #: SD8434 Protégé Amount: \$53,450
Mentor: Wood Environment & Infrastructure Solutions, Inc. Protégé % of Total Contract: 20.10%
Protégé: CES Group Engineers, LLP Duration of the Project: 15 months
Total Project Contract Amount: \$265,948

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.

Wood and CES Group will enter into a contract agreement following Wood's contract execution with the City. CES Group will provide survey and utility mapping, encroachment permitting, historical review of land use, bid specification and contract support, and additional services TBD under 1110. If project scope is adjusted, CES Group's role will be adjusted among these tasks to maintain the 20% protege requirement.

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

1. Expand CES Group's experience with stream restoration design and construction bid preparation.
2. Expand CES Group's experience and relationship with the City staff.



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 project will add stream restoration design to CES Group's experience. Specifically, experience with design of vanes, root wads, and other natural channel design features will be mentored.

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:

Wood's PM, Angela Vandelay, as well as our stream design team will work with CES Group's staff on technical solutions. The mentoring will occur at a kickoff meeting and regular meetings during the design phase. Feedback from QC of CES's deliverables will be part of the mentoring process.

Protégé:

CES Group's staff will coordinate with Wood's PM as noted above.

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?
Pond & Company	Wood	Wood
ESP Associates	Wood	Wood

Special Arrangements:



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:

Wood will serve as primary point of contact for all communication with the CITY, and will be responsible for the execution and completion of the project.

b. Description of Protégé responsibilities on project:

CES Group will be responsible for survey and utility mapping, encroachment permitting and historical research.

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

Wood and CES Group will work together to complete bid specification and contract support, and additional services TBD under 1110.

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

The project will be approximately 15 months. CES Group is anticipated to be needed during the design phase, permitting and bidding and award phases, which will be the first approximately 9 months.

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

Wood and CES will have regularly schedule meetings, at least quarterly, as well as ad hoc meetings, as needed during key milestone development under critical subtasks.

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

CES will submit monthly invoices to Wood by the 25th of the month, as hours are accrued. Wood will include CES Invoice in Wood's monthly invoices to the City of Columbia. Payment will be in accordance with the City of Columbia MPP Guidelines and the Master Service Agreement between Wood and CES Group Engineers.



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 Wood Environment & Infrastructure Solutions, Inc. (Mentor Firm) this 28 day of February 2022.
Corporate SEAL

By: Amy Crowley
Title: Water, Natural Resources and Permitting & Compliance Service Line Manager
Firm Name: Wood Environment & Infrastructure Solutions, Inc.

ATTEST:
By: Angela Vandelay Angela Vandelay, PE
Title: Project Manager

EXECUTED by CES Group Engineers, LLP (Protégé Firm) this _____ day of _____ 20____.
Corporate SEAL

By: Judy L. Heleine Judy L. Heleine
Title: Managing Partner
Firm Name: CES Group Engineers, LLP

ATTEST: Jennifer B. Pia
By: Jennifer B. Pia
Title: Accounting Operations Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 2 day of
March 2022.

By: LaTonya B Germany

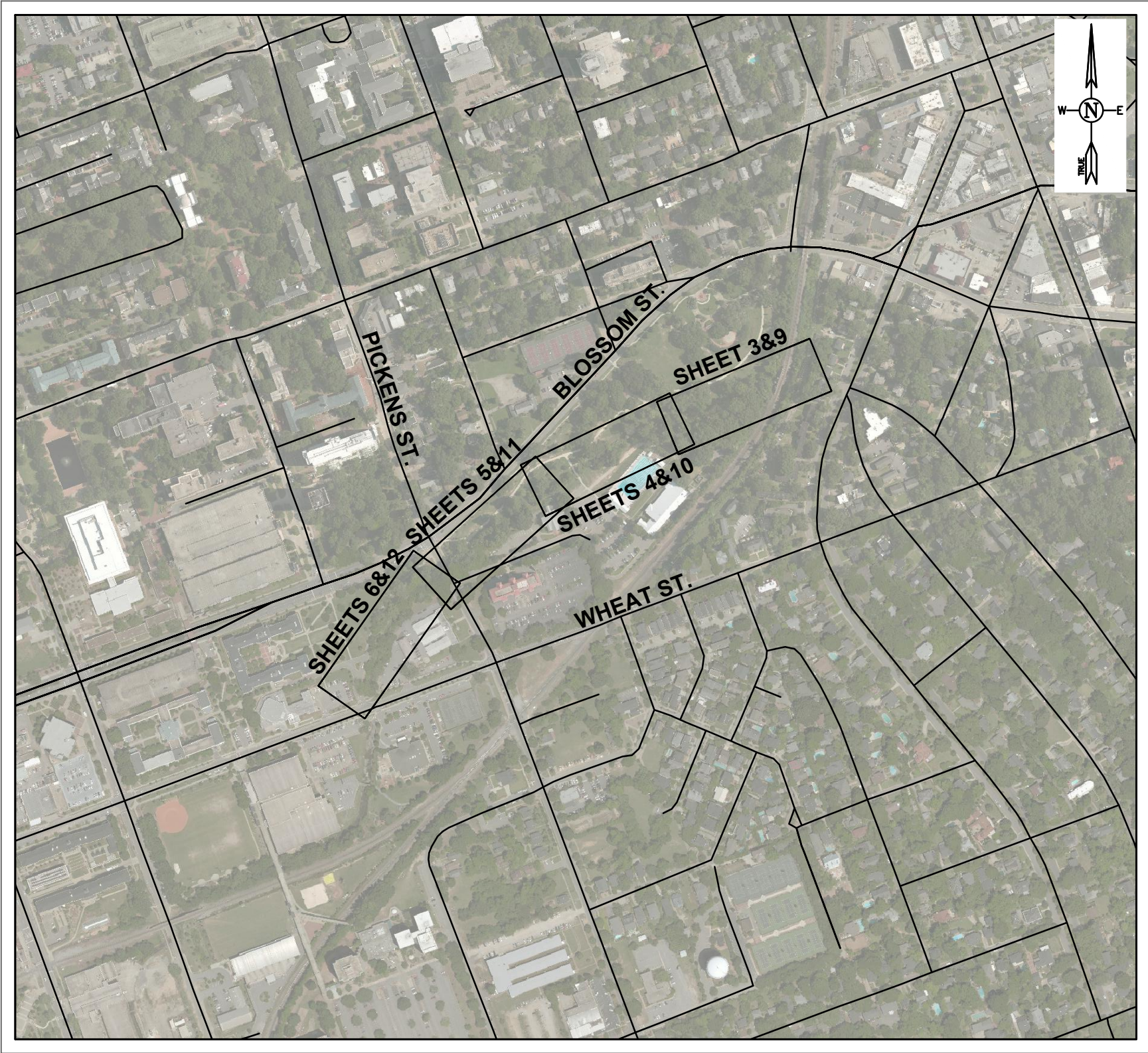
Title: Program Compliance Specialist

CITY OF COLUMBIA - ROCKY BRANCH
PROPOSED STREAM ENHANCEMENTS
CONCEPTUAL DESIGN ALTERNATIVES
PROJECT AREA NUMBER 1

RICHLAND COUNTY, SOUTH CAROLINA
FOR



SITE LOCATION MAP
SCALE: 1" = 500'

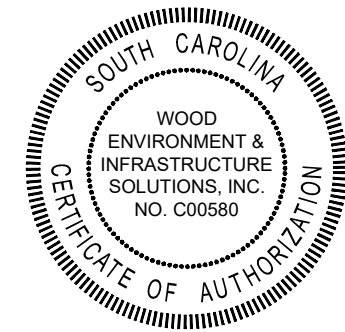


SHEET INDEX:

COVER SHEET	1	EXISTING CROSS SECTIONS 4	11
PROJECT OVERVIEW	2	EXISTING CROSS SECTIONS 5	12
SLOPE ANALYSIS - HEAT MAP	3	EXISTING CROSS SECTIONS 6	13
EXISTING CONDITIONS STA. 0+00	4	EXISTING CROSS SECTIONS 7	14
EXISTING CONDITIONS STA. 5+64	5	EXISTING CROSS SECTIONS 8	15
EXISTING CONDITIONS STA. 11+25	6	PROPOSED CONDITIONS 0+00	16
EXISTING CONDITIONS STA. 17+00	7	PROPOSED CONDITIONS 5+64	17
EXISTING CROSS SECTIONS 1	8	PROPOSED CONDITIONS 11+25	18
EXISTING CROSS SECTIONS 2	9	PROPOSED CONDITIONS 17+00	19
EXISTING CROSS SECTIONS 3	10	TYPICAL CROSS SECTION	20

wood.
Wood Environment &
Infrastructure Solutions, Inc.
720 Glacern Road, Suite 132
Columbia, South Carolina 29210
Tel: 803-798-1200
Fax: 803-750-1303

DRAFT
FOR
REVIEW



CERTIFICATE OF AUTHORIZATION SEAL

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REV.	DATE	BY	DESCRIPTION
0	7/10/19	SMW	DRAFT FOR REVIEW
1	9/06/19	SMW	DRAFT FOR SEPT. 6TH MEETING

CLIENT: CITY OF COLUMBIA 1401 MAIN STREET COLUMBIA, SOUTH CAROLINA 29201	PROJECT: CITY OF COLUMBIA - ROCKY BRANCH PROJECT AREA 1 RICHLAND COUNTY, SOUTH CAROLINA	COVER SHEET
--	---	-------------

DATE: 9-06-2019
DRAWN BY: SMW
CHECKED BY: WAR
APPR'D BY: WAR
PROJ. NO. 6250-18-0179
SHEET NO. 1 OF 20

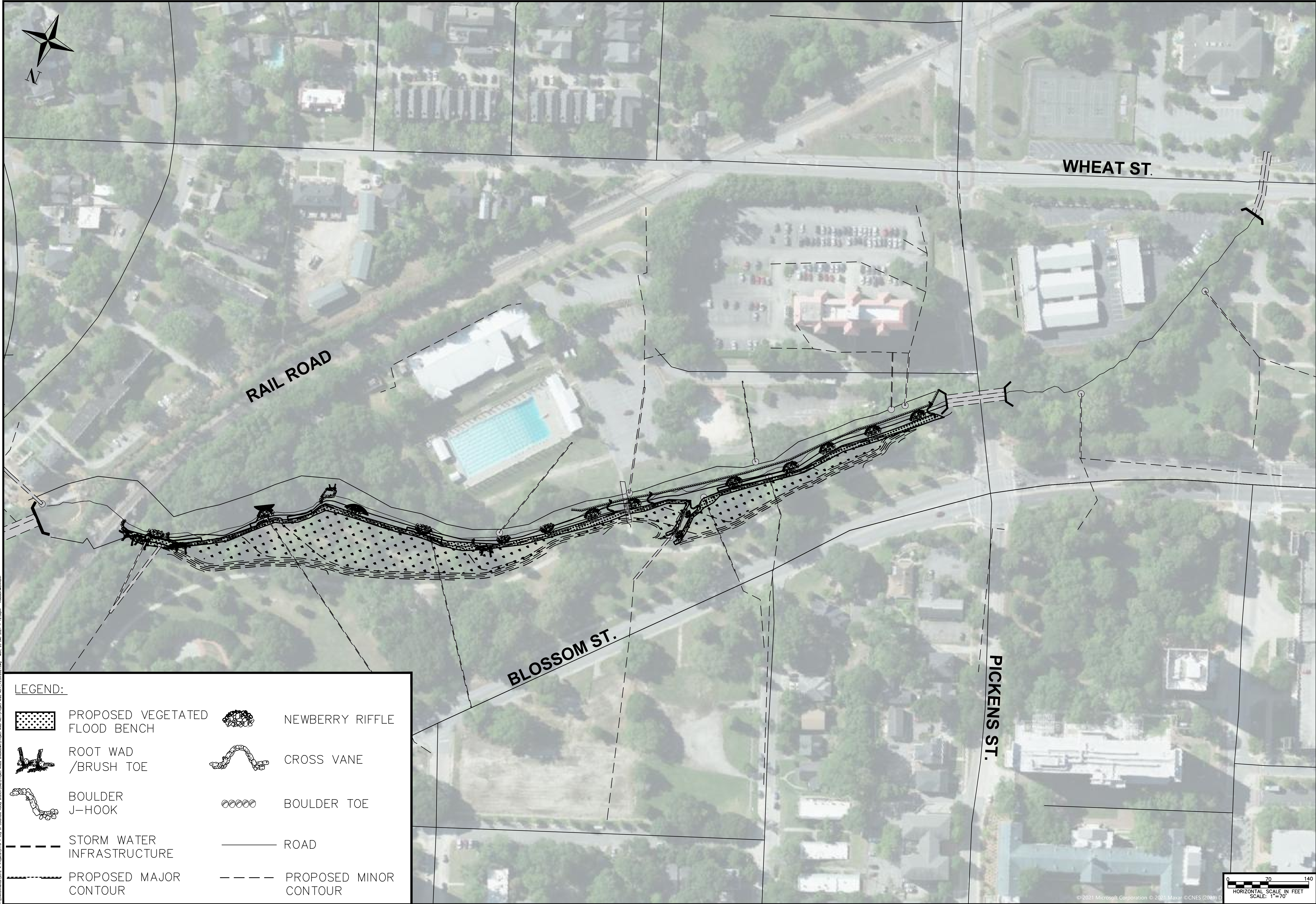
The Palmetto Utility Protection Service, Inc.
1219 Piney Point Drive, Suite 100, Cayce, South Carolina 29033
Voice: (803) 939-1127 Fax: (803) 939-0766

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA

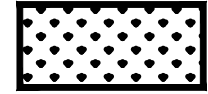
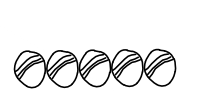
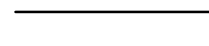
CALL 811

UNDERGROUND LOCATORS
CONTRACTOR SHALL CONTACT
THE UNDERGROUND LOCATORS
EVERY 10 DAYS FOR AN UPDATE
TO UTILITY LOCATIONS.

Call BEFORE you DIG!



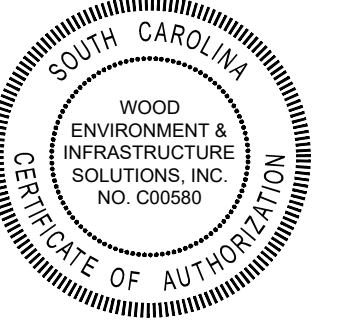
LEGEND:

-  PROPOSED VEGETATED FLOOD BENCH
-  ROOT WAD /BRUSH TOE
-  BOULDER J-HOOK
-  STORM WATER INFRASTRUCTURE
-  PROPOSED MAJOR CONTOUR
-  NEWBERRY RIFFLE
-  CROSS VANE
-  BOULDER TOE
-  ROAD
-  PROPOSED MINOR CONTOUR



Wood Environment & Infrastructure Solutions, Inc.
104 Corporate Boulevard
West Columbia, South Carolina 29169
Tel: 803-798-1200
Fax: 803-750-1303

DRAFT
FOR
REVIEW



CERTIFICATE OF AUTHORIZATION

CERTIFICATE OF AUTHORIZATION SEAL

THESE DRAWINGS, AND/OR THE ACCOMPANYING SPECIFICATIONS AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. REUSE, OR REPRODUCTION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT WITH WRITTEN PERMISSION.

REV.	DATE	BY	DESCRIPTION
0	7/10/19	SMW	DRAFT FOR REVIEW
1	9/06/19	SMW	DRAFT FOR SEPT. 6TH MEETING
2	12/20/21	JKL	DRAFT FOR FINAL PROPOSAL

CLIENT:
CITY OF COLUMBIA
1401 MAIN STREET
COLUMBIA, SOUTH CAROLINA 29201

PROJECT:
CITY OF COLUMBIA - ROCKY BRANCH PROJECT AREA 1
RICHLAND COUNTY, SOUTH CAROLINA

PROJECT OVERVIEW

DATE: 12-20-2021

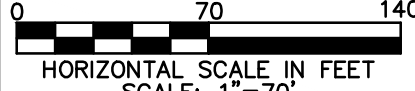
DRAWN BY: JKL

CHECKED BY: AV

APPR'D BY: AV

PROJ. NO. 6250-18-0179

SHEET NO.
2 OF 20



HORIZONTAL SCALE IN FEET
SCALE: 1"=70'

© 2021 Microsoft Corporation © 2021 Maxar © CNES (2021)

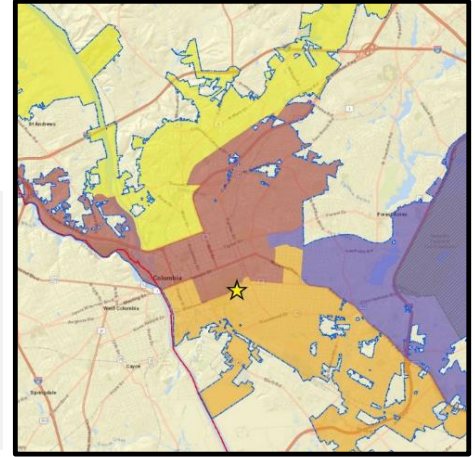
SD8434 - Stream Restoration along Rocky Branch

Project Description:

The purpose of this project is to perform engineering and design services for permitting, bidding, and construction for approximately 1,500 linear foot stream restoration project along Rocky Branch within Maxcy Gregg Park between the railroad crossing and Pickens Street.

Objectives:

This project aims to restore and enhance the aquatic system through the use of in-stream grade control to reestablish pool-riffle complexes, reinforcing/reestablishing the channel bank to minimize erosion and sedimentation, increase flood storage through the construction of a floodplain bench, restore native vegetation, and enhance park features along Rocky Branch to promote community awareness of Columbia's waterways within the project area.



Project Type:

Stream Restoration

Council District:

3

Project Funding:

This project is being funded through the City's Stormwater Bond Program. The rough project cost estimate is \$2 million. **The current request is for \$265,948 to cover the professional services component of the project.** A more refined construction cost estimate will be developed during the design phase.

Council Request:

City Council is asked to approve a contract for professional services with Wood Environment & Infrastructure Solutions, Inc. (Wood) in the amount of \$265,948. This contract includes the following services:

- **Survey & Utility Mapping:** Wood and its subcontractors will conduct surveying of features in the project area in support of plans preparation and final design. Surveying will include jurisdictional boundaries of waters of the U.S, utilities, drainage infrastructure and other structures and land features in the project area.
- **Permitting and Property Support:** Wood and its subcontractors will assist the City in obtaining stormwater permitting, Section 404/401 permitting, SCDOT encroachment permitting and Conditional Letter of Map Revision.
- **Final Design:** Wood and its subcontractors will prepare 60-, 90- and 100-percent plans of the stream restoration and landscape architecture design based on the previously approved conceptual design.
- **Construction Bidding Assistance:** Wood and its subcontractors will provide support during the construction bidding phase including attending the pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information, attending the bid opening, evaluating the bids, recommending award of the contract and preparing the Conformed Documents for use during construction.
- **Engineering Services During Construction:** Wood and its subcontractors will provide oversight during construction including holding a pre-construction meeting, reviewing testing results and providing periodic observation of the construction work.

Construction of the stream restoration project cannot begin until the City's sewer replacement project at this location is complete. The timing of the stream restoration project is also strongly dependent upon seasonal weather. Depending on the date of completion of the sewer project, the stream restoration construction project should be completed no later than spring of 2025.

MAXCY GREGG PARK

Proposed Stream Restoration Conceptual Plan

proposed channel
cross-section with
floodplain bench
Not to Scale



Figure 1 – Rendering of Conceptual Design of Rocky Branch Stream Restoration at Maxcy Gregg Park



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve Contract Amendment #1 for Additional Parts and Labor for Bearing Assemblies, Clarification Equipment, and Pumping Equipment, as requested by Columbia Water on February 28, 2022. Award to Evoqua Water Technologies, in the amount of \$200,000.00. The vendor is located in Waukesha, WI.

REQUISITION NO.: P192899

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Machine Equipment - Capital (5516208-658300). The original budget amount is \$100,000.00. The budget amount for this amendment is \$200,000.00. The total revised budget amount is \$300,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

This contract covers parts and maintenance associated with equipment for the primary clarifiers, aeration basins, and secondary clarifiers.

ATTACHMENTS:

- **#a:** Evoqua Sole Source Contract Amendment #1_P192899 (PDF)

 CITY OF COLUMBIA Department of Procurement & Contracts 1800 Main St., 2nd Floor Columbia, SC 29201 (803) 545-3470 **For Internal Use Only** Purchase Order Modification / Change Order / Amendment Form	Solicitation #: _____ CMM Contract #: _____ Purpose - Check All That Apply ☒ PO Change ☐ Emergency Procurement ☐ Construction Change Order ☒ Sole Source Procurement ☒ Contract Amendment
--	--

Routing Date: 02 / 28 / 2022

DESCRIPTION: PO Increase

Identify Funding Source (Please check all that apply):

☒ City of Columbia ☐ State of SC ☐ Federal ☐ Other

If other funding source, please specify: _____

DEPARTMENT NAME AND REQUESTOR: Utilities- Metro WWTP; Nancy J.L. Morris

CONTRACTOR'S NAME: Evoqua Water Technologies

PURCHASE ORDER OR REQUISITION NUMBER : P192899 PO CHANGE ORDER # 1 BUYER REVIEW (Initials): _____

TYPE OF CHANGE (check all applicable boxes):

- ☒ Funding Increase (+) or (-) Decrease - Amount: \$ 200,000.00
- ☐ Project Contingency Funds Utilized - Amount: \$ _____
- ☐ Time Extension to Contract - Extension Date: _____
- ☐ Revised Scope of Work to Contract (Attach Revised Scope)
- ☐ Administrative Change: _____
- ☐ Other Change: _____

Brief Explanation/Justification: Contract Amendment Increase to cover further expenses. (Please add line 2 for Equipment for \$175,000 from 623100, and line 3 for Services for \$25,000 from 631800. Total increase of \$200,000. No taxes)

Current PO Amount: \$ 100,000.00 Requested Amount: \$ 200,000.00 Revised PO Amount: \$ 300,000.00

Accounting Information on Original PO: ORG 5516208 OBJ 658300 (Required)

Funding/Account Info for Change Order: ORG 5516208 OBJ 623100 and 631800 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes): _____

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$0.00 - \$5,000.00):

Recommended for Approval: _____



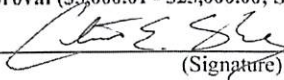
(Signature)

Superintendent

(Title)

Assistant City Manager (ACM) Approval (\$5,000.01 - \$25,000.00; Sign All Contract Amendments):

Recommended for Approval: _____



(Signature)

Assistant City Manager

(Title)

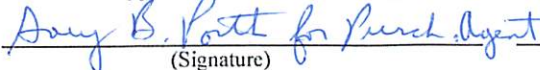
****Route this form to the Procurements & Contracts Department**

Director of Procurement & Contracts Approval: _____

City Manager Approval Needed

Yes or No

Recommend for Approval: _____



(Signature)

3/8/2022

(Date)

City Manager Approval:

Recommend for Approval: _____

(Signature)

(Date)

All PO Mod Form increases \$50,000.00 or greater must be approved by City Council. Date approved by City Council: _____

A copy of the final City Council minutes must be maintained with the purchasing file.

See code of ordinance: Sec. 2-207. - Award of contracts. (a) The city manager may reject or approve bids and purchase agreements and award contracts in accordance with established procurement regulations, provided that contracts in excess of up to and including \$50,000.00 shall be approved by the city council prior to award.

Contract Amendment #1
 Evoqua Water Technologies, LLC
 3/8/2022

Description of Change: Request change in Sole Source Agreement for services between the City of Columbia (City) and Evoqua Water Technologies LLC (Contractor) dated February 16, 2022 (Sole Source Agreement) to compensate the Contractor for additional services and equipment as provided within the attached.

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

Proposed Change and Basis for Payment:

Original Contract Amount (Purchase Order P192899 February 16, 2022 to June 30, 2022)	\$100,000.00
This Change Amendment #1 (Cost Increase):	\$200,000.00
Revised Contract Amount:	\$300,000.00

This Change is Acceptable:

Name of Firm

Evoqua Water Technologies LLC

DOUG PIMOTT
 Print Name


 Signature

03/17/2022
 Date

City of Columbia

Office of the City Manager

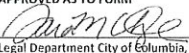
Teresa Wilson, City Manager

City of Columbia

 Signature

 Date

 Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 3.9.2022

Evoqua P192899 CA#1

This PO is being increased by \$200,000.00 to cover the cost for anticipated future expenses within this fiscal year.



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Professional Services Agreement for Project SD8473; Belvedere Neighborhood Stream Restoration, as requested by Columbia Water on February 1, 2022. Award to AECOM Technical Services, Inc. in an amount not to exceed \$450,378.00. The firm is located in Columbia, SC.

REQUISITION NO.: R214906

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Improvement Capital Project Control - Belvedere Stream Stabilization - Capital Project Cost (5549999-SD847301-658650). The original budget amount is \$450,378.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. AECOM Technical Services, Inc. is the mentor and will provide technical consulting support for the evaluation of the Smith Branch sub-watershed A and B at 80.00% (\$360,320.00) of the total contract amount. Atlantic South, LLC, a Minority Business Enterprise of Columbia, SC, is the protégé and will provide plat/deed research prior to beginning survey, field survey, and preparation of an AutoCAD file reflection at 20.00% (\$90,058.00) of the total contract amount.

There were twenty (20) responses for RFQ004-17-18 SL Stormwater Professional Services CIP.

The initial term of the agreement is twenty-two months.

ATTACHMENTS:

- **#a:** Belvedere Neighborhood Stream Restoration SD8473 Contract (PDF)
- **#b:** SD8473 Belvedere Council Memo (PDF)
- **#c:** SD8473- Project Location Map (PDF)

AECOM Technical Service, Inc.
Belvedere Neighborhood Stream Restoration – SD8473



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP004-17-18-SL Stormwater Professional Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and AECOM Technical Services, Inc., (hereinafter referred to as the "Consultant"), to include analysis and preparation of design plans to facilitate construction of stream restoration efforts for the City of Columbia.

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

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

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

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4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of twenty-two (22) months, with the option to continue with work at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Four Hundred Fifty Thousand, Three hundred and Seventy-eight Dollars and No/100 (\$450,378.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

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

C. Invoicing Procedure

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

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

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

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

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

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

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

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

9. **PERMITS & LICENSES**

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

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

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

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

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

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

- A. **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

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

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

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

City of Columbia

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

AECOM Technical Services, Inc.

Name: Craig Metts
Title: Associate Vice President
Address: 101 Research Court
Columbia, SC 29203
Phone: 803-240-1000
Fax: 803-771-6676
Email: craig.metts@aecom.com,

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

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a

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- copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of

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the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

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

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

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

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- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for

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- employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant operations, including, but not limited to the Consultant employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants

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/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

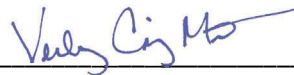
APPROVED AS TO FORM

Legal Department City of Columbia, SC
3.10.2022

AECOM Technical Services, Inc.

V. Craig Metts, AVP

Print: Name/Title



Signature

Date: 3/11/2022

(Corporate Seal)

Attest





Signature

Date: 3/11/2022

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

**Exhibit A
Scope of Services**

**City of Columbia
SD8473
Belvedere Neighborhood Stream Restoration
January 11, 2022**

The services performed as part of this Scope of Service include providing technical consulting support to the City of Columbia (City) for the evaluation of the Smith Branch sub-watersheds A and B, which encompasses a total area of approximately 642 acres. The sub-watersheds include the Belvedere Neighborhood, which has history of nuisance flooding and excessive erosion along the stream banks. The overall goal of the project is to provide the City with stream restoration and channel maintenance designs that are low-maintenance, cost-effective, and provides the Smith Branch watershed with water quality improvements. The scope of work will include analysis and preparation of design plans to facilitate construction of stream restoration efforts as described below.

AECOM (Consultant) will provide the following scope of services:

1. Develop construction drawings to address:
 - a. Stream maintenance between houses on Bumgardner Court and Truman Street.
 - b. Stream restoration and/or stream stabilization along Hammond Avenue and for the channel between houses on Truman Street and the railroad.
 - c. A location map of the project is provided in Attachment A.
2. Provide engineering design services for the selected restoration/stabilization. Include sediment removal from existing system if determined necessary.
3. Provide permitting for the selected restoration/stabilization.

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Atlantic South as our Protégé.

Responsibilities of the Owner (City) are as follows:

- Provide assistance in gaining access to areas of the project in which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to infrastructure and assist the Consultant with gaining safe access.
- Provide access to locked or inaccessible manholes, storm drain boxes, ponds, etc.
- Respond to requests for information and review deliverables in a timely manner.

- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and City.
- Provide available data as requested in the agreement.
- Upon City acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration, Consultant will:

- Participate in design review and construction progress meetings with the City as outlined in Task 120.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City in accordance with the City's invoicing procedures.
- Provide a detailed project schedule within two weeks of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 1000.
- Provide monthly progress reports.

120 Coordination Meetings

Throughout the design of the project, Consultant will maintain regular contact through the City's staff. Progress meetings include:

- Kick-off meeting

- Monthly Progress Meetings with City's Project Manager for duration of the project through design and permitting. To the fullest extent possible, these meetings will be in conjunction with design review meetings outlined below.
 - 30% Design Review Meeting
 - 60% Review Meeting
 - 90% Design Review Meeting

130 Project Management & Coordination with the City

- Consultant will communicate with the City through a single point of contact, Consultant's Project Manager.
- Consultant will utilize an appropriate file management system to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will participate in up to 4 outreach events with the residents of the Belvedere Neighborhood and other stakeholders. The public outreach may be a combination of in person meetings and assistance in drafting mailers to be distributed in place of public meetings. Currently the scope covers two mailers and two public meetings.

150 Mentor-Protégé Program

Consultant and Atlantic South will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Atlantic South.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.

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

TASK 200 – Preliminary Planning & Investigation

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the SCDOT to obtain roadway improvement plans, drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- Consultant will coordinate with the City to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and City maps for road and street right-of-way information for areas outside of the roadway plans as needed.
- Consultant will contact other utilities in the areas outside of the roadway plans as needed that can be determined from field observation for mapping and location information that may impact proposed stream restoration design.
- Consultant may utilize existing aerial mapping along with utility mapping, County property maps and street right-of-way information to determine possible stormwater infrastructure.
- Consultant will also obtain City's GIS databases, master plan reports, H&H models, and other associated information required for the project.
- Field Reconnaissance:
 - o The Consultant understands that a field reconnaissance of the visible stormwater infrastructure and open channels in the Belvedere Neighborhood has already been conducted and reports and photographs will be provided by the City.

- Project Area evaluation:
 - Consultant will prepare an existing drainage area map at various points of interest along the project reaches.
 - Consultant will calculate an appropriate design flow and subsequent stream morphology for the stream restoration for characteristics of bankfull discharge and cross-sectional area. Bankfull discharge will be calibrated and determined based on calculation of available data at USGS stream gages or from regional regression equations to calibrate bankfull discharge, cross sectional area, and determine stream morphology. Further refining of the bankfull discharge and design stream morphology will be performed in Task 500.

TASK 300 – Survey

Once the preliminary planning and investigation efforts have been completed, field investigations for those areas of work will be conducted in support of plans preparation and final design. In some cases, limited Task 300 services may be needed to complete Task 200.

310 Field Survey

In areas identified for stream maintenance on Attachment A, no field survey will be necessary since no significant grading for cut/fill is anticipated. Consultant will utilize existing City LiDAR, City GIS data, as-built information, or other online sources as available to prepare the stream maintenance recommendations and drawings.

Consultant assumes that work for this stream maintenance effort will be covered under a non-reporting Nationwide Permit #3 for Maintenance and no formal jurisdictional determination will be necessary.

In areas identified for stream restoration on Attachment A, Consultant will prepare 1" – 10' base mapping with 1-foot contours including the pertinent surface topographic and hydrographic features. This field run survey will be performed within the anticipated project limits or the area(s) required to perform the necessary stream design. The elevations of permanent benchmarks shall be accurate to +/- 0.02 foot relative to one another.

- Consultant will conduct topographic survey as needed for the project limits. All surveying will be conducted on public right-of-ways unless prior authorization is granted for private property.
- Consultant will coordinate with City to send survey notification letters. Consultant to provide addresses and property owners.

- All surveying will be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum will be South Carolina State Plane Coordinate System (NAD83) in U.S. Survey Feet.
- The vertical datum will be North American Vertical Datum of 1988 (NAVD88) in U.S. Survey Feet.
- Consultant's surveyor will traverse along the proposed project area(s) to complete field surveying. Relevant visual or physical features within the project area will be surveyed, including, but not limited to, edge of pavements, buildings, power poles, previously located underground utilities, culverts, etc.
- Consultant's surveyor will recover existing vertical control points (prior to construction activities taking place). A maximum of two (2) benchmarks (TBMs) will be established within each project area(s), for a total of 4 benchmarks, at intervals established by the surveyor and will be monumented with $\frac{3}{4}$ " iron rods and caps.
- Consultant's surveyor will also provide top of bank, bottom of bank (toe), thalweg (location and elevation), and significant woody or trash debris in stream for all open drainage features within the project area. Significant rock outcroppings including presence of bedrock will also be identified. Limits of the survey will be re-evaluated at the end of Task 200 for any necessary adjustments needed outside of the originally proposed project area.
- Consultant's surveyor will locate tree and brush lines; trees of sufficient size (24" and greater) that require protection according to applicable sections of Richland County's or the City of Columbia's current tree ordinances – whichever is more stringent (with identification of size and type).
- Consultants surveyor will locate utilities, as located and marked in the field by the local utility locating service. This will include, but not be limited to, electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Consultant's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. The Consultant's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (PUPS) at 1-800-721-7877 and City for field locating underground utilities.
- Consultant will conduct a field delineation of the jurisdictional wetland boundaries. Wetlands will be defined using the Routine On-Site Determination Method as defined in the *Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1 (1987 Manual)* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal*

Plain. A hand-held sub-meter Trimble GPS device unit will be used to mark the wetland boundaries.

- Cross Sections along the center of all open channel streams will be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents. Cross Sections will extend 25 feet beyond the defined top of bank on both sides of the ditches/creeks.
- From the survey data, the surveyor will prepare final AutoCAD electronic drawing files. Files will include the entire survey that accurately locates horizontal (planimetric) features and contains, on separate layers, feature labels and surveyed points with point number, description, and elevation.
- Field survey may be supplemented by GIS or LiDAR data available from the City or other online sources.

320 Property Research and Easement Exhibits

- Property Research and Easement Exhibits will be provided as part of this scope. In consultation with City, the Consultant's surveyor will survey, research, plat, and prepare easement descriptions for required permanent easements that will be required to construct the proposed stormwater infrastructure. Exhibits will be prepared in accordance with the standards of the City for recording. This Scope of Services is based on preparing 30 easement exhibits. One round of edits is included for any exhibit; additional edits may require additional services. An amendment will be issued if additional easement exhibits are required, and compensation will be negotiated between the Consultant and the City at that time.

330 Geomorphic Assessment Survey

In areas identified for stream maintenance on Attachment A, no formal geomorphic survey or detailed assessment will be conducted. The following methods are anticipated to be used in the assessment of the stream maintenance area:

- Consultant will conduct a field reconnaissance to verify the information provided in Task 210 is still accurate and also to understand the drainage patterns/characteristics within the project area.
- Ground level photograph of typical conditions, design constraints and key areas of concern.

In areas identified for stream restoration on Attachment A, Consultant will perform a

Rosgen Level I-II Geomorphic Assessment to classify the project stream reaches shown in Attachment A and determine its stability condition. The following methods are anticipated to be used in the assessment:

- Consultant will conduct a field reconnaissance to verify the information provided in Task 210 is still accurate and also to understand the drainage patterns/characteristics within the project area.
- Ground level photograph of typical conditions surveyed typical riffle/pool cross sections, floodplain conditions, and key areas of concern.
- Field sketch to identify significant bank erosion, tree falls, conflicts with infrastructure, undercut banks, etc.
- Segmentation of the entire project into reaches of identified Rosgen stream type and valley type field conditions,
- Collection of Wolman pebble count and bar sample information from selected locations to properly assess the Rosgen stream type and perform sediment competence,
- Collection of representative cross section data in each reach that will be used to identify existing bankfull area dimensions,
- Classification of the stream conditions using Rosgen classification,
- Collection of available reference reach data at the site for use during the design for generating the proper dimension, pattern, and profile.

TASK 400 – Geotechnical Investigation

These services are not needed for this project.

TASK 500 – Final Design

510 30% Design Documents (Construction Plans and Specifications)

- Consultant will develop a one-dimensional steady state existing conditions model of the project area and establish the Water Surface Elevations for the 100- year design storm event.
- Consultant will prepare 30% Design Documents consisting of the Conceptual Plans, likely to include the following; however, exact number and types of sheets may vary depending upon the stream restoration techniques designed:
 - Cover Sheet,
 - Drainage Area Map,

- Existing Conditions Sheet,
- Stream Stabilization Design Plan View
- Stream Stabilization Typical Details,
 - in-stream structure details,
 - bank protection details,
 - substrate specifications,
 - and COIR matting details
- Approximate Limits of Disturbance,
- Cost Estimate

Upon acceptance of the 30% Design Plans the design elements will become the basis for further design to prepare the final bid documents. Changes to the design elements after the 30% design phase is not included in the scope.

- The Stream Maintenance project area scope will be reduced and include the following sheets; however, exact number and types of sheets may vary depending upon the stream maintenance techniques designed:
 - Existing Conditions and Demolition Sheet,
 - Stream Maintenance Design Plan View
 - Stream Maintenance Typical Details,
 - Approximate Limits of Disturbance,
 - Cost Estimate

520 60% Design Documents (Construction Plans and Specifications)

- Informal design review meeting intended as an intermediate verification of overall project status and direction of the final basis of design as decided upon in the 30% Design Document Review.
- Changes in design elements at the 60% review stage are not included in the scope.
- Review meeting will be conducted virtually. Columbia based consultant staff will attend in person.

530 90% Design Documents (Construction Plans and Specifications)

- Consultant will utilize the existing model, provided by the City in its current state to verify that the existing topography and the proposed design result in no rise in the floodway or floodplain elevations, both within and at the start and end of the project limits. Using an appropriate runoff model, AECOM will also determine the discharges for the bankfull event, 1-, 2-, 10-, 25-, and 100-year storm events. A summary of results in terms of peak flows and max water surface elevations will be provided for only the 100-year storm event to compare against the proposed conditions. Smaller intensity storms will be run for analysis but will not be included in the reporting documentation.

- Consultant will incorporate comments from any City reviews and/or regulatory agencies on the 30% design into the final design. It is anticipated the Final Design Plans will be complete at the 90% level, ready for construction bidding and include the following:
 - Cover Sheet,
 - Drainage Area Map,
 - Existing Conditions Sheet,
 - Geometry and Stakeout Plan,
 - General Construction Details, Narrative, and Sequence,
 - Stream Restoration Design Plan and Profile,
 - Stream Restoration Design Typical Cross Sections,
 - Grading Plan and Approximate Limits of Disturbance,
 - Detailed Stream Restoration Details,
 - in-stream structure details,
 - bank protection details,
 - substrate specifications,
 - and COIR matting details
 - Planting Plan,
 - Planting and Seeding Notes, Specifications, and Details,
 - Design Narrative with Hydrologic and Hydraulic Analysis,
 - Erosion & Sediment Control Plan, Notes and Details,
 - Updated Cost Estimate and Quantities,
 - Technical specifications, description of pay items, bid tabulation, and itemized construction estimate (sealed by a Professional Engineer licensed in the State of South Carolina). All Division 1 Specifications including contract documents will be provided by the City.
- The Stream Maintenance project area scope will be reduced and include the following sheets; however, exact number and types of sheets may vary depending upon the stream maintenance techniques designed:
 - Existing Conditions and Demolition Sheet,
 - Stream Maintenance Design Plan View
 - Stream Maintenance Typical Details,
 - Planting Plan,
 - Planting and Seeding Notes, Specifications, and Details,
 - Erosion & Sediment Control Plan, Notes and Details,
 - Approximate Limits of Disturbance,
 - Updated Cost Estimate and Quantities
- Consultant will compile the aforementioned information, complete a quality control review of deliverables.
- Upon approval of the 90% submittal, Consultant will finalize the plans and specifications and provide one (1) set of final bid plans, one (1) digital medial file containing PDF's of the signed and sealed drawings, one-sided copy of

unbound specifications, and final cost estimate in digital format to match the bid tab item list. City staff will also require seven (7) full-size hardcopy sets of final plans.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to discuss the project areas and the anticipated design approach to be taken by the Consultant.
- Consultant will contact and meet with City, County, State and Federal regulatory agencies after completion of the thirty (30%) completion milestone has been accepted by the City to get regulatory buy-in and early coordination through a pre-application meeting.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - US Army Corps of Engineers
 - South Carolina Department of Health and Environmental Control
 - City of Columbia - Stormwater
 - Richland County
 - Other agencies as required for Archaeological, Cultural, and Threatened and Endangered Species.

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies, and other related items at the 30%, and 90% plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program (the 60% Design Review package will not be subject to this).
- After each Internal Technical Review, Consultant will provide the City copies of plans and specifications for the Project for review and approval at the thirty (30%) and ninety (90%) completion milestones (60% documents will be provided to the City for review but will not have been subjected to the QMS program). Consultant will meet with the City during these milestones to discuss

the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the City by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.

- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the City for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 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.
- This scope assumes the City staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Upon City approval of the 90% design plans, Consultant will prepare and submit easement exhibits. See Task 320 for detail.

620 Permits

- Construction Permit: Upon City approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC), work with SCDHEC and assist the City in efforts to obtain the necessary permits and/or approvals, and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The Consultant is responsible for fees up to \$1,000.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon City approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the City. The Consultant is responsible for

fees associated with the NOI approval process up to \$1,000.

- **Wetlands Permit:** Regulatory coordination will begin at the 30% design by the Consultant. The Consultant will combine the request for an on-site preliminary jurisdictional determination (PJD) from the Corps of Engineers (COE) with a pre-application meeting discussing the site constraints with the regulators. This will be done at the 90% Design Phase when initial regulatory conversations and buy-in have been completed and the design has further progressed toward the final design grading. Consultant will prepare Pre-Construction Notification permit applications for a Nationwide Permit #27 (NWP27) which covers ecological restoration of streams and wetlands. Consultant will prepare all forms, permit plates, calculations of impacts, maps, and other supporting information required to obtain permits. The most current NWP#27 requires documentation of the use of Natural Channel Design in the proposed restoration plans, which Consultant will provide as part of the plan set.
- **Roadway Encroachment Permits:** This scope does not include railroad encroachment permits. If they are required, they can be added by contract amendment.
- **Railroad Permits:** This scope does not include railroad encroachment permits. If they are required, they can be added by contract amendment.
- **The Stream Maintenance project area** is assumed to be a reduced level of effort for permitting due to the minimal grading that would be required to complete the stream maintenance tasks. The project is assumed to be covered under a non-reporting Nationwide Permit #3 for Maintenance.

TASK 700 – Bidding and Award

710 Bidding Assistance

- The Consultant will provide Bidding and Award Assistance including the following:
 - Attending a pre-bid meeting, and
 - Providing one (1) bid addenda exhibits and answers to all contractor questions. If additional addenda or answers to contractor questions are required, they can be added by contract amendment.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- Consultant will provide engineering services during construction.

- After award of the construction contract, Consultant will assist the City with the contract administration and provide periodic observation of the construction work. The construction period for the stream restoration and maintenance activities is estimated to be 20 weeks.
- 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's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with advise the City Construction Coordinator 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 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, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - Consultant will attend 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. The number of meetings is estimated to be 5 based on the construction period.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection

which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.

- Request for Information (RFI): Consultant will review and respond to Contractor's RFI 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 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 test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the City for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the City Consultant or the Contractor and revise 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 Observation: Consultant will perform the following:

- Conduct a walk-through observation with the Contractor and the City to determine if the Project has reached substantial and/or final completion.
- Prepare a punch list of work items remaining.
- Conduct one (1) final observation 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 will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the City informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents. The periodic observation has been estimated at ten (10) hours a week for 20 weeks.

Task 800 will be charged hourly and the City will be updated on the status of these hours on a monthly basis.

TASK 900 – Full Time Construction Inspection

Full time inspection services are not needed. The City has its own inspectors, but to ensure ample field time to review construction we have included periodic construction observation as outlined in 850.

TASK 1000 – Project Closeout

1010 Record Drawings

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

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

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.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format. Drawings will be provided in a digital format compatible to the City's GIS system.

1050 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.

1060 SCDHEC Permits to Operate

- No Permits to Operate are anticipated on this project.

TASK 1100 – Additional Services

1110 General Task

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

- Design and permitting associated with the relocation of water mains, gravity sewer mains, or other utilities.
- Surveying beyond the scope of work outlined in Task 300 or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850.
- FEMA Flood Study or FEMA Flood Impact Analysis.

- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits.
- Easement acquisition.

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

EXHIBIT B

SD8473 - Belvedere Neighborhood Stream Restoration
City of Columbia, SC

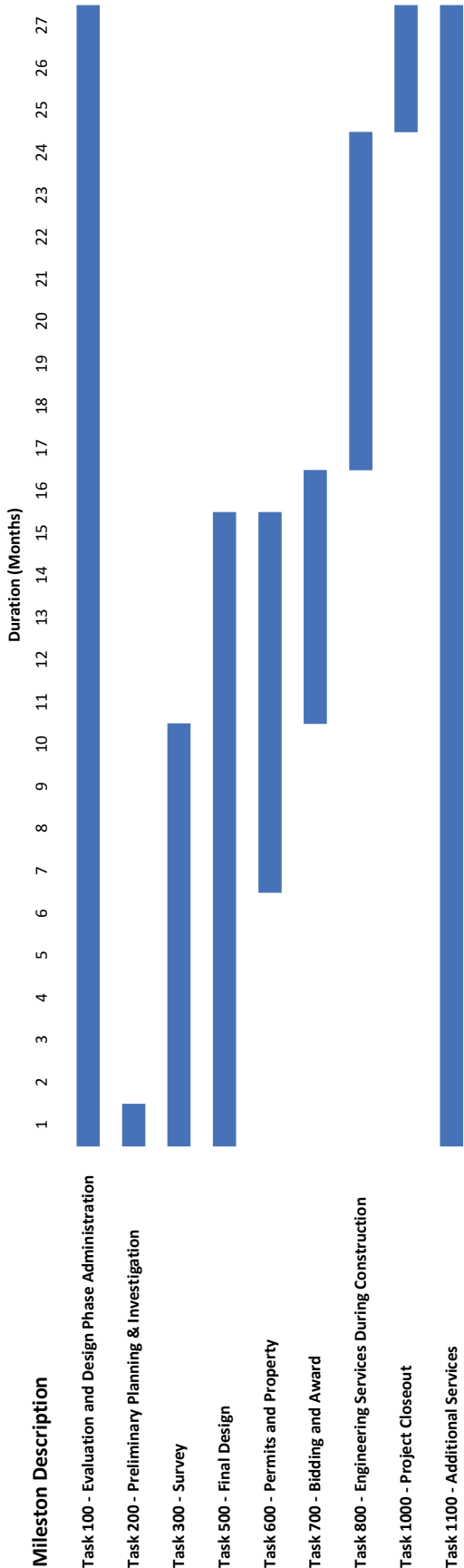


EXHIBIT C

COMPENSATION

The City will compensate the Consultant for services provided under this Proposal on a Time & Materials basis for Tasks 100 through 1100. Task 400 and 900 are not included in this scope of work and have been removed. Billing will be invoiced monthly. Compensation will be as follows:

Task	Contract Value
Task 100 – Evaluation and Design Phase Administration	\$62,845
Task 200 – Preliminary Planning	\$17,285
Task 300 – Survey and Utility Mapping	\$66,910
Task 500 – Final Design	\$132,895
Task 600 – Permits	\$19,030
Task 700 – Bidding and Award	\$3,700
Task 800 – Engineering Services During Construction	\$98,520
Task 1000 – Project Closeout	\$8,250
Task 1100 – Additional Services (10% Allowance)	\$40,943
T&M CONTRACT TOTAL:	\$450,378

AECOM TECHNICAL SERVICES, INC.
HOURLY RATE SCHEDULE

Schedule 2021/2022

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor**Rate per Hour**

Department Head/Vice President	\$270.00
Senior Discipline Lead	\$250.00
Senior Project Manager	\$230.00
Project Manager III	\$220.00
Project Manager II	\$205.00
Project Manager I	\$165.00
Senior Project Engineer	\$175.00
Project Engineer III	\$165.00
Project Engineer II	\$145.00
Project Engineer I	\$135.00
Engineering Associate	\$115.00
Senior Environmental Scientist	\$190.00
Senior Environmental Health & Safety Manager	\$170.00
Senior Hydro Geologist	\$140.00
Environmental Scientist II	\$135.00
Environmental Scientist I	\$100.00
Project Representative	\$110.00
Senior Design Associate	\$160.00
Senior Design Technician	\$120.00
Design Technician	\$95.00
Project Administration	\$105.00
Administrative Services	\$80.00
Student Intern	\$75.00

Regional Survey Manager	\$195.00
Senior Survey Manager	\$165.00
Survey Manager	\$145.00
Project Surveyor	\$125.00
Survey Technician III	\$110.00
Survey Technician II	\$90.00
Survey Technician I	\$70.00
Survey CADD Technician	\$90.00

Senior GIS Project Manager	\$170.00
GIS System Designer	\$170.00
GIS Project Manager	\$145.00
GIS Specialist IV	\$125.00
GIS Specialist III	\$115.00
GIS Specialist II	\$105.00
GIS Specialist I	\$90.00
GIS Technician III	\$85.00
GIS Technician II	\$80.00
GIS Technician I	\$70.00

Other

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

Effective Dates

October 1, 2021 to September 30, 2022

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

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) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Atlantic South Consulting DUNS#145406737 CAGE#3TNP4	V013940	Survey, Wetlands Delineation, Construction Observation & Permitting	\$90,058*** (includes costs below)	20%	MBE, SBE, DBE, CDBE	BM
CECS DUNS# 960785772 Cage#4L6V7	V013460	Wetlands Delineation	\$10,650***	2.36%	NA	NA
Chao & Associates DUNS# 189168735 Cage#3HMY5	V001545	Surveying	\$21,840***	4.85%	SBE, LBE	AM
				%		
				%		

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 \$90,058

TOTAL CONTRACT AMOUNT: \$450,378

***Actual values may
vary due to T&M contract
and actual work
performed.

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

Business Name: AECOM

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

Date: 1/04/2022

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Atlantic South, LLC

Company Name

1939 Remount Road

Physical Address

same as physical

Mailing Address

North Charleston, SC 29406

City/State Zip Code + 4

() 843-823-3742

Phone number

() 843-375-8215

Fax number

Adrian Williams, PE

Primary Contact Name

Christian Williams

Secondary Contact Name

awilliams@atlantic-south.com

Primary Contact Email Address

cwilliams@atlantic-south.com

Secondary Contact Email Address

20-0697741

Federal ID #

V093140

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



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: 1/04/2022 Mentor Amount: \$360,320
Project Name: Belvedere Mentor % of Total Contract: 80%
Project #: SD8473 Protégé Amount: \$90,058.00
Mentor: AECOM Technical Services Protégé % of Total Contract: 20%
Protégé: Atlantic South, LLC Duration of the Project: 22 months
Total Project Contract Amount: \$450,378

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

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

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

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

Address contractual relationship, general roles and informal teaming arrangements.

Atlantic South will provide surveying services, wetland delineation, including plat/deed research and acquisition and preparation of a deliverable AutoCAD file that shows all features and one foot contours. Atlantic South will also provide construction observation services and assist with permitting.

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

This project will allow Atlantic South to perform extensive research, field survey and drafting to provide AECOM with a deliverable that will be the basis for overall plan preparation for this project. This project will also allow Atlantic South extensive construction observation for a stream restoration project and associated permitting.



CITY OF COLUMBIA

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

The protege will gain additional experience with plat and deed research required prior to beginning field survey efforts and will also provide valuable experience preparing the base drawing files for the overall project. Success will be determined based upon the final outcome of the completed project.

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:

Erica King will be the Project Manager. Kevin Krick will assist with Project Management and coordination of resources. Craig Metts will assist as needed and will be the overall client manager. No equipment or resources are required.

Protégé:

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

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

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
CECS	Atlantic South Consulting	Atlantic South Consulting
Chao & Associates	Atlantic South Consulting	Atlantic South Consulting

Special Arrangements:

None



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Phone: 803-545-3950

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

a. Description of Mentor's responsibilities on project:
Addressed in the Scope of Services proposal submitted for the work.

b. Description of Protégé responsibilities on project:

Plat/deed research prior to beginning survey, field survey, preparation of an AutoCAD file reflecting

c. Description of responsibilities that will be completed as a team:
Project kickoff meeting, general project administration related to field survey services, communication and coordination for protege deliverables during the survey, permitting and construction portion of the work.

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

A schedule for each major phase is provided within the submitted project scope of services. Protege will be involved in Task 300, Survey and Utility Mapping; Task 600, Permitting and Task 800 Services During Construction.

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

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

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

Protege will submit invoicing on a monthly basis.



CITY OF COLUMBIA

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by AECOM Technical Services, Inc. (Mentor Firm) this 04 day of January 2022.
Corporate SEAL

By: V. Craig Metts, PE
Title: Associate Vice President
Firm Name: AECOM Technical Services, Inc.



ATTEST:
By: Gary L. Freeman, SR., PE
Title: Vice President

EXECUTED by Atlantic South LLC (Protégé Firm) this 04 day of January 2022.
Corporate SEAL

By: Adrian Williams
Title: President
Firm Name: Atlantic South LLC

ATTEST:
By: Christian Williams
Title: Business Development Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 11 day of February 2022.

By: LaTenya B Germany
Title: Program Compliance Specialist



Stormwater Projects

SD8473 – Belvedere Neighborhood Stream Restoration

Project Description:

This project includes professional design services for a portion of the Smith Branch watershed which includes the Belvedere Neighborhood. The Belvedere Neighborhood has a history of excessive erosion and open drainage vegetation issues. The scope of work will include analysis and preparation of design plans to facilitate construction of a stream restoration effort to address on-going issues in the project area.

Objectives:

This project aims to provide the City with stream restoration and channel maintenance designs that are low-maintenance and cost-effective, and to provide the Smith Branch watershed with water quality improvements.

Project Type:

Stream Restoration and Stabilization

Council District:

2

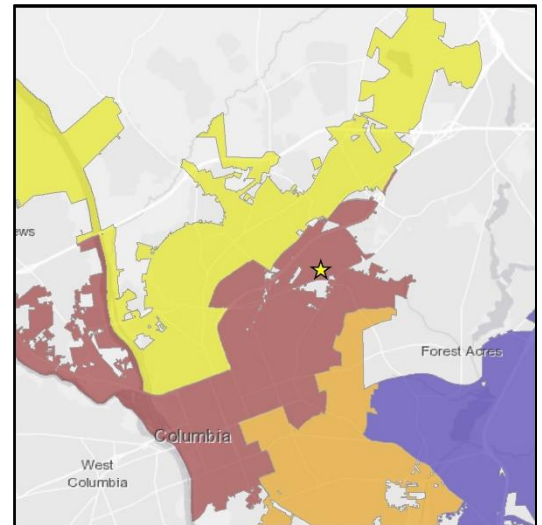
Project Funding:

This project is being funded through the City's Stormwater Bond Program. The rough project cost estimate is \$3 Million. **The current request is for \$450,378 to cover the professional services component of the project.** A more refined construction cost estimate will be developed during the design phase.

Council Request:

City Council is asked to approve a contract for professional services with AECOM in the amount of \$450,378. This contract includes the following services:

- **Data collection:** AECOM will collect all necessary field survey data within the project area in support of plan preparation and final design.
- **Permits and easement acquisition:** AECOM will prepare and submit all necessary project permits to include permitting through the Army Corps of Engineers. AECOM will prepare easement exhibits necessary for project construction.
- **Final design:** AECOM will prepare final design plans and supporting materials for project bidding.
- **Cost Estimating:** AECOM will develop an opinion of probable cost and proposed project schedule to accompany the final design plans.
- **Bidding & Construction Services:** AECOM will attend the pre-bid meeting and assist with bidding and award recommendation. AECOM will also provide construction administration services throughout the duration of construction.
- **Public Outreach:** AECOM will develop material for and attend up to four public outreach "events." This is anticipated to include two in-person public meetings and two update mailers.





Belvedere Neighborhood Stream Restoration

Attachment A of Exhibit A

Columbia, South Carolina



1 inch = 600 feet
 0 300 600
 Feet

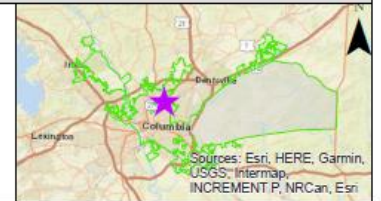
Major Roads

Stream Restoration Area

Stream Maintenance Area

Columbia City Limits

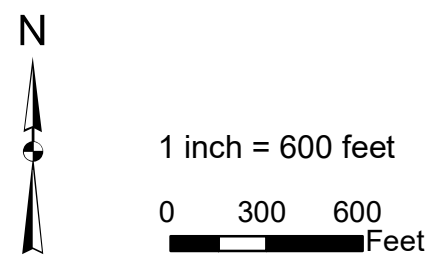
Project Location



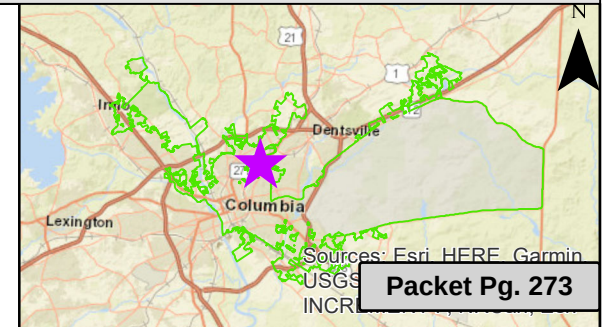


Sources:
1. Columbia city limits and major roads are from the South Carolina Department of Transportation GIS Portal.
2. Aerial imagery is provided by Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community.

**Belvedere Neighborhood
Stream Restoration**
Attachment A of Exhibit A
Columbia, South Carolina



- Major Roads
- Stream Restoration Area
- Stream Maintenance Area
- Columbia City Limits
- Project Location





We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve additional funding for Indefinite Delivery Contracts for Waterline/Hydrant Leaks Restoration Services, as requested by Columbia Water on March 1, 2022. Award to Carolina Tap and Bore, Inc. of West Columbia, SC, Lake Murray Utility Company, Inc. of Chapin, SC, and G.H. Smith Construction, Inc. of Columbia, SC in a cumulative amount of \$600,000.00.

REQUISITION NO.: R210900, R210902, R210903

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution and Maintenance - Maintenance and Service Contract (5516203-638200). The budget amount for this additional funding is \$600,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

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.

This request is to add funding for waterline/hydrant leaks restoration services. The additional funding is intended to carry work through the end of this fiscal year.

ATTACHMENTS:

- **#a:** CA#5 Carolina Tap Bore - Waterline and Hydrant Repairs IDC (PDF)
- **#b:** Signed PO Mod with OBO - CTB - Contract Amendment 5 IDC (PDF)
- **#c:** Executed IDC Agreement - Carolina Tap & Bore (PDF)
- **#d:** CA#5 Lake Murray Utilities - Waterline and Hydrant Repairs IDC (PDF)

- #e: Signed PO Mod and CA#5 Lake Murray Utilities - Waterline and Hydrant Repairs IDC (PDF)
- #f: Executed IDC Agreement - Lk. Murray Utilities (PDF)
- #g: CA#5 GH Smith - Waterline and Hydrant Repairs IDC (PDF)
- #h: Signed PO Mod with OBO - GH Smith - Contract Amendment #5 IDC (PDF)
- #i: Executed IDC Agreement - GH Smith (PDF)

Contract Amendment #5

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Carolina Tap and Bore, Incorporated

March 14, 2022

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Carolina Tap and Bore, Incorporated (Contractor) executed December 3, 2020 (Agreement) to increase funding for waterline/hydrant leak restoration services that includes District 1 repairs, as well as the Greenview subdivision located in District 1.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term December 11, 2020 – December 10, 2021; Purchase Order# P187185):	\$500,000.00
Amendment #1 (Cost Increase/Addition; Purchase Order# P187185):	\$250,000.00
Contract Amendment #2 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Purchase Order# P190489):	\$500,000.00
Contract Amendment #3 (Time Extension December 11, 2021 – December 10, 2022; Purchase Order# P190489):	\$00.00
Contract Amendment #4 (Cost Increase; Purchase Order# P190489):	\$250,000.00
Current Contract Amount:	\$1,500,000.00
This Contract Amendment #5 (Cost Increase; Purchase Order# P190489):	\$200,000.00
Revised Contract Amount:	\$1,700,000.00

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

Carolina Tap and Bore, Incorporated

RICHARD YOUNG

Print Name

Richard Young

Signature

3-22-2021

Date

City of Columbia

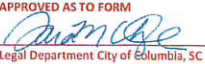
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 3.17.2022

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:	\$ 500,000.00	\$ 320,000.00	80.0%	\$100,000.00	20.0%	\$ 0.00	0.0%
CA#4 (Increase):	\$ 250,000.00	\$ 200,000.00	80.0%	\$ 50,000.00	20.0%	\$ 0.00	0.0%
CA#5 (Increase):	\$ 200,000.00	\$ 160,000.00	80.0%	\$ 40,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 950,000.00	\$ 680,000.00	80.0%	\$190,000.00	20.0%	\$ 0.00	0.0%

MPP Project #/Name: CIP Varies (P190489) Change Order/Contract Amendment #: 05 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 200,000.00

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

Adding funding to the Project to complete additional Water Main Repairs and Fire Hydrant Repairs/Replacement within the District 1 Area including the Greenview Subdivision Area, District 1.

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: \$40,000.00
 - Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Water Main Leak Repairs and Fire Hydrant Repair/Replacement.

- 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 Leak repairs and Fire Hydrant Repairs/Replacement.

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 CAROLINA TAP & BORE INC. (Mentor Firm) this 1st day of March 2022.
 By: Richard Young Title: PRESIDENT
 Firm Name: CAROLINA TAP & BORE INC.

EXECUTED by LG Utility Contractors, Inc. (Protégé Firm) this 1 day of March 2022.
 By: Suzanne B. Leithner 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 amount was \$500,000.00. The original amount received by the protégé was \$100,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$950,000.00. The protégé will receive \$190,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 8 day of March, 2022.

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.



IDEFINITE DELIVERY CONTRACT FOR WATERLINE/HYDRANT LEAKS RESTORATION SERVICES

This Contract is being awarded under the Columbia Water Preapproved Contractors Listing.

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 Carolina Tap & Bore, Inc., (hereinafter referred to as the Contractor), to provide waterline and/or hydrant leaks and restoration work for the City of Columbia, SC.

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
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

CAROLINA TAP & BORE, INC.

Name: Richard J. Young
Title: President
Address: 2430 Morningside Drive
West Columbia, SC 29169
Phone: (803)-739-7056
Email: Ryoung@CarolinaTapandBore.com

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City's guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.

<https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf>

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

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

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 one (1) year, 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.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.
6. **COMPENSATION** – (See Exhibit B)

- A. Each Contract shall be negotiated separately via individual task orders and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Five Hundred Thousand Dollars and No/100 (\$500,000.00).

Compensation for services as specified within the general scope of the Contract will be identified on each Task Order issued as outlined in Exhibit A and will be within the maximum value of the Contract.

There are no guarantees or commitments on projects being awarded.

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

- B. Task Order Administration:

The City will consider the Contractor's effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work.

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Task orders shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Task orders shall not be artificially divided to circumvent procurement regulations.

Task order requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractor; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

- C. The Contractor 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). Contractor 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 Subcontractors shown on Exhibit C hereto.** Each invoice shall bear the signature of the Contractor, 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.
- D. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor 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 Subcontractor or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor 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 Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor 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 Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(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, Contractor debarment.
- F. Affirmative Action Procurement and Contracting Goals:

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

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

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

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor 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.

G. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

The Contractor will ensure Subcontractor 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. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The minimum MPP participation for this Contract is 20%.

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

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this Contract, whether such operation be by itself or by a Subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the 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 Contractor 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 Contractor shall require the Subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance. The Contractor 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 Contractor 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 Contractor 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 Contractor and any Subcontractor of the Contractor 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 Contractor 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 Contractor, its Subcontractor, 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 Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor 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.

9. PERMITS & LICENSES

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.
 - B. The Contractor 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 Contractor 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 Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.
 - C. The Contractor 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 Contractor shall procure a City of Columbia business license while performing services under this Contract.
10. **DUTIES UPON TERMINATION** – At termination of this Contract, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor 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 Contractor's successor. All records shall be free from any proprietary claims or interest. The Contractor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
11. **INTEREST OF CONTRACTOR** – The Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

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

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

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Contract in any annual budget;
- B. The Contractor 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. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- 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 Contractor 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 Contractor 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 Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Contract. 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.

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

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

15. **INDEPENDENT CONTRACTOR** - The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.

17. **ASSIGNABILITY/SUBCONTRACTING** - The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor

shall be as fully responsible to the City for the acts and omission of its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

18. **ACCESS TO RECORDS** - The Contractor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.
19. **DISPUTE RESOLUTION** - In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
20. **GOVERNING LAW** - 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 Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
21. **WHOLE CONTRACT** - This Contract represents the entire Contract between the City and the Contractor 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.
22. **AMENDMENTS** - 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 Contractor.
23. **BREACH/WAIVER** - The failure of either the Contractor 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.
24. **SEVERABILITY** - 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.
25. **ETHICS** - The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

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

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

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

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

This Contract is subject to City Council approval.

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, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Jmg
Witness

Teresa Wilson
Teresa Wilson, City Manager

Date: 12/3/2020

CAROLINA TAP & BORE, INC.

Richard Young / Pres.
Print: Name/Title

Richard Young
Signature

Date: 11-2-2020

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

10/27/20

List of Exhibits

Exhibit A- Bid Information Form

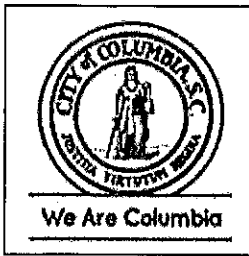
Exhibit B – Task Order Administration

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

Space Left Intentionally Blank

BID FORM
PROJECT NAME: WATER LEAKS - WATER DISTRICT 1
WM4559

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.	52	EA		
2	Saw Cut and Remove Asphalt or Concrete (Quantity calculated as 6' long x 5' wide x 6" thick). To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	58	TN		
3	Remove subgrade as needed (Quantity calculated as 6' long x 5' wide x 4.5' deep). Contractor to insure subgrade meets minimum SCDOT standards. To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	364	TN		
4	Replace Asphalt (6' long x 5' wide x 4" Binder Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	39	TN		
5	Replace Asphalt (6' long x 5' wide x 2" Surface Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness, and by tickets provided to City's Inspector. Sites to be on each ticket.	20	TN		
6	Backfill Water Main with Tamped Sand Clay (6' long x 1 ft for bedding & 1 ft around 6" pipe). Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	100	TN		
7	#57 Stone (Quantity calculated as 6' long x 2.5' wide x 1.5' deep). Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	61	TN		
8	Flowfill ditch line (Quantity calculated as 6' long x 5' wide x 3' deep). To be paid by tickets provided to City's Inspector. Sites to be on each ticket.	175	CY		
9	Concrete (4000 PSI) Road Repair (12' long x 5' wide x 6" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded Concrete thickness and/or by tickets provided to City's Inspector. Sites to be on each ticket.	58	CY		
10	Curb and gutter (8' length) Sites to be on each ticket.	24	LF		
11	Sidewalk (5' long x 5' wide x 4" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the City's Inspector and recorded Concrete thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	15	CY		
12	Restoration (to include but not limited to sod replacement) (52 sites * 0.03)	1.56	AC		
13	6" and above water main repair (Repair band)	6	EA		
14	4" and less water main repair (Repair band)	4	EA		
15	Pipe Replacement 2" Rollo Polyethylene Water Main (Including Appurtenances)	20	LF		
16	Pipe Replacement 4"-8" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
17	Pipe Replacement 8"-10" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
18	Pipe Replacement 12"-16" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
19	Pipe Replacement 24" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
20	2" Gate Valve and box, MJ	1	EA		
21	4" Gate valve and box, MJ	1	EA		
22	6" Gate valve and box, MJ	5	EA		
23	8" Gate valve and box, MJ	1	EA		
24	10" Gate valve and box, MJ	1	EA		
25	12" Gate valve and box, MJ	1	EA		
26	16" Gate valve and box, MJ	1	EA		
27	24" Gate valve and box, MJ	1	EA		
28	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene 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.	15	EA		
29	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene 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		
SUBTOTAL:					
30	Mobilization (Not to exceed 10% of total bid per Specification 15.57.2)	52	EA		
TOTAL BID:					



(Name of Consultant)
(CIP Number AND Name of Project)

EXHIBIT B – TASK ORDER FORM FOR CONSTRUCTION SERVICES

Task Order Number: _____

This Task Order to the Contract for Construction Services between the City of Columbia and _____, dated _____ (Contract) provides for the following Construction Services for Waterline/Hydrant Leaks Restoration Services Project:

Project Name:

Scope of Work: *(attach Contractor's Proposal)*

Compensation:

The Contractor's compensation for the above described services shall be:

Summary of Compensation:

Task Order 1	\$
Task Order 2	\$
Task Order 3	\$
Task Order 4	\$ <u>0,000.00</u>
Total Previous Task Orders	\$
 This Task Order 5	 \$ _____ .00
 Total Approved Compensation to Date:	 \$

Schedule:

Date of Commencement:
Days allowed to complete the Task Order
Date of Substantial Completion

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

NAME OF FIRM

Print: Name/Title

Signature

Date: _____

Recommended by:

Dana R. Higgins, P.E., LEED AP, Director of Engineering

Date

Business Information Record for Subconsultants/Subcontractors

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

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

[illegible]**Key: Minority/Women Owned Business Enterprise Association Code**

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

COMBINED TOTAL SUB AMOUNT \$ _____
TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: -

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code + 4 _____

(____) _____

Phone number

(____) _____

Fax number

Primary Contact Name _____

Secondary Contact Name _____

Primary Contact Email Address _____

Secondary Contact Email Address _____

Federal ID # _____

Vendor # _____

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

Company Name _____

Physical Address _____

Mailing Address _____

City/State Zip Code + 4 _____

(____) _____

Phone number

(____) _____

Fax number

Primary Contact Name _____

Secondary Contact Name _____

Primary Contact Email Address _____

Secondary Contact Email Address _____

Federal ID # _____

Vendor # _____

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____
Phone number

(_____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____
Phone number

(_____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

Contract Amendment #5

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Lake Murray Utility Company, Incorporated

March 14, 2022

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Lake Murray Utility Company, Incorporated (Contractor) executed December 3, 2020 (Agreement) to increase funding for waterline/hydrant leak restoration services to continue repairs within the Friarsgate Subdivision located in District 5.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term December 11, 2020 – December 10, 2021; Purchase Order# P187184):	\$250,000.00
Amendment #1 (Cost Increase/Addition; Purchase Order# P187184):	\$150,000.00
Contract Amendment #2 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Purchase Order# P190334):	\$400,000.00
Contract Amendment #3 (Time Extension December 11, 2021 – December 10, 2022; Purchase Order# P190334):	\$00.00
Contract Amendment #4 (Cost Increase; Purchase Order# P190334):	\$350,000.00
Current Contract Amount:	\$1,150,000.00
This Contract Amendment #5 (Cost Increase; Purchase Order# P190334):	\$200,000.00
Revised Contract Amount:	\$1,350,000.00

This Change is Acceptable:

Name of Firm

Lake Murray Utility Company, Incorporated

R. Jennings Parker

Print Name

R. Jennings Parker

Signature

3-18-2022

Date

City of Columbia

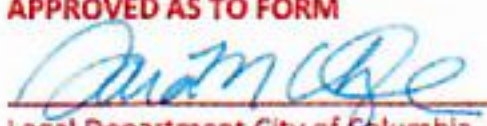
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 3.17.2022

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:	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
Current Contract:	\$ 399,060.22	\$ 319,248.18	80.0%	\$ 79,812.04	20.0%	\$ 0.00	0.0%
Remaining Contract:	\$ 939.78	\$ 751.82	100.0%	\$ 187.96	0.0%	\$ 0.00	0.0%
CA#4 (Increase):	\$ 350,000.00	\$ 200,000.00	80.0%	\$ 70,000.00	20.0%	\$ 0.00	0.0%
CA#5 (Increase):	\$ 200,000.00	\$ 160,000.00	80.0%	\$ 40,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 950,000.00	\$ 680,000.00	80.0%	\$190,000.00	20.0%	\$ 0.00	0.0%

MPP Project #/Name: CIP Varies (P190334) **Change Order/Contract Amendment #:** 05 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 200,000.00

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

Adding funding to the Project to complete additional Water Main Repairs and Fire Hydrant Repairs/Replacement within the Friarsgate Subdivision, District 5.

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: \$40,000.00
 - Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Water Main Leak Repairs and Fire Hydrant Repair/Replacement.

- 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 Leak repairs and Fire Hydrant Repairs/Replacement.

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 15th day of March 2022.
 By: R. Jennings Parker Title: President
 Firm Name: Lake Murray Utility Company, Inc.

EXECUTED by John W. Brown (Protégé Firm) this 15th day of March 2022.
 By: John W. Brown Title: President
 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 amount was \$400,000.00. The original amount received by the protégé was \$80,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$950,000.00. The protégé will receive \$190,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 8 day of March, 2022.

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.



IDEFINITE DELIVERY CONTRACT FOR WATERLINE/HYDRANT LEAKS RESTORATION SERVICES

This Contract is being awarded under the Columbia Water Preapproved Contractors Listing.

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 Lake Murray Utility Company, Inc., (hereinafter referred to as the Contractor), to provide waterline and/or hydrant leaks and restoration work for the City of Columbia, SC.

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
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

LAKE MURRAY UTILITY COMPANY, INC.

Name: R. Jennings Parker
Title: President
Address: P.O. Box 1089
Chapin, SC 29036
Phone: (803)-739-7056
Email: cherylgootee@bellsouth.net

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City’s guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
<https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf>

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

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

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 one (1) year, 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.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.
6. **COMPENSATION** – (See Exhibit B)

- A. Each Contract shall be negotiated separately via individual task orders and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00).

Compensation for services as specified within the general scope of the Contract will be identified on each Task Order issued as outlined in Exhibit A and will be within the maximum value of the Contract.

There are no guarantees or commitments on projects being awarded.

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

- B. Task Order Administration:

The City will consider the Contractors effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Task orders shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Task orders shall not be artificially divided to circumvent procurement regulations.

Task order requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

- C. The Contractor 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). Contractor 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 Subcontractors shown on Exhibit C hereto.** Each invoice shall bear the signature of the Contractor, 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.
- D. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor 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 Subcontractor or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor 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 Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor 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 Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(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, Contractor debarment.

F. Affirmative Action Procurement and Contracting Goals:

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

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

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

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor 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.

G. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

The Contractor will ensure Subcontractor 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. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The minimum MPP participation for this Contract is 20%.

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

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this Contract, whether such operation be by itself or by a Subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the 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 Contractor 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 Contractor shall require the Subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance. The Contractor 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 Contractor 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 Contractor 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 Contractor and any Subcontractor of the Contractor 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 Contractor 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 Contractor, its Subcontractor, 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 Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor 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.

9. **PERMITS & LICENSES**

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor 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 Contractor 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 Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.
- C. The Contractor 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 Contractor shall procure a City of Columbia business license while performing services under this Contract.

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

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

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

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

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Contract in any annual budget;
- B. The Contractor 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. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- 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 Contractor 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 Contractor 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 Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Contract. 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.

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

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

15. **INDEPENDENT CONTRACTOR** - The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.

17. **ASSIGNABILITY/SUBCONTRACTING** - The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor

shall be as fully responsible to the City for the acts and omission of its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

18. **ACCESS TO RECORDS** - The Contractor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.
19. **DISPUTE RESOLUTION** - In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
20. **GOVERNING LAW** - 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 Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
21. **WHOLE CONTRACT** - This Contract represents the entire Contract between the City and the Contractor 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.
22. **AMENDMENTS** - 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 Contractor.
23. **BREACH/WAIVER** - The failure of either the Contractor 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.
24. **SEVERABILITY** - 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.
25. **ETHICS** - The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

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

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

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

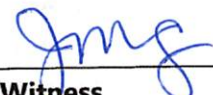
Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

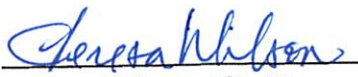
This Contract is subject to City Council approval.

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, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

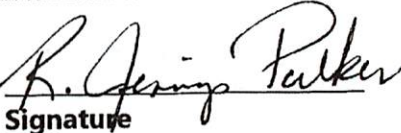

Witness


Teresa Wilson, City Manager

Date: 12/3/2020

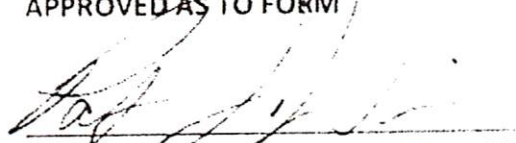
LAKE MURRAY UTILITY COMPANY, INC.

R. Jennings Parker
Print: Name/Title
President


Signature

Date: 10-29-2020

APPROVED AS TO FORM


Legal Department City of Columbia, SC
10/27/20

List of Exhibits

Exhibit A- Bid Information Form

Exhibit B – Task Order Administration

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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BID FORM
PROJECT NAME: WATER LEAKS - WATER DISTRICT 1
WM4559

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.	52	EA		
2	Saw Cut and Remove Asphalt or Concrete (Quantity calculated as 6' long x 5' wide x 6" thick). To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	58	TN		
3	Remove subgrade as needed (Quantity calculated as 6' long x 5' wide x 4.5' deep). Contractor to insure subgrade meets minimum SCDOT standards. To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	364	TN		
4	Replace Asphalt (6' long x 5' wide x 4" Binder Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	39	TN		
5	Replace Asphalt (6' long x 5' wide x 2" Surface Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness, and by tickets provided to City's Inspector. Sites to be on each ticket.	20	TN		
6	Backfill Water Main with Tamped Sand Clay (6' long x 1 ft for bedding & 1 ft around 6" pipe) Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	100	TN		
7	#57 Stone (Quantity calculated as 6' long x 2.5' wide x 1.5' deep). Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	61	TN		
8	Flowfill ditch line (Quantity calculated as 6' long x 5' wide x 3' deep) To be paid by tickets provided to City's Inspector. Sites to be on each ticket.	175	CY		
9	Concrete (4000 PSI) Road Repair (12' long x 5' wide x 6" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded Concrete thickness and/or by tickets provided to City's Inspector. Sites to be on	58	CY		
10	Curb and gutter (8' length) Sites to be on each ticket.	24	LF		
11	Sidewalk (5' long x 5' wide x 4" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the City's Inspector and recorded Concrete thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	16	CY		
12	Restoration (to include but not limited to sod replacement) (52 sites * 0.03)	1.56	AC		
13	6" and above water main repair (Repair band)	6	EA		
14	4" and less water main repair (Repair band)	4	EA		
15	Pipe Replacement 2" Rolled Polyethylene Water Main (Including Appurtenances)	20	LF		
16	Pipe Replacement 4"-6" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
17	Pipe Replacement 8"-10" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
18	Pipe Replacement 12"-16" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
19	Pipe Replacement 24" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
20	2" Gate valve and box, MJ	1	EA		
21	4" Gate valve and box, MJ	1	EA		
22	6" Gate valve and box, MJ	5	EA		
23	8" Gate valve and box, MJ	1	EA		
24	10" Gate valve and box, MJ	1	EA		
25	12" Gate valve and box, MJ	1	EA		
26	16" Gate valve and box, MJ	1	EA		
27	24" Gate valve and box, MJ	1	EA		
28	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene 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.	15	EA		
29	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene 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		
				SUBTOTAL:	
30	Mobilization (Not to exceed 10% of total bid per Specification 15.57.2)	52	EA		
				TOTAL BID:	



(Name of Consultant)
(CIP Number AND Name of Project)

EXHIBIT B – TASK ORDER FORM FOR CONSTRUCTION SERVICES

Task Order Number: _____

This Task Order to the Contract for Construction Services between the City of Columbia and _____, dated _____ (Contract) provides for the following Construction Services for Waterline/Hydrant Leaks Restoration Services Project:

Project Name:

Scope of Work: *(attach Contractor's Proposal)*

Compensation:

The Contractor's compensation for the above described services shall be:

Summary of Compensation:

Task Order 1	\$
Task Order 2	\$
Task Order 3	\$
Task Order 4	\$ <u>0,000.00</u>
Total Previous Task Orders	\$
This Task Order 5	\$ <u>.00</u>
Total Approved Compensation to Date:	\$

Schedule:

Date of Commencement:
Days allowed to complete the Task Order
Date of Substantial Completion

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:_____

NAME OF FIRM

Print: Name/Title

Signature

Date:_____

Recommended by:

Dana R. Higgins, P.E., LEED AP, Director of Engineering

Date

Business Information Record for Subconsultants/Subcontractors

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

Contract Amendment #5

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

GH Smith Construction, Incorporated

March 14, 2022

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and GH Smith Construction, Incorporated (Contractor) executed December 3, 2020 (Agreement) to increase funding for waterline/hydrant leak restoration services to continue repairs within District 2.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term December 11, 2020 – December 10, 2021; Purchase Order# P187183):	\$250,000.00
Amendment #1 (Cost Increase/Addition; Purchase Order# P187183):	\$200,000.00
Contract Amendment #2 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Purchase Order# P190333):	\$400,000.00
Contract Amendment #3 (Time Extension December 11, 2021 – December 10, 2022; Purchase Order #P190333):	\$00.00
Contract Amendment #4 (Cost Increase; Purchase Order #P190333):	\$350,000.00
Current Contract Amount:	\$1,200,000.00
This Contract Amendment #5 (Cost Increase; Purchase Order #P190333):	\$200,000.00
Revised Contract Amount:	\$1,400,000.00

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

GH Smith Construction, Incorporated

Print Name

Harold S. McCane

Signature

Harold S. McCane

Date

3/18/22**City of Columbia**

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Teresa Wilson
 Legal Department City of Columbia, SC
 3.17.2022

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:	\$ 400,000.00	\$ 320,000.00	80.0%	\$ 80,000.00	20.0%	\$ 0.00	0.0%
CA#4 (Increase):	\$ 350,000.00	\$ 200,000.00	80.0%	\$ 70,000.00	20.0%	\$ 0.00	0.0%
CA#5 (Increase):	\$ 200,000.00	\$ 160,000.00	80.0%	\$ 40,000.00	20.0%	\$ 0.00	0.0%
Revised Contract:	\$ 950,000.00	\$ 680,000.00	80.0%	\$ 190,000.00	20.0%	\$ 0.00	0.0%

MPP Project #/Name: CIP Varies (P190333) Change Order/Contract Amendment #: 05 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 200,000.00

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

Adding funding to the Project to complete additional Water Main Repairs and Fire Hydrant Repairs/Replacement within District 2.

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: \$40,000.00
 - Please indicate the services the protégé will be providing for this change order/amendment (in box below):

Water Main Leak Repairs and Fire Hydrant Repair/Replacement.

- 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 Leak repairs and Fire Hydrant Repairs/Replacement.

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 Gerald H. Smith (Mentor Firm) this 2nd day of March 2022.

By: [Signature] Title: _____

Firm Name: GH Smith Construction, Inc.

EXECUTED by Carol Smoak (Protégé Firm) this 2nd day of March 2022.

By: Carol Smoak Title: Owner

Firm Name: Smoak Construction, LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$400,000.00. The original amount received by the protégé was \$80,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$950,000.00. The protégé will receive \$190,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 8 day of March, 2022.

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.



IDEFINITE DELIVERY CONTRACT FOR WATERLINE/HYDRANT LEAKS RESTORATION SERVICES

This Contract is being awarded under the Columbia Water Preapproved Contractors Listing.

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 GH Smith Construction, Inc., (hereinafter referred to as the Contractor), to provide waterline and/or hydrant leaks and restoration work for the City of Columbia, SC.

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
 Phone: (803) 545-3470
 Fax: (803) 758-1013
 Email: procurement@columbiasc.gov

GH SMITH CONSTRUCTION, INC.

Name: Gerald H. Smith
 Title: President
 Address: 430 Shuler Court
 Columbia, SC 29212
 Phone: (803)-781-5460
 Email: ghsmithconst@aol.com

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City's guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
<https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf>

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

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

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 one (1) year, 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.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.
6. **COMPENSATION** – (See Exhibit B)

- A. Each Contract shall be negotiated separately via individual task orders and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00).

Compensation for services as specified within the general scope of the Contract will be identified on each Task Order issued as outlined in Exhibit A and will be within the maximum value of the Contract.

There are no guarantees or commitments on projects being awarded.

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

- B. Task Order Administration:

The City will consider the Contractors effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Task orders shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Task orders shall not be artificially divided to circumvent procurement regulations.

Task order requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

- C. The Contractor 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). Contractor 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 Subcontractors shown on Exhibit C hereto.** Each invoice shall bear the signature of the Contractor, 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.
- D. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor 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 Subcontractor or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor 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 Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor 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 Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(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, Contractor debarment.

F. Affirmative Action Procurement and Contracting Goals:

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

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

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

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor 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.

G. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

The Contractor will ensure Subcontractor 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. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The minimum MPP participation for this Contract is 20%.

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

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this Contract, whether such operation be by itself or by a Subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the 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 Contractor 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 Contractor shall require the Subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance. The Contractor 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 Contractor 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 Contractor 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 Contractor and any Subcontractor of the Contractor 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 Contractor 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 Contractor, its Subcontractor, 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 Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor 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.

9. **PERMITS & LICENSES**

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor 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 Contractor 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 Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.
- C. The Contractor 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 Contractor shall procure a City of Columbia business license while performing services under this Contract.

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

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

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

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

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Contract in any annual budget;
- B. The Contractor 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. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- 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 Contractor 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 Contractor 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 Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Contract. 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.

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

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

15. **INDEPENDENT CONTRACTOR** - The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.

17. **ASSIGNABILITY/SUBCONTRACTING** - The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor

shall be as fully responsible to the City for the acts and omission of its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

18. **ACCESS TO RECORDS** - The Contractor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.
19. **DISPUTE RESOLUTION** - In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
20. **GOVERNING LAW** - 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 Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
21. **WHOLE CONTRACT** - This Contract represents the entire Contract between the City and the Contractor 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.
22. **AMENDMENTS** - 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 Contractor.
23. **BREACH/WAIVER** - The failure of either the Contractor 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.
24. **SEVERABILITY** - 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.
25. **ETHICS** - The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

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

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

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

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

This Contract is subject to City Council approval.

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, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Jmg
Witness

Teresa Wilson
Teresa Wilson, City Manager

Date: 12/3/2020

GH SMITH CONSTRUCTION, INC.

Gerald H. Smith [Signature]
Print: Name/Title Pres. Signature

Date: 10/27/20

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

10/27/20

List of Exhibits

Exhibit A- Bid Information Form

Exhibit B – Task Order Administration

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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BID FORM
PROJECT NAME: WATER LEAKS - WATER DISTRICT 1
WM4559

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.	52	EA		
2	Saw Cut and Remove Asphalt or Concrete (Quantity calculated as 6' long x 5' wide x 6" thick). To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	58	TN		
3	Remove subgrade as needed (Quantity calculated as 6' long x 5' wide x 4.5' deep). Contractor to insure subgrade meets minimum SCDOT standards. To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	364	TN		
4	Replace Asphalt (6' long x 5' wide x 4" Binder Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	39	TN		
5	Replace Asphalt (6' long x 5' wide x 2" Surface Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness, and by tickets provided to City's Inspector. Sites to be on each ticket.	20	TN		
6	Backfill Water Main with Tamped Sand Clay (6' long x 1 ft for bedding & 1 ft around 6" pipe) Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	100	TN		
7	#57 Stone (Quantity calculated as 6' long x 2.5' wide x 1.5' deep). Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	61	TN		
8	Flowfill ditch line (Quantity calculated as 6' long x 5' wide x 3' deep) To be paid by tickets provided to City's Inspector. Sites to be on each ticket.	175	CY		
9	Concrete (4000 PSI) Road Repair (12' long x 5' wide x 6" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded Concrete thickness and/or by tickets provided to City's Inspector. Sites to be on	58	CY		
10	Curb and gutter (8' length) Sites to be on each ticket.	24	LF		
11	Sidewalk (5' long x 5' wide x 4" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the City's Inspector and recorded Concrete thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	16	CY		
12	Restoration (to include but not limited to sod replacement) (52 sites * 0.03)	1.56	AC		
13	6" and above water main repair (Repair band)	6	EA		
14	4" and less water main repair (Repair band)	4	EA		
15	Pipe Replacement 2" Rolled Polyethylene Water Main (Including Appurtenances)	20	LF		
16	Pipe Replacement 4"-6" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
17	Pipe Replacement 8"-10" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
18	Pipe Replacement 12"-16" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
19	Pipe Replacement 24" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
20	2" Gate valve and box, MJ	1	EA		
21	4" Gate valve and box, MJ	1	EA		
22	6" Gate valve and box, MJ	5	EA		
23	8" Gate valve and box, MJ	1	EA		
24	10" Gate valve and box, MJ	1	EA		
25	12" Gate valve and box, MJ	1	EA		
26	16" Gate valve and box, MJ	1	EA		
27	24" Gate valve and box, MJ	1	EA		
28	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene 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.	15	EA		
29	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene 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		
				SUBTOTAL:	
30	Mobilization (Not to exceed 10% of total bid per Specification 15.57.2)	52	EA		
				TOTAL BID:	



(Name of Consultant)
(CIP Number AND Name of Project)

EXHIBIT B – TASK ORDER FORM FOR CONSTRUCTION SERVICES

Task Order Number: _____

This Task Order to the Contract for Construction Services between the City of Columbia and _____, dated _____ (Contract) provides for the following Construction Services for Waterline/Hydrant Leaks Restoration Services Project:

Project Name:

Scope of Work: *(attach Contractor's Proposal)*

Compensation:

The Contractor's compensation for the above described services shall be:

Summary of Compensation:

Task Order 1	\$
Task Order 2	\$
Task Order 3	\$
Task Order 4	\$ <u>0,000.00</u>
Total Previous Task Orders	\$
This Task Order 5	\$ <u>.00</u>
Total Approved Compensation to Date:	\$

Schedule:

Date of Commencement:
Days allowed to complete the Task Order
Date of Substantial Completion

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:_____

NAME OF FIRM

Print: Name/Title

Signature

Date:_____

Recommended by:

Dana R. Higgins, P.E., LEED AP, Director of Engineering

Date

Business Information Record for Subconsultants/Subcontractors

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Professional Services Agreement for Project SD8013; Eightmile Branch and Windsor Hill Evaluation, as requested by Columbia Water on February 21, 2022. Award to Thomas and Hutton in an amount not to exceed \$797,465.00. The firm is located in Columbia, SC.

REQUISITION NO.: R215186

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Improvement Capital Project Control - 8-Mile Branch-Danfield to Chin - Capital Project Cost (5549999-SD801301-658650). The original budget amount is \$797,465.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Thomas and Hutton is the mentor and will perform a flood study and evaluate the Eightmile Branch for the City of Columbia at 39.68% (\$316,465.00) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide evaluation and design phase administration, preliminary planning, investigation, engineering, and alternatives analysis, survey and utility mapping, components of final design, and construction administration services at 24.03% (\$191,600.00) of the total contract amount.

The following subconsultant will provide additional services:

Biohabitats, Inc., of Baltimore, MD, will provide stream restoration services at 30.62% (\$244,200.00) of the total contract amount.

Terracon Consulting Engineers, of North Charleston, SC, will provide geotechnical and environmental services at 5.67% (\$45,200.00) of the total contract amount.

There were twenty (20) responses for RFQ004-17-18 SL Stormwater Professional Services CIP.

The initial term of the agreement is two years.

Under this contract, Thomas & Hutton will provide design services for stream restoration and infrastructure evaluation and possible upgrades within the Eightmile Branch watershed. Eightmile Branch experiences severe erosion and sedimentation issues as well as pipe capacity issues

ATTACHMENTS:

- **#a:** APPROVED 22012182 SD8013 Eightmile Branch Agreement (PDF)
- **#b:** Location Map SD8013 Eightmile Branch Phase II (PDF)
- **#c:** SD8013 Eightmile Council Memo (PDF)

Thomas & Hutton
Eightmile Branch and Windsor Hill Evaluation SD8013



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-17-18-SL
Stormwater Professional Services

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Thomas and Hutton, (hereinafter referred to as the "Consultant,"), to perform a flood study and evaluate the Eightmile Branch for the City of Columbia, SC.

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

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial

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term of two (2) years, with the option to continue with work at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Seven Hundred Ninety-Seven Thousand, Four Hundred Sixty-Five Dollars and No/100 (\$797,465.00).

 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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C. Invoicing Procedure

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

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

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

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 24.03%.

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

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

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

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

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to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

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

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- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.
10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
11. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
- The Consultant is expected to make Consultants services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.
12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

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

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

Thomas & Hutton
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claim in quantum meruit or any other measure of damages other than that stated herein.

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

City of Columbia

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

Thomas & Hutton

Name: William Lamb, Jr.
Title: Project Manager
Address: 1501 Main Street, Suite 760
Columbia, SC 29201
Phone: 803-727-4571
Email: lamb.w@thomasandhutton.com

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

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South*

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- Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any

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notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

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

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall

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- not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status,

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- political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant operations, including, but not limited to the Consultant employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this

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Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

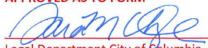
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

THOMAS & HUTTON

APPROVED AS TO FORM

Legal Department City of Columbia, SC
3.17.2022

Print: Name/Title

Signature

Date: _____

(Corporate Seal)

Attest

Signature

Date: _____

Thomas & Hutton
Eightmile Branch and Windsor Hill Evaluation SD8013

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 – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SD8013 **Eightmile Branch and Windsor Hill Evaluation & Flood Study – PHASE 2**

On June 19, 2018, the City of Columbia requested a proposal from Thomas & Hutton to perform a flood study and to evaluate the Eightmile Branch Tributary 1 drainage basin in the Windsor Hill neighborhood to update and improve stormwater infrastructure and channel conveyances within a portion of the Eightmile Branch watershed. The drainage area to the confluence of Eightmile Branch and Eightmile Branch Tributary 1 (approximately 325' east of the intersection of Robert Springs Road & Raven Hill Road) is approximately 512 acres. The initial Phase 1 scope of work was completed in September 2019, and included the following tasks:

Phase 1 – Data Collection and Study Phase - Tasks 100 and 200

- Kick-off Meeting
- Monthly Progress Meetings
- Coordination Meetings
- Project Management and Coordination
- Data Collection
- Site Reconnaissance
- Basin and Sub-basin Mapping
- Hydrologic & Hydraulic (H&H) Analysis/Calculations
- Preliminary Design
- Preliminary Opinion of Probable Cost
- Alternatives Analysis
- Recommendations

Following the completion of Phase 1 and the subsequent review and discussion of the study's recommendations, a list of recommended projects was agreed upon for implementation. The recommended projects include design and construction phase engineering services for stream restoration of Reach 1 and Reach 4 and the conceptual design phase engineering services for a portion of the storm drainage system upgrades defined in Alternative C4 (from the intersection of Beltline Blvd and Victory St downstream to Eightmile Branch Tributary 1). Additionally, the City has requested the identification of proposed conceptual solutions for reoccurring maintenance issues the City has been dealing with in the vicinity of TMS# 12104-10-16. The attached Exhibit 1 depicts the proposed projects to be designed, permitted, and implemented under this scope of work. In general, Thomas & Hutton (Consultant) will provide the following scope of services under this contract for Phase 2 of this project:

Phase 2 – Final Design, Permitting, and Construction - Tasks 100 to 1100

- Kick-off Meeting
- Project Progress Meetings
- Coordination Meetings
- Project Management and Coordination
- Geotechnical Investigation
- SUE Evaluations
- Wetland Delineation
- Design Survey
- Final Design
- Plan Production
- Utility Coordination
- Permitting
- Easements and/or Property Acquisition
- Office Services
- Field – Construction Services
- Project Close Out

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Infrastructure Engineering, P.C. as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and construction progress meetings with the City as outlined
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 800.
- Provide monthly progress reports.

- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager for duration of construction portion of the project. This is assumed to be 11 months for 11 meetings.
- 60% and 90% design review meetings in Task item 270 – Two (2) meetings total (this is considered 30% total project review meeting).
- 60% and 90%, review of design meetings in Task item 570 – Two (2) meetings total
- One (1) pre-bid meetings in Task item 710.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

- Consultant will prepare material for and attend up to three public outreach "events." This is anticipated to include two in-person public meetings and one update mailer.

150 Mentor-Protégé Program

Consultant and Highfill Infrastructure Engineering, P.C. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Highfill Infrastructure Engineering, P.C.

- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternatives Analysis

210 General Data Collection, Field Reconnaissance and Coordination

- Consultant will utilize Highfill Infrastructure Engineering, P.C. for general data collection, field reconnaissance, and coordination.
- Consultant will request updated shapefiles from the CITY for its water, sewer, and stormwater utilities located within the project areas. Consultant will assess these data broadly assessing the prevalence of potential conflicts in the areas of potential improvements.
- Consultant will review previously collected record drawings and request, as needed, additional record drawings from CITY for existing water and sewer utilities within the anticipated construction corridors.
- Consultant will complete field reconnaissance along project areas to observe, record, and discuss utility data. Provide summary of data collected and figure of utilities observed within project areas.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, Consultant will contact known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination

- Consultant will utilize Highfill Infrastructure Engineering, P.C. for preliminary utility coordination.
- Consultant will contact known utilities that may have jurisdiction in the project area to coordinate any easement, encroachments, and design considerations to be addressed. Consultant will provide summary of correspondence with utilities and received coordination recommendations.

250 Conceptual Plans

- Task 250 - Conceptual Plans will be limited to the proposed pipe upgrade work and addressing the maintenance issues along Eightmile Branch Tributary 1 in the vicinity of TMS# 12104-10-16. Conceptual plans for the stream restoration work was completed under the 2019 contract.
- Consultant will prepare a conceptual design (30%) for the proposed pipe upgrade projects as defined in Exhibit 1, depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor for the proposed storm drainage improvements. The scope includes the preparation of plan and profile sheets and details sheets for this portion of the project.
- Consultant will prepare a conceptual design (30%) for the proposed solutions for reoccurring maintenance issues the City has been dealing with in the vicinity of TMS# 12104-10-16, depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor for the proposed improvements. The scope includes the preparation of plan and profile sheets and details sheets for this portion of the project.
- Consultant will utilize Highfill Infrastructure Engineering, P.C. to prepare and submit conceptual drawings (30%) depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor for any water and sewer utility relocations resulting from and the stormwater pipe upgrades as identified in Exhibit 1. Scope includes preparation of up to three (3) plan and profile sheets and up to one (1) standard detail sheets.

260 Opinion of Probable Construction Cost and Schedule

- Task 260 - Opinion of Probable Construction Cost and Schedule will be limited to the proposed pipe upgrade work and addressing the maintenance issues along Eightmile Branch Tributary 1 in the vicinity of TMS# 12104-10-16.

- Consultant will submit an Opinion of the Probable Construction Cost (OPCC) and estimated schedule for the proposed pipe upgrade projects as defined in Exhibit 1. The OPCC will include construction costs, contingencies, and other related items, and is to be submitted with the plans per Task 250. 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 OPCC provided under this task.
- Consultant will utilize Highfill Infrastructure Engineering, P.C. to prepare an Opinion of the Probable Construction Cost (OPCC) for any water and sewer utility relocations resulting from design the stormwater pipe upgrades as identified in in Exhibit 1. The OPCC will include construction costs, contingencies, and other related items, and is to be submitted with the plans per Task 250. 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 OPCC provided under this task.

270 Conceptional Design Reviews

- Task 270 – Conceptual Design Reviews will be limited to the proposed pipe upgrade work and addressing the maintenance issues along Eightmile Branch Tributary 1 in the vicinity of TMS# 12104-10-16.
- Consultant will conduct an internal Quality Control and Constructability review of the Consultants drawings and OPCC provided under Task 200 at the draft and final review milestones. This review will be conducted prior to submitting to the City.

TASK 300 – Survey and Utility Mapping

Once the final alignment for the proposed projects has been confirmed by the CITY, field investigations for that alignment shall be conducted in support of plan preparation and final design. In some cases limited Task 300 services may be needed to complete Task 200.

Consultant will utilize Highfill Infrastructure Engineering, P.C. and/or their subcontractors to complete field surveying withing the survey areas defined by Exhibit 2.

310 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.

- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying within the survey areas as defined by the attached Exhibit 2. Relevant visual or physical features along the route will be surveyed, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed survey area to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at water crossings within the proposed survey area. Significant rock outcroppings shall be identified. Limits of survey shall be reevaluated at the end of Task 200 for any necessary adjustments to the survey area.
- Locate both horizontally and vertically within the survey area exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- Consultant shall in areas where utility info is needed, but not provided, obtain underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Consultant's surveyor to contact the

utility locating service in the appropriate amount of time prior to field surveying, such that service lines as identified can be properly located. The Consultant's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating underground utilities.

- State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe/stream restoration routes shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.

320 Property Research and Easement Exhibits

- Consultant will utilize Highfill Infrastructure Engineering, P.C. and/or their subcontractors to conduct Property Research and prepare Easement Exhibits.
- In consultation with CITY, the Consultant and Highfill Infrastructure Engineering, P.C. will provide research, survey, plat, and preparation of easement exhibits as necessary for the properties 1 through 18 and 45 as identified on Exhibit 1 for a total of 19 exhibits. Exhibits shall be prepared in accordance with the standard of the CITY for recording. One round of edits is included for any exhibit; additional edits may require additional services. An amendment will be issued if additional easement exhibits are required. (Each additional exhibit will be \$1,250.00).

330 Utility Mapping

- Consultant will utilize Highfill Infrastructure Engineering, P.C. and/or their subcontractors for assistance with utility mapping. Highfill Infrastructure Engineering, P.C. will provide Subsurface Utility Engineering (SUE) Quality Level D (QLD) and Quality Level C (QLC) along and within the identified project areas. QLD data will be provided after collection and review of available GIS mapping resources, and QLC data will be provided after completion of Task 210.
- Highfill Infrastructure Engineering, P.C. and/or their subcontractors will provide SUE services for additional Quality Level A utility information along the route of the project to determine utility facility elevations where potential crossings have been identified along the project corridor. Up to six (6) test

holes shall be included in the cost of the project. The total of six (6) locations will assume four (4) test holes in roadway pavement and two (2) test holes in grassed areas. It is further assumed that traffic control will be required for the up to four (4) test holes in roadway pavement. Copies of Encroachment Permits to complete any QLA will be submitted to the City. The Level A test holes will be surveyed, and AutoCad files with collected information will be provided to Consultant and the City for use in their work.

340 Geotechnical Survey

- The Consultant will survey the locations of the geotechnical borings in Task 400 for use by the design team and provide that information to Terracon for use as needed.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will utilize Terracon for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to a total of four (4) borings will be performed at the terminus of the proposed stream restoration reaches to determine general soil conditions. Additionally, up to three (3) hand auger borings will be performed along the proposed stream restoration reaches. This information will be used to evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Terracon recognizes that the CITY may not be the owner of the property(ies) where some of the borings will occur. Therefore, Terracon requests that an agreement for site access be signed by the current owner(s) to provide our field personnel written permission to be at the site. A sample Access Agreement will be provided for your use. Sub-consultant will obtain SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.
- Some of the planned borings will be performed in the existing roadway or adjacent rights-of-way. To work in this area, Terracon will need to request an encroachment permit for public rights-of-way from SCDOT. Lane closures

will be needed to protect the field exploration crew during the performance of some of the borings while a shoulder closure may suffice for the remaining borings. Two days of work is expected. Traffic control measures have been presumed. The actual traffic control requirements will be based on the comments of the SCDOT on the encroachment permit applications and could vary from that planned.

- When field services are complete, a printable version of the completed geotechnical engineering report, including the professional engineer's seal and signature, will be provided.
- The geotechnical engineering report will provide the following:
 - Boring logs with field and laboratory data
 - Stratification based on visual soil classification
 - Groundwater levels observed during and after the completion of drilling
 - Site Location and Exploration Plans
 - Subsurface exploration procedures
 - Description of subsurface conditions
 - Excavation conditions
 - Subgrade preparation/earthwork recommendations

TASK 500 – Final Design

- Task 500 – Final Design will be limited to the proposed stream restoration work along Reaches 1 and 4.

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State, and Federal agencies to determine design parameters for construction of the relocated facilities within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of roadway encroachment permits.

520 Utility Coordination

- Consultant will utilize Highfill Infrastructure Engineering, P.C. for utility coordination to contact and meet with utility agencies that have existing utilities within the construction limits to verify design parameters, right-of-way encroachment requirements, and resolve conflict issues related to the proposed stream restoration of Reaches 1 and 4.

- Consultant will incorporate the agreed upon requirements of encroachment permits and conflict resolution solutions into the final design and will provide minutes of any meetings with utility agencies.

530 Not Used

540 Project Plans and Specifications

STREAM RESTORATION REACHES 1 AND 4

- Consultant will utilize Biohabitats for design work, plans, and specifications related to the restoration of stream Reach 1 and Reach 4.
 - Biohabitats will perform detailed desktop and in-field stream geomorphic analyses, hydrologic and hydraulic (H&H) modeling, design, and construction phase services to support stream restoration activities at the Eightmile Branch site (hereafter the Site).
 - The Site consists of two primary stream reaches of an unnamed tributary to Eightmile Branch (please consult the attached Exhibit 1: Reach 1, an approximate 1,675 linear feet (lf) reach just downstream of Two Notch Road in the upstream portion of the project, and Reach 4, an approximate 600 lf reach just north of Robert Springs Road, for a total project length of approximately 2,275 lf).
 - Stream restoration and enhancement design strategies by reach are anticipated to generally follow those summarized in the March 19, 2019 memorandum submitted to the CITY as part of the Phase 1 Report, detailing preliminary stream restoration assessment and design recommendations (attached). Deviations from these recommendations may be necessary based on the results of stream analyses and H&H modeling.
 - Biohabitats will conduct detailed desktop and field assessments of the Site to better understand stream geomorphic conditions as they pertain to the recommendations provided in the March 13, 2019 memorandum, as well as an evaluation of the UT to Eightmile Branch's contributing watershed. This work will inform Biohabitats' understanding of existing hydrology, channel and riparian area instability, ecological conditions, and how proposed improvements relate to significant Site features and environmental resources. Site analyses will include a desktop analysis and subsequent site visits for in-field assessments.
 - The Biohabitats team will conduct a desktop analysis of the site to determine the general hydrologic, soil, and vegetation conditions at the

Site. This will include an analysis using available GIS data from State, County, and City resources as necessary to determine drainage dynamics, soil groups, existing vegetative cover, and other existing Site and Site watershed features.

- A watershed characterization, intended to support subsequent hydrologic modeling, will be developed. Elements are anticipated to consist of:
 - Geology, physiology, and soils;
 - Federal Emergency Management Area (FEMA) floodplain, floodway, and other areas;
 - Climate;
 - Description of surface hydrology, watershed size, stream order, SC stream use designation(s), and determine 303(d) status, if applicable;
 - Land use and land cover, including existing and ultimate land use (if data for the latter are available); and
 - Historical land use and impacts on the stream and riparian corridors.
- Upon the completion of desktop analyses, Biohabitats will conduct detailed stream geomorphic studies along Site Reaches 1 and 4. Geomorphic studies, which are intended to support design and permitting efforts, will consist of Rosgen Level I and II characterizations (Rosgen 2007) and other analyses, including but not limited to:
 - Stream channel cross-sectional and longitudinal profile surveys of representative sub-reaches;
 - Characterizations of streambed materials including Wolman pebble counts;
 - Functional characterizations of Site stream reaches following the Function-based Rapid Stream Restoration Project Process Guidelines (Starr et. al 2016) and the Environmental Protection Agency (EPA) Rapid Bioassessment Protocol for High Gradient Streams;
 - Bank Erosion Hazard Index (BEHI) assessments; and
 - Bank Assessment for Non-point Source Consequences of Sediment (BANCS) modeling to estimate sediment export from Site stream reaches attributable to bank erosion (note: the nearest established sediment rating curves will be used to determine sediment export).
- Biohabitats will also conduct other field assessments to gain a better understanding of the Site to characterize existing hydrologic and drainage dynamics, potential site constraints, existing vegetation, and evaluate construction access opportunities.
- Upon completion of the desktop and field assessments, with consensus on proposed restoration strategies, Biohabitats will prepare schematic design

(SD) plans and an accompanying design memorandum, which will include a preliminary opinion of probable project cost. The base plan information for SD plans will be topographic survey and utility locations provided by others. Plans will be prepared in AutoCAD.

- It is assumed that due to the FEMA Floodway mapped along Site stream reaches, no 100-year water surface elevation (WSE) rise may be affected along affected channel lengths.
- Biohabitats will conduct a hydrologic analysis for the project. Hydrologic conditions for proposed discharge events (including the 1-, 2-, 10-, 25-, and 100-year) will be established. Biohabitats will also conduct a HEC-RAS analysis to evaluate pre- and post-restoration conditions, evaluating the elevation of the existing and proposed 100-year water surface elevation. The base mapping for H&H modeling is anticipated to consist of available GIS information in conjunction with detailed topographic survey data.
- Biohabitats will attend a pre-application meeting with the United States Army Corps of Engineers (USACE), South Carolina Department of Health and Environmental Control (DHEC), and Consultant staff to discuss proposed restoration activities on-Site.
- Upon completion of SD activities, Biohabitats will perform detailed design to develop Design Development (DD) (60 percent) plans. The plans will be sealed by a Professional Engineer licensed in the State of South Carolina. The plans, associated computations (as applicable), H&H modeling, and a revised design memorandum are assumed to establish the basis of required permit submittals and approvals (State, Federal, local).
- In addition to those required per City guidelines, plan elements will include at minimum the following:
 - Title sheet and sheet index;
 - Existing conditions;
 - Proposed conditions including site grading at a 1-foot resolution, structure locations, profiles, cross-sections, and other design elements;
 - Typical details;
 - Erosion and Sediment Control plans, details, and notes;
 - Sequence of Construction and general notes; and
 - Planting plans, schedules, and details.
- Upon submittal of plan materials for CITY review, Biohabitats will present DD materials via a video conference. We assume the City will review and provide comments at the 60%, and 90% completion levels.

- Once the project team has secured permit approvals, Biohabitats will prepare construction documents consisting of final plans, project specifications, and a revised opinion of probable cost. Construction documents will be prepared in a manner consistent with CITY guidelines to facilitate project bidding and construction. Construction specifications are anticipated to consist of standard specification from the City, County, and/or State as well as special provisions for unique items.
- Consultant will utilize Highfill Infrastructure Engineering, P.C. for design work, plans, and specifications related to any water and sewer utility relocations.
 - Highfill Infrastructure Engineering, P.C. will prepare and submit drawings depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor for any water and sewer utility relocations resulting from design of the stream restoration as identified in the PER. Drawings to be submitted at the 60-, 90- and 100-percent plan review milestones. The scope includes preparation of up to three (3) plan and profile sheets and up to one (1) standard detail sheets.
 - Highfill Infrastructure Engineering, P.C. will work with the CITY to coordinate and provide drawings in accordance with standards as outlined in the Prime Agreement.
 - Highfill Infrastructure Engineering, P.C. will prepare specifications for any potential utility relocations outside of what is being provided by CLIENT for the streambank restoration and stormwater pipe upgrades.
- Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, one CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list. CITY staff will also require seven full-size hardcopy sets of final plans.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State, and Federal regulatory agencies to determine design parameters for construction of the proposed projects in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:

- South Carolina Department of Health and Environmental Control
- City of Columbia – Streets Division
- City of Columbia - Stormwater
- City of Columbia – Floodplain Management
- South Carolina Department of Transportation
- Richland County Roads
- U.S. Army Corps of Engineers

560 Opinion of Probable Construction Cost and Schedule

- Consultant will utilize Biohabitats for the Opinion of the Probable Construction Cost (OPCC) associated with restoration of stream Reach 1 and Reach 4. Biohabitats will provide an OPCC at the completion of the Schematic Design and Design Development phases.
- Consultant will utilize Highfill Infrastructure Engineering, P.C. for the Opinion of the Probable Construction Cost (OPCC) for any water and sewer utility relocations resulting from design of the streambank restoration and the stormwater pipe upgrades as identified in the PER.
- OPCC to include construction costs, contingencies, and other related items, and is to be submitted at the 60-, 90- and 100-percent plan review milestones. 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 OPCC provided under this task.

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 sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the CITY. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

- Consultant will utilize Highfill Infrastructure Engineering, P.C. for assistance with the internal Quality Control and Constructability review of the Consultant's drawings, specifications, and OPCC provided under Task 500 at the 60-, 90- and 100-percent plan review milestones. This review will be conducted prior to submitting to the CITY for incorporation into overall plans, specifications and OPCCs.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 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.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Upon CITY approval of the 60% design plans, Consultant will prepare and submit easement exhibits. See Task 320 for detail.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The Consultant is responsible for fees up to \$1000.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the CITY. The

Consultant is responsible for fees associated with the NOI approval process up to \$1000 per project.

- **Section 404/401 Nationwide Permit:** This scope assumes wetland delineation, jurisdictional determination, and Nationwide Permit application will be required. Consultant will utilize Terracon to delineate wetlands upon CITY approval of the sixty (60%) percent completion documents, Consultant will prepare and submit a Joint Federal and State 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. No fees are anticipated for the Section 404/401 permitting. As part of the permit application and as required for Federal permitting, a Protected and Endangered Species Report and a desktop Cultural Resources Review will be prepared.
- **No-Rise Certification/Floodplain Development Permit:** Since two of the proposed projects will be located within the floodplain and floodway of Eightmile Branch Tributary 1, a No-Rise Certification or Conditional Letter of Map Revision and Letter of Map Revision will be required for the floodplain development permit. Consultant will prepare a hydraulic HEC-RAS model to determine the effects, if any on flood elevations of the proposed stream restoration work within the FEMA floodway. Assuming no impacts to base flood elevations, Consultant will prepare a No-Rise certification to accompany the floodplain development and land disturbance permit applications. This scope of service does not include a Conditional Letter of Map Revision or Letter of Map Revision through FEMA.
- **Roadway Encroachment Permits:** This scope assumes a City of Columbia and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for fees (no fees anticipated).

TASK 700 – Bidding and Award

710 Pre-Bid Meeting

- Consultant will attend up to one (1) pre-bid meeting and assist in answering technical questions related to the proposed work.

720 Bidding Assistance

- Consultant will respond to bidder questions and review addenda.
- 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.

730 Award Recommendation

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

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes the restoration of approximately 1,675 LF of stream for Reach 1, the restoration of approximately 600 LF of stream for Reach 4. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the proposed projects will be one year with actual construction on stream restoration being performed in segments throughout this period. For estimating purposes, actual construction activity of eleven (11) months (330 days) is assumed for substantial completion. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant and its subcontractors will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- Administration of Construction Contracts: As part of general administration of the construction contract, Consultant and its subconsultants will consult with and advise the City Construction Coordinator during the construction period. Consultant will provide contract administration and general services required for the Project, including:

- All communications to and from the contractor shall go through the City Construction Coordinator;
 - 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, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - Attend 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) pre-construction meeting and eleven (11 monthly progress meetings have been budgeted. Consultant will submit meeting minutes of these meetings to the City.
- Consultant will utilize Highfill Infrastructure Engineering, P.C. to assist with general administration of the construction contracts. Highfill Infrastructure Engineering, P.C. will assist with the following:
 - General coordination and correspondence in support of City's administration of the construction contract.
 - Deposit, retrieval, and organization of information on the OWNER's SharePoint site.
 - Assistance with and attendance at the Pre-Construction Meeting and up to 11 monthly Progress Meetings.
 - Consultant will utilize Biohabitats to assist with critical construction phase services related to the restoration of stream Reach 1 and Reach 4.
 - During project construction, which Biohabitats assumes will proceed over a sixteen (16) week duration, Biohabitats will attend a construction kickoff meeting, substantial completion meeting when punchlist items will be identified, and final walkthrough.
 - Biohabitats will certify as-built drawings.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant and its subconsultants will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in

accordance with the Contract Documents, and transmit them to the City with written comments.

- Consultant will utilize Biohabitats to assist with submittal review related to the restoration of stream Reach 1 and Reach 4.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI 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 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 test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

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

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion.
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Consultant will utilize Biohabitats to assist with periodic construction observation related to the restoration of stream Reach 1 and Reach 4.
 - During project construction, which Biohabitats assumes will proceed over a sixteen (16) week duration, attend monthly construction project meetings (4 total anticipated), expected to coincide with weekly oversight site visits. Biohabitats also assumes a total of twenty (20) hours of construction observation time per week over the duration of construction. Biohabitats will also attend a construction kickoff meeting, substantial completion meeting when punchlist items will be identified, and final walkthrough.
 - The intent behind Biohabitats' field time during construction is to ensure the design is installed correctly/per plan.

This Task 800 will be charged hourly and the CITY will be updated on the status of these hours on a monthly basis.

TASK 900 – Full Time Construction Inspection

Full Time Construction Inspection is not included in this scope.

TASK 1000 – Project Closeout

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The

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

- Consultant will utilize Biohabitats to assist with the review of record drawings related to the restoration of stream Reach 1 and Reach 4.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

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.

1040 Digital Information Submittals

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

1050 Final Notice of Acceptability of the Work

- See Task 840 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.

1060 SCDHEC Permits to Operate

- Upon CITY acceptance of the final construction, CITY will provide an Owner's Letter of Acceptance and copies of all test results. Consultant will submit these documents along with an Engineer's Letter of Certification and copies of the record drawings to SCDHEC with a request for Permits to Operate for the water and sewer facilities. Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

The below items are not included in this scope for this project, but the CITY may chose to amend this Agreement so that Consultant may furnish additional services such as those listed below (but not limited to):

- Additional steam restoration or storm drainage design exceeding the quantities listed above.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)
- Professional engineering services related to additional or extended design, bidding, and construction services.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Redesign resulting from SCDOT roadway and drainage design changes.
- Additional property research and easement exhibits.
- Easement acquisition.
- Public outreach.
- Additional bidding assistance.

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

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to the project sites, including easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Consultant with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.
- Upon CITY acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.



Eightmile Branch and Windsor Hill - Phase 2 Schedule

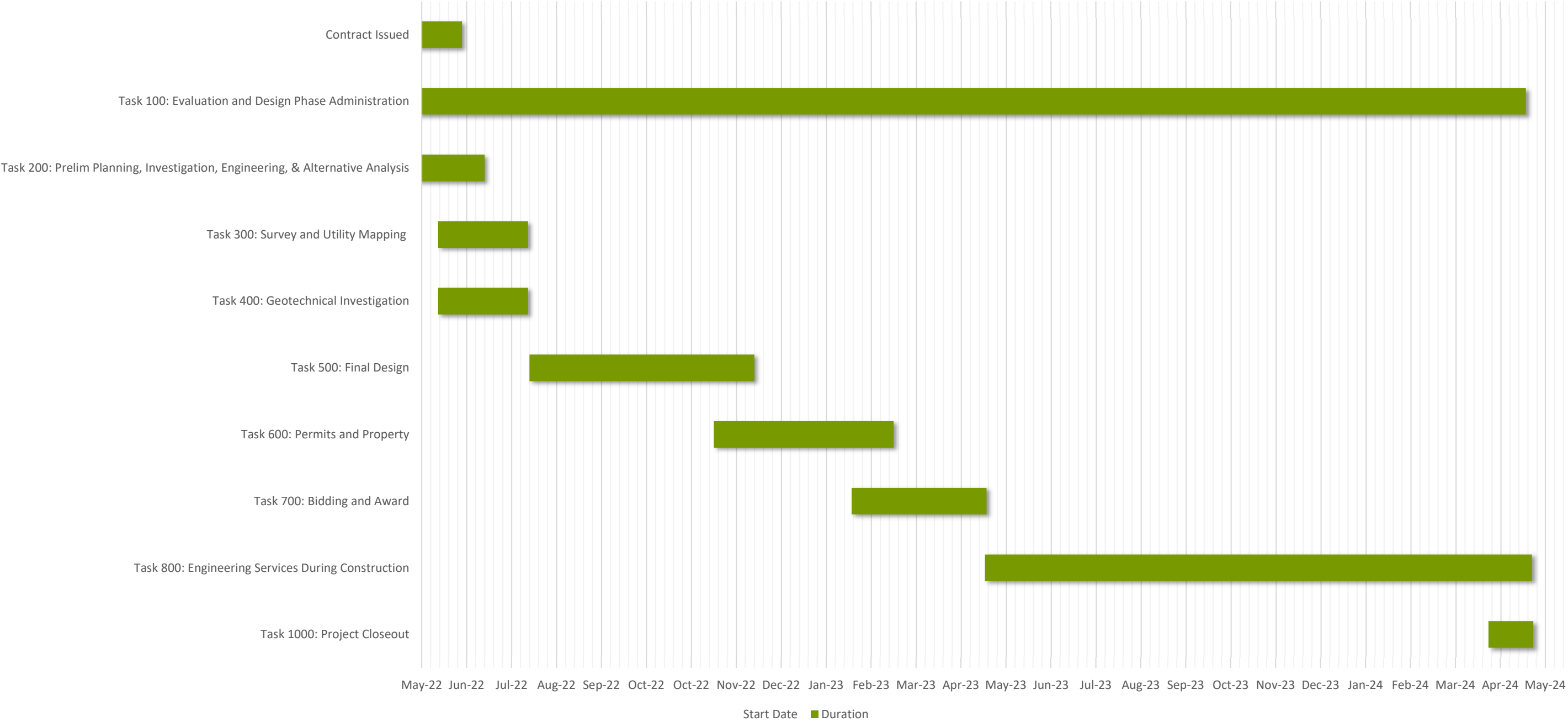


EXHIBIT C**COMPENSATION****City of Columbia
CIP # SD8013****Eightmile Branch and Windsor Hill Evaluation & Flood Study – PHASE 2**

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$797,465.00. This includes \$678,865.00 of lump sum tasks, as well as \$118,600.00 of hourly tasks. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

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

Task	Description	CIP #s SD8013 & SD8432		
		Hours	Subconsults	Total
Task 100	Evaluation and Design Phase Administration*	445	\$37,800.00	\$115,675.00
Task 200	Prelim Planning, Investigation, Eng & Alt Anal*	366	\$23,500.00	\$80,350.00
Task 300	Survey and Utility Mapping*	112	\$88,700.00	\$109,140.00
Task 400	Geotechnical Investigation*	12	\$11,000.00	\$13,100.00
Task 500	Final Design*	224	\$207,700.00	\$247,500.00
Task 600	Permits and Property*	356	\$34,200.00	\$86,600.00
Task 650	Permit Fees	0	\$0.00	\$2,000.00
Task 700	Bidding and Award*	36	\$0.00	\$6,300.00
Task 800	Engineering Services During Construction	220	\$78,100.00	\$116,600.00
Task 1000	Project Closeout*	144	\$0.00	\$20,200.00
	Total of Contract	1,915	\$481,000.00	\$797,465.00
	% of Contract to Subconsultants			60.3%
	% of Contract to Protégé			24.0%

*Lump Sum Tasks

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

EXHIBIT D

APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSULTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Highfill Infrastructure Engineering, P.C. DUNS: 080560074 CAGE Code: 7TNP3	V016533	Utility engineering	\$191,600	24.0%	SBE	n/a
Biohabitats, Inc. DUNS: 195209788 CAGE Code: 1KMF6	n/a	Stream restoration	\$244,200	30.6%	n/a	n/a
Terracon Consulting Eng. DUNS# 016038182 CAGE# 7MR05	V0091514	Geotechnical and Environmental	\$45,200	5.7%	n/a	n/a
Stewart Engineering, Inc. DUNS #: 927654004 CAGE #: 1URP5	n/a	Survey & Easements	*	n/a	n/a	n/a
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**AM** – Asian American Male**BF** – African American Female**BM** – African American Male**FB** – Non-Minority Female Owned**HF** – Hispanic American Female**HM** – Hispanic American Male**NF** – Native American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$481,000.00****TOTAL CONTRACT AMOUNT: \$797,465.00**

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

Business Name: Thomas & Hutton

Representative Name/Title: William Lamb, PE / Project Manager

Date: 1/12/2022

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Highfill Infrastructure Engineering, P.C.
Company Name

1320 Main St Suite 260, Columbia, SC 29201
Physical Address

1320 Main St Suite 260
Mailing Address

Columbia, SC 29201
City/State Zip Code + 4

(910) 233-8095 ()
Phone number Fax number

J. Ray Cox, PE David P. Johnson, PE
Primary Contact Name Secondary Contact Name

rcox@hiepc.com djohnson@hiepc.com
Primary Contact Email Address Secondary Contact Email Address

04-3791606 V016533
Federal ID # Vendor #

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

Biohabitats, Inc.
Company Name

2081 Clipper Park Road
Physical Address

2081 Clipper Park Road
Mailing Address

Baltimore, MD 21211
City/State Zip Code + 4

(667) 401-8505 ()
Phone number Fax number

Jim Cooper, PLA, ASLA, PWS
Primary Contact Name Secondary Contact Name

jcooper@biohabitats.com
Primary Contact Email Address Secondary Contact Email Address

52-1594014 n/a
Federal ID # Vendor #

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

Stewart Engineering, Inc.
Company Name

711 Lady Street, Suite B, Columbia, SC 29201
Physical Address

711 Lady Street, Suite B
Mailing Address

Columbia, SC 29201
City/State Zip Code + 4

(919) 866-4806 ()
Phone number Fax number

Frank Mundy II, PLS Karl Alewine, PLS
Primary Contact Name Secondary Contact Name

FMundy@stewartinc.com KAlewine@stewartinc.com
Primary Contact Email Address Secondary Contact Email Address

56-1854766
Federal ID # Vendor #

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

Terracon
Company Name

1450 5th Street West, North Charleston, SC 29405
Physical Address

1450 5th Street West
Mailing Address

North Charleston, SC 29405
City/State Zip Code + 4

(843) 884-1234 (843) 884-9234
Phone number Fax number

Ted Melchers
Primary Contact Name Secondary Contact Name

ted.melchers@terracon.com
Primary Contact Email Address Secondary Contact Email Address

42-1249917 V0091514
Federal ID # Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: January 31, 2022

Total Project Contract Amount: \$797,465.00

Project Name: Eightmile Branch & Windsor Hill Phase 2

Mentor Amount: \$605,865.00

Project #: SD8013 and SD8432

Mentor % of Total Contract: 75.97%

Mentor: Thomas & Hutton

Protégé Amount: \$191,600.00

Protégé: Highfill Infrastructure

Protégé % of Total Contract: 24.03%

Engineering, PC

Duration of the Project: 24 months

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.

Thomas & Hutton and Highfill Infrastructure Engineering, PC (Highfill) will set up a subcontract agreement for Protégé services related to this project. Highfill's tasks will include Evaluation and Design Phase Administration, Preliminary Planning, Investigation, Engineering, and Alternatives Analysis (specifically for the conceptual design for the storm pipe upgrades), Survey and Utility Mapping, components of Final Design, and Construction Administration Services.

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

This project will offer Highfill an opportunity to work on a large-scale stormwater capital improvement project, which will likely involve the relocation of certain utilities, where conflicts exist. Since Highfill's goals are to expand their service offerings in the areas of municipal stormwater to local



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
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and regional clients in South Carolina and increase gross revenue by 10% each year, this project will provide a significant contribution to those goals.

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.*

Additional local engineering staff, experience with local projects, exposure to civil design software for stormwater, water, and wastewater design, improving understanding of SC municipal and regional stormwater regulatory requirements, and market/client assessment are some of Highfill's goals for the MPP relationship with Thomas & Hutton. By incorporating Highfill into project meetings and the conceptual design process, they will gain experience in local design work and client relationships and improve exposure to relevant design software and SC stormwater regulations.

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: William Lamb, PE, Rick Karkowski, PE, PH, CPSWQ, D.WRE, Lisa Muzekari, PE, Hillary Aton, PE, William Hymes, Kevin Smith, PE, and Kayla Kernich will provide services related to this project for Thomas & Hutton.

Protégé: Ray Cox, PE and Dave Johnson, PE will provide service related to this project for Highfill.

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?
Biohabitats, Inc.	Thomas & Hutton	Thomas & Hutton
Terracon	Thomas & Hutton	Thomas & Hutton
Stewart Engineering	Highfill Infrastructure Engineering, PC	Highfill Infrastructure Engineering, PC

Special Arrangements: N/A



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Phone: 803-545-4185

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

a. Description of Mentor's responsibilities on project:

General project administration and project management, including management of all subcontractors, conceptual design for the pipe upgrade work, bioretention area, and maintenance fixes, final design for the bioretention area and maintenance fixes, permitting for all projects, and general oversight of construction administration services.

b. Description of Protégé responsibilities on project:

Highfill's tasks will include Evaluation and Design Phase Administration, Preliminary Planning, Investigation, Engineering, and Alternatives Analysis (specifically for the conceptual design for the storm pipe upgrades), Survey and Utility Mapping, components of Final Design, and Construction Administration Services.

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

Joint tasks will include Evaluation and Design Phase Administration, Preliminary Planning, Investigation, Engineering, and Alternatives Analysis, Survey and Utility Mapping, components of Final Design, and Construction Administration Services.

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

Task 100: Evaluation and Design Phase Administration will last approximately 24 months. Task 200: Preliminary Planning, Investigation, Engineering, and Alternatives Analysis will last approximately 2 months. Task 300: Survey and Utility Mapping will last approximately 2 months. Task 400: Geotechnical Investigation will last approximately 2 months. Task 500: Final Design will last approximately 5 months. Task 600: Permits and Property will last approximately 4 months. Task 700: Bidding and Award will last approximately 3 months. Task 800: Engineering Services During Construction will last approximately 12 months. Task 1000: Project Closeout will last approximately 1 month. Protégé will be involved in Evaluation and Design Phase Administration, Preliminary Planning, Investigation, Engineering, and Alternatives Analysis (specifically for the conceptual design for the storm pipe upgrades), Survey and Utility Mapping, components of Final Design, and Construction Administration Services tasks.



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

Mentor and Protégé will meet at various stages throughout project too coordinate work, and will meet quarterly to discuss and complete MPP reports.

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

Protégé shall bill Mentor monthly for contract services rendered during each billing period. Monthly billing shall track the progress of completion relative to Protégé's scope of work.



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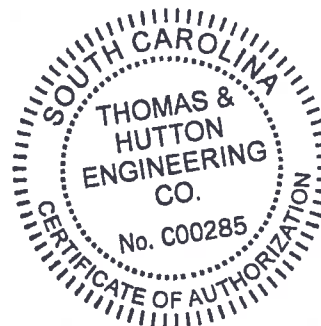
MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MP 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 Thomas S. Hutton (Mentor Firm) this 31st day of January 2022.
Corporate SEAL

By: [Signature] Lisa B. Muzeyari
Title: DEPARTMENT MANAGER
Firm Name: THOMAS S. HUTTON



ATTEST: [Signature]
By: WILLIAM LAMB
Title: PROJECT MANAGER

EXECUTE by HIGHFILL (Protégé Firm) this 31st day of January 2022.
Corporate SEAL

By: [Signature] J. Ray Cox, PE
Title: Vice President
Firm Name: HIGHFILL



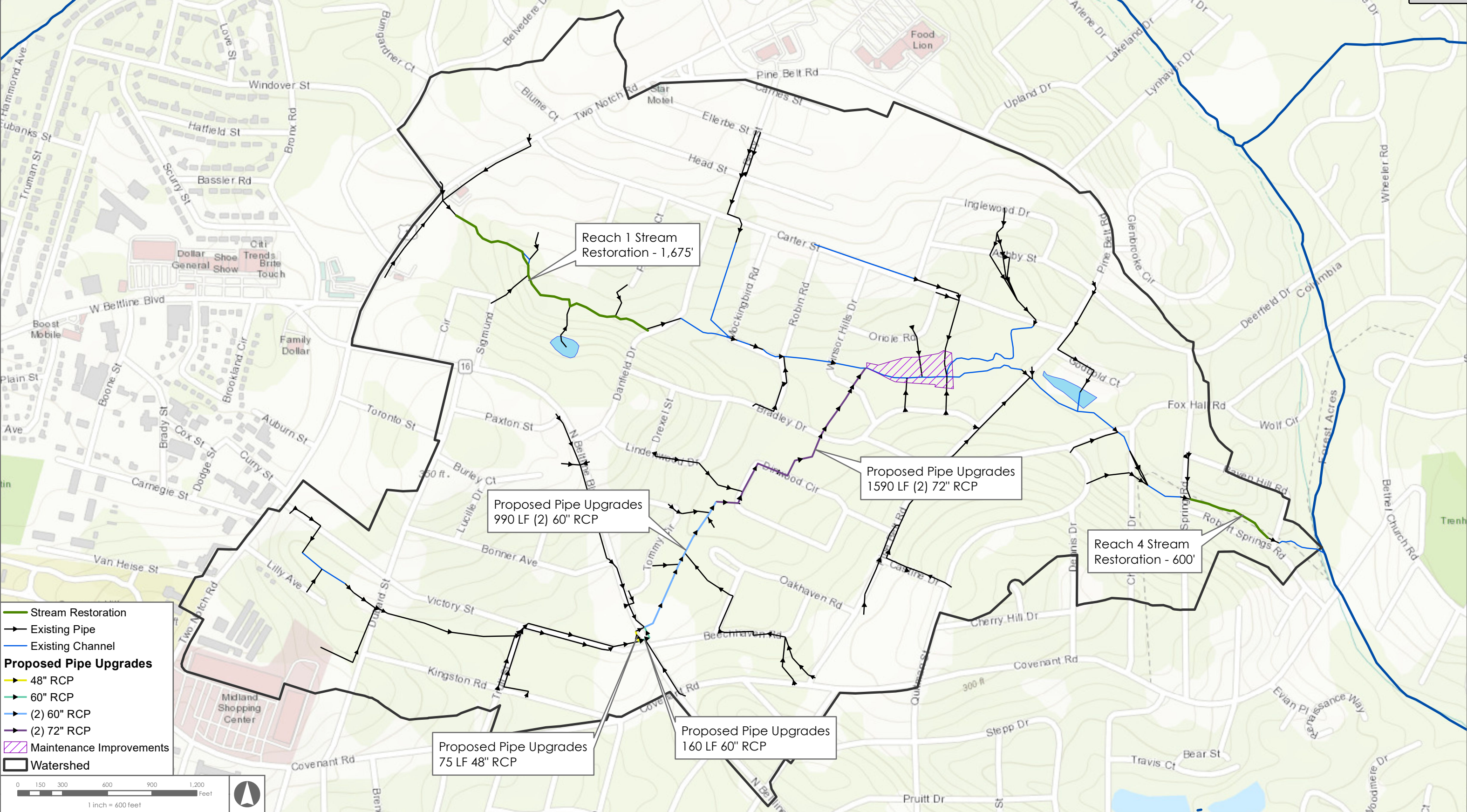
ATTEST: [Signature]
By: Dave Johnson PE
Title: Sr. Project Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 23 day of February 2022.

By: LaTonya B. Germany

Title: Program Compliance Specialist



City of Columbia - Eightmile Branch and Windsor Hill Flood Study
Richland County, SC

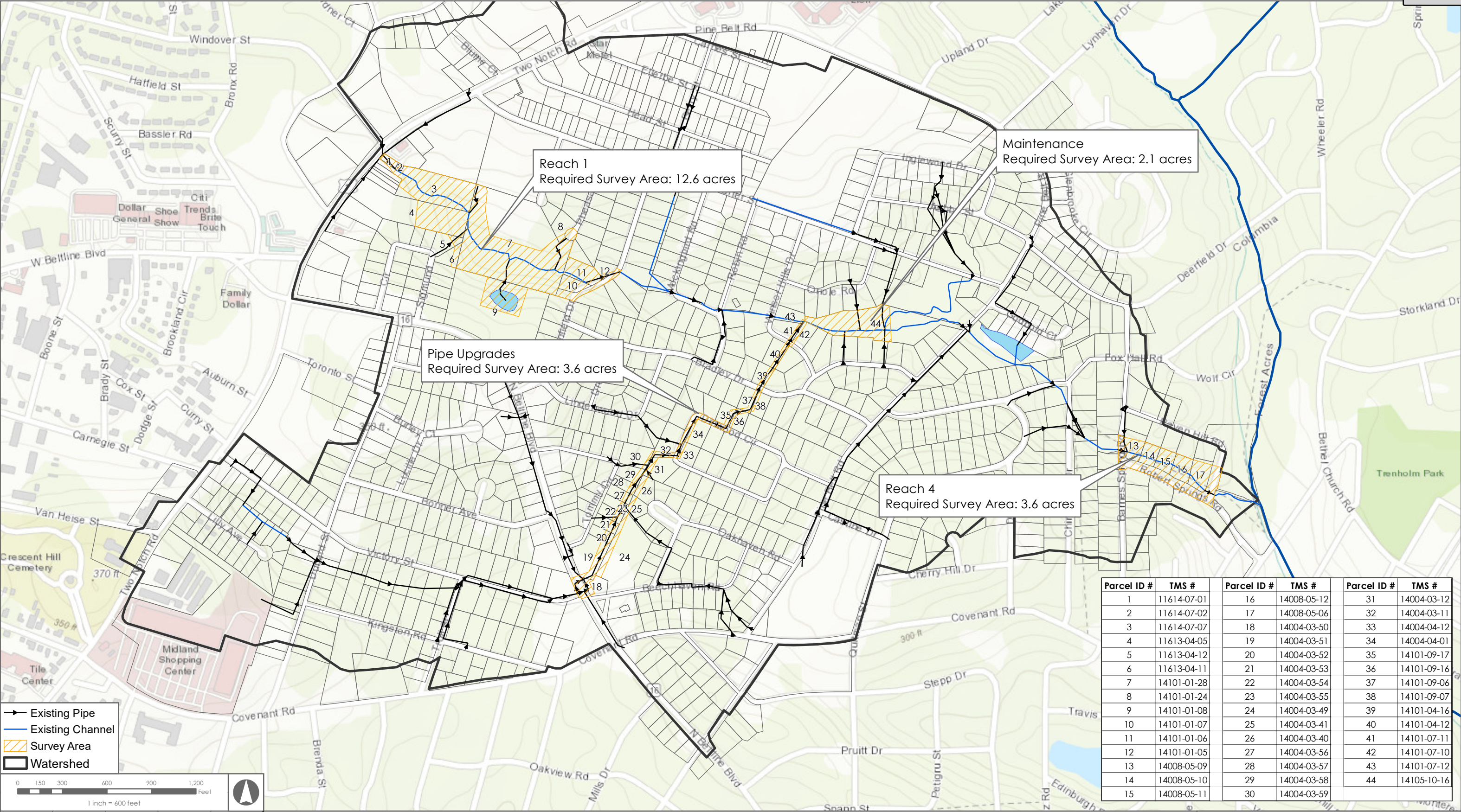
Exhibit 1: Proposed Projects Map



1501 MAIN STREET • SUITE 760
COLUMBIA, SC 29201 • 803.451.6789
WWW.THOMASANDHUTTON.COM

GEOGRAPHIC INFORMATION SYSTEMS

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Parcel ID #	TMS #	Parcel ID #	TMS #	Parcel ID #	TMS #
1	11614-07-01	16	14008-05-12	31	14004-03-12
2	11614-07-02	17	14008-05-06	32	14004-03-11
3	11614-07-07	18	14004-03-50	33	14004-04-12
4	11613-04-05	19	14004-03-51	34	14004-04-01
5	11613-04-12	20	14004-03-52	35	14101-09-17
6	11613-04-11	21	14004-03-53	36	14101-09-16
7	14101-01-28	22	14004-03-54	37	14101-09-06
8	14101-01-24	23	14004-03-55	38	14101-09-07
9	14101-01-08	24	14004-03-49	39	14101-04-16
10	14101-01-07	25	14004-03-41	40	14101-04-12
11	14101-01-06	26	14004-03-40	41	14101-07-11
12	14101-01-05	27	14004-03-56	42	14101-07-10
13	14008-05-09	28	14004-03-57	43	14101-07-12
14	14008-05-10	29	14004-03-58	44	14105-10-16
15	14008-05-11	30	14004-03-59		

City of Columbia - Eightmile Branch and Windsor Hill Flood Study

Richland County, SC

Exhibit 2: Survey Locations Map



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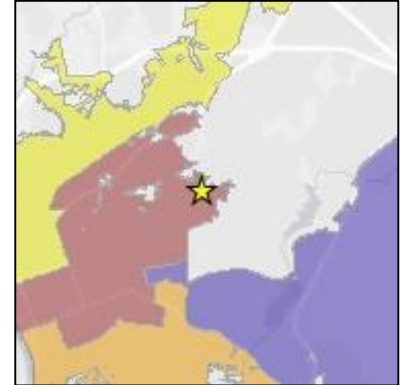
GEOGRAPHIC INFORMATION SYSTEMS

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SD8013 – Eightmile Branch and Windsor Hill Evaluation & Flood Study – Phase 2

Project Description:

This project is a continuation of the Eightmile Branch and Windsor Hill Evaluation & Flood Study Phase I project, which included a flood study and project recommendations to improve stormwater infrastructure and channel conveyances within the Eightmile drainage basin. This project includes design and construction services for the recommended projects. The recommended projects include two stretches of stream restoration and the conceptual design phase engineering services for a portion of the storm drainage system upgrades from the intersection of Beltline Blvd and Victory St downstream to Eightmile Branch. Additionally, Thomas & Hutton will identify proposed solutions for reoccurring maintenance issues in the project area.



Objectives:

This project aims to increase stormwater conveyance capacity where needed in the watershed, improve stream health and stabilize severely eroded stream banks, and address ongoing maintenance concerns in the area.

Project Type:

Stream Restoration and Stormwater Infrastructure Improvement

Council District:

2

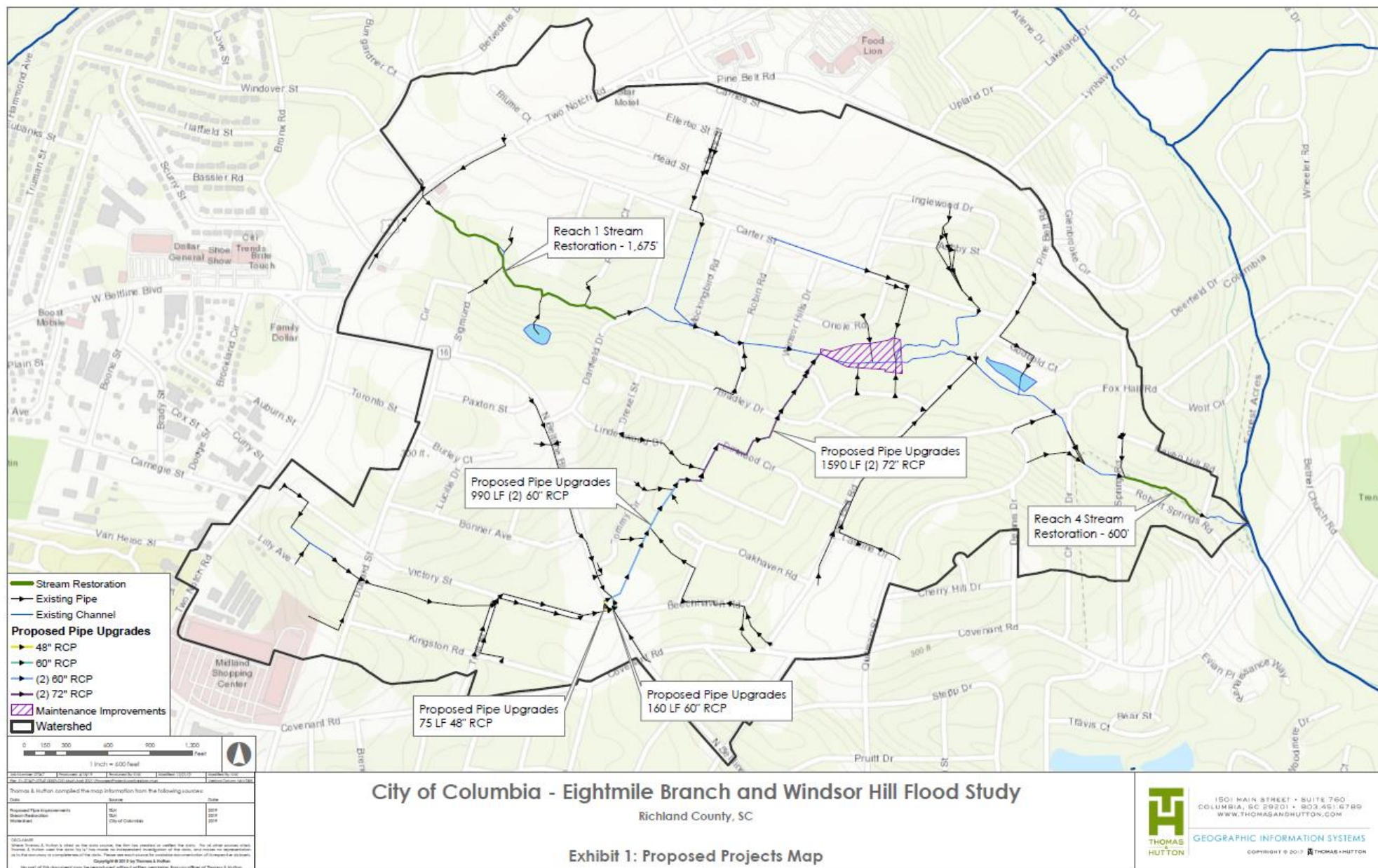
Project Funding:

This project is being funded through the City's Stormwater Bond Program. **The current request is for \$797,465 to cover the professional services component of the project.** A more refined construction cost estimate will be developed during the design phase.

Council Request:

City Council is asked to approve a contract for professional services with Thomas & Hutton in the amount of \$797,465. This contract includes the following services:

- **Data collection:** Thomas & Hutton will collect all necessary field survey data in the area to allow for preliminary design. Once the City has determined final alignment for the proposed project, any additional field work including geotechnical investigations will be completed in support of plan preparation and final design.
- **Preliminary design:** Thomas & Hutton will prepare preliminary design plans for the proposed pipe upgrade work and maintenance issues along Eightmile Branch. The preliminary design for the stream restoration work was completed during Phase I of the project.
- **Final design:** Thomas & Hutton will prepare final design plans for the proposed stream restoration work along Reaches 1 and 4. This includes easement plat preparation and permitting assistance.
- **Cost Estimating:** Thomas & Hutton will develop an opinion of probable cost and proposed project schedule for the preliminary design of the proposed pipe upgrade work and maintenance issues along Eightmile Branch. The City will use these cost estimates to determine the areas of the project to move forward to final design. Thomas & Hutton will also develop an opinion of probable cost and proposed schedule for the stream restoration work with the final design.
- **Bidding & Construction Services:** Thomas & Hutton will attend the pre-bid meeting for the stream restoration work and assist with bidding and award recommendation. Thomas & Hutton will also provide construction administration services throughout the duration of the stream restoration construction.
- **Public Outreach:** Thomas & Hutton will develop material for and attend up to three public outreach "events." This is anticipated to include two in-person public meetings and one update mailer.





We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Professional Services Agreement for Project SS7555; Lower Crane Creek Relief Sewer Phase 2, as requested by Columbia Water on February 24, 2022. Award to Black and Veatch Corporation in an amount not to exceed \$956,748.00. The firm is located in Greenville, SC.

REQUISITION NO.: R215255

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Lower Crane Creek Phase 2 - Capital Project Costs (5529999-SS755501-658650). The original budget amount is \$956,748.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Black and Veatch Corporation is the mentor and will provide condition assessment, rehabilitation alternative analysis, and preliminary engineering services at 21.62% (\$206,802.00) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and will provide assistance with project coordination, sanitary sewer evaluation survey services, utility coordination, and permitting agency coordination services at 72.78% (\$696,315.00) of the total contract amount.

The following subconsultants will provide additional services:

Bunnell-Lammons Engineering of Greenville, SC, will provide geotechnical exploration at 2.08% (\$19,915.00) of the total contract amount.

Wantman Group, Inc. of Austin, TX, will provide infrastructure condition assessment at 0.86% (\$8,250.00) of the total contract amount.

Civil Engineering Consulting Services of Columbia, SC, will provide wetland delineation at 1.25% (\$11,966.00) of the total contract amount.

Summit Engineering Group, Inc. of Spartanburg, SC, will provide professional surveying services at 1.41% (\$13,500.00) of the total contract amount.

Base on hydraulic modeling and in coordination with other ongoing collection system improvements in the Crane Creek and Smith Branch sewer basins, the proposed project involves rehabilitating the previously abandoned 36-inch sewer pipe from just north of Interstate 20 near Brickyard Road to manhole 24390MH at the Smith Branch 36-inch interceptor connection. The 48-inch pipe installed in 2015 (which led to the abandonment of this 36-inch pipe) will be used as a primary sewer, while this section of pipe (approximately 7,860 linear feet of 36-inch concrete pipe) will be returned to service and utilized as a proposed relief sewer. Significant rehabilitation of the 36-inch sewer will be required, beginning with an assessment of the current pipe segments and manholes. Sanitary Sewer CCTV inspections and manhole inspections will be performed to evaluate the general condition of the system, identify specific defects or problems, and determine rehabilitation or replacement recommendations.

There were twelve (12) responses to the Category I Major and Minor Wastewater Collection System Project under solicitation RFQ011-16-17-NMJ.

The initial term of the agreement is nine months.

ATTACHMENTS:

- **#a:** SS7555 Lower Crane Creek Relief Sewer (PDF)
- **#b:** SS7555 Project Location Map (PDF)

Black & Veatch Corporation
 SS7555 Lower Crane Creek Relief Sewer Phase 2



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method Category I Major Wastewater Collection System Projects RFQ 011-16-17-NMJ.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation, (hereinafter referred to as the "Consultant"), to provide technical consulting support to evaluate the feasibility of the rehabilitating a previously abandoned 36-inch sewer pipe and reusing it as a relief sewer to convey additional sewer flows under built out conditions through Preliminary Engineering Report (PER) for the City of Columbia, SC.

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

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

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

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of nine (9) months, with the option to continue with work at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Nine Hundred Fifty-Six Thousand, Seven Hundred Forty-Eight Dollars and No/100 (\$956,748.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

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

C. Invoicing Procedure

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

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

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

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>15.44</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 72.78%.

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

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

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

8. INDEMNIFICATION & INSURANCE

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

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

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

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

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

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

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

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

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

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- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.
10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
11. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
- The Consultant is expected to make Consultant 's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.
12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

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

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

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

claim in quantum meruit or any other measure of damages other than that stated herein.

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

City of Columbia

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

Black & Veatch Corporation

Name: Robert Osborne
Title: Project Manager
Address: 201 Brookfield Parkway, Suite 150
Greenville, SC 29607
Phone: (864) 254-0624
Email: OsborneRR@bv.com

16. **CONSENT DECREE**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21,

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

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

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notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

17. MISCELLANEOUS

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

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

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

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disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South

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Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

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

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- including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

3.10.2022

BLACK & VEATCH CORPORATION

Print: Name/Title

Signature

Date: _____

(Corporate Seal)

Attest

Signature

Date: _____

Black & Veatch Corporation
SS7555 Lower Crane Creek Relief Sewer Phase 2

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 – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7555 SS7555 Lower Crane Creek Relief Sewer Phase 2

The services performed by CONSULTANT (Black & Veatch Corporation (BV)) as a part of this project include providing technical consulting support to the City of Columbia (CITY) for rehabilitating a previously abandoned 36-inch sewer pipe and using it as a relief sewer. The services include a Sewer System Evaluation Study (SSES) of this abandoned sewer (from 26258MH to 24390MH, for approximately 7,860 LF), evaluation of alternative rehabilitations of existing sewer and manholes, and evaluation of sanitary sewer flow control structures.

In this scope and all associated attachments, the CITY and OWNER are synonymous. The term CONSULTANT refers to the firm performing the field services (ENGINEER OR SUBCONSULTANT) during the SSES and sewer rehabilitation alternative analysis.

The project area is identified in **Figure 1**. This project includes the collection of data for a portion of the CITY's collection system infrastructure for use in determining rehabilitation and replacement needs. This Scope of Services specifically includes all the work outlined in the following specification sections (also attached as **Exhibit E**):

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02770 Manhole Inspections for SSES Projects

The specifications and all associated requirements in **Exhibit E** shall apply throughout this Scope of Services, even if not specifically referenced. CONSULTANT to determine with OWNER where specific tasks within the specifications fall into the overall Scope of Service if not clearly defined.

The asset naming conventions are defined in the specifications. Please coordinate with the CITY before beginning work to verify naming conventions to be used throughout the project.

Project Background:

Under a previous project, SS7465 Lower Crane Creek Relief Sewer Phase 2, BV developed a Preliminary Engineering Report (PER) evaluating different sewer alignment alternatives to develop a new relief sewer line from Monticello Road north of Interstate 20 to the North Columbia Pump Station. The project consisted of approximately 13,500 LF of 48-inch and 8,000 LF of 54-inch gravity sewer to provide additional capacity to handle anticipated flows for the Crane Creek sewer basin for modeled build-out conditions.

Upon recalibration of the hydraulic modeling and with ongoing 2020 Major Wastewater Collection and Transmission System (WCTS) Master Plan Updates, along with the proposed addition of a wet-weather storage tank at the Old Eau Claire Treatment Facility and relocation of North Columbia Pump Station to the proposed storage tank location, the scope of project SS7465 has changed. The newly proposed project

involves rehabilitating the previously abandoned 36-inch pipe from 26258MH just north of interstate 20 near Brickyard Road to 24390MH at the Smith Branch interceptor and use it as a relief sewer for the additional conveyance capacity until year 2040 and beyond. The 48-inch pipe installed in 2015 (while abandoning this 36-inch pipe) will be used as a primary sewer. This section of pipe (approximately 7,860 linear feet of 36-inch concrete pipe and includes approximately 31 manholes) has been identified as Segments B and C in SS7465 PER. The SS7465 PER recommended using most of the previously abandoned 36-inch sewer alignment for the installation of the proposed relief sewer except in locations where the in service 48-inch sewer crosses the abandoned 36-inch sewer (e.g. Manhole 26258, 34420, and 34452). Realignment of the 36-inch sewer will be required in these locations.

Rehabilitating the previously abandoned 36-inch pipe segments should include:

- Flow split between the existing sewer (48-inch sewer) and the relief sewer (36-inch sewer) with the use of flow diversion structure at or near 26258MH.
- Peak flows diverted to the relief sewer.
- Predetermined flow diverted to the relief sewer and a junction structure to combine the flow into 24390MH.
- Realignment analysis for the abandoned 36-inch sewer in locations where it crosses the in service 48-inch sewer.
- Discussion with Norfolk Southern Railway on reusing existing encroachment permit and the need for relocating a manhole (approximately 360' from 34452MH) where the abandoned sewer crosses underneath the Norfolk Southern Railway bridge over Crane creek. If relocation of this manhole is required, this may require the design of at least two sewer pipe segments, at least one new manhole, and a new encroachment permit with Norfolk Southern Railway.
- Coordination and consultation with the Wet-weather Storage Tank Design Consultant, Hazen & Sawyer (Project SS7560 Crane Creek Equalization Storage and Pump Station) on flow, flow diversion, and diversion structures.

In general, Black & Veatch Corporation (Consultant) will provide the following scope of services:

- Engineering Services During Sanitary Sewer Evaluation Study Including Cleaning, CCTV Inspection, and MACP/PACP
- Evaluation of Rehabilitation Alternatives for the Existing 36-inch Sewer
- Evaluation of Relief Sewer Control Structures Including Location
- Surveying and Utility Mapping
- Geotechnical Exploration

CONSULTANT will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Highfill Infrastructure Engineering (HIE) as Protégé.

TASK 100 – Project Management and Administration

110 General Project Administration

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

- Maintain regular contact through the CITY's staff throughout the project.
- Provide monthly schedule updates pertaining to CONSULTANT's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Submit and load to SharePoint a Work Summary spreadsheet that the CITY will use to report to Cityworks® on areas that have been inspected along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- 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 400 (for this phase of the project).

120 Coordination Meetings

Throughout design of the project, CONSULTANT will maintain regular contact through the CITY's staff. Progress meetings include:

- A kickoff meeting at the beginning of the project.
- Monthly Progress meetings with CITY's Project Manager for duration of project for Tasks 100 through 400. A total of nine (9) progress meetings are included. CONSULTANT will issue minutes from each meeting.
- A design coordination meeting with CITY's hydraulic model consultant to review location of relief sewer control structures, weir elevations, and flow split between sewers. One (1) design coordination meeting is included.
- Draft and Final (30% design) Alternatives Analysis/Rehabilitation Plan Preliminary Engineering Report (PER) review meetings – two (2) meetings total. These meetings are assumed to coincide with the monthly progress meetings.

130 Project Management & Coordination with the CITY

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

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

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

140 Public Outreach

CONSULTANT will provide public relations for this project to include:

- Assist CITY in notification of customers in the area by mailers to inform them of the project, the type of work to be conducted, and who to contact with questions or concerns.
- Communicate with individual property owners as needed.
- It is anticipated that a public meeting will not be required for the PER phase of the project.

150 Mentor-Protégé Program

CONSULTANT and 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 all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Planning, SSES, Evaluation and Analysis of Rehabilitation Alternatives

210 General Data Collection and Management, Field Recon and Coordination

- CONSULTANT will coordinate with the CITY to obtain existing utility mapping in the project area. The As-Built drawings for the existing 48-inch sewer and details of 36-inch sewer abandonment were previously provided to BV for project SS7465.
- CONSULTANT will coordinate with the CITY to obtain digital CADD (.dwg) drawing files for the SS695401 Sewer Main Construction 48-inch Sanitary Sewer

Interceptor Replacement Along Broad River and Crane Creek Including Bypass Pumping Plan project. Digital CADD files will be used to minimize surveying in the project area and analyze relief sewer control structure locations. SS695401 digital CADD files will also be used to create drawing backgrounds during the design phase of the project.

- CONSULTANT will obtain county tax map records for identifying property potentially affected by the project.
- CONSULTANT will obtain SCDOT and CITY maps for road and street right-of-way information.
- CONSULTANT will contact other utilities in the area that can be determined from field observation for mapping and location information.
- CONSULTANT will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer access.
- Field Reconnaissance:
 - Based upon the table top analysis, observation during the field reconnaissance will be recorded and the results of the data gathering, and field reconnaissance will be discussed with the CITY.

220 Preliminary Agency Coordination and Meetings

- CONSULTANT will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.
- CONSULTANT will contact Norfolk Southern Railway to discuss using existing encroachment permit to abandon and/or relocate existing manhole located under bridge near manhole 34452MH.

230 Preliminary Utility Coordination and Meetings

- CONSULTANT will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- CONSULTANT will provide utility coordination for the project and utility mapping for the PER. This Scope of Services assumes utility maps collected during the previous SS7465 project will be used during the alternative analysis phase of the project.

240 Design Criteria

- CITY will provide hydraulic model output from CITY's hydraulic modeling consultant (Hazen & Sawyer) to support the sizing and location of the proposed relief sewer control structures. The model output will be in Microsoft Excel format and consist of the following information for manholes 26258MH, 34420MH, 34438MH, and 24390MH:
 - Average Daily Flow (ADF) and depth of flow for current modeled year and build-out provided in fifteen (15) minute intervals for a 72-hour duration.
 - Design peak event flow rate and depth of flow for current modeled year and build-out provided in fifteen (15) minute intervals for a 72-hour duration.
 - This Scope of Services assumes hydraulic model output will be provided twenty (20) days after Notice to Proceed.
- Design criteria included in the previous SS7465 PER will be used for the relief sewer control structures.

- Information provided in the Phase 1 Environmental Site Assessment conducted during SS7465 PER will be used to determine design criteria in the project area required due to the presence of recognized environmental conditions (RECs) to the site.
- Decision factors for the pipe and manhole rehabilitation alternative analysis will be developed by the CONSULTANT and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, system hydraulics, public impact, property and easement impacts, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- CONSULTANT will develop alternatives for the pipe and manhole rehabilitation and new relief sewer control structures in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

250 Sewer Assessment - Rehabilitation

The sewer assessment to be conducted as a part of this project shall include manhole inspection and CCTV of the abandoned sewer within the project limits. It is estimated that the project area contains approximately 31 manholes, and 7,860 linear feet of 36-inch sewer. The CONSULTANT and all associated contractors are responsible for any damages to the existing in service 48-inch sanitary sewer resulting from his/her operations relating to the work performed as a part of this scope. CONSULTANT and all associated contractors shall not be responsible for damages that occur to the existing abandoned 36-inch sewer during sewer assessment inspection activities provided the inspection activities are conducted in accordance with industry standards.

Information from all field inspections will ultimately be stored in the CITY's existing data management system. To facilitate this, during the course of the project, the CONSULTANT shall store and manage the data in accordance with the specifications. At the conclusion of the project, all data shall be submitted in a digital format following the requirements of the specifications and utilizing the electronic database formats given in the template files provided as part of various data collection specifications.

A brief summary of the technical requirements for the listed field inspection and testing work is provided below. Further information on each evaluation method is provided in the specifications.

250.1 Gravity Sewer System Manhole Inspections

Manhole inspections will be performed to evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation or replacement recommendations. The condition of the manholes will be assessed, and an inspection report will be completed in accordance with the requirements set forth in the specifications.

Every reasonable effort shall be made to locate and inspect all manholes. Individual manholes that cannot be found within 15 minutes should be sent to the CITY through the City Project Manager for assistance in locating these manholes. A GIS map with an aerial of the manholes that could not be found should be provided to the CITY. Additional manholes found during inspections over the amount estimated in the scope will be paid for out of client-controlled contingencies.

Inspection crews will be expected to follow all reporting requirements and fill out all reporting forms listed in the NASSCO MACP handbook for Level 2 inspections.

Manhole inspections shall be paid for at the unit price of \$173.26/manhole with a not-to-exceed price included in Exhibit B. Additional zoom camera inspection of manholes above the thirty-one (31) manholes included in this scope may be performed under Task 1100 – Additional Services.

250.2 Sanitary Sewer Television Inspection

The CONSULTANT shall submit a cleaning and CCTV plan to the CITY for review and approval prior to proceeding with the cleaning and CCTV inspection. The cleaning and CCTV inspection plan shall include, but not be limited to, a list and description of the equipment used to remove liquid and solids from the existing 36-inch sewer, dewater removed solids, monitor volume of liquid discharged to CITY's 48-inch sewer, manhole location(s) where liquid will be discharged into CITY's sewer, and location where dewatered solids will be hauled and disposed offsite. This scope assumes all liquid removed from the existing 36-inch sanitary sewer will be discharged into the nearby 48-inch sewer after all heavy solids have been removed utilizing a sealed debris box. Post debris box filtration of removed liquid is not included in this scope but can be provided under Task 1100 – Additional Services.

CONSULTANT shall coordinate with the City's Wastewater Compliance Manager prior to discharging any dewatered liquid into the nearby 48-inch sewer to determine any required testing of liquid (including but not limited to heavy metals and TSS testing) and disposal of dewatered solids complying with all applicable laws and regulations. All testing and disposal costs shall be included in the unit price of CCTV and heavy cleaning activities described herein. Sanitary sewer inspection shall consist of:

- 250.2a Dewatering of manholes and 36-inch sewer to perform zoom camera inspections. Dewatering for zoom camera inspections shall be paid for at the not-to-exceed price included in Exhibit B. This scope assumes dewatering of the existing thirty-one (31) manholes and 7,860 LF of 36-inch sewer will be performed one (1) time prior to zoom camera inspections. Additional dewatering of manholes and 36-inch sewer above the one (1) event included in this scope may be performed under Task 1100 – Additional Services.
- 250.2b Zoom camera inspections of 36-inch sewer located upstream and downstream of each manhole to determine condition of existing pipe, whether cleaning can be performed without damaging the existing pipe, and extent of pipe cleaning required. Zoom camera inspections shall be paid for at the unit price of \$173.26/manhole with a not-to-exceed price included in Exhibit B. Additional zoom camera inspections of 36-inch sewer above the thirty-one (31) manholes included in this scope may be performed under Task 1100 – Additional Services.
- 250.2c Heavy Cleaning of existing sewer pipe. This scope assumes that one-hundred percent (100%) of the 36-inch sewer (7,860 linear feet) will require heavy cleaning (as defined in the specifications) before performing CCTV inspection. However, if the Zoom camera inspection reveals that a majority of 36-inch inch pipe is not suitable to reuse or cannot be rehabilitated, CONSULTANT shall discuss the findings with the City before proceeding with the heavy cleaning activities. Sanitary sewer cleaning shall be paid for at the unit price of \$57.75/LF with a not-to-exceed price included in Exhibit B.

- 250.2d A mobilization fee shall be required in the event it is determined that only a portion of the 7,860 LF of 36-inch sewer needs to be cleaned after reviewing zoom camera inspection data. Mobilization fee shall be paid at the not-to-exceed price included in Exhibit B. However, a mobilization fee will not be required in the event all 7,860 LF of 36-inch sewer are determined to require cleaning.
- 250.2e Removal of uncontaminated debris and solids during cleaning of existing manholes and sanitary sewer. Removal of uncontaminated debris shall be paid for at the unit price of \$404.30/ton with a not-to-exceed price included in Exhibit B. This scope assumes a maximum of 10-tons of uncontaminated solids will be removed from the 36-inch sewer and hauled off-site for disposal. Additional uncontaminated solids above the 10-tons included in this scope may be hauled and disposed offsite under Task 1100 – Additional Services.
- 250.2f Removal of contaminated debris and solids during cleaning of existing manholes and sanitary sewer. Removal of contaminated debris shall be paid for at the unit price of \$2,310/ton with a not-to-exceed price included in Exhibit B. This scope assumes a maximum of 10-tons of contaminated solids will be removed from the 36-inch sewer and hauled off-site for disposal. Additional contaminated solids above the 10-tons included in this scope may be hauled and disposed offsite under Task 1100 – Additional Services
- 250.2g CCTV inspection of the 7,860 LF of existing 36-inch sewer shall consist of digital video recordings, digital photos and a NASSCO PACP database. Inspection logs shall also be provided. CCTV inspection, including any cleaning subsequent to the heavy cleaning previously completed, shall be paid for at the unit price of \$5.78/LF with a not-to-exceed price included in Exhibit B. All sewers shall be cleaned before performing CCTV.
- 250.2h CONSULTANT shall provide a temporary fabricated steel bridge to facilitate the inspection of the manholes and 36-inch sewer located to the west of the Norfolk Southern Railway. The temporary steel bridge shall span the Smith Branch located north of the Columbia Canal Inlet and be located within the existing City of Columbia easement. The bridge will be installed on timber mats on each embankment of the Smith Branch. Timber mats will also be laid on top of the steel structure attached by cables to provide a riding surface across the temporary bridge. The bridge shall be designed to handle loading from cleaning and inspection equipment required to complete the SSES evaluation of the existing 36-inch sanitary sewer and associated manholes. The temporary fabricated steel bridge shall be paid for at the not-to-exceed price included in Exhibit B.

The recommended rehabilitation approach will be determined based on the SSES information. The CONSULTANT is to evaluate multiple rehabilitation methods and make recommendations based on cost and other factors such as O&M, community impacts, CITY standards, etc. Information required for rehabilitation design will include pipes to be lined, pipes to be relocated, pipes to be burst, a list of sags observed, required point repairs, service lateral repairs, manholes requiring lining, and other manhole and pipeline rehabilitation work as required.

260 Preliminary Design Reviews

- CONSULTANT will prepare a report of findings and recommendations for review by the CITY.

- CONSULTANT will conduct a draft (50%) PER/alternative analysis progress meeting with the CITY to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution. It is assumed this meeting will be conducted as part of the monthly progress meetings as described in Task 120.
- CONSULTANT will conduct a pre-final (90%) PER/alternative analysis meeting with the CITY to present the results of the SSES evaluation, recommended rehabilitation, and using the diversion and junction structure concepts developed under SS7465 for using the 36-inch abandoned sewer as a relief sewer and solicit feedback on the recommended alternative. It is assumed this meeting will be conducted as part of the monthly progress meetings as described in Task 120.

270 Preliminary Engineering Report and Alternative Analysis

- Upon approval by the CITY, CONSULTANT will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final rehabilitation plan, diversion and junction structures recommendation and preliminary opinion of probable project cost.
- CONSULTANT will provide the CITY copies of the report and meet with the CITY to review findings. Documentation of the review will be provided to the CITY by the CONSULTANT.

280 Data Management

Data management is an imperative aspect to any successful SSES. A centralized project database will be created to organize and manage the collected information and will be imported into the CITY's GIS system. The data management task will include the following activities:

- **Data Quality Control Review** – CONSULTANT will utilize the CITY approved database software and management tools to perform quality control and review of all data collected during the project. CONSULTANT to follow quality control and continuity check requirements as specified in the specifications, in particular Section 00313 GIS Database Update for SSES Projects. Documentation of compliance with this plan is to be submitted with each milestone submittal (PER).

CONSULTANT shall submit CCTV, Manhole Inspection databases, GIS updates and associated data (including digital photographs, videos, and any other associated records) in accordance with the following schedule:

- Sample Database Submittal – Prior to 50% PER Milestone (submittal shall include a few pipe segments and a few manholes for OWNER Quality Control review)
- Initial Database Submittal – 50% PER Milestone (submittal shall include all available data)
- Draft Final Database Submittal – 90% PER Milestone (submittal shall include data for all pipe segments and manholes)

○ Final Database Submittal – Final PER

See specifications for additional information on these submittals. If the CITY determines through the Quality Control review that minor changes need to be made to the submittal, the CITY will only compensate the CONSULTANT for up to 75 percent of the value of the work invoiced with the remaining 25 percent paid upon the CITY's final acceptance of the submittal. The CITY will not pay for any rework.

OWNER to be provided with an external hard drive by the CONSULTANT with the first monthly submittal which is large enough to store all of the data collected for the duration of the project and will allow for subsequent monthly data submittals to be loaded throughout the project. Final external hard drive refers to the master hard drive that will become property of the OWNER upon completion of the project.

The CONSULTANT shall compile and submit to OWNER a sample complete database submittal and all associated data for detailed review before the first monthly data submittal. See specifications for additional information on the sample submittal and other submittal requirements.

CONSULTANT shall keep a digital log in either Excel or database format on SharePoint tracking all submittals received by CONTRACTOR, and all submittals made to OWNER. This shall include at a minimum:

Date received from CONTRACTOR, date of submittal to OWNER, what is included in submittal (this must be clear so that at the end of the project when all of the submittal data is loaded onto one drive each submittal can be clearly identified based on this information-this should include the type of information (i.e. videos, photos, etc.), and the associated areas and assets being included as defined in each database).

Upon conclusion of each type of testing/inspection the CONSULTANT shall submit a full final database and all associated data and files to the CITY to ensure completeness and allow for review before deeming them FINAL. Final database shall be submitted no later than the date of submittal of the draft Preliminary Engineering Report.

Task 200 Deliverables

- Meeting Materials & Notes for Utility and Regulatory Agency Meetings
- Sanitary Sewer Cleaning and CCTV Inspection Plan
- Draft and Final Preliminary Engineering Report
- SSES Database on an External Hard Drive

TASK 300 – Survey and Utility Mapping

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 project area 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.

320 Field Survey

- CONSULTANT shall coordinate with CITY to obtain SS695401 Sewer Main Construction 48-inch Sanitary Sewer Interceptor Replacement Along Broad River and Crane Creek Including Bypass Pumping Plan project digital CADD files as indicated in Task 210.
- CONSULTANT shall coordinate with CITY for any survey notification letters other than the permission to survey that was obtained for the project SS7465. 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 SS695401 project base map. 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 36-inch and 48-inch sewers), 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 2,000 lf of the existing alignment. Where the existing sanitary sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for construction phase. Where the existing sanitary 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

- CONSULTANT will review the existing easement information contained in the SS7465 PER for the existing sewer located within the project area and provide a preliminary determination of the permanent and temporary easements required during construction of the selected alternative in the PER.
- Easement exhibits will be created at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations.

340 Utility Mapping

- The CONSULTANT will use the information collected under project SS7465 to the extent possible for this project. No Sub Surface Utility Engineering (SUE) is proposed for this project.

Task 300 Deliverables

- 24x36 Hard Copy and digital PDFs of Survey.
- USACOE Wetland Delineation.
- Manhole Elevation and Coordinates of the Relief Sewer to Update the GIS.
- Survey File in AutoCAD Civil3D (electronic .dwg file).
- ASCII Text File with Surveyed Points with Point Number, Locations, Elevation, and Description.
- List of Property Owners for Notification.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Existing Geotechnical Baseline Report by F&ME dated December 9, 2014 provided by the CITY during the SS7465 project will be used during the rehabilitation alternative analysis and PER phase of the project.
- In addition to the existing report, geotechnical borings will be performed within the project areas where relief sewer control structures are to be located, where segments of existing sewer are to be removed and relocated, and along segments of pipe to be rehabilitated. This information will be used to determine general soil conditions, design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A total of seven (7) borings are anticipated.
- 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 500 – Final Design

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 600 – Permits and Property

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 700 – Bidding and Award

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 800 – Engineering Services During Construction

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 900 – Full Time Construction Inspection

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 1000 – Project Closeout

The scope of this task to be determined at a later date and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 1100 – Additional Services

1110 General Task

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

- Additional manhole inspections above the thirty-one (31) manholes included in the Scope of Services.
- Additional gravity sewer cleaning and CCTV inspection above the 7,860 LF included in the Scope of Services.
- Additional solids hauled and disposed off-site above the 20-ton included in the Scope of Services.
- Additional dewatering of existing manholes and 36-inch sewer above the single dewatering event required to perform the zoom camera inspections included in the Scope of Services.
- Post debris box filtration of liquid removed from existing 36-inch sewer and associated manholes.
- Additional surveying outside original scope.
- Preparation of Army Corps of Engineers Individual or Nationwide Permit.
- Preparation of easement exhibits.
- Wetlands mitigation plan.
- Flood Study or Flood Impact Analysis.
- Environmental Site Assessments.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.

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

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ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.



Page 1

EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7555
Lower Crane Creek Relief Sewer Phase 2

Compensation for services provided under Tasks 100 through 400 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$956,748.00. This includes \$323,113.00 of lump sum (LS) tasks, as well as \$633,635.00 of Not-To-Exceed (NTE) tasks. Lump Sum and NTE tasks are clearly labeled in the chart below.

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

Task	Description	LS/NTE/HOURLY	Subconsultants	Total
100	Evaluation & Project Administration - CIPP	LS	\$41,100.00	\$95,345.00
200	Preliminary Planning, SSES, Evaluation and Analysis of Rehabilitation Alternatives	LS	\$60,005.00	\$172,338.00
250.1	Gravity Sewer Manhole Inspections	NTE	\$5,115.00	\$5,371.00
250.2	Sanitary Sewer Television Inspection			
250.2a	Dewatering Manholes for Zoom Camera Inspections	NTE	\$10,450.00	\$10,973.00
250.2b	Zoom Camera Inspections	NTE	\$5,115.00	\$5,371.00
250.2c	Sanitary Sewer Cleaning (Heavy)	NTE	\$432,300.00	\$453,915.00
250.2d	Sanitary Sewer Cleaning Mobilization	NTE	\$33,000.00	\$34,650.00
250.2e	Debris Removal - Uncontaminated	NTE	\$3,850.00	\$4,043.00

250.2f	Debris Removal – Contaminated	NTE	\$22,000.00	\$23,100.00
250.2g	CCTV Inspection	NTE	\$43,230.00	\$45,392.00
250.2h	Temporary Bridge	NTE	\$48,400.00	\$50,820.00
300	Survey & Utility Mapping	LS	\$25,466.00	\$32,819.00
400	Geotechnical Investigation	LS	\$19,915.00	\$22,611.00
	Total of Contract		\$749,946.00	\$956,748.00
	% of Contract to Subconsultants		5.61%	
	% of Contract to Protégé		72.78%	

The Engineer's requirement for Protégé Participation is 20%.

APPENDIX - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Bunnell-Lammons Engineering, Inc. DUNS# 962842274	N/A	Geotechnical Exploration	\$19,915.00	2.08 %	N/A	
Wantman Group, Inc. DUNS# 938414349	N/A	Condition Assessment	\$8,250.00	0.86 %	N/A	
Civil Engineering Consulting Services, Inc. DUNS# 960785772 CAGE# 4L6V7	V013460	Wetland Delineation	\$11,966.00	1.25 %	DBE	
Summit Engineering Group, Inc. DUNS# 022002813	N/A	Surveying	\$13,500.00	1.41 %	N/A	
HydroStructures DUNS# 183679690	V012878	Sewer Cleaning & Inspections	\$548,600.00	57.34 %	N/A	
Highfill Infrastructure Engineering, PC DUNS# 080560074 CAGE #: 7TNP3	V016533	Inspections, Data Mngmnt, Prelim Design	\$147,715.00	15.44 %	SBE	

Key: Minority/Women Owned Business Enterprise Association Code**AF** – Asian American Female**AM** – Asian American Male**BF** – African American Female**BM** – African American Male**FB** – Non-Minority Female Owned**HF** – Hispanic American Female**HM** – Hispanic American Male**NF** – Native American Female**NM** – Native American Male**COMBINED TOTAL SUB AMOUNT \$** \$749,946.00 (Subs + Protege)**TOTAL CONTRACT AMOUNT: \$** \$956,748.00

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

Business Name: - Black & Veatch CorporationRepresentative Name/Title: Jeff Wells, P.E. Associate Vice PresidentDate: March 7, 2022**Business Information for Subconsultants/Subcontractors- Continued**

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)****Bunnell-Lammons Engineering, Inc.**

Company Name

6004 Ponders Court

Physical Address

6004 Ponders Court

Mailing Address

Greenville, SC 29615

City/State Zip Code + 4

(864) 288-1265

Phone number

()

Fax number

Bill Mathews, PE

Primary Contact Name

Bryan Howard, PE

Secondary Contact Name

bill.mathews@blecorp.com

Primary Contact Email Address

bryan.howard@blecorp.com

Secondary Contact Email Address

57-1056336

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)**Wantman Group, Inc**

Company Name

2021 E 5th Street, Suite 200

Physical Address

2021 E 5th Street, Suite 200

Mailing Address

Austin, TX 78702

City/State Zip Code + 4

(210) 860-9224

Phone number

()

Fax number

Leigh Thomas, PE

Primary Contact Name

Secondary Contact Name

leigh.thomas@wginc.com

Primary Contact Email Address

Secondary Contact Email Address

65-0271367

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)**Civil Engineering Consulting Services, Inc**

Company Name

2000 Park Street, Suite 201

Physical Address

2000 Park Street, Suite 201

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(803) 779-0311

Phone number

()

Fax number

Kally McCormick

Primary Contact Name

Secondary Contact Name

mccormickk@cecsinc.com

Primary Contact Email Address

Secondary Contact Email Address

57-0980593

Federal ID #

V013460

Vendor #

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

Summit Engineering Group, Inc

Company Name

9601 Warren H Abernathy Hwy

Physical Address

9601 Warren H Abernathy Hwy

Mailing Address

Spartanburg, SC 29301

City/State Zip Code + 4

(864) 949-1111

Phone number

()

Fax number

Johnny Kinsey

Primary Contact Name

Secondary Contact Name

jkinsey@summitengineeringgroup.com

Primary Contact Email Address

Secondary Contact Email Address

26-2107527

Federal ID #

Vendor #

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

HydroStructures

Company Name

1725 12th Street

Physical Address

1725 12th Street

Mailing Address

15.a

Cayce, SC 29033

City/State Zip Code + 4

(803) 203-0778

Phone number

()

Fax number

Mike Ping, PE

Primary Contact Name

Secondary Contact Name

mike.ping@hydrostructures.com

Primary Contact Email Address

Secondary Contact Email Address

56-2154425

Federal ID #

V012878

Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: <u>12/9/2021</u>	Total Project Contract Amount: <u>\$956,748.00</u>
Project Name: <u>Lower Crane Creek Relief Sewer Phase 2</u>	Mentor Amount: <u>\$260,433.00</u>
Project #: <u>SS7555</u>	Mentor % of Total Contract: <u>27.22%</u>
Mentor: <u>Black & Veatch</u>	Protégé Amount: <u>\$696,315.00</u>
Protégé: <u>HighFill Infrastructure Engineering, PC</u>	Protégé % of Total Contract: <u>72.78%</u>
	Duration of the Project: <u>10 months</u>

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

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

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

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

A formal subconsultant agreement will be signed between Black & Veatch and HighFill Infrastructure Engineering, PC (HF) clearly defining the scope of work HF is to provide including the contract amount and schedule. HF's role in the project will be to primarily provide project coordination, SSES services, utility coordination, and permitting agency coordination services. A design kickoff meeting will be scheduled.

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

This phase of the project includes condition assessment and preliminary design and will provide an opportunity for the protégé to have a roll in project management and a roll in the technical design of the project. Both areas are identified as general goals for growth.



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

A schedule of deliverables will be established and agreed on by the M-P team. Milestones dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.

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: Key personnel includes Rob Osborne, PE (Project Manager), Chad Walters, PE (Engineering Manager), Barsha Neupane (Project Engineer), Emma deBlonk (Staff Engineer). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé: Key personnel includes Ray Cox, PE and Dave Johnson, PE. HF currently has the equipment, materials, and insurance to perform 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?
Wantman Group, Inc.	Black & Veatch	Black & Veatch
CECS	Black & Veatch	Black & Veatch
Summit Engineering Group	Black & Veatch	Black & Veatch
BLE	Black & Veatch	Black & Veatch
HydroStructures	HighFill Infrastructure Engineering	HighFill Infrastructure Engineering

Special Arrangements: None required.



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

- a. Description of Mentor's responsibilities on project: Provide condition assessment, rehabilitation alternatives analysis, and preliminary engineering services for the recommended improvements for the subject areas.

- a. Description of Protégé responsibilities on project: Provide SSES services for existing sewer pipe and manholes, regulatory review, and utility coordination services.
- b. Description of responsibilities that will be completed as a team: Review of SSES data, rehabilitation alternative analysis, and drafting of a preliminary engineering report that will be used to determine services required during design and construction phase.

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

Protégé will be utilized for project administration, condition assessment, SSES, and preliminary engineering.

Project Management & Administration – 10 Months

Preliminary Planning, SSES, Evaluation and Analysis of Rehabilitation Alternatives – 10 Months

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

Project meetings with design team will include:
Kickoff meeting
Monthly progress meetings during design
Weekly design meetings
Preliminary Engineering Report Review Meeting
Final Engineering Report Review Meeting



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

Protégé will be paid on percent complete of lump sum tasks. 100% of lump sum will be paid on completion of final deliverable.

Protégé will be paid based on a unit price for SSES services.

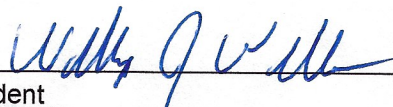
Invoice and payments to be made on a monthly basis.

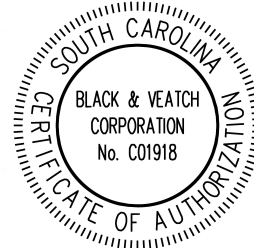
MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

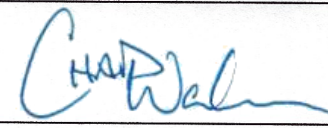
MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

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 Black & Veatch (Mentor Firm) this 10th day of December 2021.
Corporate SEAL

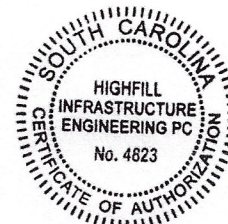
By: William J. Wells, PE 
Title: Associate Vice President
Firm Name: Black & Veatch Corporation

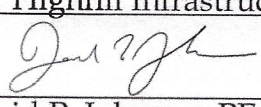


ATTEST: 
By: _____
Title: Engineering Manager

EXECUTED by Highfill Infrastructure Engineering, P.C. (Protégé Firm) this 9th day of December 2021.
Corporate SEAL

By: J. Ray Cox, PE 
Title: Vice President
Firm Name: Highfill Infrastructure Engineering, P.C.



ATTEST: 
By: David P. Johnson, PE
Title: Project Manager

RECOMMENDED FOR APPROVAL:



CITY OF COLUMBIA

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

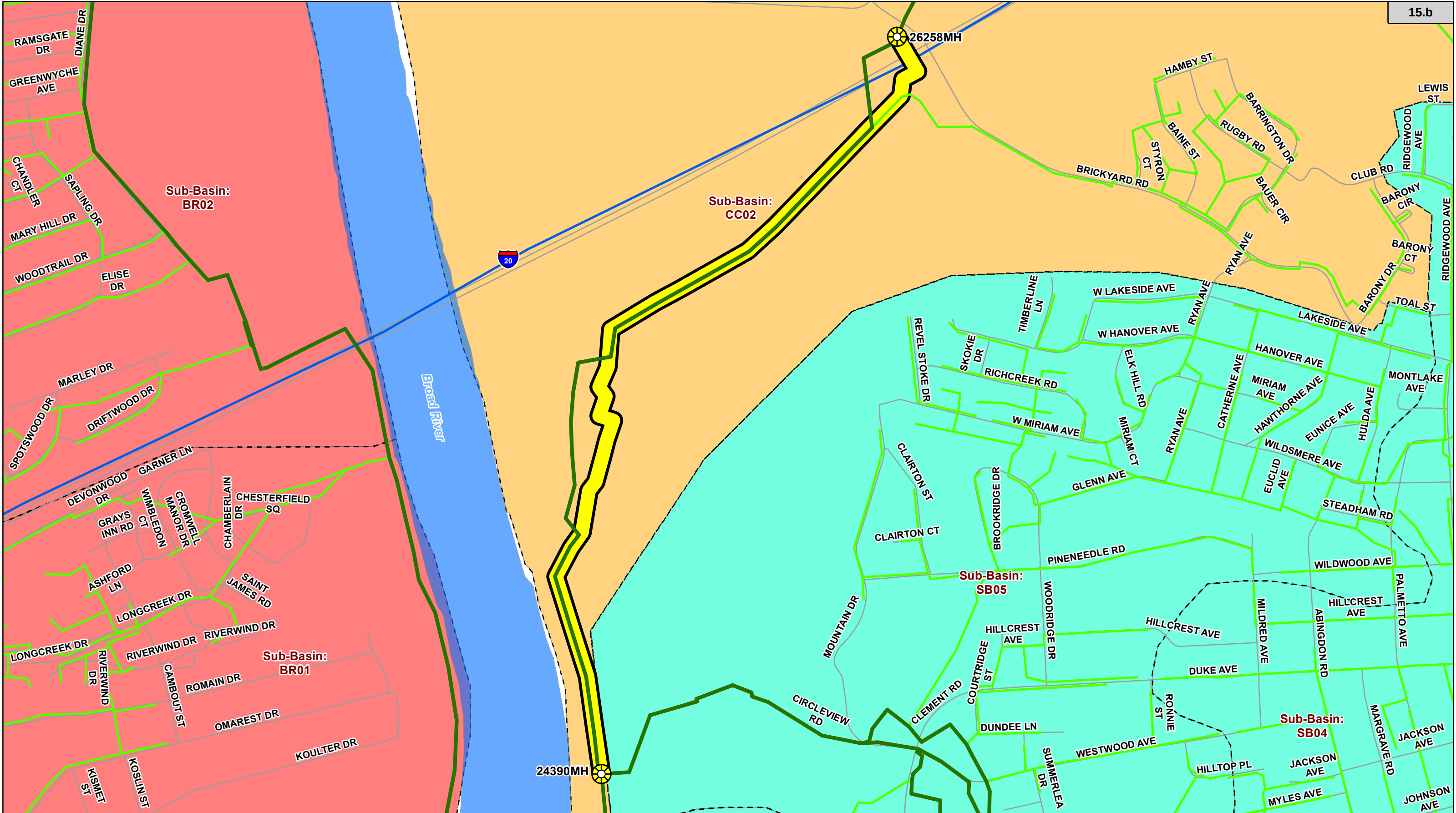
EXECUTED by the Office of Business Opportunities - Compliance on this 17th day of
February 20 22.

By: *LaTonya B Germany*

Title: Program Compliance Specialist

***Note:**

This project is at the preliminary investigation stage (approximately 30% of design completion) and the Protégé' self-performance role will expand upon issuance of final design, permitting, and construction administration services. Although the Protégé will likely self-perform less than 50% of their total contract amount due to the amount provided to their sub-consultant at the current stage, the Mentor is committed to expanding the Protégé' role throughout the contract and will ensure a minimum of 20% of the total contract is provided to the Protégé at each subsequent phase of the project.



Clean Water 2020



SS7555 Lower Crane Creek Project



SS7555 Upstream & Downstream Manholes



Sewer Gravity Mains ($\geq 15"$)



Sewer Gravity Main

- Broad River
- Crane Creek
- Gills Creek
- Mill Creek

- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia



1 inch = 700 feet

0 250 500 1,000 Feet

SS7555 Lower Crane Creek Relief Sewer Phase 2

Prepared For:

Packet Pg. 445



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for 819
Skyland Drive; TMS# 07313-01-06

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Ordinance No.: 2022-017 - Annexing 819 Skyland Drive, Richland County TMS# 07313-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 2

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

Applicant: Emily Frantz

Staff Recommendation: Approval

PC Recommendation: 01/13/2022; Approval (5-0)

First reading approval was given on March 15, 2022.

ATTACHMENTS:

- **#a:** ANNEX-2021-0022_819Skyland (PDF)
- **#b:** 2022-017 Annex and Incorporate 819 Skyland Drive (PDF)
- **#c:** Offer_Notice_Skyland819 (PDF)

- #d: Skyland819_Petition (PDF)

HISTORY:

03/15/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 819 Skyland Drive; TMS# 07313-01-06

Council District:	2
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family-Large Lot District (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-LD by Richland County.
Applicant:	Emily Frantz
Staff Recommendation:	Approval
PC Recommendation:	01/13/2022; Approval (5-0)
ZPH, 1 st Reading:	03/15/2022; Pending
2 nd Reading:	04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.56 acres
Current Use: Residential (Single Family Residence)
Proposed Use: Residential (Single Family Residence)
Reason for Annexation: Civic Participation
Urban Service Area: Donut Hole-Secondary
Current County Land Use Classification: Mixed Residential High Density
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family-Large Lot District (RSF-1)
Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this existing single family residence would be **approximately \$100 per year**, based on calls to similar properties within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

This property is currently served by City water; however, sewer service is not currently available. The property owner has indicated they are not seeking to connect to sewer at this time, however it should be noted that if it should become necessary to extend sewer to the property, a current estimate is **approximately \$180,000** including contingency. This extension would provide availability to six additional parcels.

Water Customer Care

The customer on the property will pay water rates approximately **40% lower** than out-of-city customers. This property does not currently have City sanitary sewer service.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole – Secondary in the Urban Service Area plan. An existing single family residence is on the site, and the estimated real estate tax revenue generated for the City would be **approximately \$470 per year** based on the current taxable value of this property. The cost to extend sewer, if it would be required, is significant- however it should be noted that the property owner has indicated that they are not seeking a sewer connection as their septic system has been recently inspected and is in good condition.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole-Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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 classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently designated as Mixed Residential High Density by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [*Broad River Corridor and Community Master Plan*](#), adopted by Richland County in 2010. The property falls within the Greystone Boulevard Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Suburban Residential District to the subject property (Page 32). The property is not located within the gateway district or node (Page 56), nor is it located within a catalyst project area and is not identified as an infill redevelopment opportunity (page 52).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (GC) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the North, East, and South.

The proposed City of Columbia zoning district is Residential Single Family – Large Lot (RSF-1).

Residential Single-Family - Large Lot District (RSF-1)

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.

STAFF RECOMMENDATION

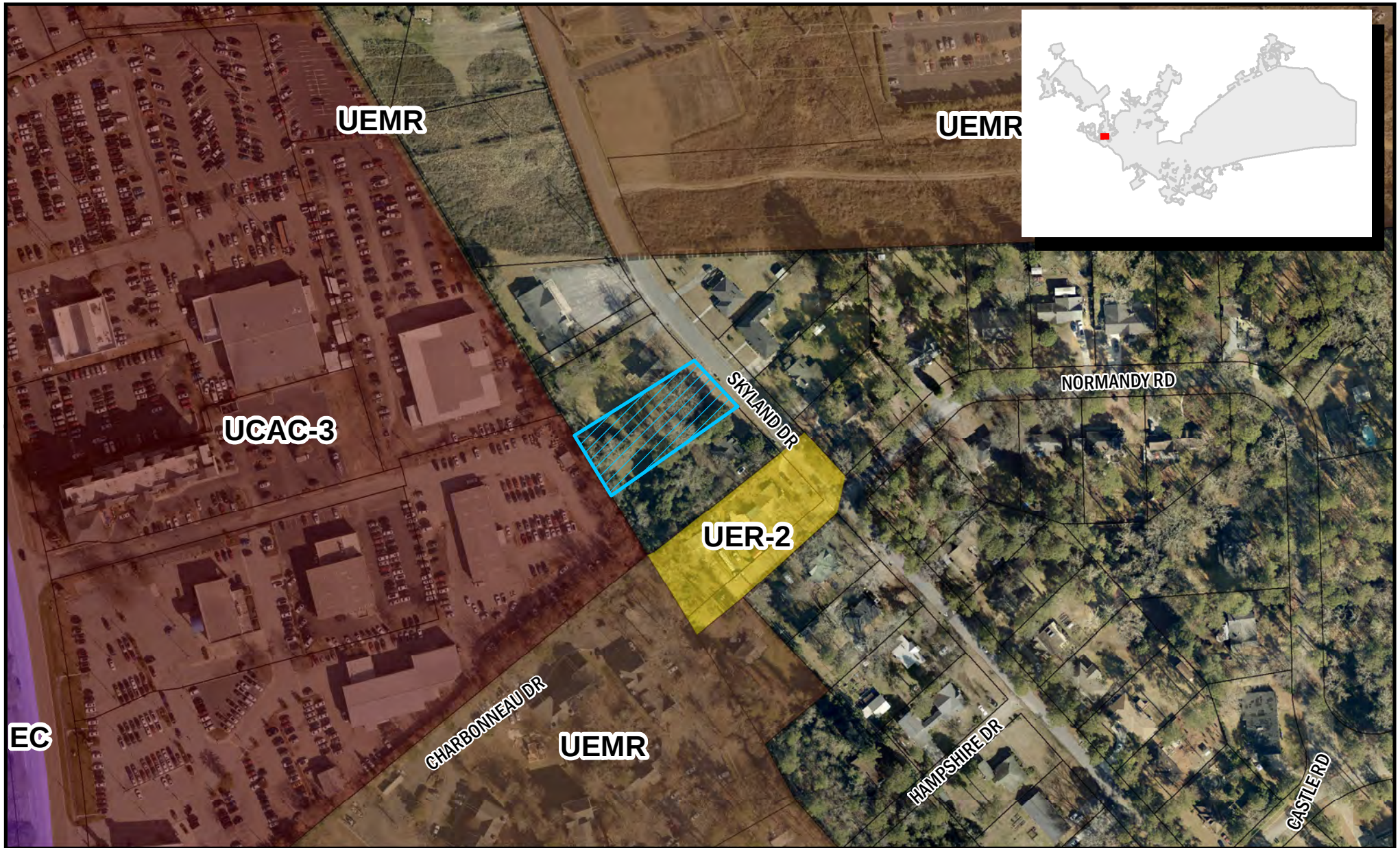
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family-Large Lot (RSF-1) at the time of annexation.



Future Land Use Map

819 Skyland Drive, TMS# 07313-01-06,
Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

16.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
ISA

Packet Pg. 453

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

819 Skyland Drive, TMS# 07313-01-06;
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

16.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



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DISCLAIMER:
The City of Columbia Department of
Planning and Development Services
data represented on this map or plan
is the product of compilation, as
produced by others. It is provided
for informational purposes only and
the City of Columbia makes no
representation as to its accuracy. Its

Packet Pg. 454

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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.



Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(e) RSF-1: Residential Single-Family - Large Lot District****(1) 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.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

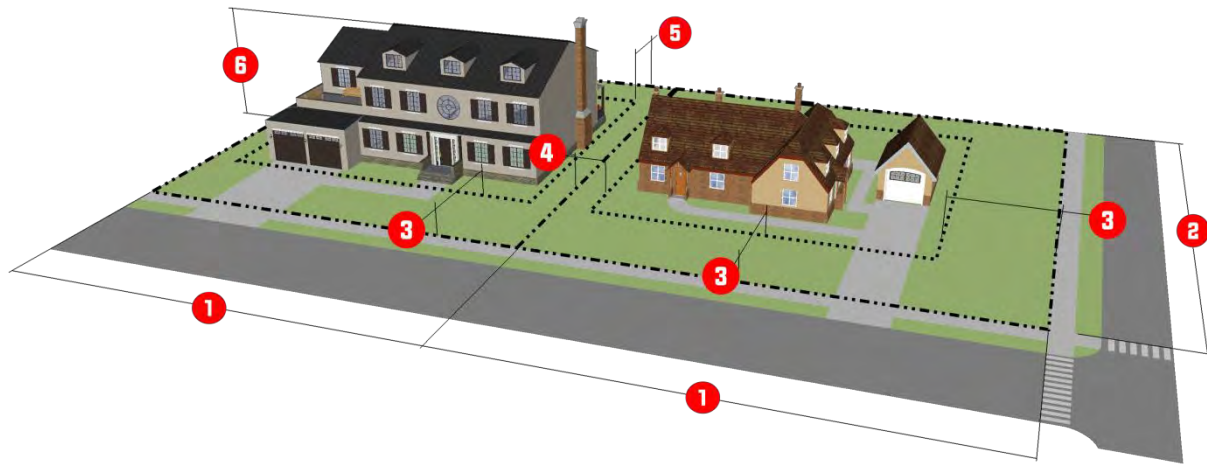
(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
1 Lot Width, min. (ft.)	90
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	8
5 Rear Yard Setback, min. (ft.)	15
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts

Sec. 17-3.2. Residential Base Zoning Districts
 (e) RSF-1: Residential Single-Family - Large Lot District



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-017

Annexing 819 Skyland Drive, Richland County TMS# 07313-06-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 819 Skyland Drive and TMS# 07313-01-06 containing 0.56 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 #2, Census Tract 104.03, 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.: 07313-01-06

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry _____

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-017
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.56 acres, more or less, and shown and designated as block 01, lot 06 on Richland County Tax Map 07313. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 9, 2021

RE: **Property Address:** 819 Skyland Drive
Richland County TMS#: 07313-01-06
Owner(s): Emily Frantz
Current Use: Residential (Single Family Residence)
Proposed Use: Residential (Single Family Residence)
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family - Large Lot (RSF-1)
Reason for Annexation: Civic Participation; Donut Hole - Secondary
City Council District: 2
Census Tract: 104.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **January 13, 2022** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

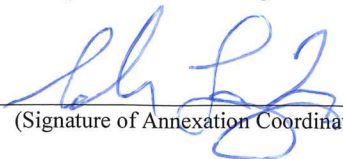
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Interim Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 5-0
 on 1/13/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-1 (Zoning classification) by -
 on 1/13/22 (mm/dd/yyyy).

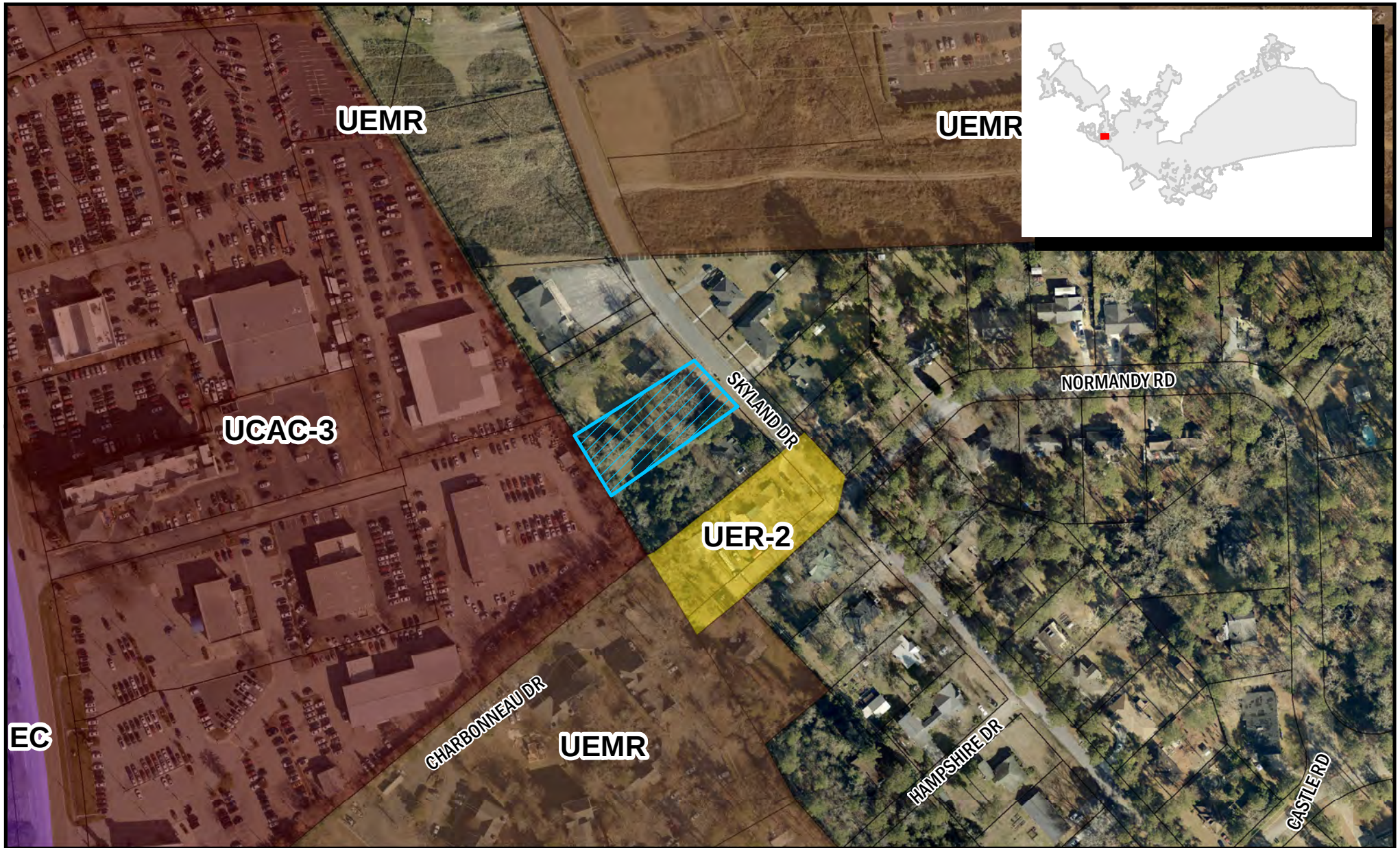

 (Signature of Annexation Coordinator)



Future Land Use Map

819 Skyland Drive, TMS# 07313-01-06,
Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

16.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



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CITY OF COLUMBIA PLANNING DEPARTMENT
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
ISA

Packet Pg. 464

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

819 Skyland Drive, TMS# 07313-01-06;
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

16.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



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Planning and Development Services
data represented on this map or plan
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representation as to its accuracy. Its

Packet Pg. 465

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.56 acres, more or less, and shown and designated as block 01, lot 06 on Richland County Tax Map 07313. Said parcel having such boundaries and measurements as are shown on said tax map.

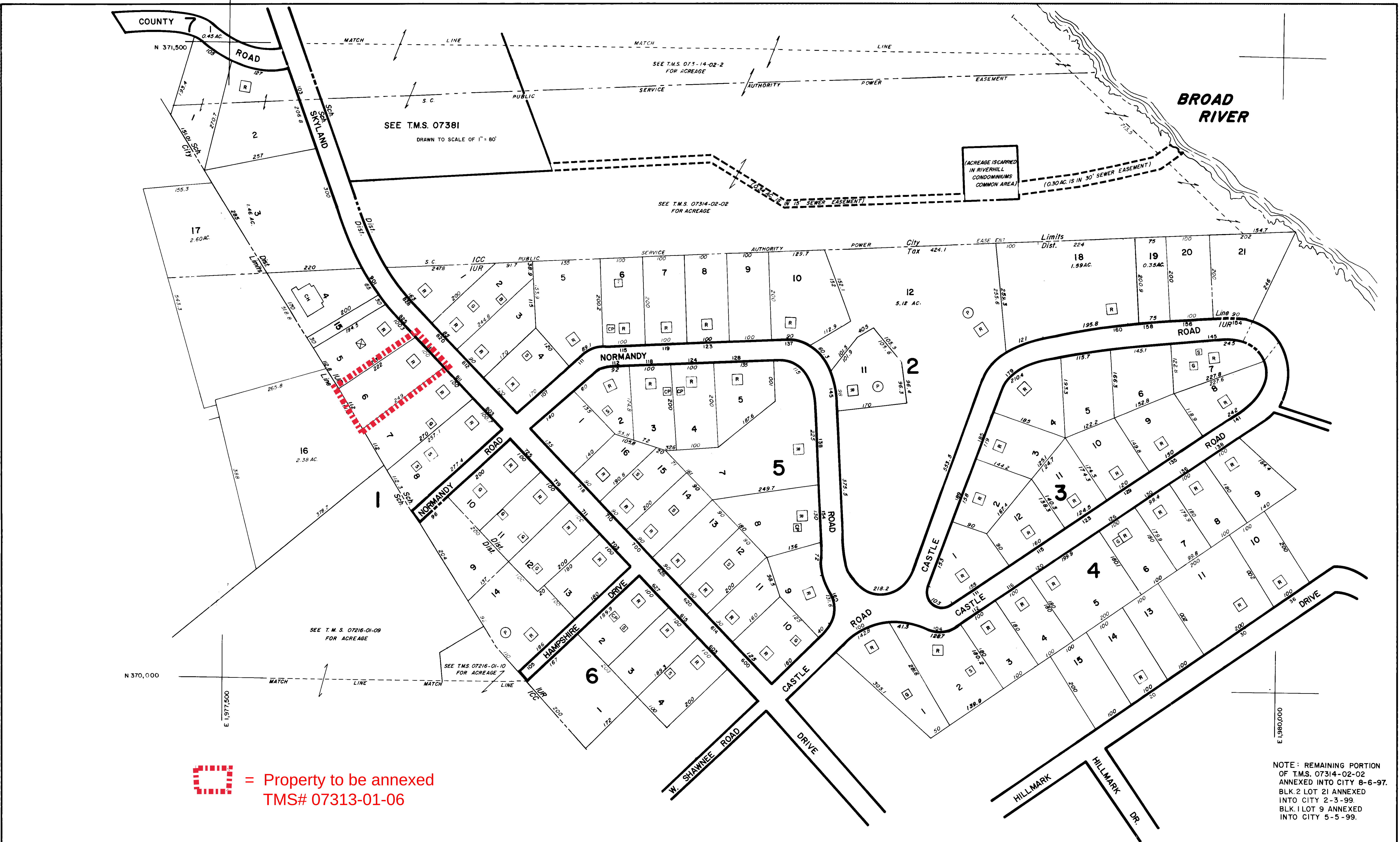
Richland County TMS: 07313-01-06

Property Address: 819 Skyland Drive


 Emily Frantz

Date: 10/27/21

07313



= Property to be annexed
TMS# 07313-01-06

NOTE: REMAINING PORTION
OF T.M.S. 07314-02-02
ANNEXED INTO CITY 8-6-99.
BLK. 2 LOT 21 ANNEXED
INTO CITY 2-3-99.
BLK. 1 LOT 9 ANNEXED
INTO CITY 5-5-99.

Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/84	12/05
12/85	12/06
12/87	
12/88	12/01
	12/02
	12/03

PROPERTY LINE	
RIGHT OF WAY	
CITY LIMITS	
SCHOOL DIST.	
RAILROAD	
PUBLIC ROAD AND BLOCK DIVIDER	

LEGEND	
	DENOTES BUILDING USE R - RESIDENTIAL C - COMMERCIAL ETC.
(B) (C)	DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO	50
LOT NO	50
LOT MEASUREMENT	150.5
ACREAGE	6.55 AC
ADDRESS	1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY		
073-10	073-14	091-02
073-09	073-13	091-01
072-12	072-16	090-04

GRAPHIC SCALE

1" = 100'

NORTH

PROPERTY MAP SHEET NO.
07313
SCHOOL DISTRICT
ICC,IUR

Packet Pg. 467



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for 626
Sallie Baxter Road; TMS# 16404-11-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Ordinance No.: 2022-015 - Annexing 626 Sallie Baxter Road, Richland County TMS# 16404-11-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

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

Applicant: Stacy M. Walden and James B. Walden

Staff Recommendation: Approval

PC Recommendation: 01/13/2022; Approval (5-0)

First reading approval was given on March 15, 2022.

ATTACHMENTS:

- **#a:** ANNEX-2021_0023_626SallieBaxter_Council (PDF)
- **#b:** 2022-015 Annex and Incorporate 626 Sallie Baxter Road (PDF)
- **#c:** Offer_Notice_SallieBaxter626 (PDF)

- #d: SallieBaxter626_Petition (PDF)

HISTORY:

03/15/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 626 Sallie Baxter Road; TMS# 16404-11-01

Council District:	4
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family-Large Lot District (RSF-1) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-LD by Richland County.
Applicant:	Stacy M. Walden and James B. Walden
Staff Recommendation:	Approval
PC Recommendation:	01/13/2022; Approval (5-0)
ZPH, 1 st Reading:	03/15/2022; Pending
2 nd Reading:	04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.87 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole-Primary
Current County Land Use Classification: Mixed Residential High Density
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family-Large Lot District (RSF-1)
Census Tract: 116.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this existing single family residence would be **approximately \$200 per year**, based on calls to similar residential properties within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers. New sewer service is being added to the residence.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole - Primary in the Urban Service Area plan. An existing single family residence is on the site, and the estimated real estate tax revenue generated for the City would be **approximately \$1,500 per year** based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole-Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential High Density by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Single Family-Large Lot District (RSF-1) to the North and South and General Commercial District (GC) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the East.

The proposed City of Columbia zoning district is Residential Single Family-Large Lot District (RSF-1).

Residential Single-Family - Large Lot District (RSF-1)

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.

STAFF RECOMMENDATION

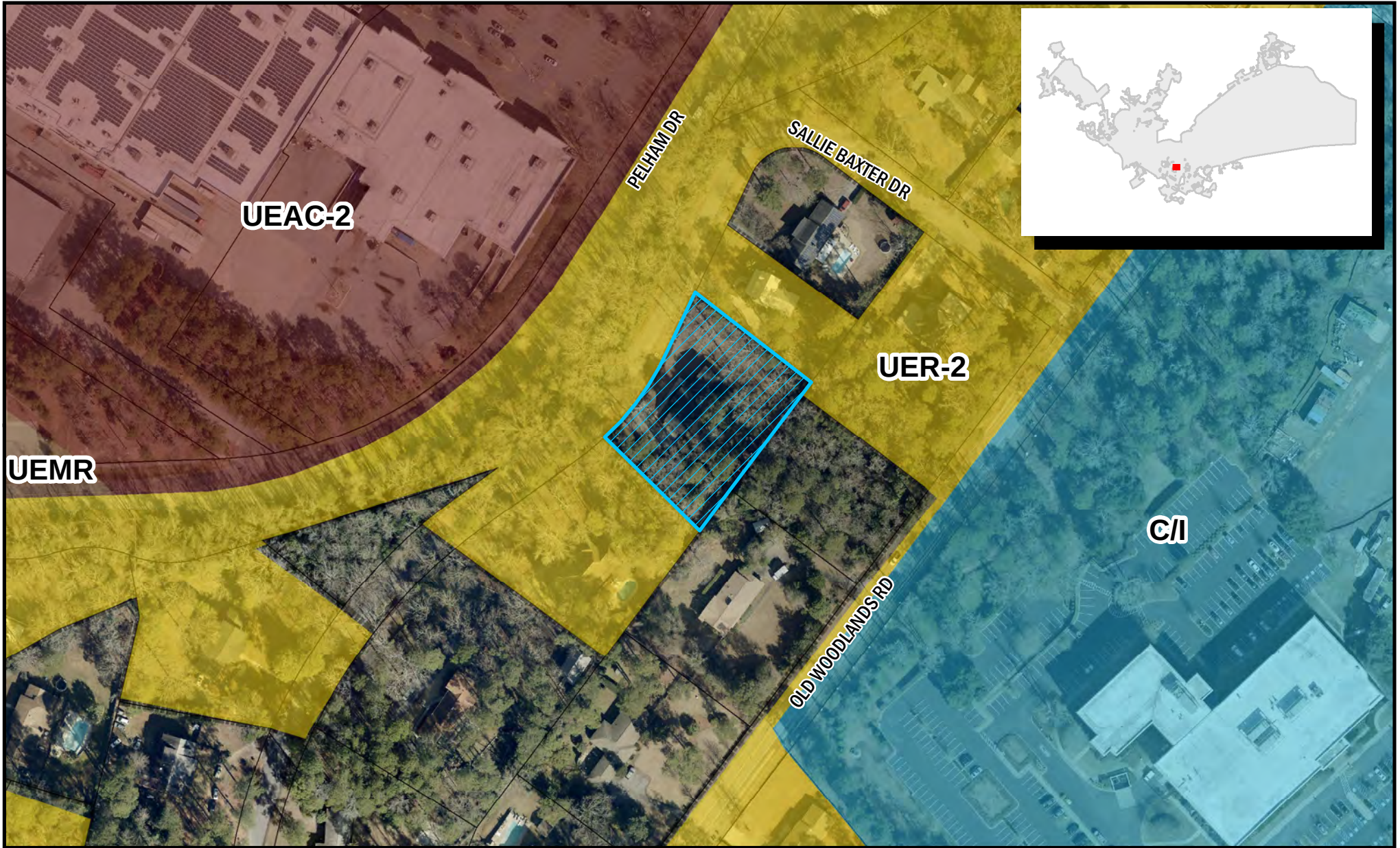
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family-Large Lot (RSF-1) at the time of annexation.



Future Land Use Map

626 Sallie Baxer Road, TMS# 16404-11-01,
Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

17.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



We Are Columbia



0 40 80 160
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
ISA

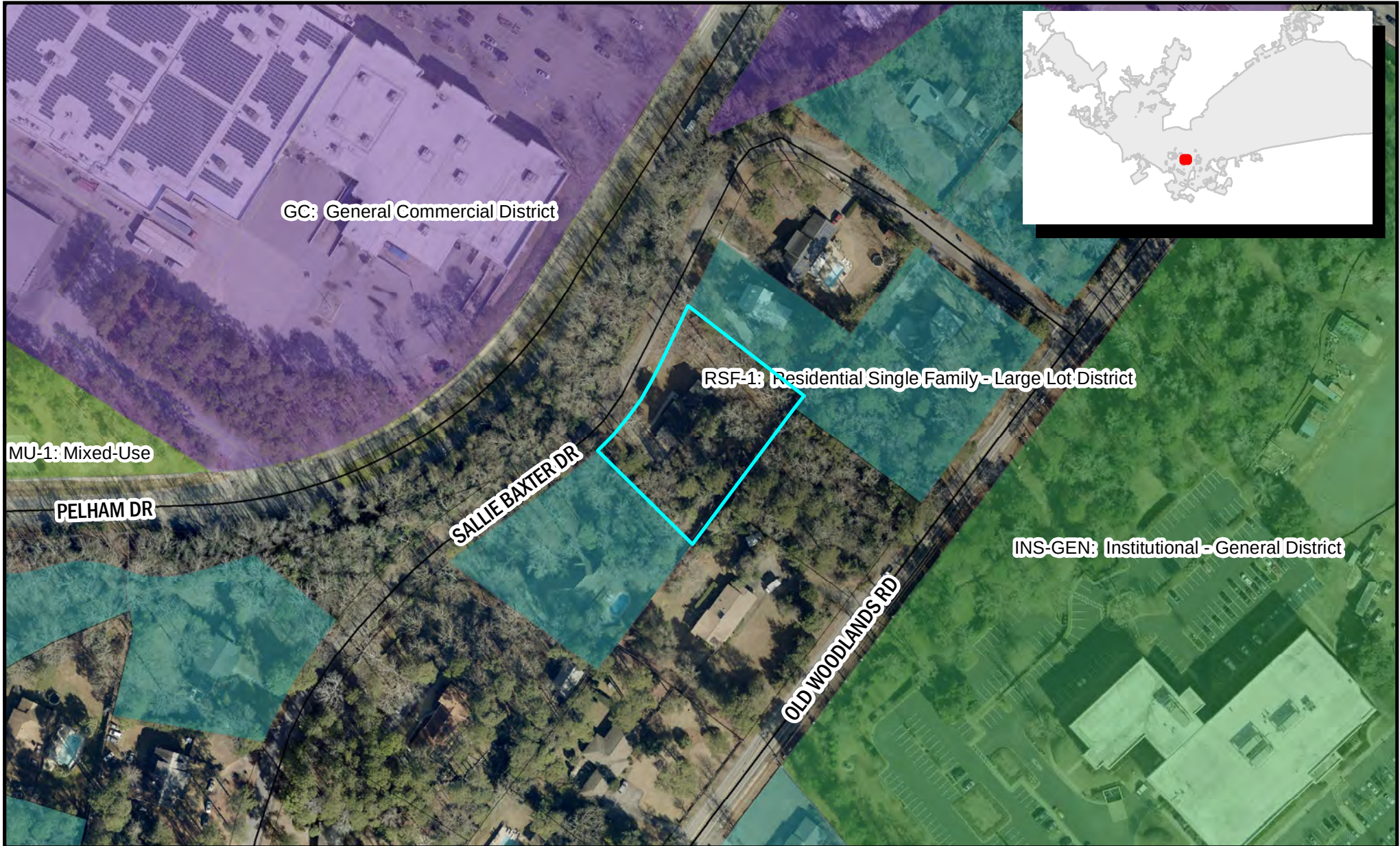
Packet Pg. 474

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

626 Sallie Baxer Road, TMS# 16404-11-01,
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

17.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



0 40 80 160
Feet

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The City of Columbia Department of
Planning and Development Services
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the City of Columbia makes no
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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.



Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(e) RSF-1: Residential Single-Family - Large Lot District****(1) 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.

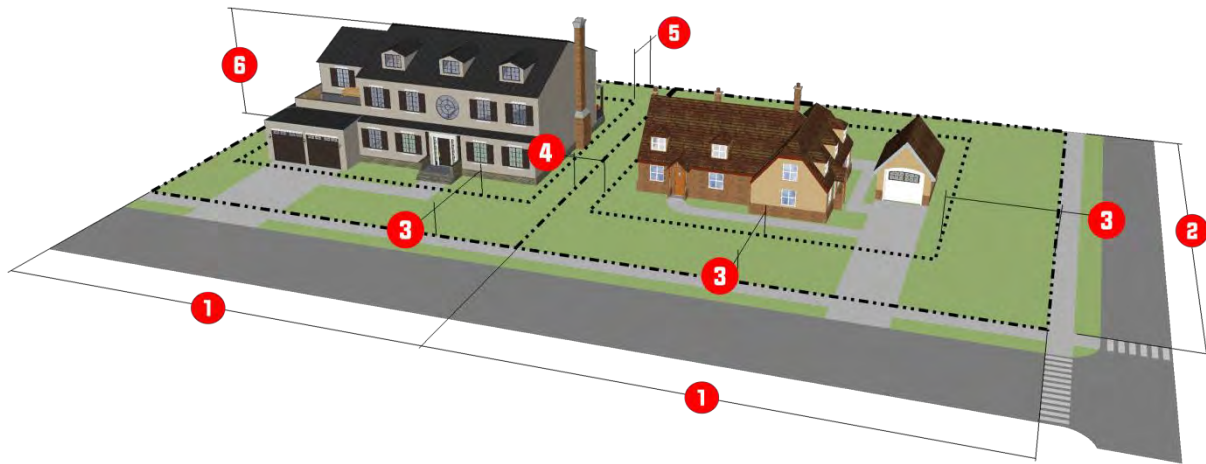
**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
1 Lot Width, min. (ft.)	90
2 Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
3 Front Yard Setback, min. (ft.)	25
4 Side Yard Setback, min. (ft.)	8
5 Rear Yard Setback, min. (ft.)	15
6 Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(e) RSF-1: Residential Single-Family - Large Lot District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-015

Annexing 626 Sallie Baxter Road, Richland County TMS# 16404-11-01 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 626 Sallie Baxter Road and TMS# 16404-11-01 containing 0.87 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 116.04, 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.: 16404-11-01

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-015
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.87 acres, more or less, and shown and designated as block 11, lot 01 on Richland County Tax Map 16404. Said parcel having such boundaries and measurements as are shown on said tax map.

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 9, 2021

RE: **Property Address:** 626 Sallie Baxter Road
Richland County TMS#: 16404-11-01
Owner(s): Stacy M. Walden and James B. Walden
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family – Low Density (RS-LD)
Proposed City Zoning: Residential Single Family - Large Lot (RSF-1)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 4
Census Tract: 116.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **January 13, 2022** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

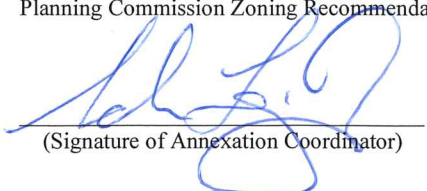
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Gloria Saeed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Interim Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 5-0
 on 1/13/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-1 (Zoning classification) by 5-0
 on 1/13/22 (mm/dd/yyyy).

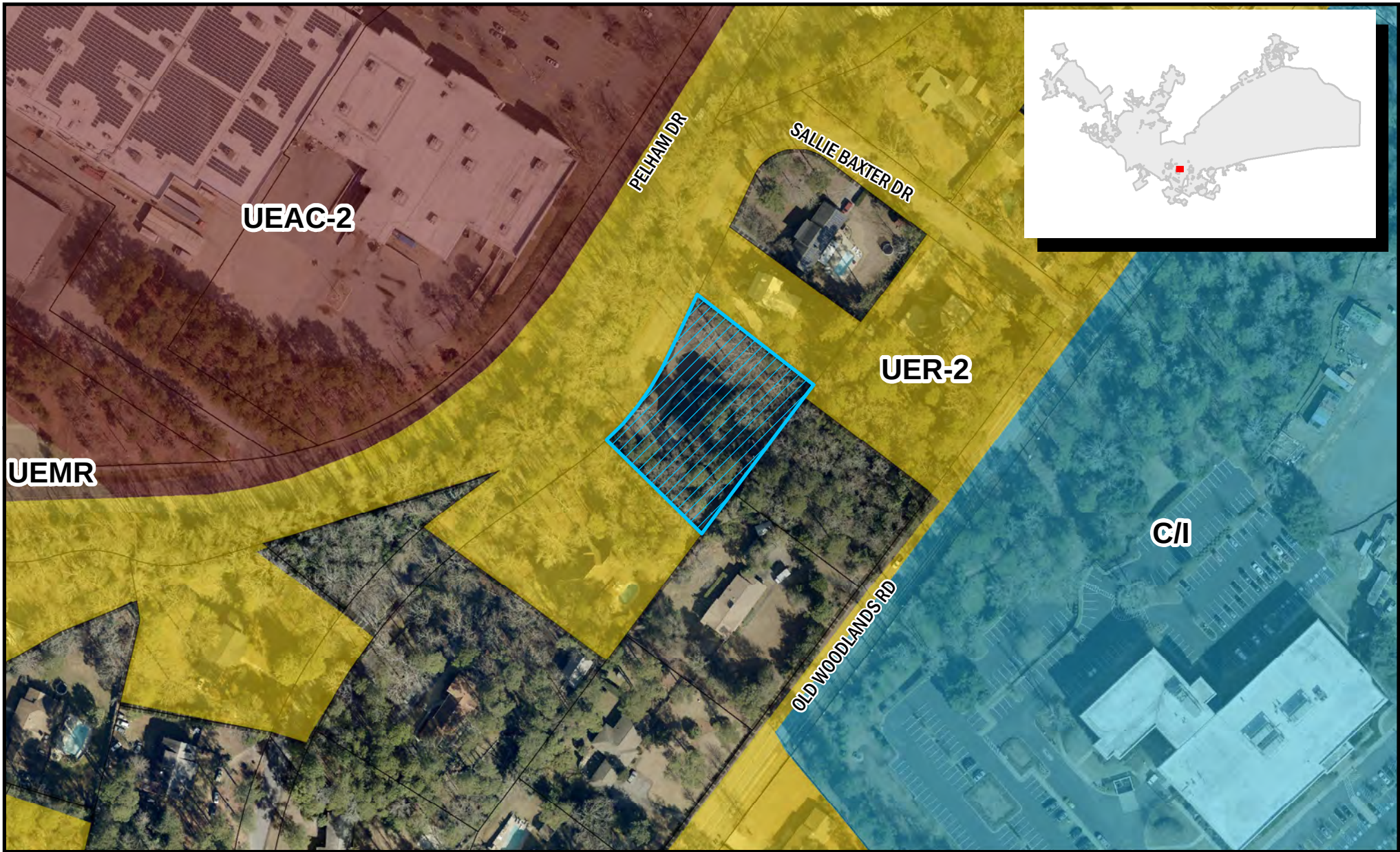

 (Signature of Annexation Coordinator)



Future Land Use Map

626 Sallie Baxer Road, TMS# 16404-11-01,
Current Rich. Co. FLU: Mixed Residential High Density, Proposed City FLU: UER-2

17.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



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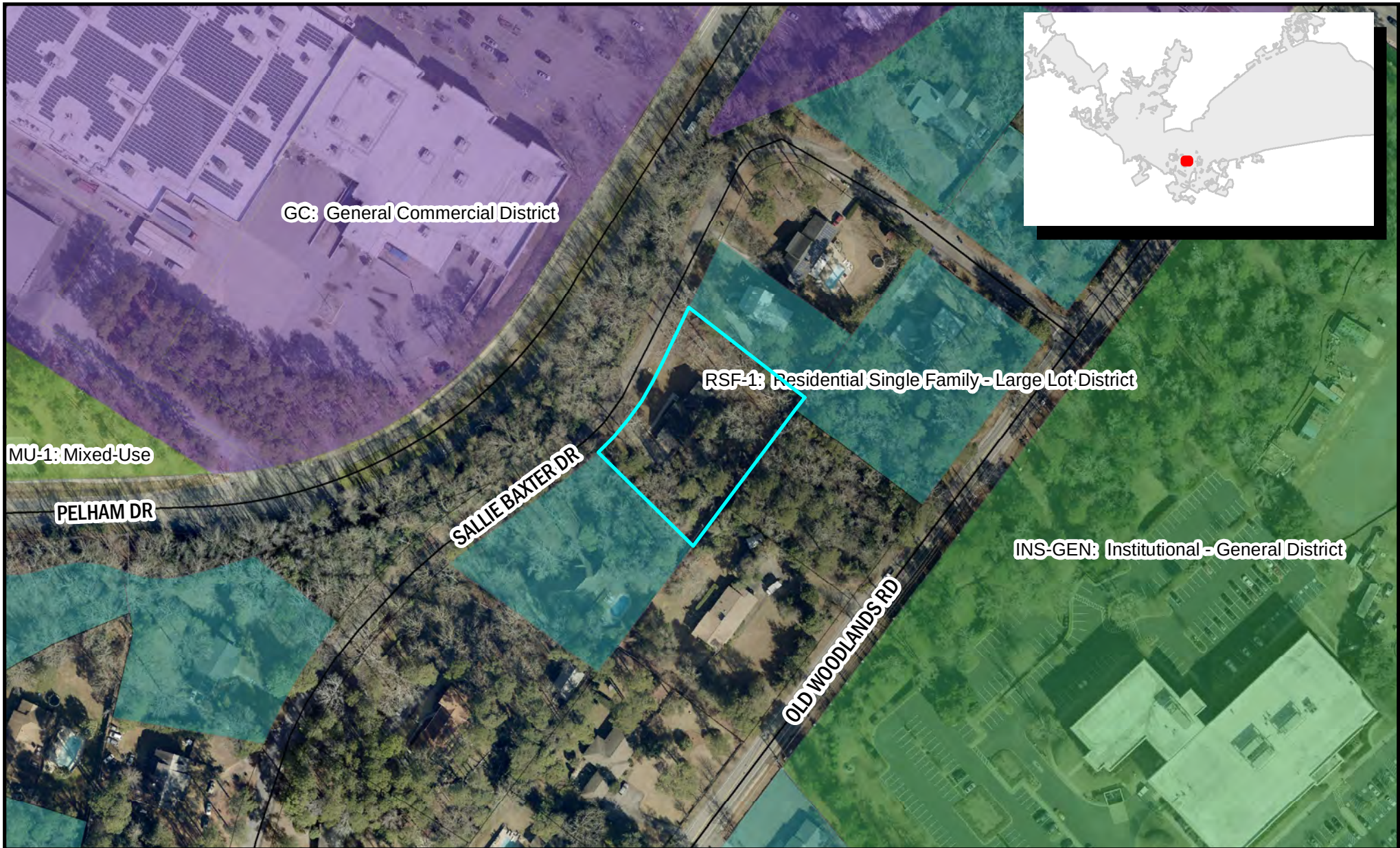
Packet Pg. 485

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

626 Sallie Baxer Road, TMS# 16404-11-01,
Current Rich. Co. Zoning: RS-LD, Proposed City Zoning: RSF-1

17.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 12/9/2021



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Feet

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

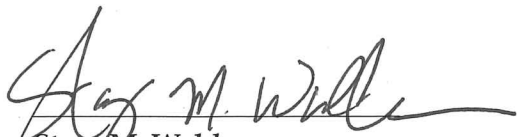
STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

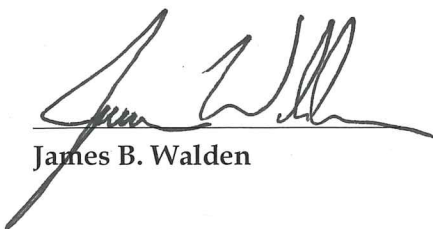
Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.87 acres, more or less, and shown and designated as block 11, lot 01 on Richland County Tax Map 16404. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 16404-11-01

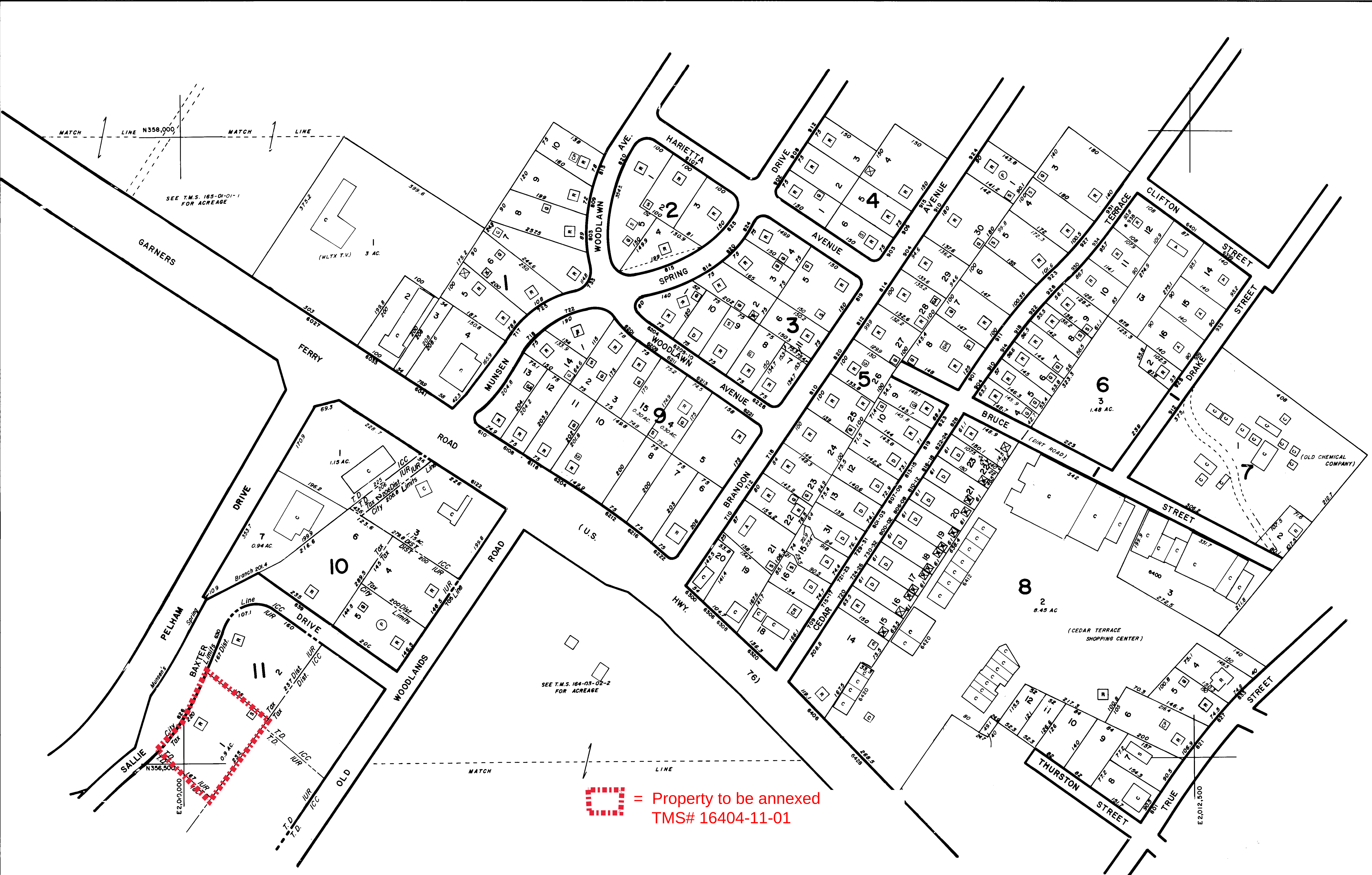
Property Address: 626 Sallie Baxter Road


Stacy M. Walden

Date: 11.15.21


James B. Walden

Date: 11/15/21

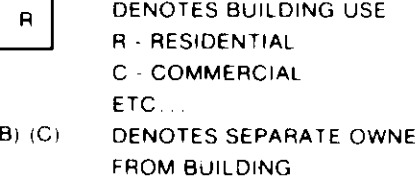


 = Property to be annexed
TMS# 16404-11-01

Prepared by
KUCERA ASSOCIATES
Photogrammetric Consultants
Mansar, Ohio

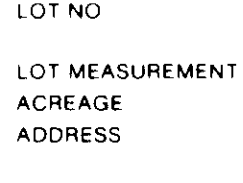
REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12 / 83	12 / 04
12 / 84	12 / 05
12 / 85	12 / 06
12 / 86	
12 / 88	12 / 01
	12 / 02
	12 / 03

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER



LEGEND

• DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.
• DENOTES SEPARATE OWNER
FROM BUILDING



BLOCK NO

LOT NO

LOT MEASUREMENT

ACREAGE

ADDRESS

50

50

150.5

6.55 AC

1204



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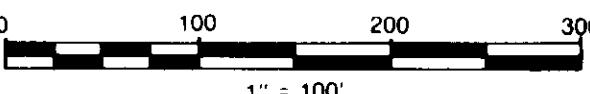
PROPERTY TAX MAP

RICHLAND COUNTY

SOUTH CAROLINA

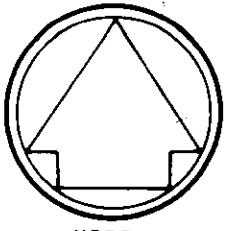
MAP KEY		
138-13	165-01	165-05
137-16	164-04	164-08
137-15	164-03	164-07

GRAPHIC SCALE



1" = 100'

LOCATION AND DIMENSIONS
OF BUILDINGS MAY NOT
BE DRAWN TO SCALE



NORTH

PROPERTY MAP
SHEET NO

16404

SCHOOL DISTRICT

ICC,IUR

Packet Pg. 488



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
1010 Edgefield Street; TMS# 09107-13-19

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Ordinance No.: 2022-014 - Annexing 1010 Edgefield Street, Richland County TMS# 09107-13-19 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Emily Kluttz and David Johnson

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

First reading approval was given on March 15, 2022.

ATTACHMENTS:

- **#a:** ANNEX-2022-0002 1010 Edgefield Street (PDF)
- **#b:** O-2022-014 Annex and Incorporate 1010 Edgefield Street (PDF)

- #c: Edgefield1010_Petition (PDF)
- #d: Offer_Notice_Edgefield1010 (PDF)
- #e: Harris_Public_Input (PDF)

HISTORY:

03/15/22

Columbia City Council

APPROVED ON FIRST READING.



PLANNING COMMISSION

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1010 Edgefield Street; TMS# 09107-13-19

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: Emily Kluttz and David Johnson

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

ZPH, 1st Reading: 03/15/2022; Pending

2nd Reading: 04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.16 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Mixed High Density (RM-HD)
Proposed City Zoning: Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP)
Census Tract: 6

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed single family residence would be **approximately \$280 per year**, based on calls to similar residential properties within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

The customer on the property will pay water and sewer rates approximately **40% lower** than out-of-city customers. As this is proposed new construction, this would be new revenue to the City.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole - Primary in the Urban Service Area plan. A new single family residence is proposed on the site, and the estimated real estate tax revenue generated for the City would be **approximately \$1,050 per year** based on the estimated taxable value of this property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole - Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently designated as Residential Mixed High Density (RM-HD) by Richland County.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [*Master Plan for the Villages of North Columbia*](#) (2005), more specifically within Earlewood, which falls within Cluster One and the proposed Artist Village (Section 3, Page 85). The Artist Village plan recommends a land use of Low Density Residential (Single-family Detached Homes) for the subject property, which is identified as within a five-minute walking distance of the Minor Node identified at the intersection of Sunset, Clement, and River (Section 3, Page 87). The plan makes no specific recommendations for the subject property, but notes that the (at the time recently) adopted Earlewood Protection Area Design Guidelines “are an essential tool in maintaining the quality of the single-family community” (Section 3, Page 93).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Residential Mixed District (RM-2) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RM-HD to the North, East, and South.

The proposed City of Columbia zoning district is Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP).

Residential Mixed District (RM-2)

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings. The street network is gridded and buildings are located close to, and oriented toward, the street.

Historic Preservation Overlay District (OV-HP)

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

This property is proposed to be added to the Earlewood Protection Area A at the time of annexation with the accompanying Zoning Text Amendment (TA-2022-0001).

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Core Residential Small Lot (UCR-1), zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP) at the time of annexation.



Future Land Use Map

1010 Edgefield Street, TMS# 09107-13-19;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UCR-1

18.a



2

Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/25/2022



0 40 80 160
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
ISA

Packet Pg. 496

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1010 Edgefield Street, TMS# 09107-13-19;
Current Rich. Co. Zoning: RM-HD, Proposed City Zoning: RM-2, OV-HP

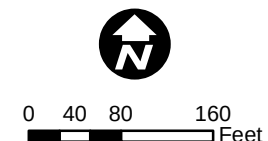
18.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/25/2022



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

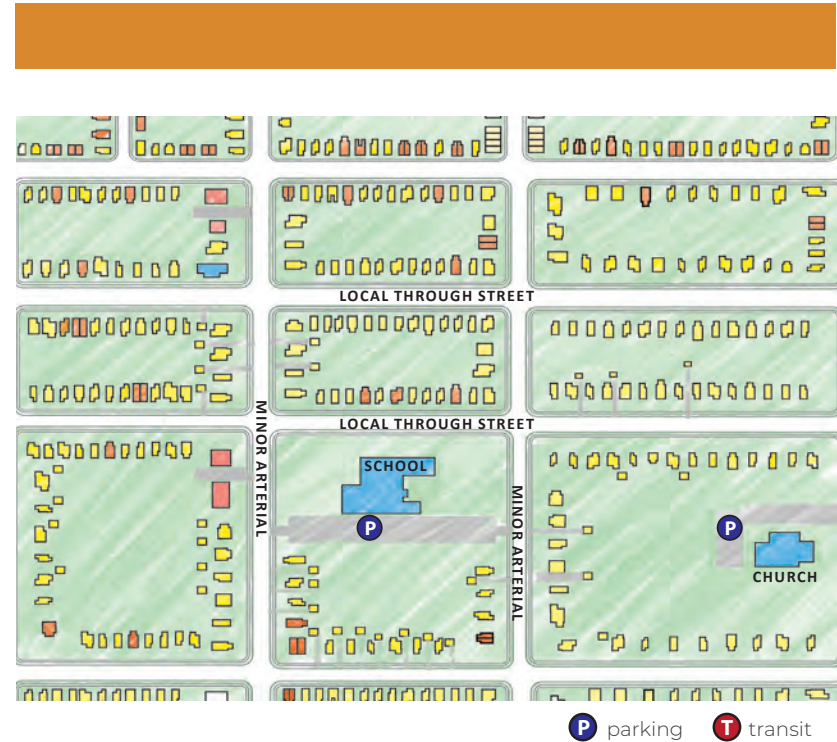
Packet Pg. 497

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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.

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(k) RM-2: Residential Mixed District****(k) RM-2: Residential Mixed District****(1) Purpose**

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings.

The street network is gridded and buildings are located close to, and oriented toward, the street.

**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	3,000
1 Lot Width, min. (ft.)	75[1]/18[2]	40
2 Lot Depth, min. (ft.)	60	60
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	17.2
3 Front Yard Setback, min. (ft.)	15	15
4 Side Yard Setback, min. (ft.)	[3]	5
5 Rear Yard Setback, min. (ft.)	10	10
6 Building Height, max. (ft.)	50	50

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Article 3: Zoning Districts**Sec. 17-3.2. Residential Base Zoning Districts****(k) RM-2: Residential Mixed District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(j) OV-HP: Historic Preservation Overlay District**

(j) OV-HP: Historic Preservation Overlay District**(1) Purpose**

The purpose of the Historic Preservation Overlay (OV-HP) District is to encourage new development and redevelopment that is consistent with the character of original or historic development in the historic districts and sites. District standards and guidelines are intended to prevent destruction of historic structures and ensure new uses, building design, and site features are compatible with the character of historic districts and sites.

(2) Applicability

- a. In addition to base zoning district standards, the standards and requirements in this section apply to development located within the OV-HP District, which includes:
 1. Historic sub-districts identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines;
 2. Type 1 landmarks listed in Appendix A, Type 1 Landmarks;
 3. Type 2 landmarks listed in Appendix B, Type 2 Landmarks; and
 4. Type 3 landmarks listed in Appendix C, Type 3 Landmarks.
- b. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-HP District shall control.

(3) Historic Sub-districts

- a. The OV-HP District includes 16 sub-districts, which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.
- b. Each sub-district within the OV-HP district is subject to standards or design guidelines which are identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines. Standards for the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, and the Landmark District are in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design. Design guidelines listed in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines, for all other sub-districts are incorporated into this Ordinance by reference.
- c. The boundaries of each sub-district are identified on the official Zoning Map. They are further described in Appendices A-D.
- d. Development in a sub-district shall comply with the corresponding standards and sub-district design guidelines identified in Table 17-3.7(j)(3): Established Historic Sub-districts and Applicable Standards and Design Guidelines.

TABLE 17-3.7(J)(3): ESTABLISHED HISTORIC SUB-DISTRICTS AND APPLICABLE STANDARDS AND DESIGN GUIDELINES

HISTORIC SUB-DISTRICT	APPLICABLE STANDARDS AND DESIGN GUIDELINES
Cottontown/Bellevue	<i>Cottontown/Bellevue Architectural Conservation District Design Guidelines</i>
Oakwood Court	<i>Oakwood Court Architectural Conservation District</i>
Earlewood	<i>Earlewood Protection Area Design Guidelines</i>
Elmwood Park Architectural Conservation District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Governor's Mansion Protection Area	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Granby	<i>Granby Architectural Conservation District Design Guidelines</i>
Landmark District	Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
Melrose Heights/Oak Lawn	<i>Melrose Heights/Oak Lawn Architectural Conservation District Design Guidelines</i>
Old Shandon/Lower Waverly	<i>Old Shandon/Lower Waverly Protection Area Design Guidelines</i>
Seminary Ridge	<i>Seminary Ridge Architectural Conservation District Design Guidelines</i>
University Hill	<i>University Hill Architectural Conservation District Design Guidelines</i>
Wales Garden	<i>Wales Garden Architectural Conservation District</i>
Waverly	<i>Waverly Protection Area Design Guidelines</i>
West Gervais Street Historic Commercial District	<i>West Gervais Street Historic Commercial District Design Guidelines</i>
West Gervais Street Protection Area	<i>West Gervais Street Protection Area Design Guidelines</i>
Whaley Street	<i>Whaley Street Protection Area Design Guidelines</i>

(4) Landmark Intent and Development Standards

The following standards apply to structures and sites with landmark designations.

a. Type 1 Landmarks

1. Intent

Type 1 landmarks (see Appendix A: Type 1 Landmarks) include structures or sites which strongly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Unique, outstanding, rare, or distinctive architectural design;
- (ii) The work of an architect of national importance; or
- (iii) The site of events or homes of persons that have significantly contributed to local or national history.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(j) OV-HP: Historic Preservation Overlay District**

2. Development Standards

Development of a Type 1 landmark shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;
- (ii) Conserve the structure's original exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

b. Type 2 Landmarks**1. Intent**

Type 2 landmarks (see Appendix B: Type 2 Landmarks) include structures or sites which significantly contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Unique, outstanding, or somewhat rare or distinctive architectural design;
- (ii) The work of an architect of statewide or local importance;
- (iii) A good example of a style or type of building which is becoming, or is in danger of becoming, extinct locally; or
- (iv) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 2 landmark (see Appendix B: Type 2 Landmarks) shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design
- (ii) Conserve the structure's original interior and exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

c. Type 3 Landmarks**1. Intent**

Type 3 landmarks (see Appendix B: Type 3 Landmarks) include structures or sites which generally contribute to the City's visual and cultural history by exhibiting one or more of the following characteristics:

- (i) Distinctive architectural design;
- (ii) Belonging to a family or genera of buildings recognized locally;
- (iii) An example of a style or type of building which is becoming, or is in danger of becoming, extinct locally;

- (iv) The work of an architect of statewide or local importance; or
- (v) The site of events or homes of persons that have significantly contributed to local or national history.

2. Development Standards

Development of a Type 3 landmark (see Appendix C: Type 3 Landmarks) shall:

- (i) Comply with applicable standards in Sec. 17-2.5(g)(6)b, Standards for Structure and Site Design;
- (ii) Conserve the structure's original exterior; and
- (iii) Restore the structure's original exterior, to the maximum extent practicable.

(5) Front Yard Setback and Minimum Off-Street Parking Standards

a. Front Yard Setbacks

Notwithstanding front yard setback standards in the underlying base zoning district, the following front yard setback standards apply in the OV-HP District.

1. Minimum Setback

There shall be no minimum front yard setback.

2. Maximum Setback

The maximum front yard setback shall be within 90 percent and 110 percent of the average front yard setback for properties on the same block face.

b. Minimum Off-Street Parking Requirements

Minimum off-street parking requirements shall be 50 percent of the requirements established in Sec. 17-5.2(d)(1), Minimum Number of Off-Street Parking Spaces.

ORDINANCE NO.: 2022-014

Annexing 1010 Edgefield Street, Richland County TMS# 09107-13-19 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1010 Edgefield Street and TMS# 09107-13-19 containing 0.16 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 #1, Census Tract 6, and assigned a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09107-13-19

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-014
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.16 of an acre, more or less, on a plat prepared for Painted Porch Inc., by Cox and Dinkins, Inc. dated January 21, 2020, and recorded in the office of the Register of Deeds for Richland County in Plat/Record Book 2462 at page 3017. Being more particularly shown and delineated on a plat prepared for David Johnson and Emily Kluttz by Inman Land Surveying Company, Inc. dated June 9, 2021, and recorded in the office of the Register of Deeds for Richland County in Plat/Record Book 2647 at page 346. Reference to said latter plat is made for a more complete and accurate description.

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Parcel "A", containing 0.16 of an acre, more or less, on a plat prepared for Painted Porch Inc. by Cox and Dinkins, Inc. dated January 21 2020, and recorded in the office of the Register of Deeds for Richland County in Plat/Record Book 2462 at page 3017. Being more particularly shown and delineated on a plat prepared for David Johnson and Emily Kluttz by Inman Land Surveying Company, Inc. dated June 9, 2021, and recorded in the office of the Register of Deeds for Richland County in Plat/Record Book 2647 at page 346. Reference to said latter plat is made for a more complete and accurate description.

Richland County TMS: 09107-13-19

Property Address: 1010 Edgefield Street

Emily Rose Kluttz
 Emily Kluttz

Date: 01/19/2022

David Johnson
 David Johnson

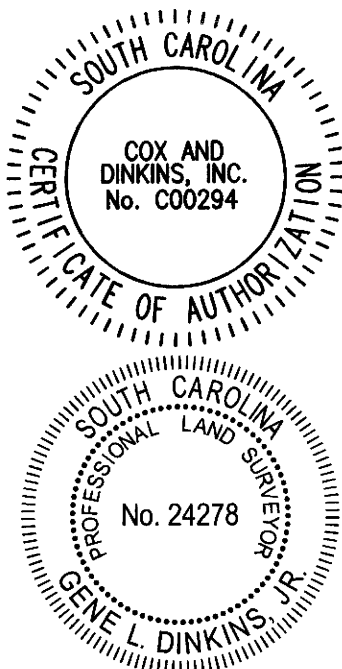
Date: 01/19/2022

Easements and/or restrictions may exist on the subject property which are not shown hereon.

MAGNETIC

Book 2462-3017
Plat Oversized
2020002994 01/17/2020 14:40:33:597
State Tax: \$0.00
County Tax: \$0.00
Fee: \$25.00
John T. Hopkins II
Richland County R.O.D.
2020002994

EDGEFIELD STREET



THE PURPOSE OF THIS PLAT REVISION IS TO SUBDIVIDE RICHLAND COUNTY TAX PARCEL 09107-13-01 (0.40 ACRE) INTO TWO PARCELS. PARCEL "A" WILL BECOME 0.16 ACRE (7,087 S.F.) AND PARCEL "B" WILL BECOME 0.23 ACRE (10,125 S.F.), AFTER THE APPROVAL & RECORDATION OF THIS PLAT.

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	40.91'	50.00'	N 59°34'17" W	39.78'	45°53'00"
C2	48.08'	50.00'	N 08°27'37" W	46.25'	55°05'32"

PLAT
PREPARED FOR

PAINTED PORCH INC.

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

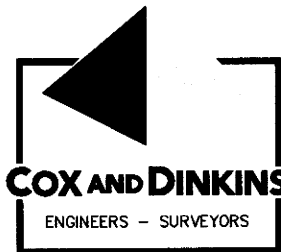
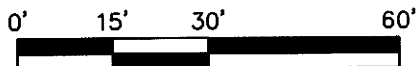
SUBJCT PARCEL BEING COMPRISED OF LOT NO. 9 AND A WESTERN AND MINOR PORTION OF LOT NO. 10, BLOCK NO. 8, ON PLAT OF A PROPOSED SUBDIVISION OF A PORTION OF ALTA VISTA, BY TOMLINSON ENGR. CO., DATED JULY 29, 1947, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN BOOK "P", PAGE 110. REFERENCE IS ALSO MADE TO DEED RECORDED IN RICHLAND COUNTY DEED BOOK NO, 650, PAGE 647.

JANUARY 2, 2020

REVISIONS:

1. REVISED 01.10.2020 TO SUBDIVIDE PARCEL INTO PARCELS "A" & "B".

1" = 30'



COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax: 803-765-0993
Email: cdinc@coxanddinkins.com

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

PROF. LAND SURVEYOR NO. 24278
GENE L. DINKINS, JR.

FLOOD STATEMENT:

THE SUBJECT PROPERTY APPEARS IN FLOOD ZONE "X" ON FLOOD INSURANCE RATE MAP (F.I.R.M.), PANEL NUMBER 45079C0243 L, EFFECTIVE DATE OF DECEMBER 21, 2017; THEREFORE, THE SUBJECT PARCEL IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

NOW OR FORMERLY
Whitney McCormack &
Nick McCormack
TMS # 09107-13-15

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING

Date 1/17/20

RCF # AD20-00B

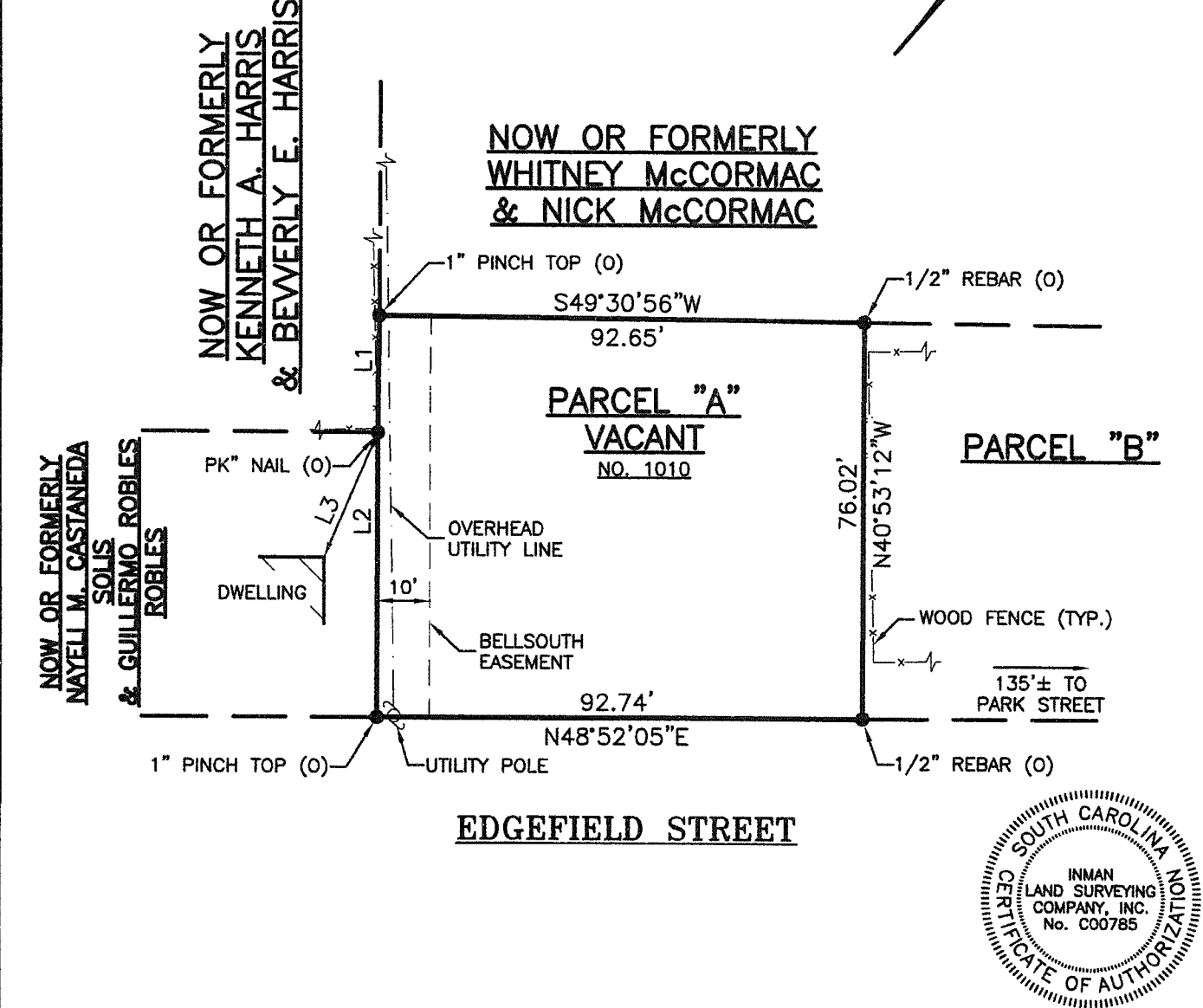
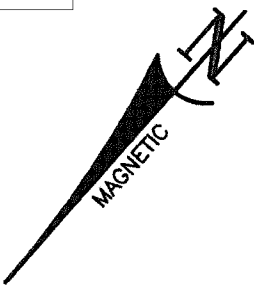
Signature [Signature]

DRAWER

THE TOTAL AREA SHOWN IS EQUAL TO 0.40 ACRE (17,212 S.F.).

Book 2647-346
2021049489 7/26/2021 11:54:56:937 Plat Standard
Fee: \$25.00 County Tax: \$0.00 State Tax: \$0.00
2021049489 John T. Hopkins II Richland County R.O.D.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S40°43'52"E	22.46'
L2	S40°51'01"E	54.60'
L3	S17°50'35"E	26.21'



PLAT PREPARED FOR:
DAVID JOHNSON & EMILY KLUTTZ
RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA

DATE: JUNE 9, 2021 PROJECT NO.: 21158-01

SCALE: 1"=30'

TOTAL AREA = 0.16 ACRE
RATIO OF PRECISION = 1/10,000
AREA BY COORDINATE METHOD

REFERENCE:
THE SAME BEING SHOWN AND DESIGNATED AS PARCEL "A", ON PLAT PREPARED FOR PAINTED PORCH, INC., BY COX & DINKINS, INC., DATED JANUARY 2, 2020, AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 2462, PAGE 3017.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

EXEMPTION FROM REVIEW PROCESS
THIS PLAT IS A SURVEY OF AN EXISTING LOT OF RECORD WITH NO CHANGES TO EXISTING LOT LINES.

Richard P. Inman
RICHARD P. INMAN
P.L.S. NO. 13385

NOTES:
1. THIS PROPERTY IS POSSIBLY SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD NOT SHOWN HEREON.
2. THIS PROPERTY MIGHT HAVE UNDERGROUND UTILITIES THAT ARE NOT VISIBLE AT THE SURFACE.
3. NO FLOOD ZONE INSPECTION AT THIS TIME.

INMAN LAND SURVEYING COMPANY, INC.
2223 BULL STREET COLUMBIA SOUTH CAROLINA 29201
PHONE 252-1797 FAX 252-1798

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 31, 2022

RE: **Property Address:** 1010 Edgefield Street
Richland County TMS#: 09107-13-19
Owner(s): Emily Kluttz and David Johnson
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Mixed High Density (RM-HD)
Proposed City Zoning: Residential Mixed District (RM-2) and Historic Preservation Overlay District (OV-HP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 1
Census Tract: 6

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **February 10, 2022** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

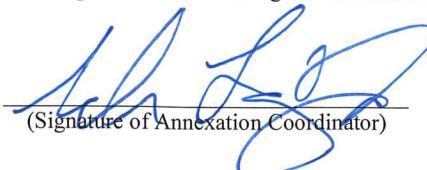
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liasion
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UCR-1 (Land Use classification) by 8 - D on 2/10/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RM-2, OV-HP (Zoning classification) by 8 - D on 2/10/22 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

1010 Edgefield Street, TMS# 09107-13-19;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UCR-1

18.d



2

Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/25/2022



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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
ISA

Packet Pg. 514

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1010 Edgefield Street, TMS# 09107-13-19;
Current Rich. Co. Zoning: RM-HD, Proposed City Zoning: RM-2, OV-HP

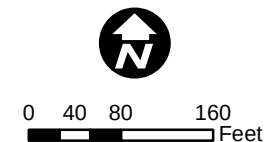
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Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/25/2022



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 515

Dear Ms. Hasty,

We are writing in opposition to the proposed annexation into the city of the property located on Edgefield Street. The lot was created by subdividing a larger parcel. As such, the property owner should have known it was in unincorporated Richland County when it was purchased. This annexation request gives the appearance of a property owner attempting to extract some perceived increase in property value by being located inside the city. It is our hope that your deliberations will include the consideration of the value of surrounding properties and the quality of life for nearby homeowners like us.

In short, our objections focus on three areas of concern:

- The proposed annexation creates a hodgepodge of service delivery for our block.
 - The city does not maintain any of the streets in the immediate area. The roads are maintained by the state and Richland County.
 - If the city approves the annexation request, the lot would be the only parcel in the immediate area within the city limits.
 - The proposed annexation creates problems of political representation for those attempting to obtain help from elected officials in the area.
 - There is no logical reason for annexation. Should the city approve the request, it would be tantamount to gerrymandering of the municipal limits. It gives the impression the city is cherry picking lots with new construction in this neighborhood.
- Related to the point about service delivery, we have found in our more than 20 years in our home and in this neighborhood that the city is not as responsive as Richland County to quality-of-life issues.
 - Richland County is more responsive to noise complaints.
 - Richland County is more responsive to issues related to zoning violations.
 - Richland County is more responsive to complaints of nuisance animals and excessive dog barking. With the proposed annexation, you potentially are putting these matters, quite literally, in our back yard.
- The proposed annexation puts our property at risk for annexation and, as a result, higher property taxes. We bought our home more than 20 years ago because it was in unincorporated Richland County. We do not want our property to be within or contiguous to the city limits.

Thank you for your time and consideration. It is our hope you will decline the request and preserve the character and integrity of the area.

Respectfully,

Kenneth and Beverly Harris

Grajales, Leydi Y

From: Livengood, Andrew
Sent: Monday, March 14, 2022 10:17 AM
To: K & B Harris; COC Board Meeting
Subject: RE: [EXTERNAL] Proposed Annexation, 1010 Edgefield St., TMS#: 09107-13-19
Attachments: AnnexFactSheetResidential_2021Nov.pdf

Good morning Mr. & Mrs. Harris,

Your email has been received and I will forward it to the City Clerk for tomorrow's City Council meeting. Thank you for sharing your comments.

If you don't mind, I would like to take this opportunity to address a couple items, and please feel free to reach out to me personally at Andrew.Livengood@columbiasc.gov or 803-545-3217 if you have any questions.

- Importantly, your property is already contiguous to the City limits (across Lyles Street). Every other residence in your area is either already contiguous to the City, or is already within the City. We would certainly welcome you or your neighbors into the City of Columbia, however the City will not gain a greater ability to annex your property as a result of the annexation of 1010 Edgefield Street.
- Contrary to the conventional wisdom, most homeowners save money when they annex into the City. In fact, your 2021 real estate tax bill would have been \$211.11 LOWER if you were in the City limits. This is because the small increase in taxes is offset by the elimination of the \$323.70 solid waste fee that is included on your tax bill. Your water & sewer bill would also decrease.

I know that I only touched on a couple of items- if you do wish to call me, I'd appreciate hearing more from you about your service concerns.

Thank you for your time,
 Andrew

Andrew Livengood Annexation Coordinator
 Planning and Development Services
 1136 Washington Street, 3rd Fl, Columbia, SC 29201
 Phone: 803-545-3217
Andrew.Livengood@columbiasc.gov
Annexation@columbiasc.gov
www.ColumbiaSC.gov/annexation

From: K & B Harris [mailto:kenbeh@att.net]
Sent: Sunday, March 13, 2022 9:10 PM
To: COC Board Meeting <COCBoardMeeting@columbiasc.gov>
Subject: [EXTERNAL] Proposed Annexation, 1010 Edgefield St., TMS#: 09107-13-19

Some people who received this message don't often get email from kenbeh@att.net. [Learn why this is important](#)

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.



Residential Annexation

If your property or your neighborhood is contiguous—or adjacent to—the City of Columbia, you may be eligible for annexation into the City of Columbia. City residents enjoy a high level of service and usually save money compared to their neighbors outside of the City.

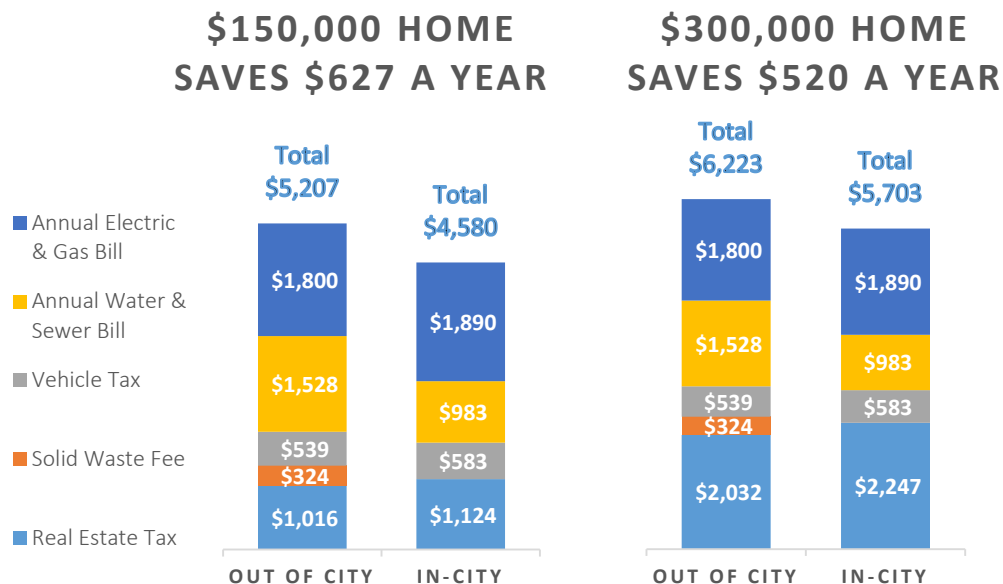
We can't answer all your questions here! Visit www.ColumbiaSC.gov/annexation or contact us at 803.545.3217 or annexation@columbiasc.gov for more information.

What is Annexation?

Annexation is the legal process where land is incorporated into the boundaries of a town or city. In South Carolina, the process starts after petition from property owners or resident voters.

How do I benefit by annexing?

- **Service** –City residents enjoy an enhanced level of service and available programs, including our accredited Police Department, our fantastic garbage and recycling service, our community and small business programs, and much more!
- **Representation** – As a City resident, your representation in local government increases. You will be represented by a City Council Member for your district, two at-large Council Members, and the Mayor. You keep your County Council Member after annexing.
- **Participation** - In addition to being able to vote in City elections, you are encouraged to participate in one of our over 93 neighborhood associations, apply to serve on one of our boards and commissions, and otherwise join with everyone who makes Columbia great.
- **Savings** - Most homeowners **save money** when they annex. For a modest increase in your tax rate when you annex, the cost of garbage and recycling are bundled in, City-provided water and sewer rates are lower, and the Insurance Safety Office PPO rating is improved. In fact, the average homeowner can expect to **save about \$500-600 each year!**



The examples above are based upon the most recent tax year (2021) for the 1UR and 1LR tax districts and assumes the average residential water & sewer use (8 units/mth), \$20,000 vehicle value, and an average \$150 monthly electric & gas bill. Every homeowner is different - to learn how your unique circumstances would be affected by annexation, contact us or visit www.columbiasc.gov/annexation.

Contact: Andrew Livengood
Annexation Coordinator
1136 Washington Street, 3rd Fl
Columbia SC 29201

Annexation@ColumbiaSC.gov
(803) 545-3217
www.ColumbiaSC.gov/Annexation

Residential Annexation

How can I annex my property?

To request annexation, you simply need to contact the Annexation Coordinator at annexation@columbiasc.gov or (803) 545-3217, who can help you determine if you are eligible for annexation and will work with you to generate a petition for you to sign. If you have neighbors also interested in annexation, ask about a group petition. Either way, City Council needs to review and vote to approve the annexation.

Will I have to pay two tax bills if I annex?

No, your property tax bill will include City taxes along with the other taxes you pay for County-wide services. Furthermore, unlike in unincorporated areas, there is no added annual solid waste fee on the tax bill for properties in the City of Columbia.

What is a “Donut Hole”?

A donut hole is a property or group of properties entirely surrounded by the City (or in some cases, the City and another town or city). These are often areas that were developed prior to being adjacent to the City limits, and result in a patchwork of City, County, and private services in the area.



A “donut hole”

Will annexation change my schools?

No. School districts are separate legal entities, and their boundaries are unaffected by annexation. Likewise, school attendance zones are set by your school district, not the City of Columbia. There are three school districts within the City of Columbia – Richland One, Richland Two, and Lexington-Richland Five.

Will annexation change the zoning of my property?

In most cases, the zoning district of newly annexed land will be similar to the zoning district prior to annexation. However, the City of Columbia, Richland County, and Lexington County all have different Zoning Ordinances, so in this sense all annexations result in a rezoning, also known as a zoning map amendment. If you have specific questions or plans for your property, please contact us for a consultation about zoning and land use classification for your property.

What is a declaration of covenant for water or sewer service?

The City is not obliged to provide any services beyond its boundaries. When a property owner wishes to obtain services from the City but it is not within or adjacent to the City limits, the property owner can sign a binding agreement to have the property annexed after it becomes adjacent to the City limits. These documents are recorded at the County Court House and are also known as a “declaration of covenant”.

If there is a declaration of covenant on my property, when will the City annex my property?

It depends. State law requires that a property be adjacent – or contiguous – to the City limits in order to annex, and it is difficult to predict when your property may become contiguous. Even if your property is contiguous, the City wants to be certain to be able to provide the same high level of service to all our existing and new residents and may wish to wait until conditions warrant. However, if you are interested in annexing, please contact us!

Contact: Andrew Livengood
Annexation Coordinator
1136 Washington Street, 3rd Fl
Columbia SC 29201

Annexation@ColumbiaSC.gov
(803) 545-3217

www.ColumbiaSC.gov/Annexation



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 1810 Allen Benedict Court,
TMS# 11408-03-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-018 - Amending the Official Zoning Map to modify the zoning for 1810 Allen Benedict Court, Richland County TMS # 11408-03-01

Council District: 2

Proposal: Request to rezone the property from Residential Mixed District (RM-2) to Mixed-Use District (MU-2).

Applicant: Gerald A. Lee, Chao and Associates, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

First reading approval was given on March 15, 2022.

ATTACHMENTS:

- **#a:** ZMA-2021-0001_AllenBenedict1810 (PDF)
- **#b:** 2022-018 Rezone 1810 Allen Benedict Court (PDF)

HISTORY:

03/15/22

Columbia City Council

APPROVED ON FIRST READING.



PLANNING COMMISSION

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary 1810 Allen Benedict Court, TMS# 11408-03-01

Council District:	2
Proposal:	Request to rezone the property from Residential Mixed District (RM-2) to Mixed-Use District (MU-2).
Applicant:	Gerald A. Lee, Chao and Associates, Inc.
Staff Recommendation:	Approval
PC Recommendation:	02/10/2022; Approval (8-0)
ZPH, 1st Reading:	03/15/2022; Pending
2nd Reading:	04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 15.3 acres
Current Use: Multi-family Residential
Proposed Use: Mixed-Use Multi-Family Residential
Current Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: Residential Mixed District (RM-2)
Proposed Zoning: Mixed-Use District (MU-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of [*A Plan for the Redevelopment of East Central City*](#) (2004), within Cluster Four. The Plan's site analysis identified the property as an area for potential revitalization (Section 3A, Page 1). The Plan suggests a land use of Mixed Use Development for the subject property (Section 4A, Page 1). The plan identifies the property as a tier three catalyst (Catalyst 4-1), and states: "The site should be developed as mixed-use development with residential and office elements as well as a small neighborhood retail component" (Section 5, Page 39).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Residential Mixed District (RM-2). The abutting properties in the City of Columbia have base zoning of Mixed-Use District (MU-2) to the North, Residential Mixed District (RM-2) and Office and Institutional District (O-I) to the East, Institutional-General District (INS-GEN) to the South, and Community Activity Center/Corridor (CAC) to the West.

The proposed zoning district is Mixed-Use District (MU-2).

Residential Mixed District (RM-2)

The purpose of the Residential Mixed (RM-2) District is to provide lands that accommodate moderate-density mixed residential development that allows single-family, two-family, townhouse, and medium-scale multi-family dwellings. The street network is gridded and buildings are located close to, and oriented toward, the street.

Mixed-Use District (MU-2)

The purpose of the Mixed-Use (MU-2) District is to provide lands that accommodate medium-density, walkable mixed-use development in a gridded street pattern. Allowed uses include single-family, two-family, townhouse, and multi-family development, as well as a moderate range of neighborhood-serving mixed-use, retail, office, and personal services development.

STAFF RECOMMENDATION

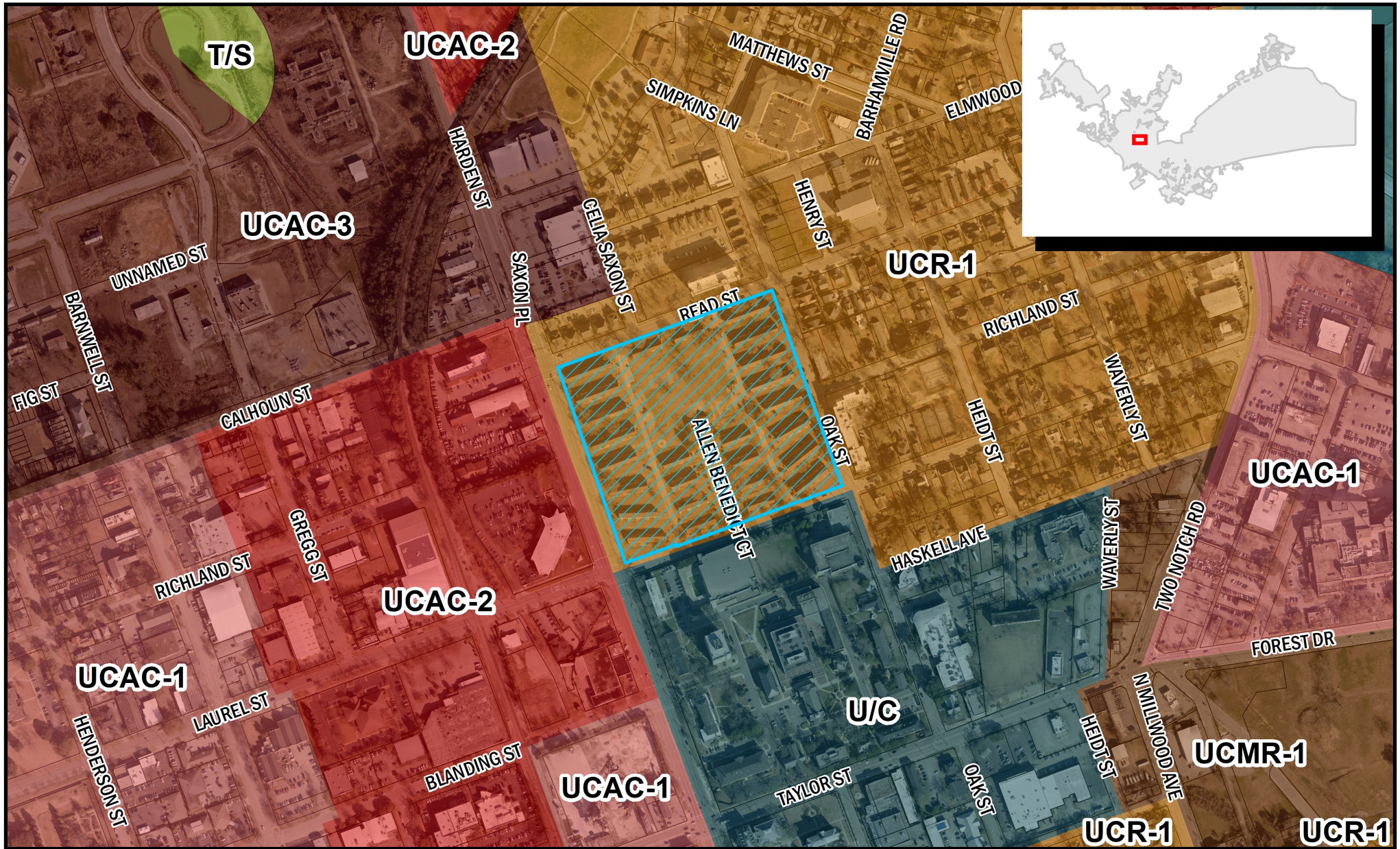
Staff finds that the proposed zoning change is consistent with the surrounding zoning, with the Comprehensive Plan land use classification and supports the recommendations of the East Central City area plan and therefore recommends **approval** of the request.



Future Land Use Map

1810 Allen Benedict Court, TMS# 114
Current FLU: UCR-1

19.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/6/2022



We Are Columbia



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IS A

Packet Pg. 525

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1810 Allen Benedict Court, TMS# 1140 19.a
Current Zoning: RM-2, Proposed Zoning: MU-2



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/6/2022



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Packet Pg. 526

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-018

*Amending the Official Zoning Map to modify the zoning for 1810 Allen Benedict Court, Richland County
TMS # 11408-03-01*

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1810 Allen Benedict Court, Richland County TMS# 11408-03-01; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1810 Allen Benedict Court and TMS# 11408-03-01, and as shown in Attachment A, is hereby rezoned from Residential Mixed District (RM-2) to Mixed-Use District (MU-2). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

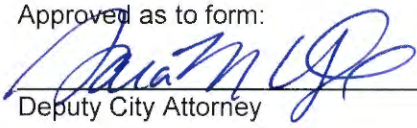
Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-025 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on March 15, 2022.

ATTACHMENTS:

- **#a:** 2022-025 - Amend Chapter 5 of the Code (PDF)

HISTORY:

03/15/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-025

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VIII, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Article VIII, Buildings and Building Regulations, Sec. 5-326 Rental permit required and Section 5-339 Permit Fee, are amended to read as follows:

Sec. 5-326. - Rental permit required.

- (a) No owner, whether a person, firm or corporation, shall operate any residential rental unit as defined in section 5-325 unless that owner holds a current rental permit issued by the City of Columbia for the residential rental unit named therein.
- (b) Before a rental permit can be granted owner or landlord shall certify that the subject property complies with the minimum code. This minimum standard shall be determined by the city and available to all citizens upon request. If an owner or responsible local representative is unsure if the property meets the minimum code, inspections by city staff are available upon request.
- (c) Properties that fail to pass an inspection as outlined in this article within 30 days shall correct all defects noted on the inspection report and schedule a subsequent inspection of property.
- (d) Permits are not transferable from any owner to another.
- (e) The permitting year shall ~~be for 12 months following the issuance of the permit.~~ begin on January 1st of each year and consist of a 12-month period.
- (f) Renewals of permits after 60 days of the expiration date will be assessed a late penalty fee of five percent of the unpaid fee per month.
- (g) If the permit fee is not paid after 120 days following the expiration of the permit and the property is occupied as a rental unit, then the City of Columbia shall issue a uniform ordinance summons to the property owner for appearance in municipal court and charged with a violation of this article as provided in section 5-337.
- (h) The property owner will be susceptible to other code enforcement action depending upon the circumstance.
- (i) Each individual property requires a separate permit.
- (j) Professional management companies in good standing are exempt from the annual permit fee.

(Ord. No. 2015-099, 4-19-16)

Sec. 5-339. - Permit fee.

- (a) The annual permit fee shall be \$25.00 for each permit, unless: (1) the applicant is a professional management company applying on behalf of an owner as a responsible local party; or (2) the applicant is licensed by the City of Columbia through the business license office to conduct the business of being a landlord.
- (b) Upon determination that a rental property owner has failed to obtain a rental housing permit, a permit fee shall be assessed at \$400.00 for each year the unpermitted occupancy has occurred.
- (c) An inspection fee of \$50.00 shall be included in the permit fee for properties that fail to pass inspection after the second inspection.
- (d) All required fees shall be paid before a rental permit is issued, including any past due fees assessed for work abated by city.
- (e) Permit fees shall be subject to a pro-rated fee schedule based upon the time frame in which a rental permit is obtained.

(Ord. No. 2015-099, 4-19-16)

LEGAL DEPARTMENT DRAFT

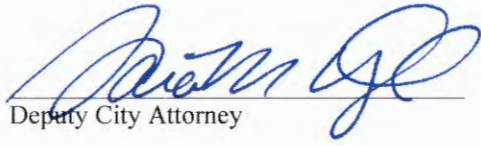
Requested by:

Chief Holbrook

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-026 - Amending Ordinance 2021-022 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on March 15, 2022.

ATTACHMENTS:

- **#a:** 2022-026 amend FY 21-22 budget (PDF)
- **#b:** FY 21-22 ARPA Allocations By Fund 2022-026 (PDF)
- **#c:** FY 21-22 Proposed Budget Amendment Fund Summaries (PDF)

HISTORY:

03/15/22

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2022-026

*Amending Ordinance 2021-022 to Adopt the Budget for the City of Columbia,
South Carolina, for the Fiscal Year ending June 30, 2022*

WHEREAS, on May 18, 2021 City Council enacted Ordinance No. 2021-022 adopting the budget for Fiscal Year 2021-2022 and establishing the ad valorem tax millage rate of ninety-three and eight tenth (93.8) mills; and,

WHEREAS, the COVID-19 Pandemic caused significant economic damage to the United States generally and the City of Columbia (the "City") specifically; and,

WHEREAS, Congress passed, and President Biden signed into law, the American Rescue Plan Act (the "ARPA") on March 11, 2021; and,

WHEREAS, the ARPA included funding for local government fiscal recovery from the economic damage of the COVID-19 Pandemic; and,

WHEREAS, the City received an allocation of \$27,178,358.00 from the American Rescue Plan Act State and Local Fiscal Recovery Fund (the "SLFRF"); and,

WHEREAS, the funding will be received by the City in two tranches, the first of which was received in the amount of \$13,589,179.00 and the second is expected in the summer of 2022; and,

WHEREAS, the use of the 2021 SLFRF must adhere to Federal guidance that has been issued and the City's associated requirements;

WHEREAS, there is an immediate and urgent need to meet the public health, economic and public safety crises as effectively as possible.

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2022 that Ordinance No. 2021-022 is amended pursuant to S.C. Code Ann. Section 6-1-320 as follows to reflect acceptance and receipt of the aforementioned federal funds:

- Allocate funding to Columbia Police Department for Pathways Unit to address mental health crisis and related issues in the amount of \$538,750.00
- Allocate funding to Columbia Police Department for Demolition of vacant, abandoned, & hazardous property for elimination of blight in the amount of \$571,000.00
- Allocate funding to Columbia Fire Department for gear extractors and second set of bunker gear in the amount of \$1,035,000.00
- Allocate funding to reimburse City Departments for premium pay and vaccine incentives in the amount of \$5,160,750.00
- Allocate funding to reimburse City Departments for the costs of employee testing, personal protection equipment, disinfecting and cleaning of city offices associated with mitigation and containment of the COVID-19 virus in the amount of \$500,000.00

BE IT FURTHER ORDAINED that the budget FY 2021-2022 is hereby amended in the amount of \$7,805,500.00 as reflected on the attached.

Requested by:

Assistant City Manager Palen

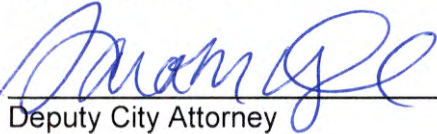
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

From U.S. Treasury - American Rescue Plan Funds \$7,805,000

Fund	FundDesc	Public Health	Public Safety	Prem. Pay & Vac. Incentives	Total By Fund
101	General Fund				
	Columbia Police Department for Pathways Unit to address mental health crisis and related issues		\$538,750		
	Columbia Police Department for Demolition of vacant, abandoned, & hazardous property for elimination of blight		\$571,000		
	Columbia Fire Department for gear extractors and second set of bunker gear		\$1,035,000		
	Employee Premium Pay and Vaccines Incentives			\$3,803,665	
	Costs of employee testing, personal protection equipment, disinfecting and cleaning of city offices associated with mitigation and containment of the COVID-19 virus	\$432,989			
					\$6,381,404
531	Parking Operating				
	Employee Premium Pay and Vaccines Incentives			\$103,710	\$103,710
551	Water and Sewer Operating				
	Employee Premium Pay and Vaccines Incentives			\$1,153,138	
	Costs of employee testing, personal protection equipment, disinfecting and cleaning of city offices associated with mitigation and containment of the COVID-19 virus	\$67,011			
					\$1,220,149
553	Storm Water Operating				
	Employee Premium Pay and Vaccines Incentives			\$100,238	\$100,238
Total Amendment		\$500,000	\$2,144,750	\$5,160,751	\$7,805,500

GENERAL FUND SUMMARY

	APPROVED FY 21/22	PROPOSED AMENDMENTS	AMENDED BUDGET FY 21/22
REVENUE CATEGORIES			
GENERAL PROPERTY TAX	59,084,569	1,689,499	60,774,068
LICENSES AND PERMITS	39,032,937		39,032,937
FROM OTHER AGENCIES	17,094,457		17,094,457
CURRENT SERVICE CHARGES	15,295,894		15,295,894
FINES & FORFEITURES	506,500		506,500
MISCELLANEOUS REVENUE	245,000		245,000
INTEREST ON INVESTMENT	145,164		145,164
RENTS & SALE OF PROPERTY	247,000		247,000
TOTAL REVENUE	131,651,521	1,689,499	133,341,020
TRANSFERS IN			
FROM AMERICAN RESCUE PLAN	1,689,499	4,691,905	6,381,404
FROM BOND PROCEEDS	4,228,789		4,228,789
FROM ACCOMMODATIONS TAX	25,000		25,000
FROM HOSPITALITY TAX	3,700,000		3,700,000
FROM CAPITAL LEASE PROCEEDS	9,000,000		9,000,000
FROM PARKING FUND	500,000		500,000
FROM WATER & SEWER	4,189,680		4,189,680
FROM STORM WATER	560,000		560,000
TOTAL TRANSFERS IN	23,892,968	4,691,905	28,584,873
TOTAL GENERAL FUND REV & TRANS	155,544,489	6,381,404	161,925,893
DEPARTMENTS			
LEGISLATIVE - MAYOR & CITY COUNCIL	760,273	3,500	763,773
ADMINISTRATION - CITY MANAGER	907,304	8,000	915,304
GOVERNMENTAL AFFAIRS	357,041	1,750	358,791
ADMINISTRATION - ACM DEVELOPMENT & COMMUNITY SRVCS	494,474	6,500	500,974
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	243,722	1,750	245,472
ADMINISTRATION - ACM OPERATIONS	365,659	3,500	369,159
HUMAN RESOURCES	1,162,432	16,250	1,178,682
BUDGET & PROGRAM MANAGEMENT OFFICE	550,987	5,250	556,237
PUBLIC RELATIONS	799,168	16,175	815,343
COUNCIL SUPPORT SERVICES	510,966	5,250	516,216
LEGAL	2,113,533	21,000	2,134,533
MUNICIPAL COURT	2,447,480	71,500	2,518,980
FINANCE	2,106,956	39,307	2,146,263
OFFICE OF BUSINESS OPPORTUNITIES	770,674	10,500	781,174
COMMUNITY DEVELOPMENT	461,599	16,500	478,099
PLANNING & DEV. SERVICES	3,392,227	74,500	3,466,727
POLICE	43,445,255	3,302,712	46,747,967
EMERGENCY MANAGEMENT	561,781	7,750	569,531
911 EMERGENCY COMMUNICATIONS	3,176,012	211,500	3,387,512
FIRE	23,020,989	1,351,224	24,372,213
PARKS & RECREATION	13,362,897	247,750	13,610,647
PUBLIC WORKS	19,258,968	380,040	19,639,008
SUPPORT SERVICES	1,686,839	89,721	1,776,560
INFORMATION TECHNOLOGY	4,230,330	39,750	4,270,080
TOTAL DEPARTMENT	126,187,566	5,931,679	132,119,245
NON-DEPARTMENTAL & MISC.			
CAPITAL LEASE PURCHASE PAYMENT	6,113,935		6,113,935
RICHLAND COUNTY DETENTION CENTER PER DIEM	500,000		500,000
5TH CIRCUIT SOLICITOR'S OFFICE	215,817		215,817
RICHLAND COUNTY PUBLIC DEFENDER	225,000		225,000
HOMELESS SERVICES	1,044,500		1,044,500
SECURITY CAMERAS	2,500,000		2,500,000
SPECIAL EMERGENCY RESERVE	1,050,000		1,050,000
NON-DEPARTMENTAL & MISC.	40,000		40,000
TOTAL NON-DEPARTMENTAL	11,689,252	0	11,689,252
TOTAL EXPENDITURES	137,876,818	5,931,679	143,808,497
TRANSFERS OUT			
TO INTERNAL SERVICE FUNDS	2,766,439	419,815	3,186,254
TO DEBT SERVICE	4,768,966		4,768,966
TO COMPONENT UNIT	1,132,266	25,000	1,157,266
TO OTHER FUNDS	0	4,910	4,910
TO CAPITAL REPLACEMENT PROGRAM	9,000,000		9,000,000
TOTAL TRANSFERS OUT	17,667,671	449,725	18,117,396
TOTAL BUDGET	155,544,489	6,381,404	161,925,893
TOTAL SURPLUS/(DEFICIT)	0	0	0

PARKING OPERATING FUND SUMMARY

	BUDGET FY 21/22	PROPOSED AMENDMENT	AMENDED BUDGETED FY 21/22
<u>OPERATING REVENUES</u>			
STREET PARKING METERS	1,716,000		1,716,000
PARKING GARAGES	2,694,600		2,694,600
PARKING LOTS	64,400		64,400
MISCELLANEOUS REVENUE	13,600		13,600
VALIDATIONS	30,000		30,000
IN-OUT PARKING	48,000		48,000
PARKING METER BAG FEE	48,000		48,000
NON-MOVING VIOLATIONS	1,601,200		1,601,200
TOTAL REVENUE	6,215,800	0	6,215,800
<u>NON-OPERATING & TRANSFERS IN</u>			
INTEREST REVENUE	74,921		74,921
RENTS & USE OF PROPERTY	108,780		108,780
FROM AMERICAN RESCUE PLAN	2,703,774	103,710	2,807,484
FROM FUND BALANCE	0		0
TOTAL NON-OPERATING & TRANSFERS	2,887,475	103,710	2,991,185
TOTAL REVENUES & TRANSFERS IN	9,103,275	103,710	9,206,985
<u>EXPENDITURES</u>			
<u>Operating Departments</u>			
FINANCE - PARKING PAVMENT SERVICES	105,813	4,000	109,813
PARKING OPERATIONS	3,110,148	74,500	3,184,648
PARKING FACILITIES	1,555,473	23,500	1,578,973
PUBLIC WORKS	94,484	1,710	96,194
TOTAL OPERATING DEPARTMENTS	4,865,918	103,710	4,969,628
<u>Non-Departmental</u>			
DEBT SERVICE	2,814,033		2,814,033
NON-DEPARTMENTAL/MISC.	5,000		5,000
RESERVE	276,324		276,324
TOTAL NON-DEPARTMENTAL	3,345,357	0	3,345,357
<u>TRANSFERS OUT</u>			
TO GENERAL FUND	500,000		500,000
TO CAPITAL IMPROVEMENTS	0		0
TO INTERNAL SERVICES	392,000		392,000
TOTAL TRANSFERS	892,000	0	892,000
TOTAL BUDGET	9,103,275	103,710	9,206,985
TOTAL SURPLUS/(DEFICIT)	0	0	0

WATER/SEWER OPERATING FUND SUMMARY

	BUDGET FY 21/22	PROPOSED AMENDMENT	AMENDED BUDGET FY 21/22
<u>REVENUE</u>			
WATER SALES	115,969,175		115,969,175
SEWER SALES	61,458,133		61,458,133
MISCELLANEOUS REVENUE	45,106		45,106
FINES AND FORFEITURES	653,250		653,250
TOTAL OPERATING REVENUES	178,125,664		178,125,664
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>			
INTEREST	4,277,000		4,277,000
RENTS & USE OF PROPERTY	161,525		161,525
FROM GRANTS		1,220,150	1,220,150
CONTRIBUTED CAPITAL	0		0
TOTAL NON-OPERATING REVENUES	4,438,525		5,658,675
TOTAL REVENUE & TRANSFERS IN	182,564,189		183,784,339
<u>EXPENDITURES</u>			
ADMINISTRATION	1,188,566	8,950	1,197,516
CUSTOMER CARE CENTER	5,381,328	112,000	5,493,328
FINANCE	3,022,782	24,807	3,047,589
FIRE HYDRANT MAINTENANCE	647,983	28,250	676,233
POLICE - CSO/PUBLIC SAFETY	1,312,710	18,000	1,330,710
PUBLIC WORKS-STREET REPAIR	1,695,736	14,500	1,710,236
GENERAL SERVICES PUBLIC BLDGS.	2,523,062	87,570	2,610,632
GIS MANAGEMENT	758,354	7,009	765,363
UTILITIES	71,429,712	759,500	72,189,212
ENGINEERING	13,201,881	150,814	13,352,695
TOTAL OPERATING	101,162,114	1,211,400	102,373,514
<u>Non-Operating Departments & Non-Departmental</u>			
ECONOMIC DEV DEPARTMENT	1,331,487	8,750	1,340,237
TOTAL NON-OPERATING DEPARTMENTS	1,331,487	8,750	1,340,237
DEPRECIATION			
DEBT SERVICE	42,917,888		42,917,888
ECONOMIC DEV SPECIAL PROJECTS	128,500		128,500
TECHNOLOGY REPLACEMENTS	1,000,000		1,000,000
NON-DEPARTMENTAL	1,060,434		1,060,434
RESERVE	9,514,086		9,514,086
TOTAL NON-DEPARTMENTAL OPERATING	54,620,908	0	54,620,908
<u>TRANSFERS OUT</u>			
TO GENERAL FUND/INDIRECT COST ALLOCATION	4,189,680		4,189,680
TO WATER/SEWER CAPITAL IMP.	18,000,000		18,000,000
TO INTERNAL SERVICE FUNDS	3,260,000		3,260,000
TOTAL TRANSFERS	25,449,680	0	25,449,680
TOTAL	182,564,189	1,220,150	183,784,339
TOTAL SURPLUS/(DEFICIT)	0		0

STORM WATER OPERATING SUMMARY

	BUDGET FY 21/22	PROPOSED AMENDMENT	AMENDED BUDGET FY 21/22
<u>REVENUE</u>			
<u>Operating Revenue</u>			
STORM WATER FEE	15,251,699		15,251,699
STORM WATER REVIEW	15,000		15,000
STORM WATER INSPECTIONS	5,000		5,000
TOTAL OPERATING REVENUES	15,271,699		15,271,699
<u>Non-operating Revenue & Transfers</u>			
INTEREST & USE OF PROPERTY	351,055		351,055
TRANSFER FROM GRANTS		100,238	100,238
TOTAL NON-OPERATING REVENUES	351,055	100,238	451,293
TOTAL REVENUES & TRANSFERS IN	15,622,754	100,238	15,722,992
<u>EXPENDITURES</u>			
DEPARTMENTS			
ENGINEERING	3,089,965	38,738	3,128,703
PUBLIC WORKS	4,381,185	61,500	4,442,685
TOTAL DEPARTMENTS	7,471,150	100,238	7,571,388
NON-DEPARTMENTAL EXPENSES			
DEBT SERVICE	2,488,850		2,488,850
RESERVE	3,247,754		3,247,754
TOTAL NON-DEPARTMENTAL	5,736,604	0	5,736,604
<u>TRANSFERS OUT</u>			
TO GENERAL FUND/INDIRECT COST ALLOCATION	560,000		560,000
TO STORM WATER CAPITAL PROJECTS	1,735,000		1,735,000
TO CENTRAL STORES/RISK MNGMT	120,000		120,000
TOTAL OTHER	2,415,000	0	2,415,000
TOTAL BUDGET	15,622,754	100,238	15,722,992
TOTAL SURPLUS/(DEFICIT)	0	0	0



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: **Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on March 15, 2022.

- City of Columbia **Ordinance 2019-046** made “ghost guns” public nuisances, defined as “a homemade firearm which was created or assembled without a serial number.”
- City of Columbia **Ordinance 2019-056** amended the City of Columbia Code Chapter 14, to add Article XII Extreme Risk Protection Orders. This ordinance allowed law enforcement, family, or household members to seek an order requiring the relinquishment of firearms by individuals who are found to be at risk by the court under the terms of the Ordinance.
- City of Columbia **Ordinance 2019-063** criminalized the possession of a firearm “at a place that the individual knows, or has reasonable cause to believe, is a school zone” which was defined by the ordinance as “on the grounds of, a public, parochial or private school or within a distance of 1,000 feet from the grounds of a public, parochial or private school.”

ATTACHMENTS:

- **#a:** 2022-020 - Repealing Gun Ords (PDF)

HISTORY:

03/01/22	Columbia City Council	DEFERRED
03/15/22	Columbia City Council	APPROVED ON FIRST READING.

ORDINANCE NO: 2022-020

Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones

WHEREAS, by Ordinance No.: 2019-046 enacted on August 6, 2019, the Mayor and Council amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b); and

WHEREAS, by Ordinance No.: 2019-056 enacted on September 17, 2019 the Mayor and Council amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders; and

WHEREAS, by Ordinance No.: 2019-063 enacted on September 17, 2019 the Mayor and Council amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones; and

WHEREAS, Council desires to have said Ordinances repealed; NOW THEREFORE,

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this _____ day of _____, 2022, that Ordinance Nos.: 2019-056, 2019-063 and 2019-046 are hereby repealed.

Requested by:

Mayor and City Council _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
1458 Carolina Road a/k/a 1458 Trinity Three Road; TMS#
16414-08-03

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Ordinance No.: 2022-016 - Annexing 1458 Caroline Road a/k/a 1458 Trinity Three Road, Richland County TMS# 16414-08-03 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Office and Institutional District (O-I) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Patricia R. Edwards / Big & Tall, LLC

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

First reading approval was given on March 15, 2022.

ATTACHMENTS:

- **#a:** ANNEX-2022-0001_1458Caroline_Council (PDF)
- **#b:** 2022-016 Annex and Incorporate 1458 Caroline Road (PDF)

- #c: Caroline1458_Petition (PDF)
- #d: Offer_Notice_Caroline1458 (PDF)
- #e: Carolina-Trinity Article in Support of Annexation (PDF)

HISTORY:

03/15/22

Columbia City Council

APPROVED ON FIRST READING.

Upon a motion made by Mr. Taylor and seconded by Mr. Brennan, Council voted unanimously to approve on first reading subject to the development team meeting with members of the community to discuss their plans prior to second reading.



PLANNING COMMISSION

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1458 Caroline Road a/k/a 1458 Trinity Three Road; TMS# 16414-08-03

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Office and Institutional District (O-I) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Patricia R. Edwards / Big & Tall, LLC

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

ZPH, 1st Reading: 03/15/2022; Pending

2nd Reading: 04/05/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 7.30 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural (RU)
Proposed City Zoning: Office and Institutional District (O-I)
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

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed duplex development would be **approximately \$14,000 per year**, based on calls in nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

This rental duplex development will be required to provide its own dumpster service.

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 customers on this property will pay water and sewer rates approximately **40% lower** than out-of-city customers. As this is a proposed new development, these will be new customers and new revenue to the City.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a designated Primary Area in the Urban Service Area plan. A 70-unit rental duplex development (35 buildings) is proposed for the site. The estimated real estate tax revenue generated for the City would be **approximately \$28,000 per year**, based on the estimated developed value of the property.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Mixed Residential (UEMR) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Rural (RU) by Richland County.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

Tertiary Types

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (O-I) to the East and West. Surrounding parcels in unincorporated Richland County are currently zoned RU to the South and East and RS-LD to the North.

The proposed City of Columbia zoning district is Office and Institutional District (O-I).

Office and Institutional District (O-I)

The purpose of the Office and Institutional (O-I) District is to provide lands that accommodate a broad range of civic and commercial development, as well as limited residential, typically in locations where visibility and good access are important. Development is encouraged to be configured with multiple uses, shared parking, and coordinated signage and landscaping. Higher-density residential development is encouraged on the upper floors of nonresidential establishments. Allowed uses include multi-family, mixed-use, hospitals, government offices, medical or dental offices, professional offices, and restaurants.

STAFF RECOMMENDATION

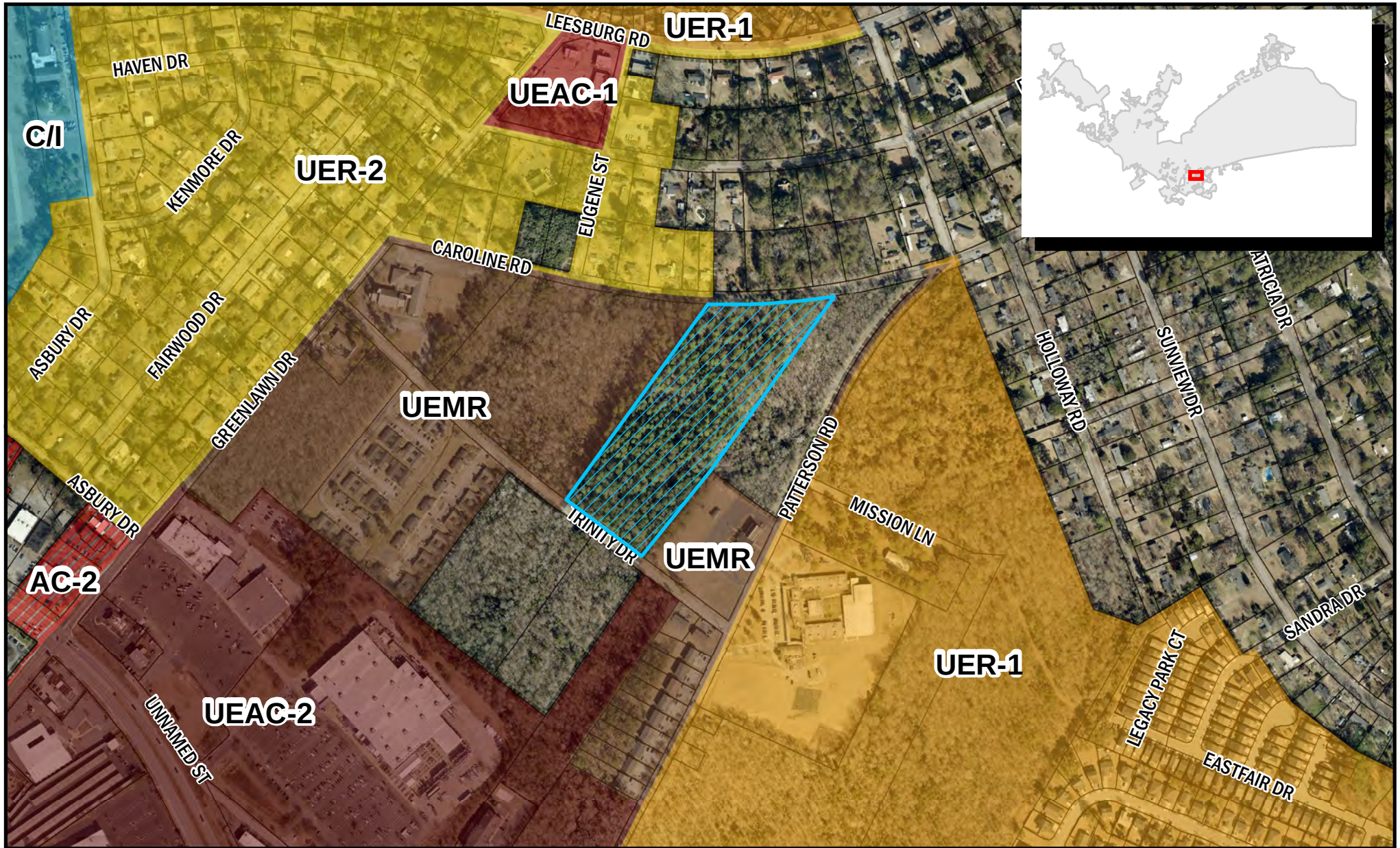
Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Office and Institutional District (O-I) at the time of annexation.



Future Land Use Map

1458 Caroline Road a/k/a 1458 Trinity Three Road, TMS# 16414-08-03;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UEMR

23.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/5/2022



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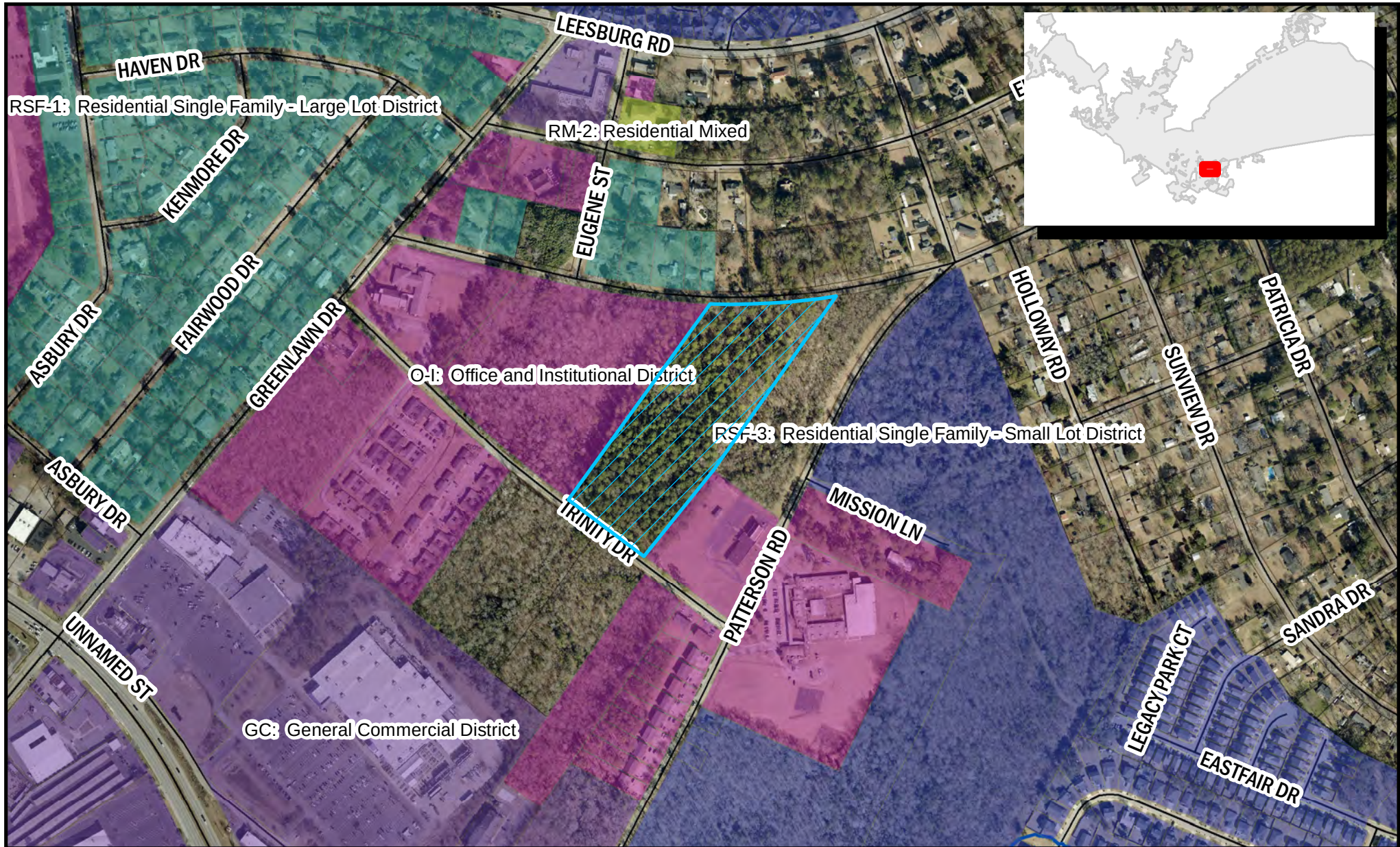
Packet Pg. 548

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1458 Caroline Road a/k/a 1458 Trinity Three Road, TMS# 164
Current Rich. Co. Zoning: RU, Proposed City Zoning: O-I

23.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/5/2022



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.



 parking  transit

UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.



- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(h) O-I: Office and Institutional District****(h) O-I: Office and Institutional District****(1) Purpose**

The purpose of the Office and Institutional (O-I) District is to provide lands that accommodate a broad range of civic and commercial development, as well as limited residential, typically in locations where visibility and good access are important. Development is encouraged to be configured with multiple uses, shared parking, and coordinated signage and landscaping. Higher-density residential development is encouraged on the upper floors of nonresidential establishments.

Allowed uses include multi-family, mixed-use, hospitals, government offices, medical or dental offices, professional offices, and restaurants.

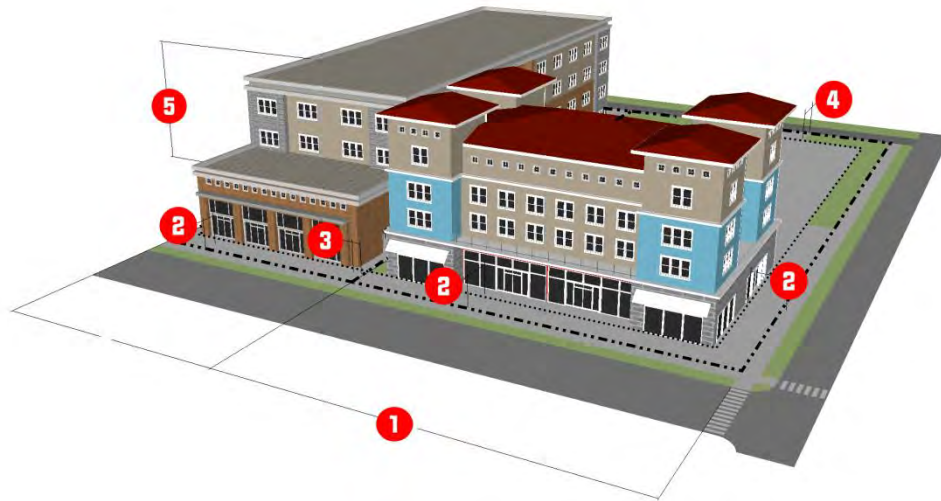
**(2) Use Standards**

Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	7,500	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	16.4	
2 Front Yard Setback, min. (ft.)	10	
3 Side Yard Setback, min. (ft.)	N/A	
4 Rear Yard Setback, min. (ft.)	10	
5 Building Height, max. (ft.)	50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts**Sec. 17-3.3. Mixed-Use, Activity Center, and Corridor Base Zoning Districts****(h) O-I: Office and Institutional District****(4) Reference to Other Standards**

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

ORDINANCE NO.: 2022-016

Annexing 1458 Caroline Road a/k/a 1458 Trinity Three Road, Richland County TMS# 16414-08-03 into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2022, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1458 Caroline Road a/k/a 1458 Trinity Three Road and TMS# 16414-08-03 containing 7.3 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 116.08, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Office and Institutional District (O-I).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16414-08-03

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2022-016
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 7.3 acres, more or less, and shown and designated as block 08, lot 03 on Richland County tax map 16414. Said parcel having such boundaries and measurements as are shown on said tax map,

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 7.3 acres, more or less, and shown and designated as block 08, lot 03 on Richland County Tax Map 16414. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 16414-08-03

Property Address: 1458 Caroline Road a/k/a 1458 Trinity Three Road

Seller:

Seller: Patricia R. Edwards BY Jane L. Carbone
Attorney in Fact Date: 12/30/2021
Patricia R. Edwards

Buyer:

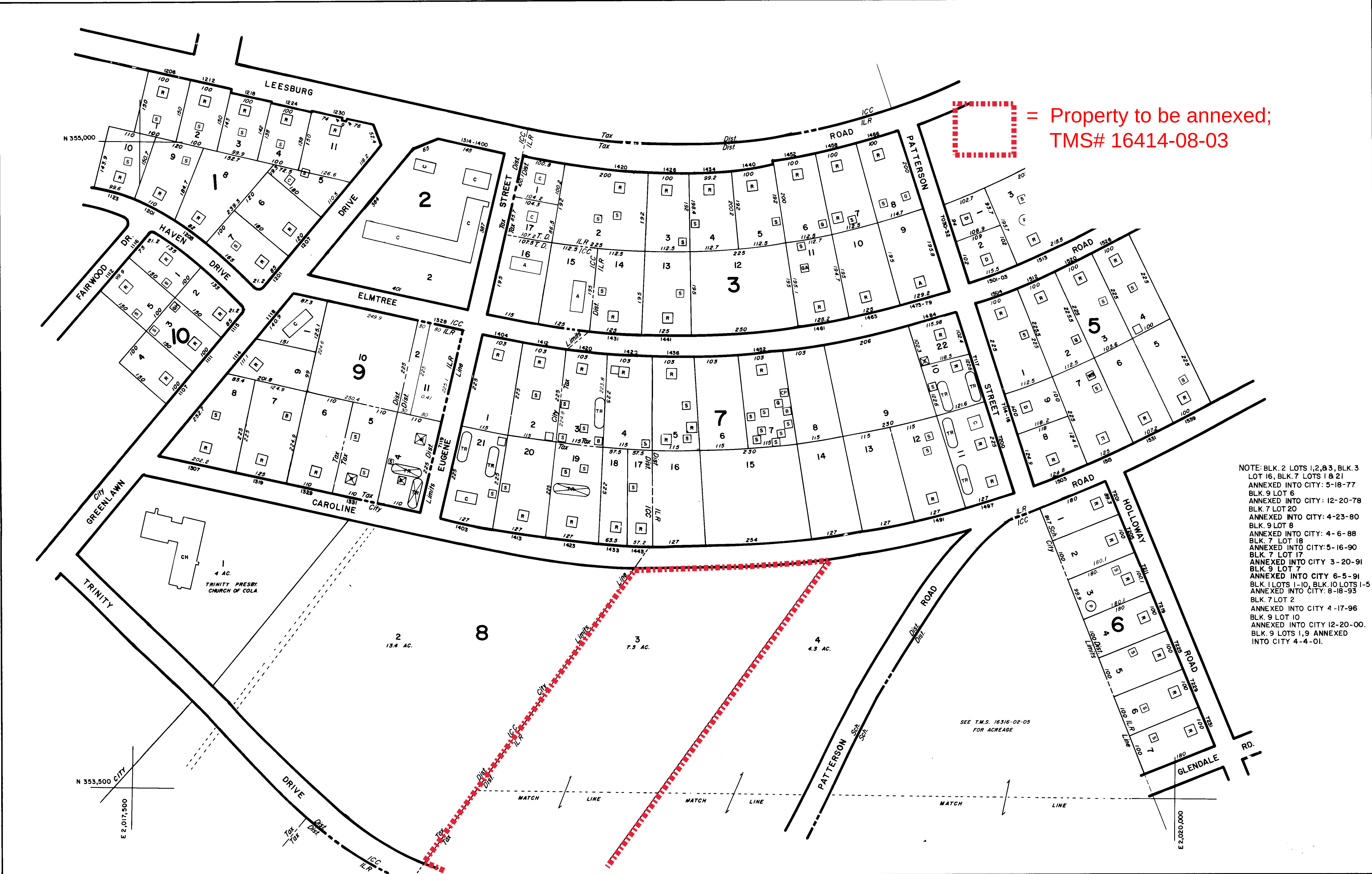
Big & Tall, LLC

BY: Gsh
(Signature)

Date: 1/3/22

Graeme Moore
(Print or type name)

ITS: Member
(Print or type title)



 = Property to be annexed;
TMS# 16414-08-03

NOTE: BLK. 2 LOTS 1,2,8,3, BLK. 3 LOT 16, BLK. 7 LOTS 1 & 21 ANNEXED INTO CITY: 5-18-77
BLK. 9 LOT 6 ANNEXED INTO CITY: 12-20-78
BLK. 7 LOT 20 ANNEXED INTO CITY: 4-23-80
BLK. 9 LOT 8 ANNEXED INTO CITY: 4-6-88
BLK. 7 LOT 18 ANNEXED INTO CITY: 5-16-90
BLK. 7 LOT 17 ANNEXED INTO CITY: 3-20-91
BLK. 9 LOT 7 ANNEXED INTO CITY: 6-5-91
BLK. 1 LOTS 1-10, BLK. 10 LOTS 1-5 ANNEXED INTO CITY: 8-18-93
BLK. 7 LOT 2 ANNEXED INTO CITY: 4-17-96
BLK. 9 LOT 10 ANNEXED INTO CITY: 12-20-00.
BLK. 9 LOTS 1,9 ANNEXED INTO CITY: 4-4-01.

SEE T.M.S. 16316-02-05 FOR ACREAGE

Prepared by
KUCERA ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/84	12/05
12/88	12/06
	12/01
	12/02
	12/03

PROPERTY LINE
RIGHT OF WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER

LEGEND

BLOCK NO

LOT NO

LOT MEASUREMENT

ACREAGE

ADDRESS

50

50

150.5

6.55 AC

1204

PROPERTY TAX MAP

RICHLAND COUNTY

SOUTH CAROLINA

MAP KEY

164-11

164-15

192-03

164-10

164-14

192-02

164-09

164-13

192-01

GRAPHIC SCALE

0

100

200

300

1" = 100'

LOCATION AND DIMENSIONS
OF BUILDINGS MAY NOT
BE DRAWN TO SCALE

PROPERTY MAP

SHEET NO

16414

SCHOOL DISTRICT

ICC, ILR

Packet Pg. 558



MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 7, 2022

RE: **Property Address:** 1458 Caroline Road a/k/a 1458 Trinity Three Road
Richland County TMS#: 16414-08-03
Owner(s): Patricia R. Edwards / Big & Tall, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Rural (RU)
Proposed City Zoning: Office and Institutional District (O-I)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 3
Census Tract: 116.08

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **February 10, 2022** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

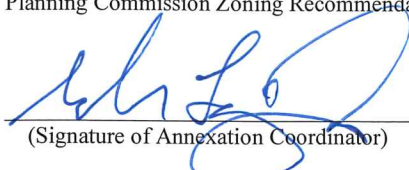
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Interim Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 8-0
 on 2/10/22 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: O-1 (Zoning classification) by 8-0
 on 2/10/22 (mm/dd/yyyy).

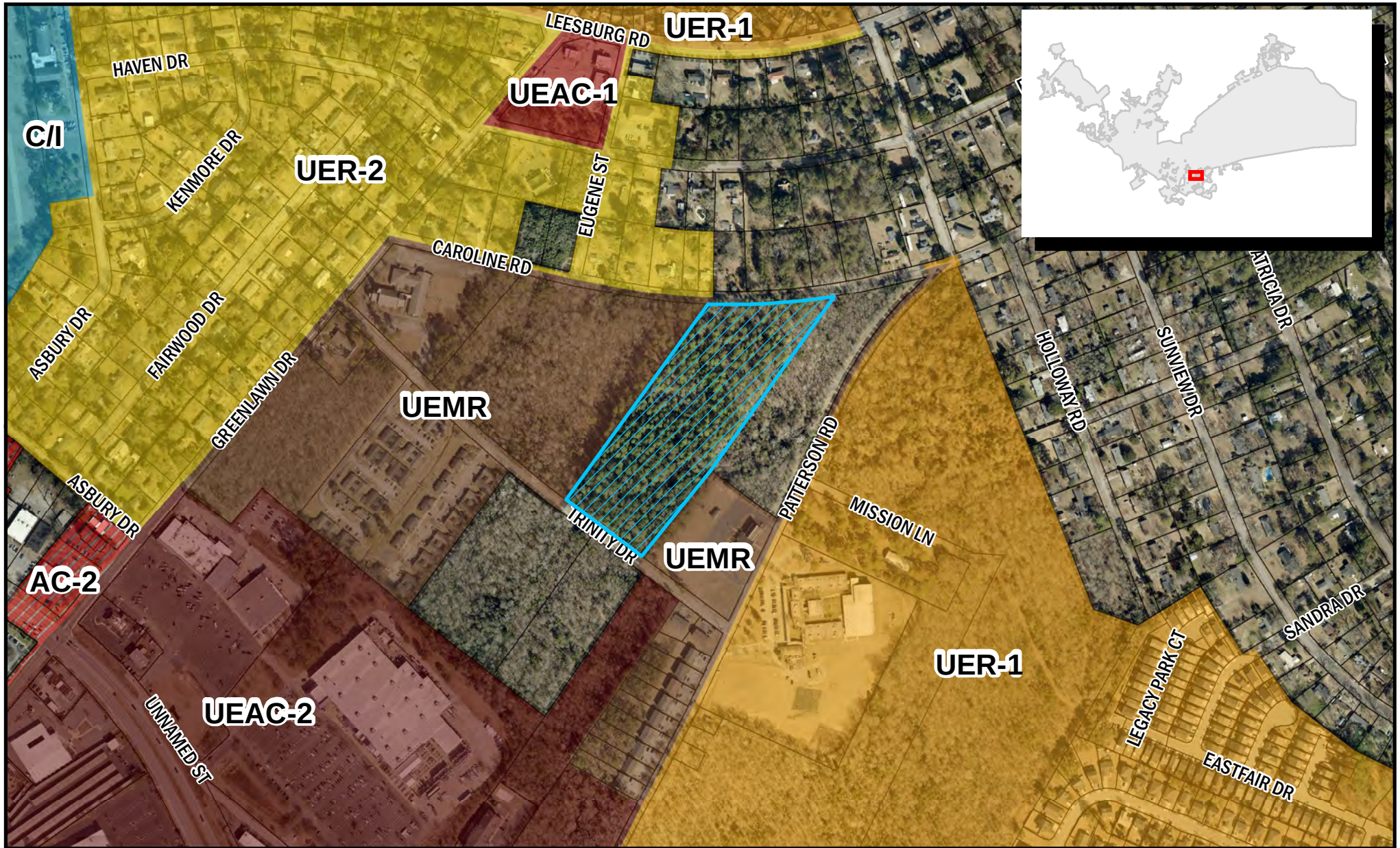

 (Signature of Annexation Coordinator)



Future Land Use Map

1458 Caroline Road a/k/a 1458 Trinity Three Road, TMS# 16414-08-03;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UEMR

23.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/5/2022



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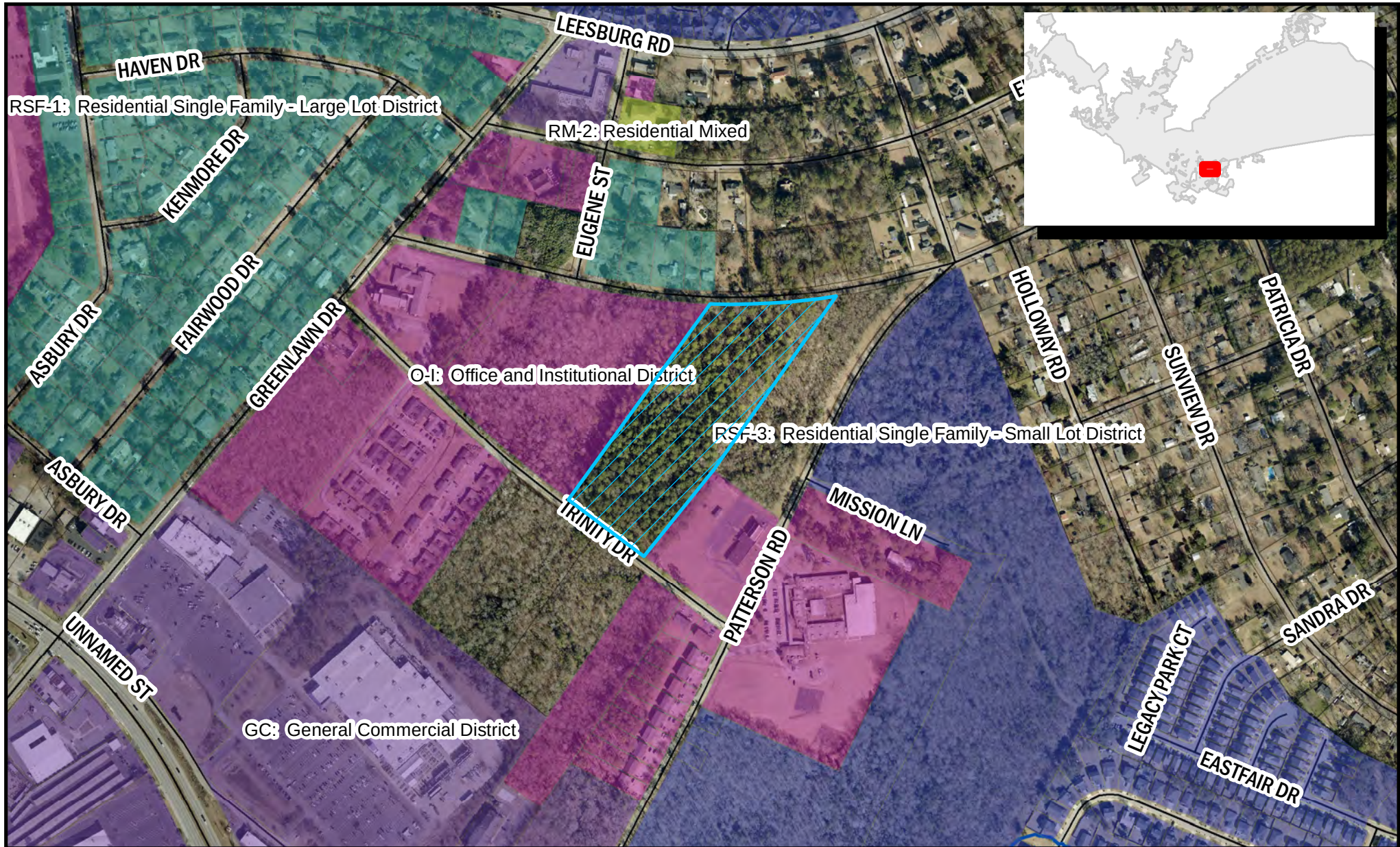
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

1458 Caroline Road a/k/a 1458 Trinity Three Road, TMS# 164
Current Rich. Co. Zoning: RU, Proposed City Zoning: O-I

23.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 1/5/2022



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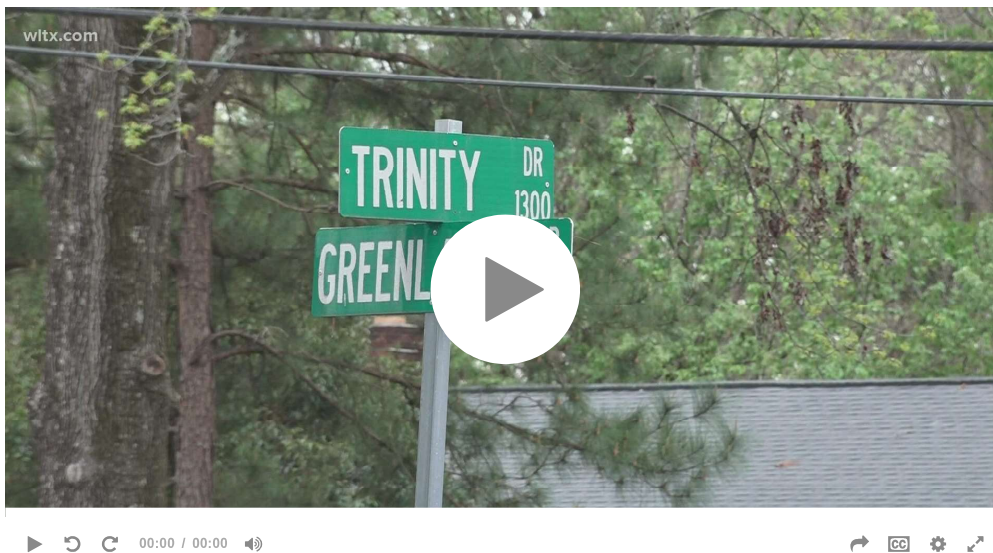
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LOCAL NEWS

Greenlawn Drive residents relieved after meeting with developer

Residents around Greenlawn Drive in Columbia have been anxiously waiting to hear more about plans for a new development in their neighborhood.



Author: Peyton Lewis

Published: 12:14 AM EDT March 25, 2022

Updated: 12:51 AM EDT March 25, 2022



COLUMBIA, S.C. — Conversations around a possible apartment complex have changed after Greenlawn residents were able to meet with developers on Thursday.

"We want to build single family attached, so duplex properties," said developer Graeme Moore. "You know, so we're trying to provide some nice, newer, somewhat affordable, rental property here in southeast Columbia."

Before the meeting, residents believed the proposed duplexes would be apartments in their neighborhood. They were nervous about additional traffic and litter in the area, and wanted to voice their concerns.

However, to their surprise, the real estate agents hoping to buy the property want to attract families and young professionals for around \$1,800 a month.

RELATED: [New housing developments raise traffic concerns in Lower Richland area](#)

Linda Headley has lived on Leesburg Road since the early 70s and says she has enjoyed seeing the area change over the years. Now, she is ready for the duplexes to bring new growth to her neighborhood.

"It's just one of those neighborhoods that's been stagnant for too long," Headley explained. "If we don't have some progression with this, I don't know what's going to happen."

After the meeting residents say their minds are more at ease. Melody Carroll says she looks forward to seeing what the developer's promises come to life.



Credit: Graeme Moore

RELATED: [Public invited to view, comment on Lower Richland Tourism plan](#)

"It's going to be nice rental property, hardy plank, a gated community, greenspace, they've got walking paths, so in the long run it's going to be the best thing," Carroll stated.

The developers do not have mock ups of how the duplexes will look right now, but they expect a designer to send them within the next few weeks. Once they have copies of the mockups they will present to the community again.

The developers for the duplexes are hoping to get this project approved by Fall of 2022, and possibly begin building at the start of 2023.

RELATED: [Resident concerned over zoning changes in Richland County](#)

Concern about traffic growth in Lower Richland



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LOADING NEXT ARTICLE...



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING TEXT AMENDMENT to Amend Chapter 17, Appendix D for (Historic Sub-District Boundaries, Earlewood Protection Area, Area A) to add TMS# 09107-13-19 (1010 Edgefield Street)**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2022-019 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries

Proposal: Amend Chapter 17, Appendix D: Historic Sub-District Boundaries; request to add TMS# 09107-13-19 (1010 Edgefield Street) to Chapter 17, Appendix D: Historic Sub-District Boundaries (Earlewood Protection Area, Area A) at the time of the property's annexation.

Pertinent Sections: Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/10/2022; Approval (8-0)

First reading approval was given on March 15, 2022.

ATTACHMENTS:

- **#a:** TA-2022-0001_EarlewoodGuidelines_Edgefield1010_Annex (PDF)
- **#b:** 2022-019 - Amending Chapter 17 Appendix D Historic Sub-District Boundaries (PDF)

- #c: Applicants Letter of Support (PDF)

HISTORY:

03/15/22

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 15, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary

Amend Chapter 17, Appendix D (Historic Sub-District Boundaries, Earlewood Protection Area, Area A) to add TMS# 09107-13-19 (1010 Edgefield Street)

Proposal:	Amend Chapter 17, Appendix D: Historic Sub-District Boundaries; request to add TMS# 09107-13-19 (1010 Edgefield Street) to Chapter 17, Appendix D: Historic Sub-District Boundaries (Earlewood Protection Area, Area A) at the time of the property's annexation.
Pertinent Sections:	Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A
Applicant:	Krista Hampton, Director of Planning and Development Services
Staff Recommendation:	Approval
PC Recommendation:	02/10/2022; Approval (8-0)
ZPH, 1 st Reading:	03/15/2022; Pending
2 nd Reading:	04/05/2022; Pending

PROPOSED ZONING TEXT SUMMARY

The following is the proposed updated text of Chapter 17, Appendix D: Historic Sub-District Boundaries, Earlewood Protection Area, Area A. The text in red and underlined is the proposed addition.

Chapter 17, Appendix D: Historic Sub-District Boundaries

Earlewood Protection Area

The area of the city generally bound by Sunset Drive on the north, the Seaboard Air Line Railroad to the east, Marlboro and Darlington Street to the west and Richfield Drive, Riverview Court and Park Street to the south and further identified on the following tax maps: AREA A. TMS# 9105-01-12, 13; 9105-03-01 through 03; 9105-04-01 through 15; 9105-05-01 through 04; 9105-06-01 through 15; 9105-07-01 through 15; 9105-05-01; 9105-09-01 through 10; 9105-10-01 through 05; 9105-11-01 through 07; 9105-12-01 through 06; 9105-13-01; 9105-14-01 through 08; 9105-15-10; 9106-03-03, 04, 06 through 08, 16; 9106-04-01 through 10, 12, 15 through 20; 9106-05-01 through 15; 9106-06-01 through 05; 9106-07-01 & 02; 9106-08-01 through 16; 9106-09-01 through 28, 30 through 21; 9106-10-01 through 16; 9106-11-01 through 06; 9106-12-01 through 15; 9106-13-01 through 08, 10 through 18; 9106-14-01 through 12; 9106-15-01 through 11; 9106-16-01 through 17; 9106-17-01 through 05, 07 through 12; 9106-18-01 through 11; 9107-09-01 through 16; 9107-10-01 through 03; 9107-11-01 through 06, 08 through 20; 9107-12-01; 9107-13-10, 19; 9107-14-01 through 16; 9107-15-07, 08, 11, 12; 9107-16-01; 9109-01-01 through 14, 16 through 21; 9109-02-01 through 03, 05 through 10; 9109-03-01 through 08; 9109-19-01 through 07; 9109-21-01 through 09; 9110-01-01 through 12; 9110-02-01 through 17; 9110-03-01 through 16; 9110-04-01; 9110-05-01 through 06, 08 through 12; 9110-16-01 through 08; 9110-17-01 through 13; 9110-18-01 through 11; 9110-19-01 through 17; 9110-

20-01 through 16, 18, 19; 9110-21-01 through 05; 9111-03-02 through 06; 9111-04- 01, 08 through 11; 9111-10-01 through 10; 9111-11-07 through 13; 9112-09-02; 9112-10-02 through 04.

The proposed updated map for the Earlewood Protection Area Design Guidelines is attached to this Case Summary as well as the existing map.

STAFF RECOMMENDATION

Staff recommends City Council approval of the changes to the Unified Development Ordinance and Earlewood Protection Area Design Guidelines.

ORDINANCE NO.: 2022-019

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2022, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Appendix D: Historic Sub-District Boundaries is amended to read as follows:

Earlewood Protection Area

The area of the city generally bound by Sunset Drive on the north, the Seaboard Air Line Railroad to the east, Marlboro and Darlington Street to the west and Richfield Drive, Riverview Court and Park Street to the south and further identified on the following tax maps:

AREA A.

TMS# 9105-01-12, 13; 9105-03-01 through 03; 9105-04-01 through 15; 9105-05-01 through 04; 9105-06-01 through 15; 9105-07-01 through 15; 9105-05-01; 9105-09-01 through 10; 9105-10-01 through 05; 9105-11-01 through 07; 9105-12-01 through 06; 9105-13-01; 9105-14-01 through 08; 9105-15-10; 9106-03-03, 04, 06 through 08, 16; 9106-04-01 through 10, 12, 15 through 20; 9106-05-01 through 15; 9106-06-01 through 05; 9106-07-01 & 02; 9106-08-01 through 16; 9106-09-01 through 28, 30 through 21; 9106-10-01 through 16; 9106-11-01 through 06; 9106-12-01 through 15; 9106-13-01 through 08, 10 through 18; 9106-14-01 through 12; 9106-15-01 through 11; 9106-16-01 through 17; 9106-17-01 through 05, 07 through 12; 9106-18-01 through 11; 9107-09-01 through 16; 9107-10-01 through 03; 9107-11-01 through 06, 08 through 20; 9107-12-01; 9107-13-10, 19; 9107-14-01 through 16; 9107-15-07, 08, 11, 12; 9107-16-01; 9109-01-01 through 14, 16 through 21; 9109-02-01 through 03, 05 through 10; 9109-03-01 through 08; 9109-19-01 through 07; 9109-21-01 through 09; 9110-01-01 through 12; 9110-02-01 through 17; 9110-03-01 through 16; 9110-04-01; 9110-05-01 through 06, 08 through 12; 9110-16-01 through 08; 9110-17-01 through 13; 9110-18-01 through 11; 9110-19-01 through 17; 9110-20-01 through 16, 18, 19; 9110-21-01 through 05; 9111-03-02 through 06; 9111-04-01, 08 through 11; 9111-10-01 through 10; 9111-11-07 through 13; 9112-09-02; 9112-10-02 through 04.

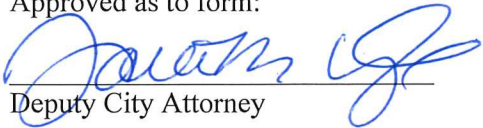
LEGAL DEPARTMENT DRAFT

Requested by:

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

MAYOR

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-021 - Approval for Conveyance of
Falling Spring Court, Identified as Richland County
TMS#09107-02-02 to Deliverance and Revival Center Church;
CF#250-551

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

This item was authorized by Ms. Wilson in September 2021

ATTACHMENTS:

- **#a:** 2022-021 - Falling Springs Ct conveyance (PDF)
- **#b:** Contract-2022_02_18_14_09_04 (PDF)

ORDINANCE NO: 2022-021

Approval for Conveyance of Falling Spring Court, Identified as Richland County TMS#09107-02-02 to Deliverance and Revival Center Church; CF#250-551

WHEREAS, Deliverance and Revival Center Church ("the Church") has made a request for acquisition of Falling Springs Court (0.25 acre), a City-owned, unopen right-of-way that fronts on Fallings Springs Road and a portion of property that the Church owns; and

WHEREAS, the Church acquired property adjacent to Falling Springs Court and paid \$8,621 per acre, which has been determined to be a reasonable price per acre. The Church will file an action for closing Falling Springs Court as required by state law; NOW, THEREFORE.

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2022, for and in consideration of the sum of Two Thousand One Hundred Fifty-Five and No/100s (\$2,155.00) Dollars, the City Manager is hereby authorized to sign all documents necessary to consummate the sale of Falling Springs Court and to execute a deed on behalf of the City of Columbia to the **DELIVERANCE AND REVIVAL CENTER CHURCH** for the conveyance of Falling Springs Court containing 0.25 acre in compliance with and as provided in City Code Section 2-210(b).

The referenced site is more clearly shown on a survey of Falling Springs Court prepared for the City of Columbia by the Department of Engineering, David S. Sharpe, S.C. P.L.S. #10509, dated January 28, 2022 and being incorporated herein and made a part hereof as Exhibit "A" and being on file in the office of the Department of Engineering under file reference #250-551. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

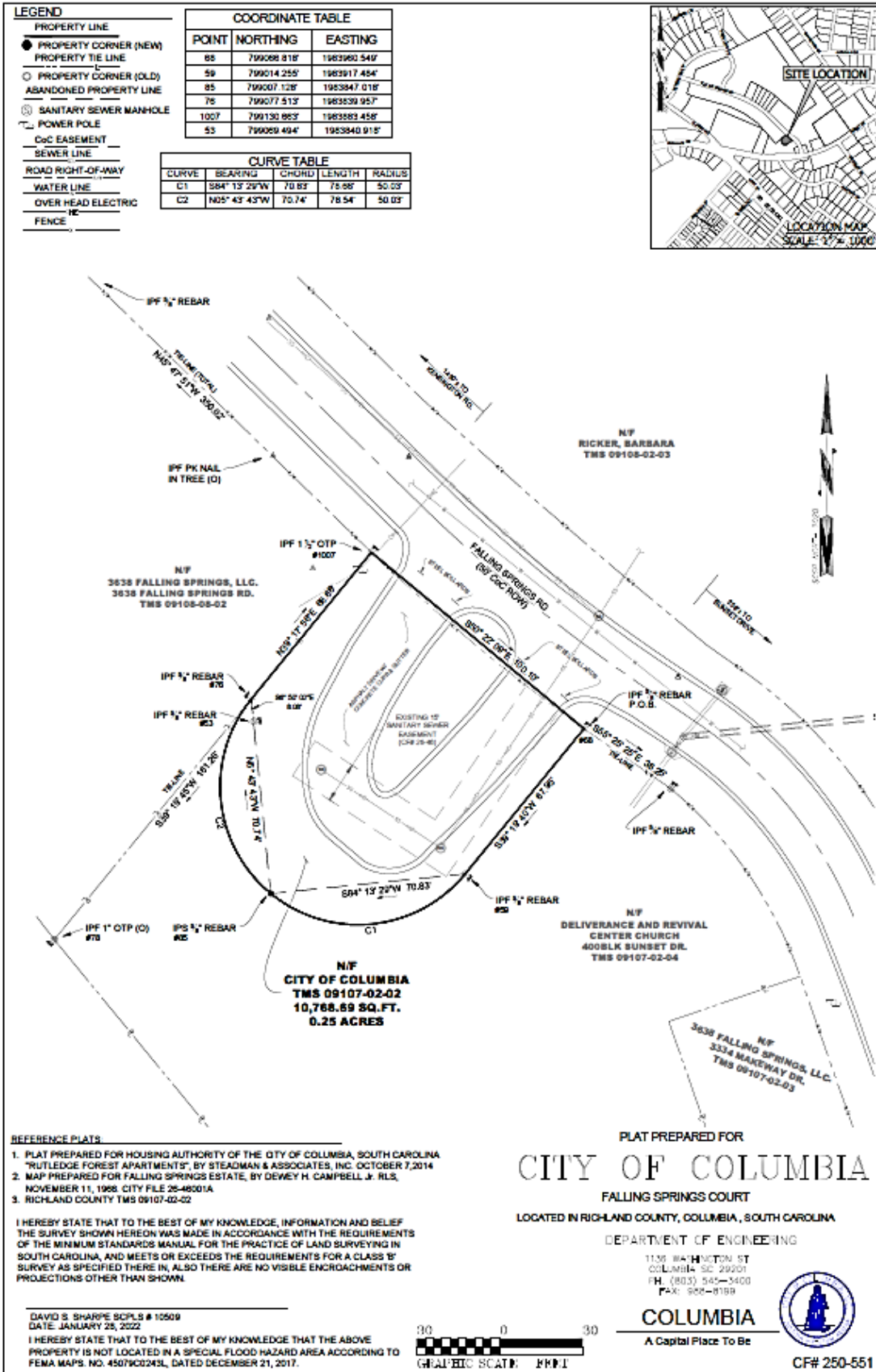

Deputy City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"



STATE OF SOUTH CAROLINA)

AGREEMENT FOR SALE

COUNTY OF RICHLAND)

Agreement made this 18 day of February, 2022 by and between the **DELIVERANCE AND REVIVAL CENTER CHURCH (Buyer)** and **CITY OF COLUMBIA (Seller)** for property identified as Falling Springs Court ("the Property") described herein and located within the city of Columbia and identified as Richland County TMS#09107-02-02.

Subject to the following terms and conditions, it is agreed that:

1. **PROPERTY DESCRIPTION:** Buyer agrees to buy and Seller agrees to sell all that piece, parcel or lot land, with improvements thereon, situate, lying and being in the City of Columbia, in the County of Richland, State of South Carolina, containing approximately 0.25 acres and identified as Falling Springs Court, and further identified as a portion of Richland County TMS #09107-02-02. A survey of the property prepared for the City of Columbia by the Department of Engineering, David S. Sharpe, S.C. P.L.S. #10509, dated January 28, 2022 and being incorporated herein and made a part hereof as Exhibit "A". Said survey also being on file in the office of the Department of Engineering under City File #250-551.
2. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof.
3. **PRICE.** The agreed upon purchase price is in the amount of Two Thousand One Hundred Fifty-Five and No/100s (\$2,155.00) Dollars, payable by the Buyer to the Seller as follows:
 - a. Upon the execution of this Agreement, the Buyer shall deposit with the Seller Zero (\$0.00) Dollars as earnest money.
 - b. Upon delivery of the deed, Buyer shall pay to Seller the purchase price by cash or certified funds.
4. **CLOSING COSTS.** This shall be a cash sale and the Buyer shall pay for deed preparation, if applicable, and all other closing costs and prepaid items incurred by the Buyer for this transaction, and attorney's fees, excluding Seller's costs.
5. **CONDITIONS AND RESTRICTIONS.** The Seller shall convey the property described in Paragraph 1 hereof to the Buyer in fee simple by proper limited warranty deed, free from all liens and encumbrances except as are herein agreed to and subject to the following conditions and restrictions: The Buyer agrees to accept the property subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, reservation of utility easements over the existing utilities located on the Property,

including any shown on a recorded plat or utilities located by an inspection of the property; also, any state of facts that an accurate survey would show.

6. **CONDITION OF PROPERTY.** The Buyer has fully examined and inspected the Property and agrees to purchase the Property in "AS-IS" condition. The Buyer is aware that the subject Property contains 0.25 acres, which is designated as Falling Springs Court.

The Buyer shall have the title to the property examined to determine that title is marketable and that there are no liens, restrictions or encumbrances, other than stated herein, affecting the title which are objectionable. Any findings that are objectionable to the Buyer shall be presented to the Seller for curing in the form of recorded releases and satisfactions; copies of which shall be given to the Buyer.

7. **RISK OF LOSS OR DAMAGE.** The risk of loss or damage to the Property by fire or other casualty until the delivery of the deed is assumed by the Seller. In the case of loss or damage, the Seller has the option to restore the Property within a reasonable time to substantially its undamaged condition or to terminate this Agreement. In the event the Seller elects to terminate this Agreement, there shall be no further obligation of the Seller to the Buyer.
8. **REAL ESTATE COMMISSION.** Both parties warrant that they have taken no action that would result in a real estate commission being due on behalf of the Buyer or to be paid by the Seller.
(Buyer's initial RJS; Seller's initial _____)

9. **SELLER'S DEFAULT.** If the Seller shall default under this Agreement, the Buyer shall have the option of suing for damages or specific performance, or rescinding this Agreement. Upon default by the Seller, if the Buyer elects to rescind this Agreement, the sole obligation of the Seller shall be to refund to the Buyer all sums paid hereunder and to reimburse the Buyer for actual costs of its survey of the Property, the cost of title examination, copies and its reasonable attorney's fees. Upon the making of such refund and reimbursement, this Agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Agreement. Seller shall not be required to bring any action or proceedings or otherwise incur any expense to render the title to the Property marketable, and in the event Seller is unable or unwilling to deliver good and marketable title to the Property, Buyer may terminate this Agreement, upon which event neither party shall have any further claim against the other hereunder. The Buyer may, nevertheless, accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller. The acceptance of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement. The term "cost of title examination" is defined for the purposes of this Agreement as the expense actually incurred by the Buyer for title examination; in no event, however, to exceed the amount customarily

charged by local attorneys for comparable title examinations. If a Title Insurance Company, which is a member of the American Land Title Association, will issue a binder to issue an owner's title insurance policy insuring the title to the Property in the amount equal to the purchase price, which owner's title insurance policy will have as exceptions only those as are herein agreed to, the Seller shall be deemed to be able to convey marketable fee simple title.

10. ADJUSTMENTS. Adjustments for taxes, interest, water charges, sewer charges, fuel oil, electricity charges, gas charges, rents when collected, and other assessments are not applicable to the Property being conveyed to the Buyer. The Seller is a tax-exempt, political subdivision. Any tax prorations made pursuant to this Agreement are based on the taxes of record on this date and are, therefore, prorated on that basis. Any increase or decrease of taxes shall be subject to an adjustment when the current year's taxes are determined.
11. BUYER'S DEFAULT. If the Buyer shall default under this Agreement, the Seller shall be entitled to terminate this Agreement and shall have no further obligations to the Buyer hereunder.
12. CLOSING. The closing shall take place on or before _____, 2022. At closing, Seller shall deliver the deed upon Buyer's compliance with the terms and conditions herein. Time is of the essence, but the closing date may be extended by written agreement of the parties. The closing shall take place at (to be determined).
13. POSSESSION. The Seller shall relinquish possession of the property to the Buyer upon closing.
14. ONLY CONTRACT. The parties hereto further agree that this written contract expresses the entire agreement between the parties and this Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this Agreement.
15. DEFINITION. If two or more people constitute the Seller or the Buyer, the word "Seller" or the word "Buyer" shall be construed as if written "Sellers" or "Buyers" whenever the sense of this Agreement so requires.
16. ADDITIONAL TERMS.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SIGNED, SEALED AND DELIVERED as of the date first above set forth.

WITNESSES:

CITY OF COLUMBIA
(SELLER)

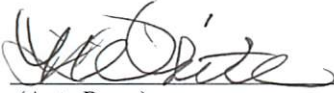
(As to Seller)

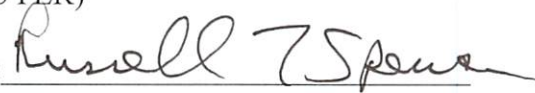
By: _____
(Signature)

(As to Seller)

Name: Teresa Wilson
Title: City Manager

DELIVERANCE AND REVIVAL CENTER
CHURCH
(BUYER)


(As to Buyer)

By: 


(As to Buyer)



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP
AMENDMENT, AND INTERIM ZONING MAP
AMENDMENT for 1.229 acre portion of 181 Newland Road;
TMS# 25600-03-15(p)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

Ordinance No.: 2022-027 - Annexing 1.229-acre portion of 181 Newland Road Richland County TMS# 25600-03-15 (portion)

Council District: 4

Proposal: Request to assign an interim land use classification of Urban Edge Community Activity Center (UEAC-1) and assign interim zoning of Light Industrial District (LI) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: American Container Services, Inc.

Staff Recommendation: Approval

PC Recommendation: 03/10/2022; Approval (7-0)

ATTACHMENTS:

- **#a:** AO-ANNEX-2022-0003_181Newland_council (PDF)
- **#b:** Newland_Petition (PDF)
- **#c:** Offer_Notice_Newland (PDF)
- **#d:** 2022-027 Annex and Incorporate 1.229 acre portion of 181 Newland Road revised (PDF)



PLANNING COMMISSION

April 5, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 1.229 acre portion of 181 Newland Road; TMS# 25600-03-15(p)

Council District:	4
Proposal:	Request to assign an interim land use classification of Urban Edge Community Activity Center (UEAC-1) and assign interim zoning of Light Industrial District (LI) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.
Applicant:	American Container Services, Inc.
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	03/10/2022; Approval (7-0)
First Reading:	04/05/2022; Pending
Second Reading:	04/19/2022; Pending
ZMA, FLU Confirmation	
PC Recommendation:	05/12/2022; Pending
1 st Reading:	07/19/2022; Pending
2 nd Reading:	08/02/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.229 acres

Current Use: Undeveloped

Proposed Use: Industrial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Secondary

Current County Land Use Classification: Neighborhood (Medium Density)

Proposed Interim City Land Use Classification: Urban Edge Community Activity Center (UEAC-1)

Current County Zoning: Light Industrial (M-1)

Proposed Interim City Zoning: Light Industrial District (LI)

Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this

dumpster roll-off service is **approximately \$1,900 per year**, based on calls to similar properties within the City limits. It should be noted that half of the property is already within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The proposed use will not require the City's solid waste services.

Engineering

Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. This property is within the East Richland Public Service District sewer service area.

Water Customer Care

If water service is established on this property, the customer on the property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole – Secondary in the Urban Service Area plan. The 1.229 acres under consideration for annexation are being combined with a 1.135-acre portion of a property already within the City limits to create a new 2.364-acre lot. A proposed dumpster roll-off service is proposed for the site, and the estimated real estate tax revenue generated for the City would be **approximately \$2,000 per year** based on an average taxable value of similar properties.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole - Secondary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - 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 classification for the subject property is Urban Edge Community Activity Center (UEAC-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium
- Flex Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small & Large
- Commercial Large
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (LI) to the West, North, and East. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the South.

The proposed City of Columbia zoning district is Light Industrial District (LI).

Light Industrial District (LI)

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

STAFF RECOMMENDATION

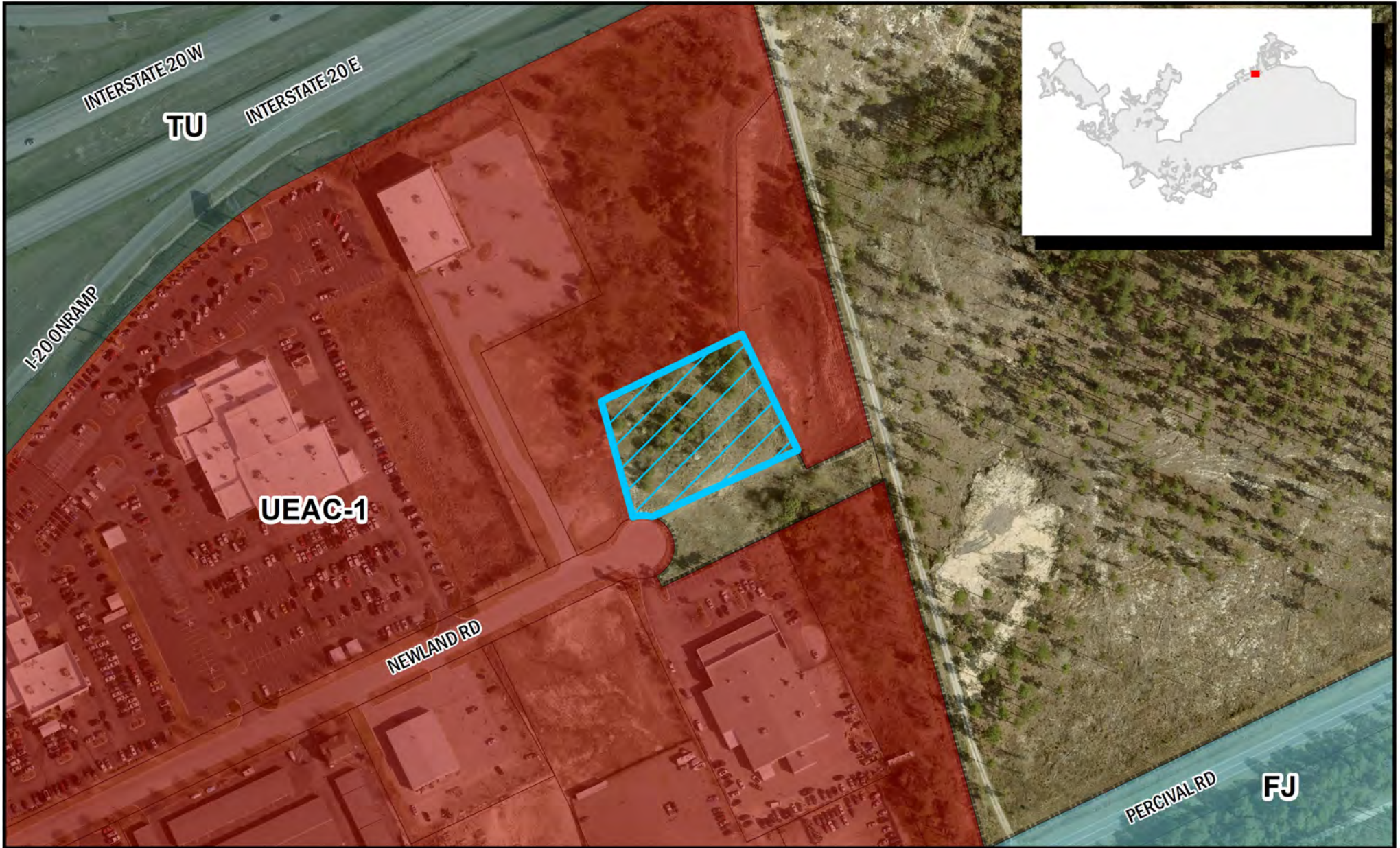
Staff recommends the annexation of the property and the assignment of an interim future land use classification of Urban Edge Community Activity Center (UEAC-1) and interim zoning of Light Industrial District (LI) at the time of annexation.



Future Land Use Map

1.229 acre portion of 181 Newland Road, TMS# 25600-03-15(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UEAC-1

26.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2022



We Are Columbia



0 50 100 200
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 585

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

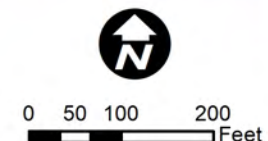
1.229 acre portion of 181 Newland Road, TMS# 25600-26.a
Current Rich. Co. Zoning: M-1, Proposed City Zoning: LI



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2022



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

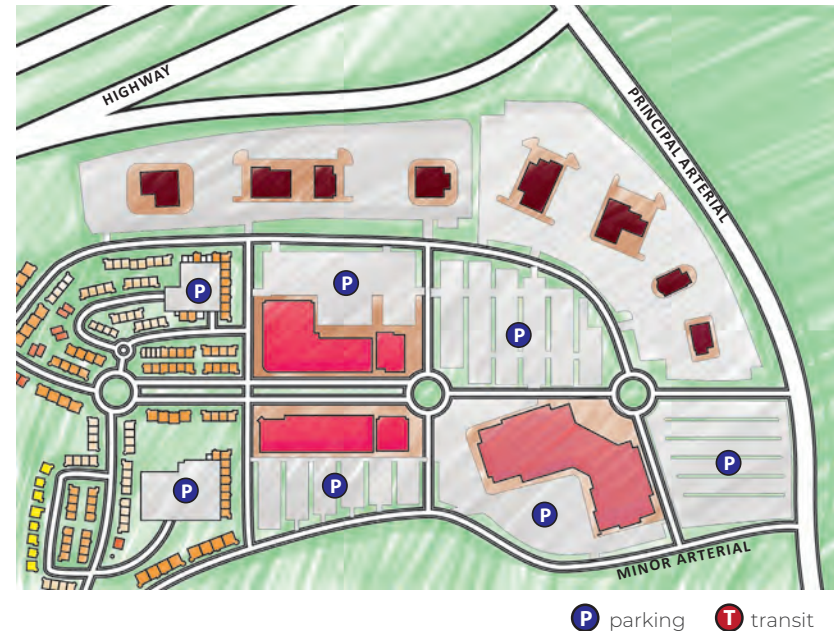
Packet Pg. 586

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Development Types

URBAN EDGE COMMUNITY ACTIVITY CENTER (UEAC-1)

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three-mile to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.



UEAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium
- Flex Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small & Large
- Commercial Large
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-1 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Connections to the primary road network are somewhat limited. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on the tenant mix; subdivision beyond blocks may be non-existent if shopping centers and multi-family buildings are owned by a single entity.
- Buildings are oriented toward internal streets of the development. Commercial/retail structures are set up to the sidewalk line, and residential buildings may also be set to the sidewalk or have small lawns or front yards.
- Buildings range from a small to medium scale footprint and are typically one to three stories.
- Design of these activity centers should fully accommodate pedestrians and cyclists as well as automobiles.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Community Activity Center, parking for businesses should be accommodated in inner block surface parking, or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Community Activity Centers.



- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.
- Typically an architectural theme or range of styles is established at the time of planning; most Community Activity Centers are built in phases with a master plan and a single developer/builder. Neo-Traditional styles or modern architecture can be appropriate in these developments.

Article 3: Zoning Districts**Sec. 17-3.5. Industrial Base Zoning Districts****(c) LI: Light Industrial District****(c) LI: Light Industrial District****(1) Purpose**

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

**(2) Use Standards**

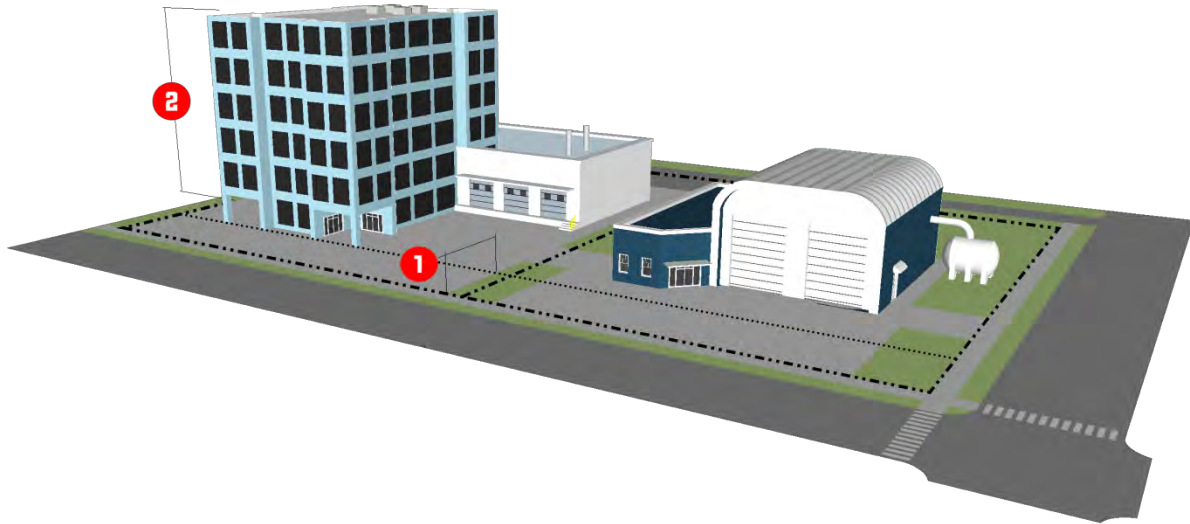
Allowed uses and use-specific standards for principal, accessory, and temporary uses are established in Article 4: Use Regulations.

(3) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
1 Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
2 Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Article 3: Zoning Districts
 Sec. 17-3.5. Industrial Base Zoning Districts
 (c) LI: Light Industrial District



(4) Reference to Other Standards

Sec. 17-5.1	Access, Mobility, and Circulation	Sec. 17-5.8	Fences and Walls
Sec. 17-5.2	Off-Street Parking, Bicycle Parking	0	Exterior Lighting
Sec. 17-5.3	Landscaping	0	Signs
Sec. 17-5.4	Tree Protection	Sec. 17-5.11	Green Building Standards
Sec. 17-5.5	Open Space	Sec. 17-6.2	Minimum Design Standards
Sec. 17-5.6	Neighborhood Compatibility	0	Improvements and Sureties
Sec. 17-5.7	Form and Design Standards	Article 9	Definitions and Rules of Measurement

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, lot or tract of land situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as "Lot 1B" comprising 1.229 acres on a plat entitled "Reconfiguration Survey" dated August 3, 2021, last revised October 26, 2021, prepared by Walker Land Surveying, Inc., and recorded in Plat Book 2699, Page 444 in the Office of the Richland County Register of Deeds, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

Richland County TMS: 25600-03-15 (portion)

Property Address: 1.229-acre portion of 181 Newland Road

American Container Services, Inc.

BY: 
 (Signature)

Date: 1-24-22

Joseph B. Walker
 (Print or type name)

ITS: President
 (Print or type title)

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 9, 2022

RE: **Property Address:** 1.229-acre portion of 181 Newland Road
Richland County TMS#: 25600-03-15 (portion)
Owner(s): American Container Services, Inc.
Current Use: Undeveloped
Proposed Use: Industrial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Community Activity Center (UEAC-1)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (LI)
Reason for Annexation: Municipal Services; Donut Hole - Secondary
City Council District: 4
Census Tract: 114.14

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **March 10, 2022** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

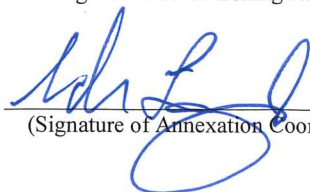
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Denoi Fields, Deputy Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UEAC-1 (Land Use classification) by 7-0
 on 3/10/2022 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: LI (Zoning classification) by 7-0
 on 3/10/2022 (mm/dd/yyyy).

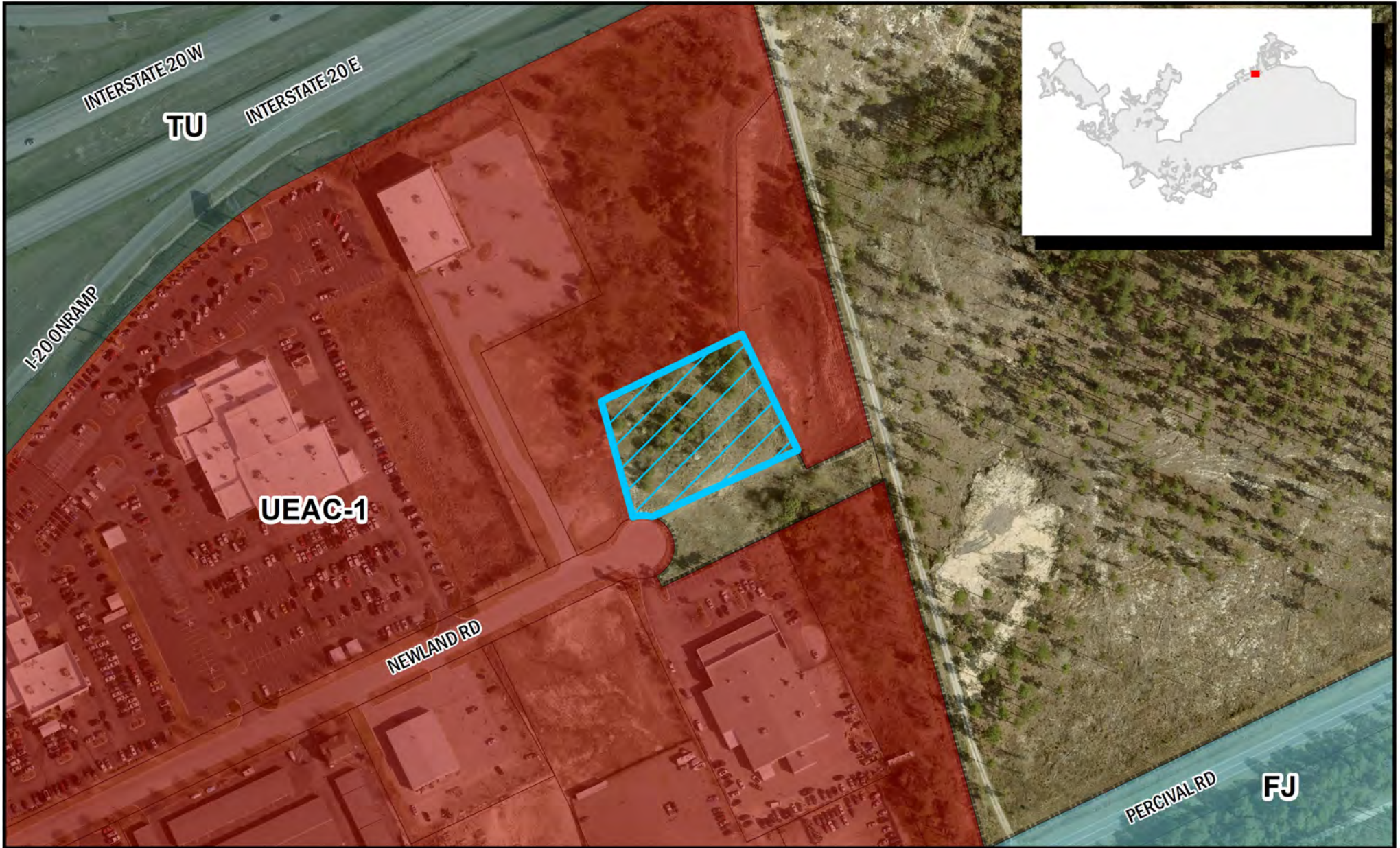

 (Signature of Annexation Coordinator)



Future Land Use Map

1.229 acre portion of 181 Newland Road, TMS# 25600-03-15(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UEAC-1

26.c



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2022



We Are Columbia



0 50 100 200
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CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
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ISA

Packet Pg. 595

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

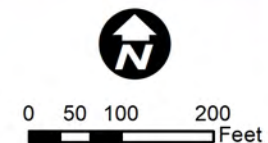
1.229 acre portion of 181 Newland Road, TMS# 25600-26.c
Current Rich. Co. Zoning: M-1, Proposed City Zoning: LI



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/8/2022



DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-027

*Annexing 1.229-acre portion of 181 Newland Road
Richland County TMS# 25600-03-15 (portion)*

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 Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2022, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (LI), apportioned to City Council District 4, Census Tract 114.14, contains 1.229 acres, and shall be assigned an interim land use classification of Urban Edge Community Activity Center (UEAC-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25600-03-15

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

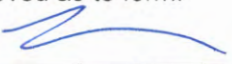
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2022-027

All that certain piece, parcel, lot or tract of land situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as "Lot 1B" comprising 1.229 acres on a plat entitled "Reconfiguration Survey" dated August 3, 2021, last revised October 26, 2021, prepared by Walker Land Surveying, Inc., and recorded in Plat Book 2699, Page 444 in the Office of the Richland County Register of Deeds, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP
AMENDMENT, AND INTERIM ZONING MAP
AMENDMENT for 28.24 acres E/S Riding Grove Road and
0.07 acres SE/S Riding Grove Road; TMS# 28908-03-01 and
28904-01-16

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

**Ordinance No.: 2022-028 - Annexing 28.24 acres E/S Riding Grove Road, Richland County
TMS# 28908-03-01 and 0.07 acre SE/S Riding Grove Road, TMS# 28904-01-16**

Council District: 4

Proposal: Request to assign an interim land use classification of Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Premium Development, LLC and Woodcreek Development, LLC

Staff Recommendation: Approval

PC Recommendation: 03/10/2022; Approval (7-0)

ATTACHMENTS:

- **#a:** AO-ANNEX-2022-0005_RidingGrovePecanGrove_Council (PDF)
- **#b:** 0.07acSES RidingGrove_PecanGrove_petition (PDF)
- **#c:** 28.24acES RidingGrove_PecanGrove_petition (PDF)

- #d: Offer_Notice_RidingGrove (PDF)
- #e: 2022-028 Annex and Incorporate 28.24 acres ES Riding Grove Road (PDF)



CITY COUNCIL

April 5, 2022 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY

**28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road;
TMS# 28908-03-01 and 28904-01-16**

Council District:	4
Proposal:	Request to assign an interim land use classification of Urban Edge Residential Large Lot (UER-2) and assign interim zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.
Applicant:	Premium Development, LLC and Woodcreek Development, LLC
Staff Recommendation:	Approval
Annexation	
PC Recommendation:	03/10/2022; Approval (7-0)
First Reading:	04/05/2022; Pending
Second Reading:	04/19/2022; Pending
ZMA, FLU Confirmation	
PC Recommendation:	05/12/2022; Pending
1 st Reading:	07/19/2022; Pending
2 nd Reading:	08/02/2022; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 28.31 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed Interim City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: PDD
Proposed Interim City Zoning: Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed single-family residential subdivision would be **approximately \$7,000 per year**, based on calls to similar properties within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid Waste provides service in this area. As a result of recent growth in the Woodcreek Farms area our services will be strained until we can get added personnel, equipment and funding. The cost associated with solid waste service is approximately **\$216 annually per household**.

Engineering

Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. This property is within the Palmetto Utilities sewer service area.

Water Customer Care

Any customers on this property would bring new revenue to the City. Customers will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area designated as Donut Hole – Primary in the Urban Service Area plan. A 43-lot single family residential subdivision is proposed for the site, and the estimated real estate tax revenue generated for the City would be **approximately \$97,000 per year** assuming every lot is developed and owner-occupied.

* Estimated City Tax Revenue is based on **2021 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002280 for the 2021 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Donut Hole - Primary” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are

areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Large Lot (UER-2) in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory dwelling units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Development (PD) to the North and East. Surrounding parcels in unincorporated Richland County are currently zoned PDD to the North, West, and South.

The proposed City of Columbia zoning district is Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP).

Planned Development District (PD)

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood. Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development

Floodplain Overlay District (OV-FP)

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with

flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

STAFF RECOMMENDATION

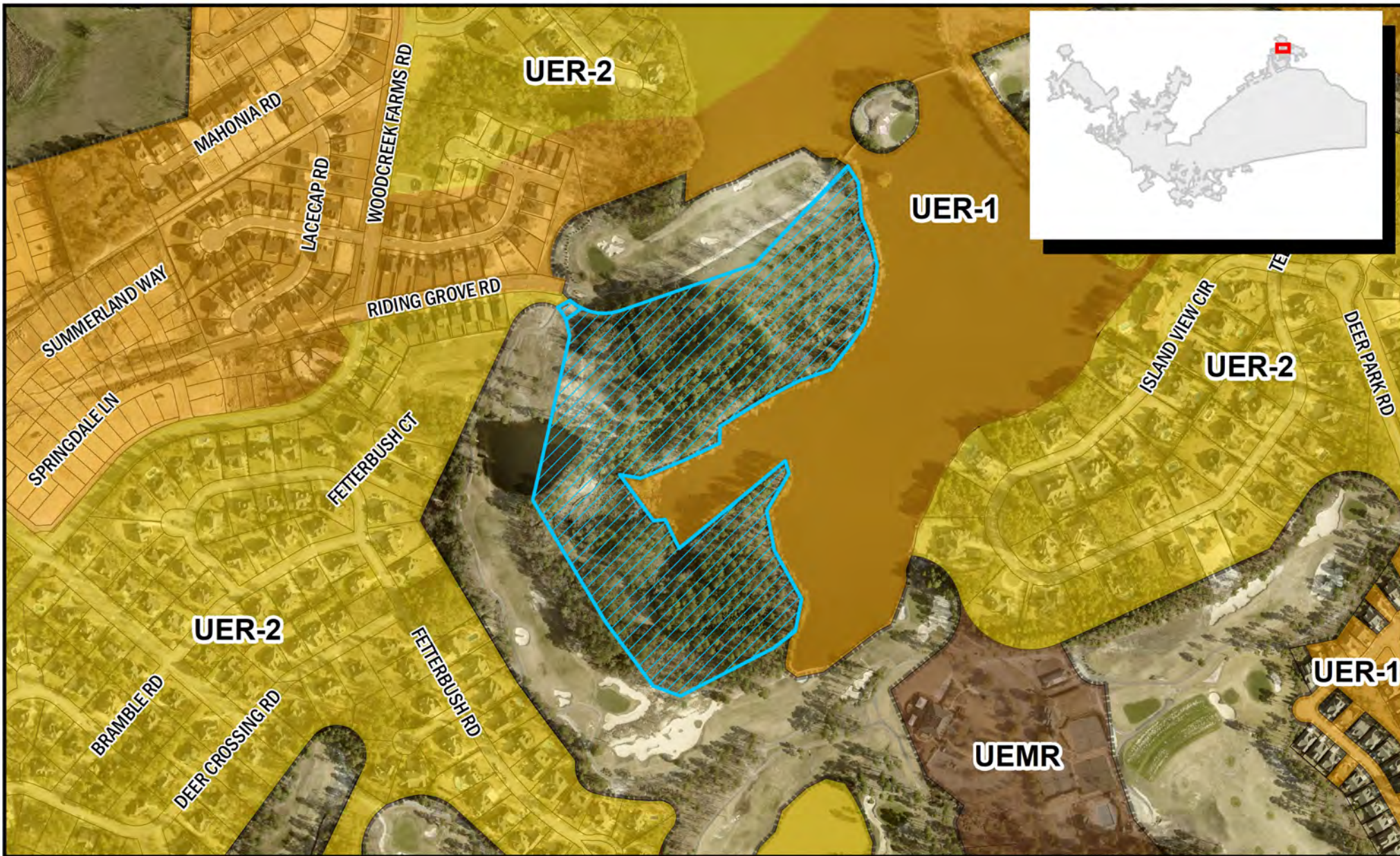
Staff recommends the annexation of the property and the assignment of an interim future land use classification of Urban Edge Residential Large Lot (UER-2) and interim zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP) at the time of annexation.



Future Land Use Map

28.24 acres E/S Riding Grove Road and 0.07 SE/S Riding Grove Road,
TMS# 28908-03-01 and 28904-01-16;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UER-2

27.a



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/25/2022



We Are Columbia



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Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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IS A

Packet Pg. 606

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road.

TMS# 28908-03-01 and 28904-01-16;

27.a

Current Rich. Co. Zoning: PDD, Proposed City Zoning: PD, a portion w/in OV-FP



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/25/2022



We Are Columbia



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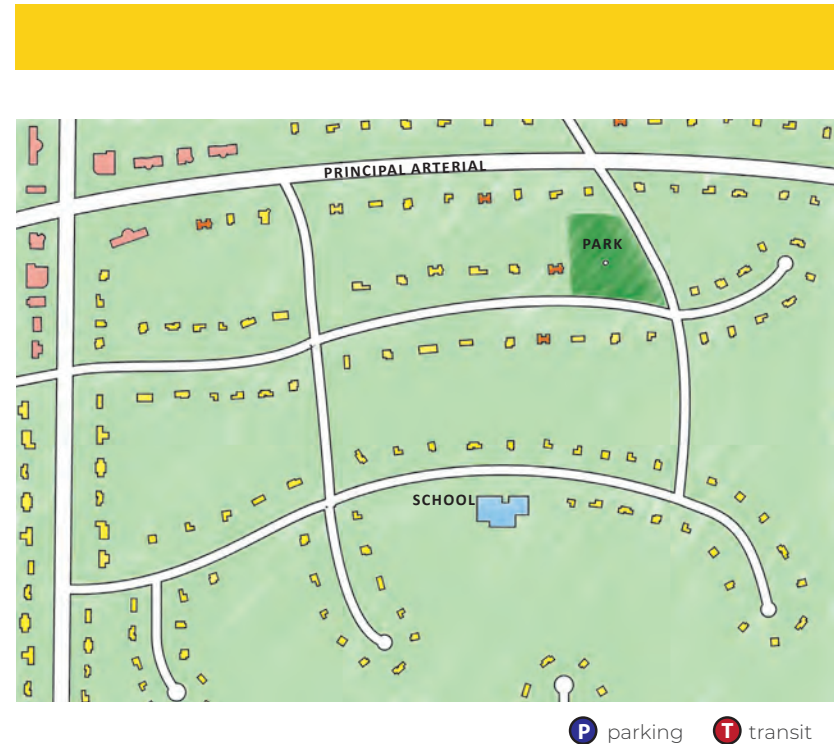
Packet Pg. 607

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

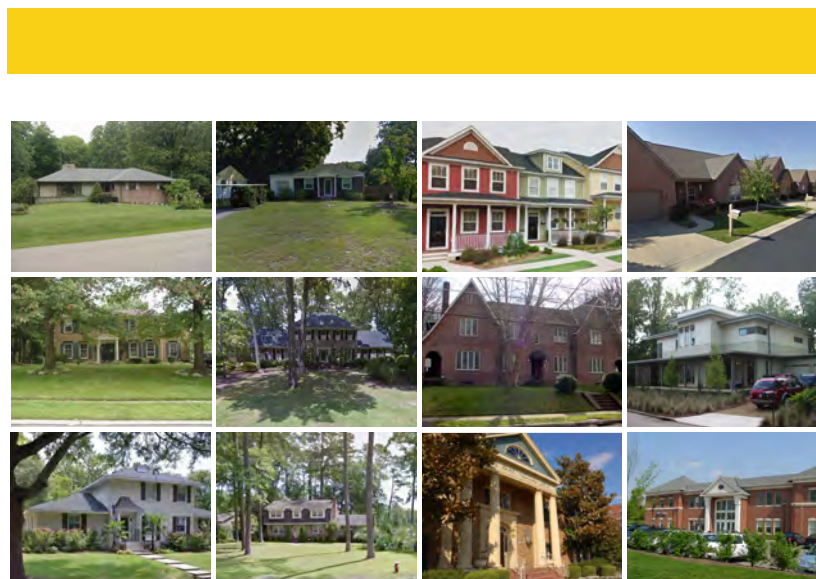
- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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.



Article 3: Zoning Districts**Sec. 17-3.6. Planned Development Districts****(c) PD-#: Planned Development District****(c) PD-#: Planned Development District****(1) Purpose**

The purpose of the Planned Development (PD) District is to encourage integrated and well-planned mixed-use development in locations throughout the City. A range of residential and nonresidential uses are allowed, with the intent of providing a variety of housing options and mutually-supportive nonresidential uses that serve the residents and the surrounding neighborhood.

Substantial flexibility is provided, with an expectation that development quality will surpass what is otherwise achievable through the base zoning district. District standards shall support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

**(2) Intensity and Dimensional Standards**

Standard	Requirement
Lot Area, min. (sf.)	To be established in PD Plan and PD Agreement document as set forth in Sec. 17-2.5(d), Planned Development.
Lot Width, min. (ft.)	
Lot Coverage, max. (% of site area)	
Density, max. (du/acre)	
Intensity, max. (sf)	
Front Yard Setback, min. (ft.)	
Side Yard Setback, min. (ft.)	
Rear Yard Setback, min. (ft.)	
Building Height, max. (ft.)	
Other intensity and dimensional standards	
Notes: ft. = feet sf. = square feet du. = dwelling unit	

(e) OV-FP: Floodplain Overlay District

(1) Purpose

The purpose of the Floodplain Overlay (OV-FP) District is to protect people and property from risks associated with flooding in floodplain areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses and require certain uses to be located and constructed in a manner that avoids or mitigates damage in the event of flooding.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FP District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-FP District shall control.

(3) Comply with Floodplain Regulations

Development in the OV-FP District shall comply, as determined by the City Engineer, with all applicable regulations established for special flood hazard areas in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as "Property to be Annexed" on an Annexation Exhibit titled 0.07 acre SE/S Riding Grove Road, TMS# 28904-01-16; prepared on February 21, 2022, by Andrew Livengood, City of Columbia Planning Division.

Richland County TMS: 28904-01-16

Property Address: 0.07 acre SE/S Riding Grove Road

Woodcreek Development, LLC

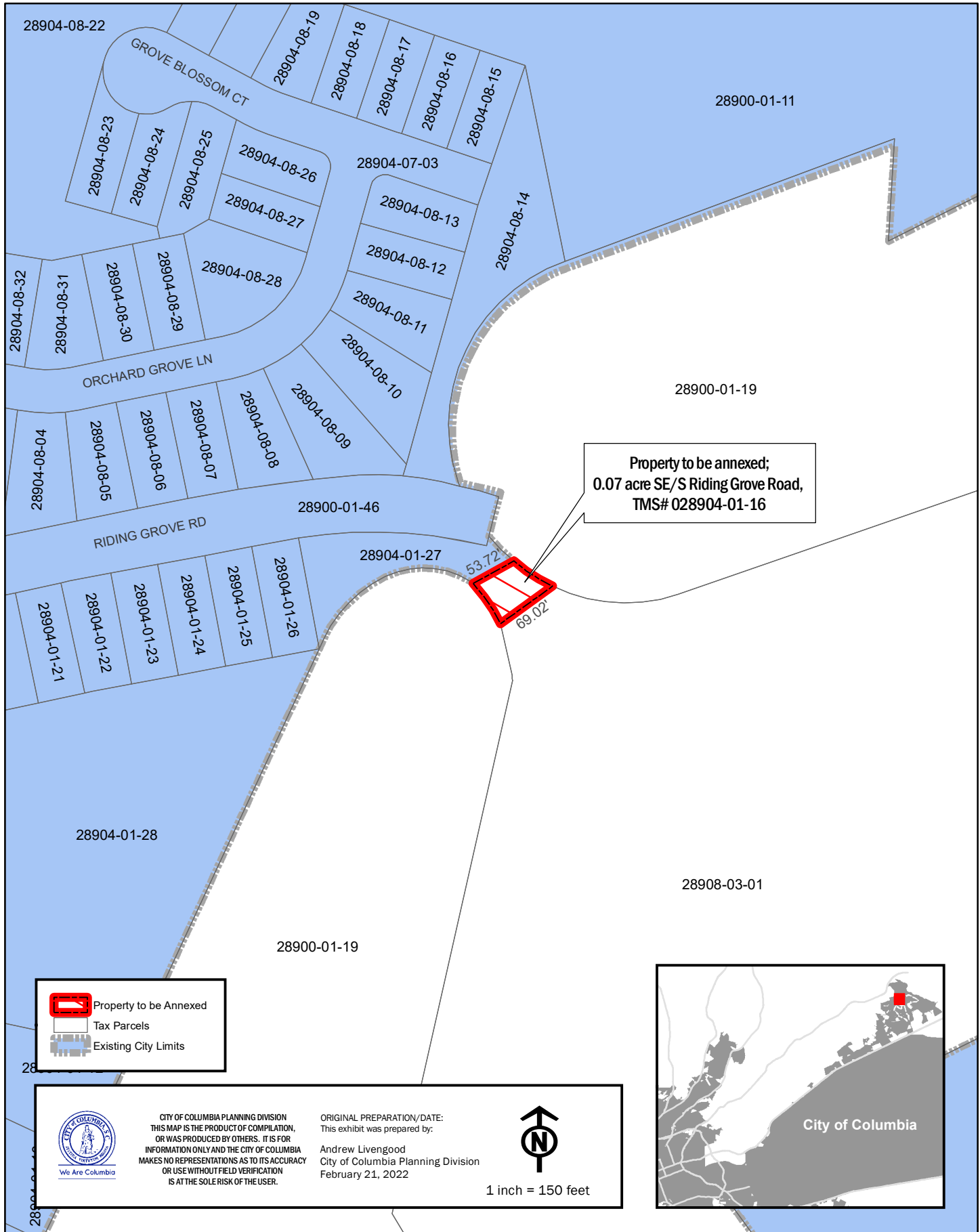
BY: 
 (Signature)

Date: 2/22/2022

Harold Pickrel III
 (Print or type name)

ITS: Managing Member
 (Print or type title)

**Annexation Exhibit -
0.07 acre SE/S Riding Grove Road, TMS# 28904-01-16**



** DATA SOURCE - CITY OF

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel, or tract of land, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Area A7/A8 - 28.24 Total Acres on the Boundary Plat of Woodcreek Development, LLC Areas A7 & A8, prepared by United Design Services, Inc. dated October 31, 2012 and recorded in the Office of the ROD for Richland County in Record Book 1820 at page 528 and being bounded and measuring as shown thereon.

Richland County TMS: 28908-03-01

Property Address: 28.24 acres E/S Riding Grove Road

Premium Development, LLC

BY: 
 (Signature)

Date: 2/22/2022

Harold Pickrel III
 (Print or type name)

ITS: Managing Member
 (Print or type title)

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: March 4, 2022

RE: **Property Address:** 28.24 acres E/S Riding Grove Road and 0.07 acre SE/S Riding Grove Road
Richland County TMS#: 28908-03-01 and 28904-01-16
Owner(s): Premium Development, LLC and Woodcreek Development, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **March 10, 2022** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

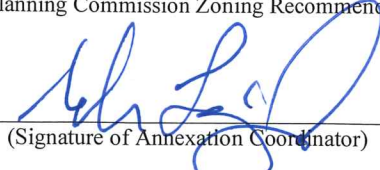
cc:

Clint Shealy, Assistant City Manager
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 George Adams, Fire Marshal
 Hope Hasty, Interim Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 7 - 0 on 3/10/2022 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PD, portion OV-FP (Zoning classification) by 7 - 0 on 3/10/2022 (mm/dd/yyyy).

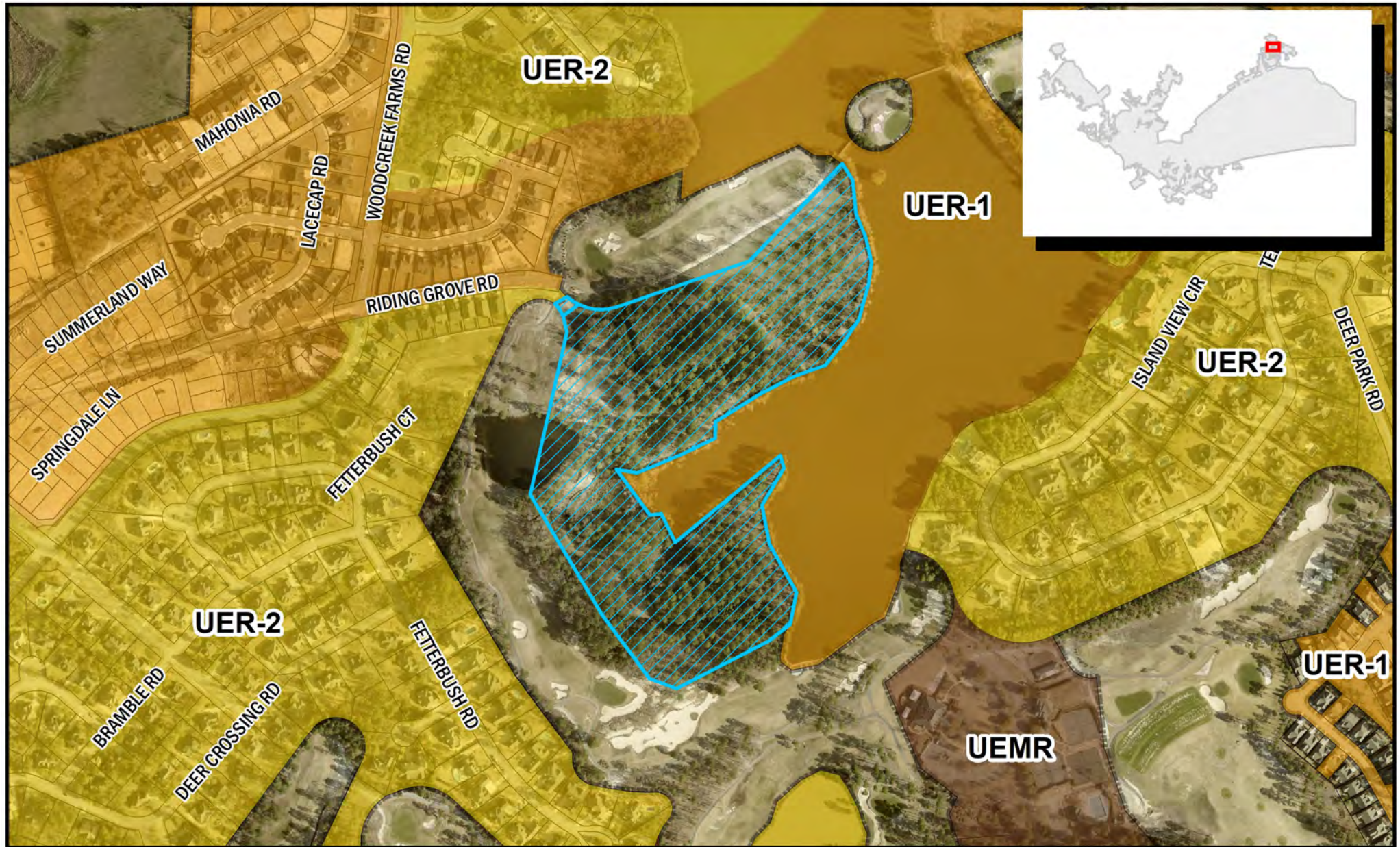

 (Signature of Annexation Coordinator)



Future Land Use Map

28.24 acres E/S Riding Grove Road and 0.07 SE/S Riding Grove Road,
TMS# 28908-03-01 and 28904-01-16;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: UER-2

27.d



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/25/2022



We Are Columbia



0 125 250 500
Feet

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.
IS A

Packet Pg. 618

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

28.24 acres E/S Riding Grove Road and 0.07 acres SE/S Riding Grove Road.

TMS# 28908-03-01 and 28904-01-16;

27.d

Current Rich. Co. Zoning: PDD, Proposed City Zoning: PD, a portion w/in OV-FP



Department of Planning &
Development Services

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 2/25/2022



We Are Columbia



0 125 250 500
Feet

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its

Packet Pg. 619

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2022-028

Annexing 28.24 acres E/S Riding Grove Road, Richland County TMS# 28908-03-01 and 0.07 acre SE/S Riding Grove Road, TMS# 28904-01-16

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 Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2022, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Planned Development District (PD), a portion within the Floodplain Overlay District (OV-FP), apportioned to City Council District 4, Census Tract 114.07, contains 28.31 acres, and shall be assigned an interim land use classification of Urban Edge Residential Large Lot (UER-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 28908-03-01 and 28904-01-16

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 Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:
Final Reading:

ORDINANCE NO.: 2022-028
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Area A7/A8 – 28.24 Total Acres on the Boundary Plat of Woodcreek Development, LLC Areas A7 & A8, prepared by United Design Services, Inc. dated October 31, 2012 and recorded in the Office of the ROD for Richland County in Record Book 1820 at page 528 and being bounded and measuring as shown thereon.

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as "Property to be Annexed" on an Annexation Exhibit titled 0.07 acre SE/S Riding Grove Road, TMS# 28904-01-16; prepared on February 21, 2022, by Andrew Livengood, City of Columbia Planning Division.

LEGAL DEPARTMENT DRAFT

Last revised 3/14/2022

22012150



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-026 - Approval for Release and Abandonment of City of Columbia Sewer Easements for CIP Project# SS7261 (Lake Katherine Sewer Line Capacity Enhancement Project); Richland County TMS#13816-01-20, 13915-11-44, 13816-01-21, 13913-05-22, 13913-05-20, 13913-05-19, 13913-05-18, 13913-05-09, 13914-02-04, 13913-02-03, 13914-02-02, 13911-03-17, 13914-01-01; CF#250-378

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-026 Abandon sewer easements for SS7261 (PDF)

RESOLUTION NO.: R-2022-026

Approval for Release and Abandonment of City of Columbia Sewer Easements for CIP Project# SS7261 (Lake Katherine Sewer Line Capacity Enhancement Project); Richland County TMS#13816-01-20, 13915-11-44, 13816-01-21, 13913-05-22, 13913-05-20, 13913-05-19, 13913-05-18, 13913-05-09, 13914-02-04, 13913-02-03, 13914-02-02, 13911-03-17, 13914-01-01; CF#250-378

WHEREAS, the City of Columbia obtained a new permanent sewer easement from the owners of the subject properties for CIP Project# SS7261 described as the Lake Katherine Sewer Line Capacity Enhancement Project; and

WHEREAS, the construction plans for CIP Project# SS7261 have been changed to move the proposed sanitary sewer construction to another location on the subject property. An easement has been granted by the owners in the new location; and

WHEREAS, a request has been made for release and abandonment of the original sewer easements granted to the City on the subject property that are no longer necessary; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2022, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, and the granting of a sewer easement to the City of Columbia, the receipt of which are hereby acknowledged, the City Manager is hereby authorized to execute a release and abandonment instrument from the City of Columbia that remises, releases and forever quitclaims unto the **herein-below named property owners**, their heirs, personal representatives, successors and assigns, that portion of the City of Columbia's existing permanent sewer easements along the subject properties, being more clearly shown on drawings for CIP Project #SS7261, dated July 8, 2021 and being attached hereto and made a part hereof as Exhibit "A".

Said drawing also being on file in the Department of Engineering under file reference #250-378.

TMS#	Property Owner(s)	Property Location	Easement Width	Reference
13816-01-20	Marvin J. & Rita B. Caughman	4869 Kilbourne Rd	15' to 18.93'	SS482 CF#250-65
13915-11-44	Carolyn L. Cook	4401 Trenholm Rd	(1) 6.42' to 15' (2) 15'	CF#64-66 CF#67-19
13816-01-21	Zafer Gurdal	4845 Kilbourne Rd	0' to 23.34'	CF#250-65
13913-05-22	Dale Folsom Tate	4920 Lelia's Ct	15' to 12.25' to 15'	SS757 CF#250-83
13913-05-20	Ann Johnston Gregg	4624 Lelia's Ct	15'	SS757 CF#250-83
13913-05-19	Robert C. & Jennifer C. Rhodes	4632 Lelia's Ct	15' to 9.8' to 15'	SS757 CF#250-83
13913-05-18	Timothy W. Kana & Julia L. Lumpkin	1386 Kathwood Dr.	15.10' to 9.94' to 14.7' to 5.22' to 9.63' to 2.51'	SS757 CF#250-83
13913-05-09	M. Edward Sellers and Suzan D. Boyd, Co-Trustees	4645 Pine Grove Ct	15'	SS757 CF#250-83B
13914-02-04	Marion Moses & Ashlee Moses	1526 Kathwood Dr	15'	SS757, Ph. 2B CF#250-83
13914-02-03	Jasper M. Smith & Sarah J. Smith as Trustees of the J.M. Smith Family Trust Dated November 16, 2018	1538 Kathwood Dr	15'	SS757 CF#250-83B
13914-02-02	Alexander H. Chaplin, Jr. & Rachel N. Chaplin	1548 Kathwood Dr	15'	SS757 CF#250-83B
13911-03-17	Travis & Lisa A. Dayhuff	4227 Parkman Dr	0' to 10.2' to 15'	SS757

Last revised: 3/14/2022
22012168

13914-01-01	JMR RE HOLDINGS, LLC	1564 Brennen Rd	10' and 12'	CF#250-83 SS757 CF#250-83 CF#64-50
13816-01-14	Joseph E. & Dara S. Williams	4614 Lelia's Ct	15'	SS757 CF#250-83

Requested by:

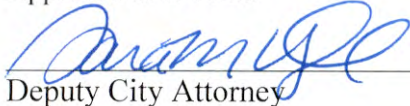
ACM Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT

EXHIBIT "A"

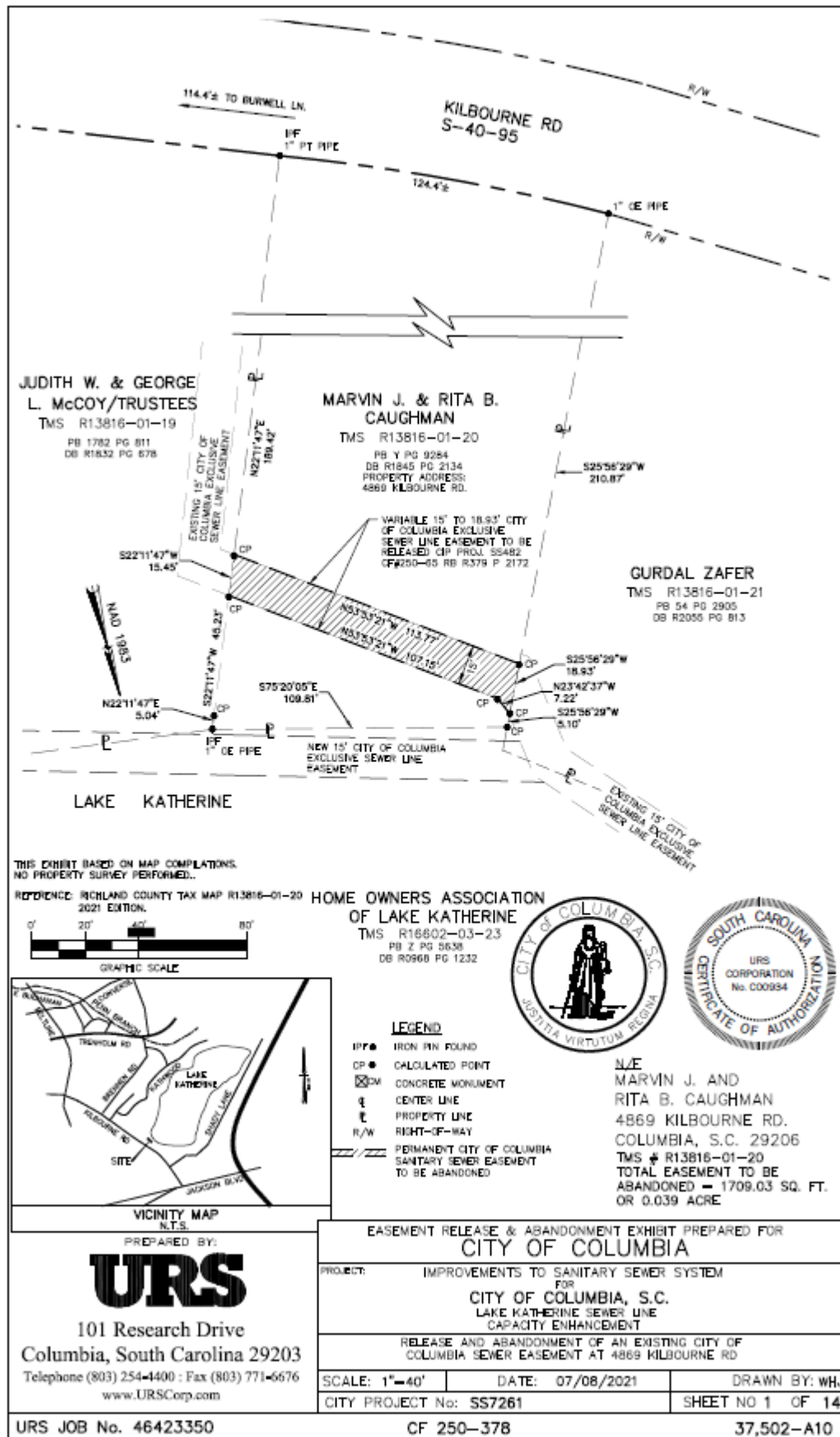


EXHIBIT "A"

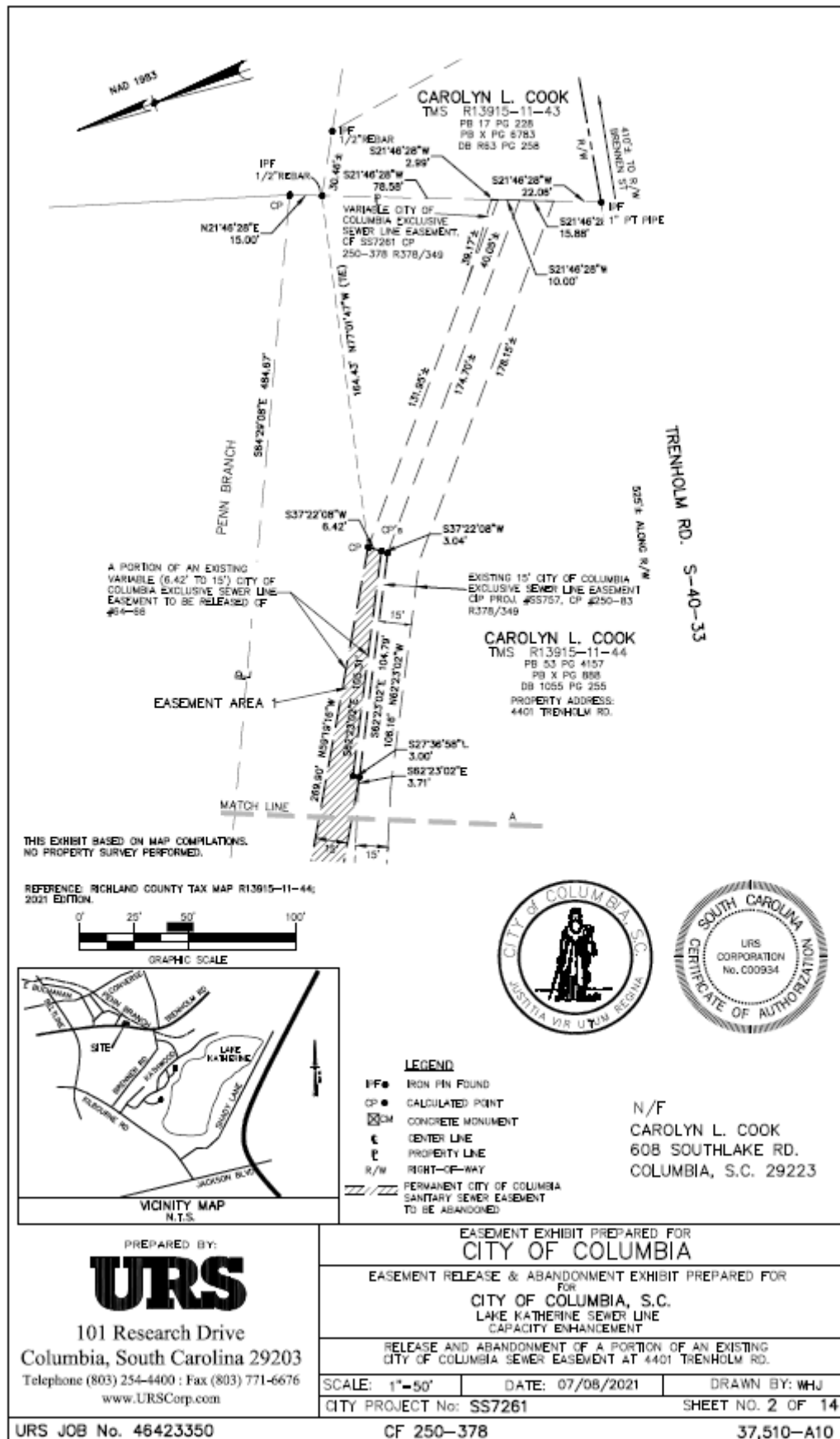


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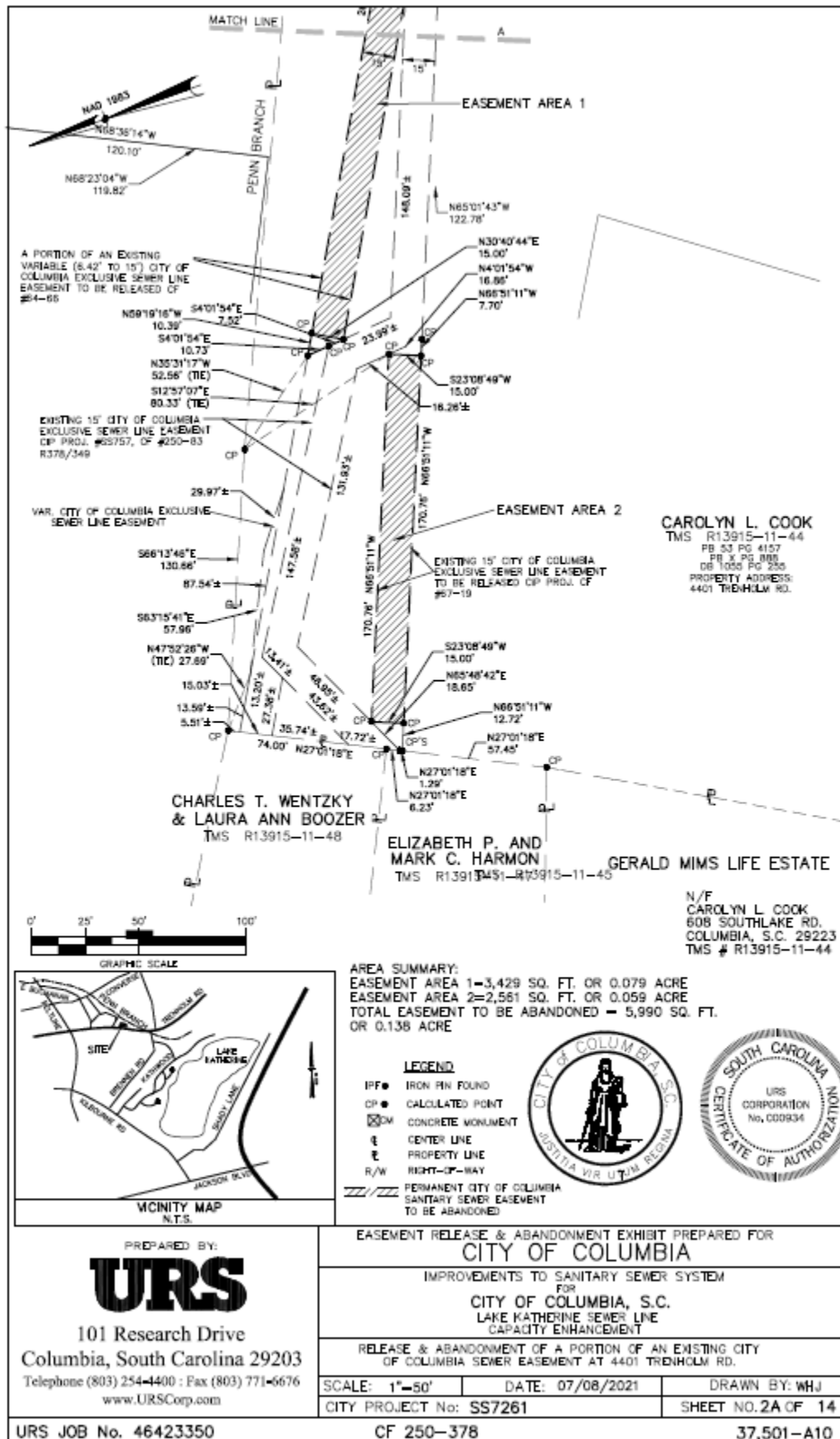


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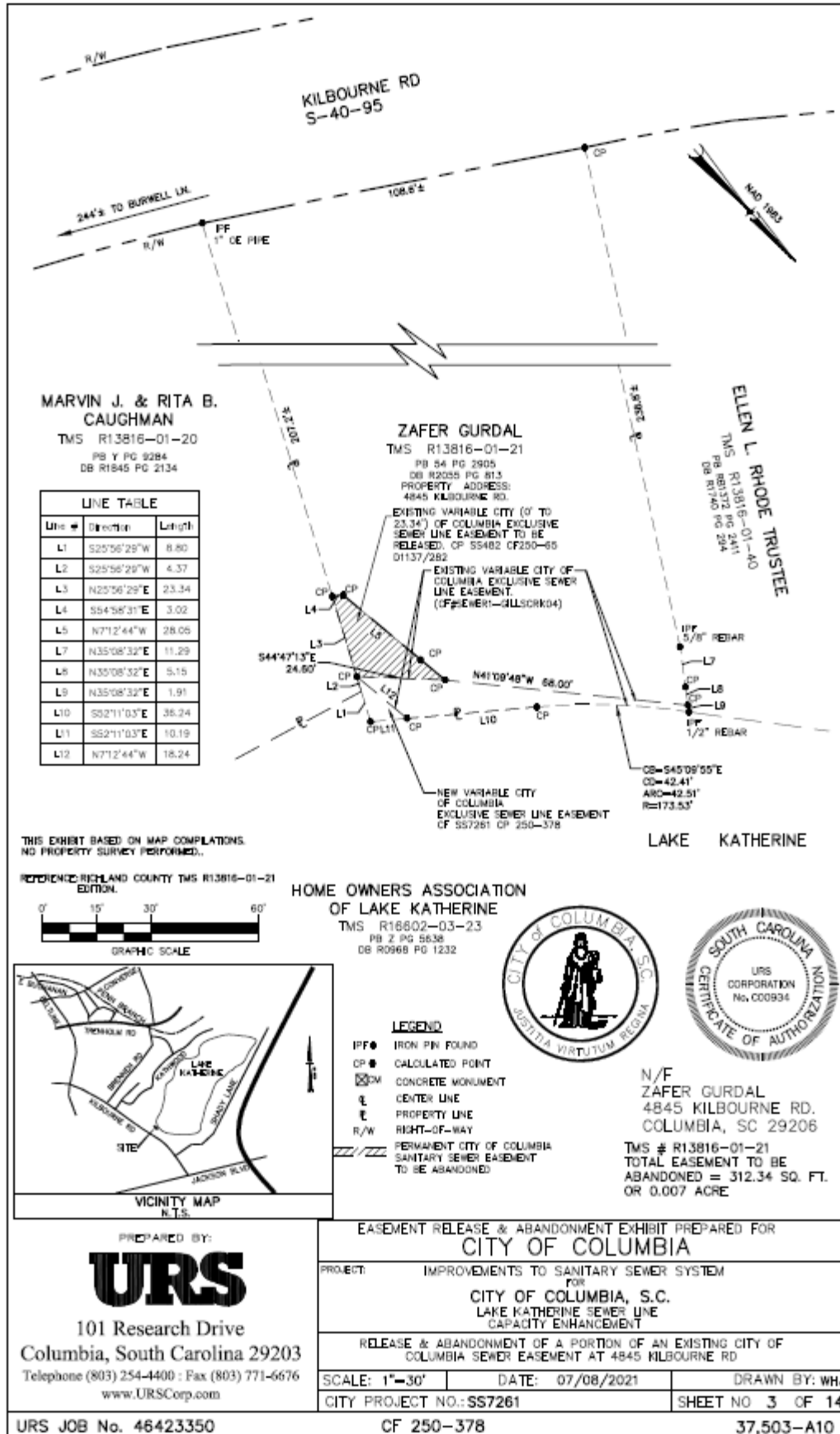


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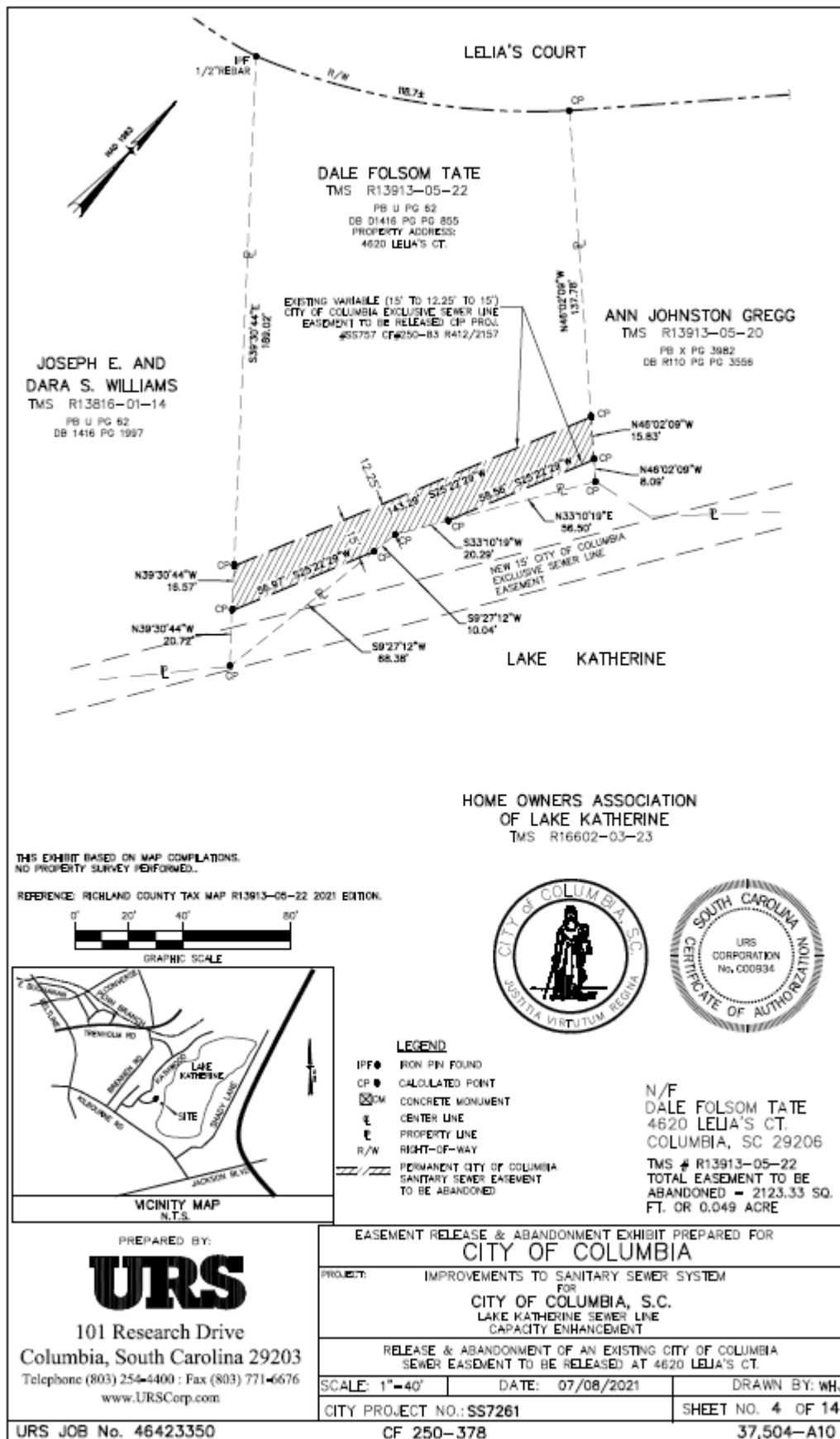


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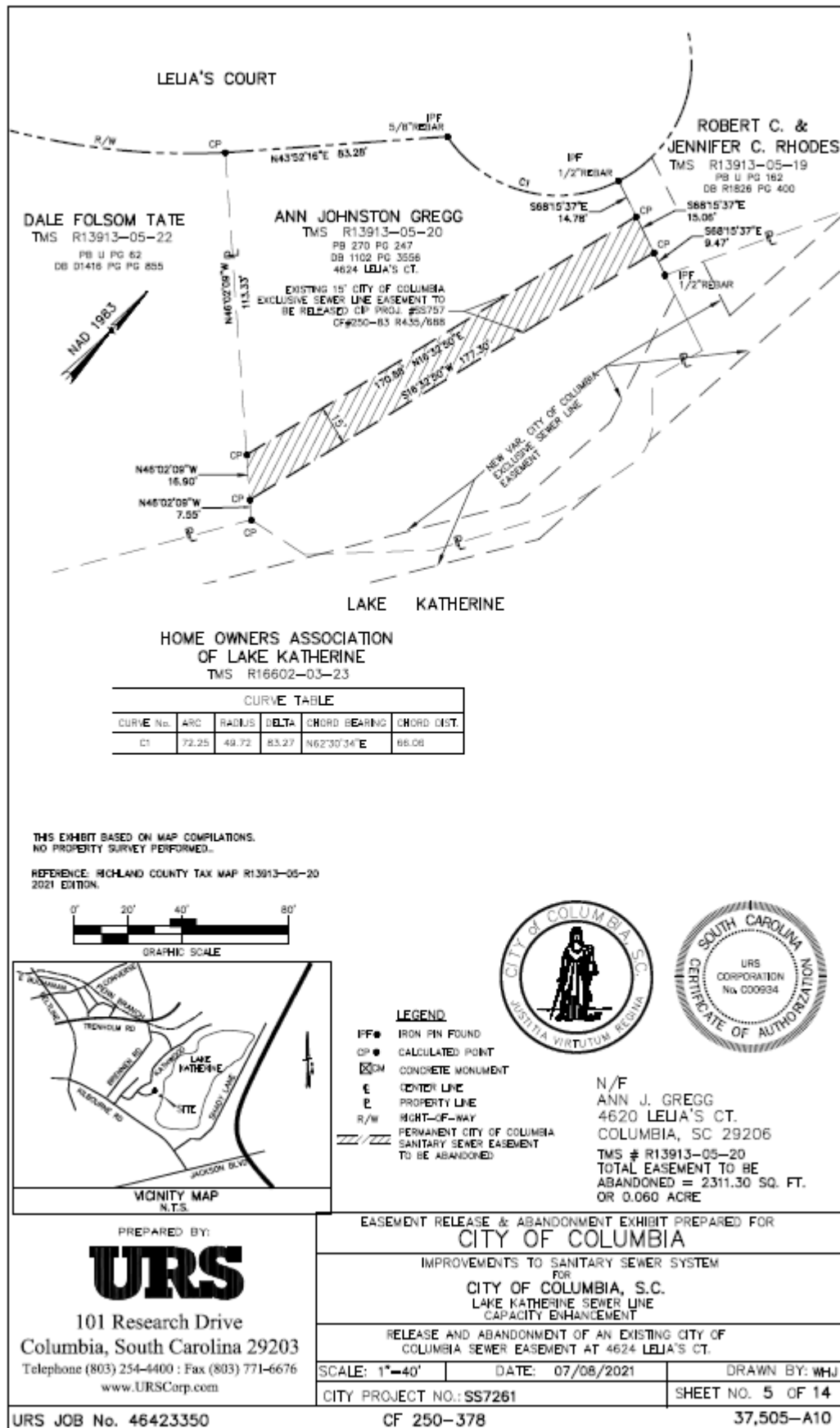


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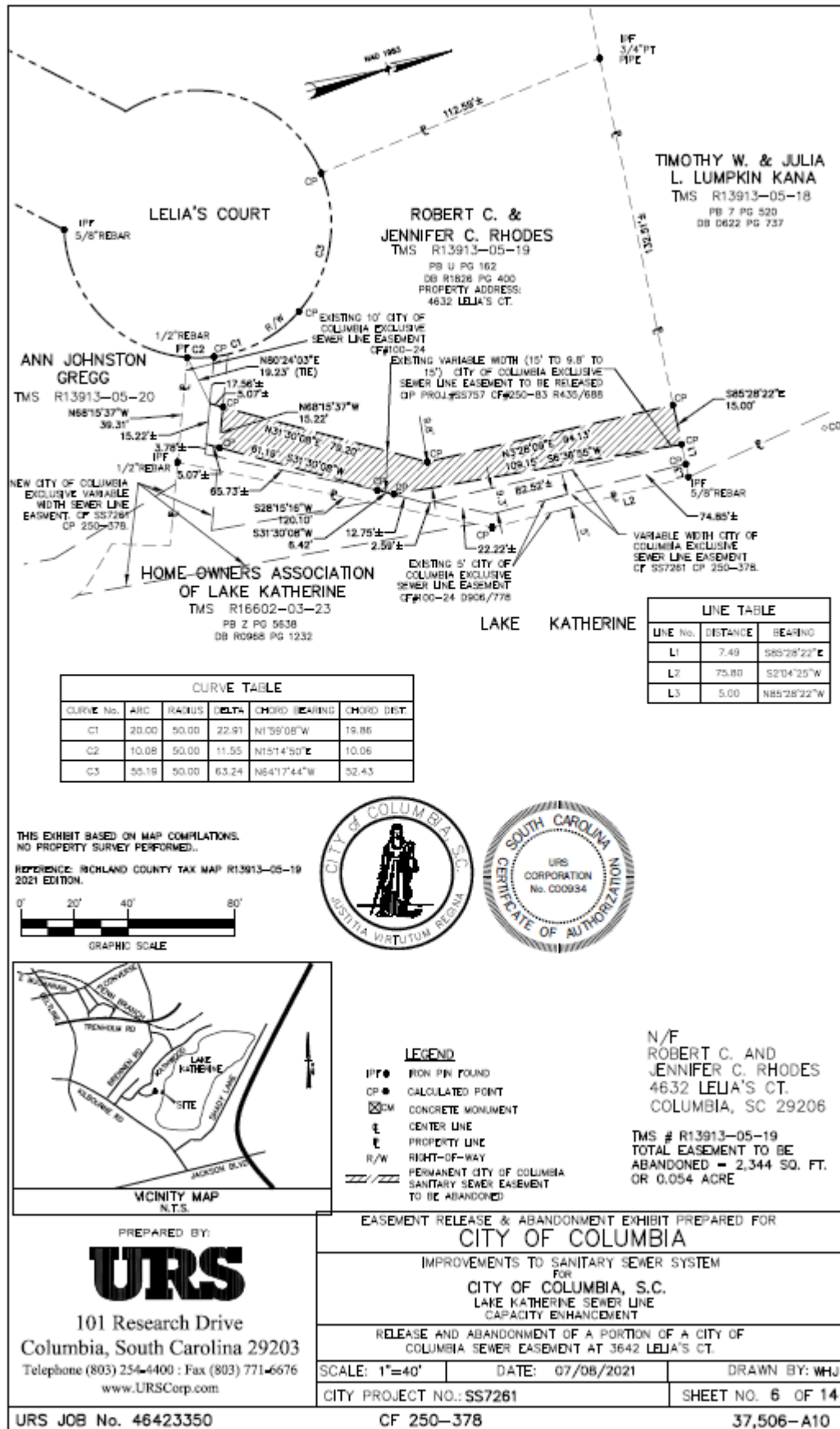


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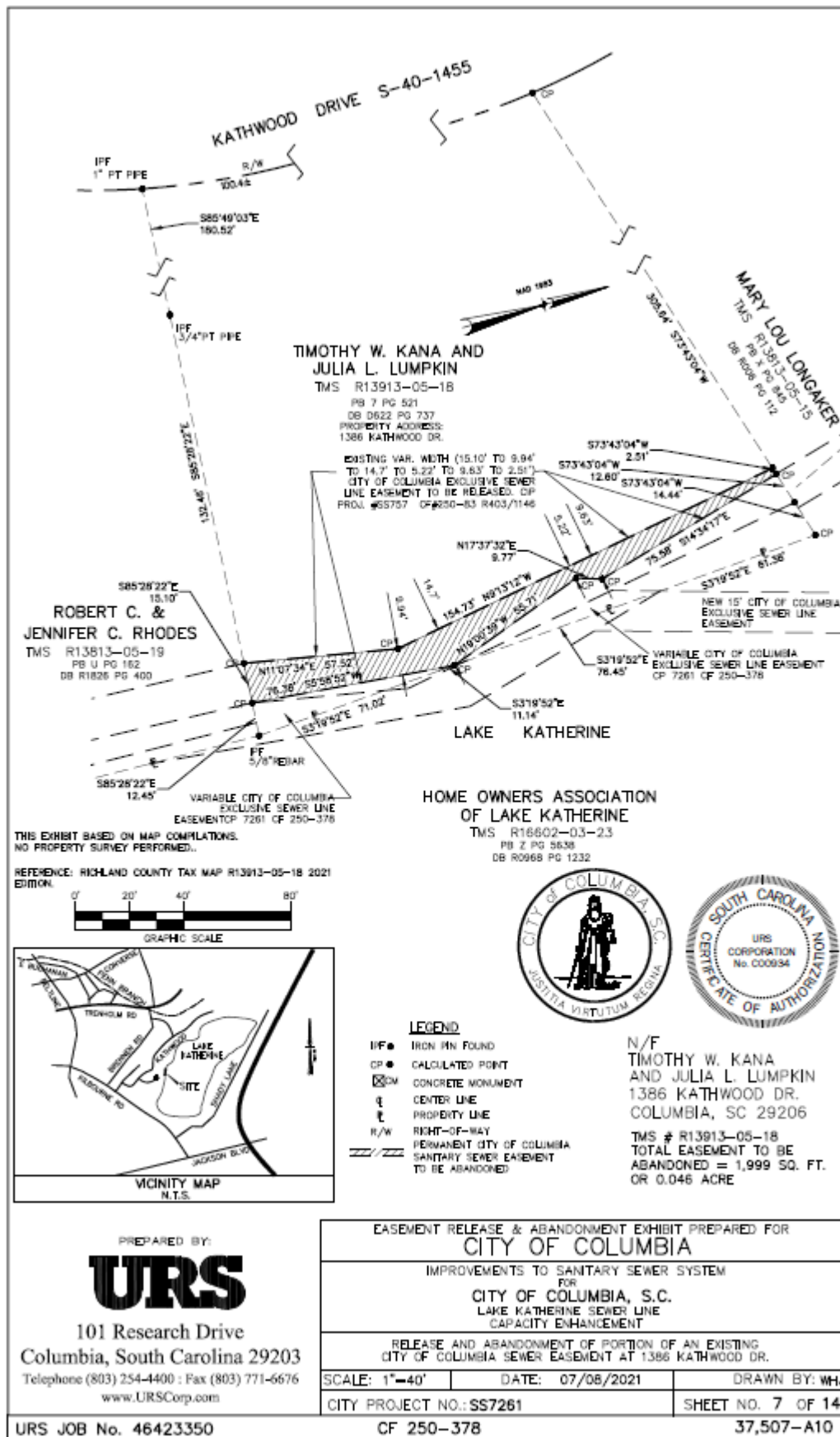


EXHIBIT "A"

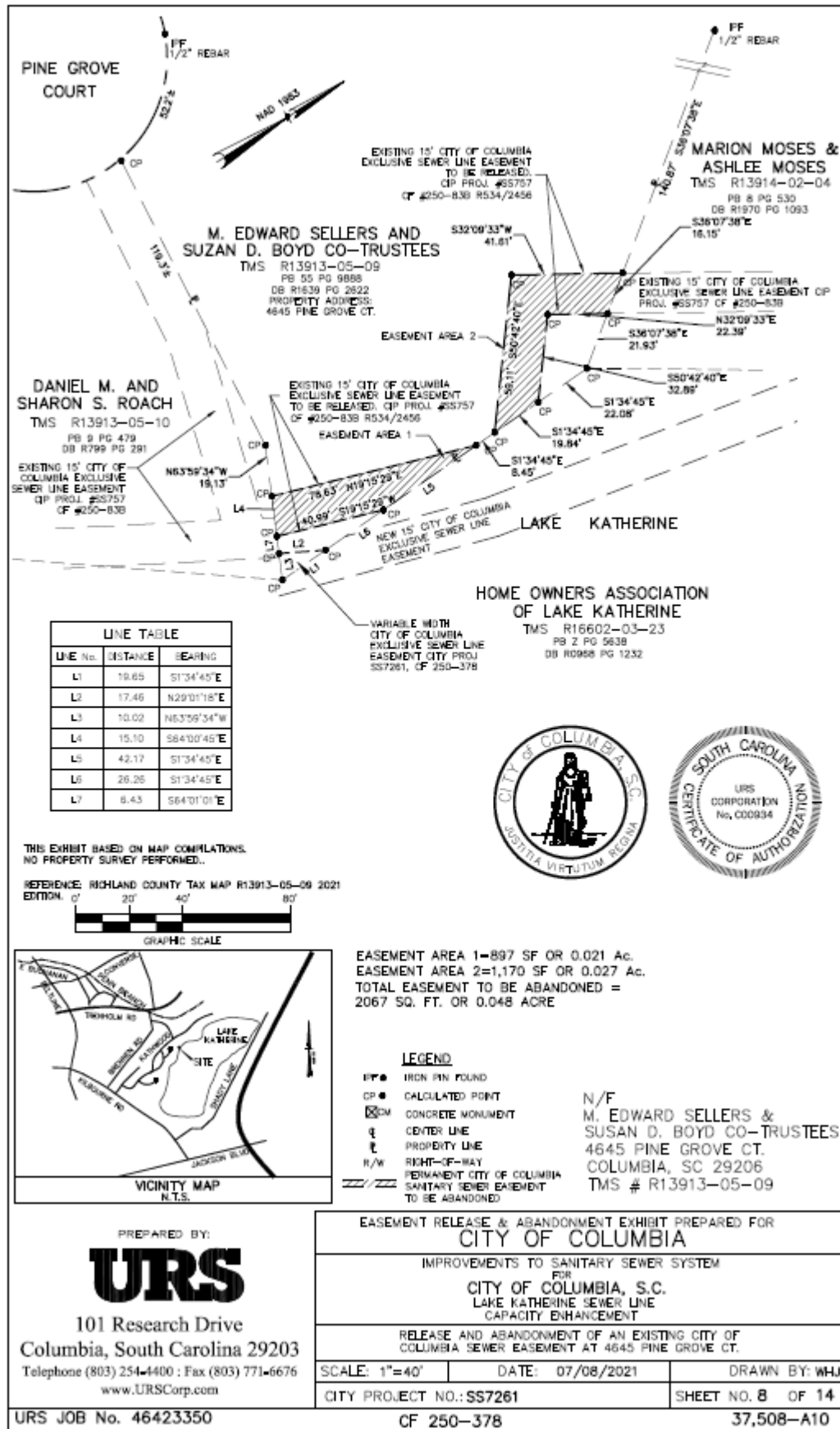


EXHIBIT "A"

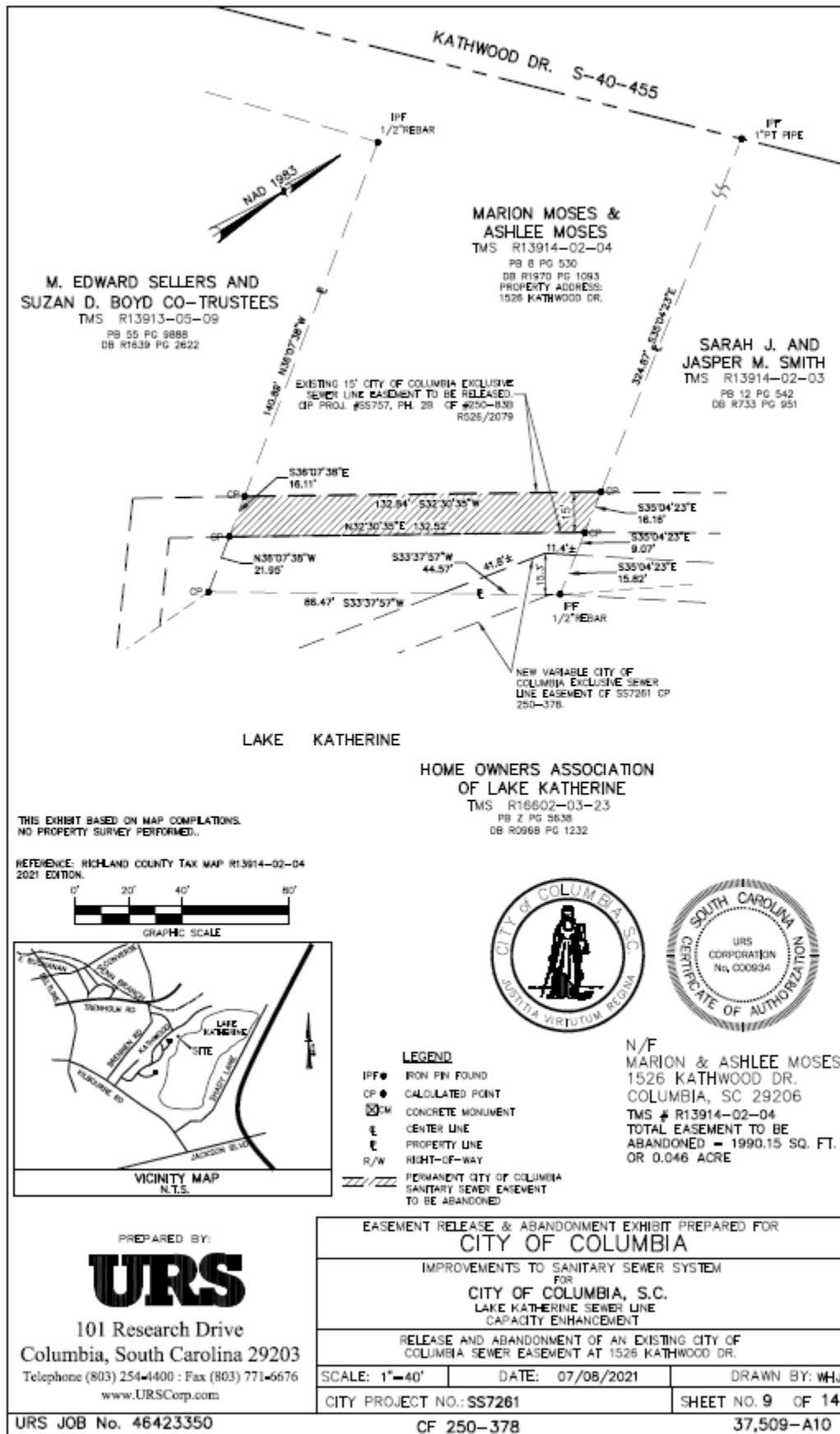


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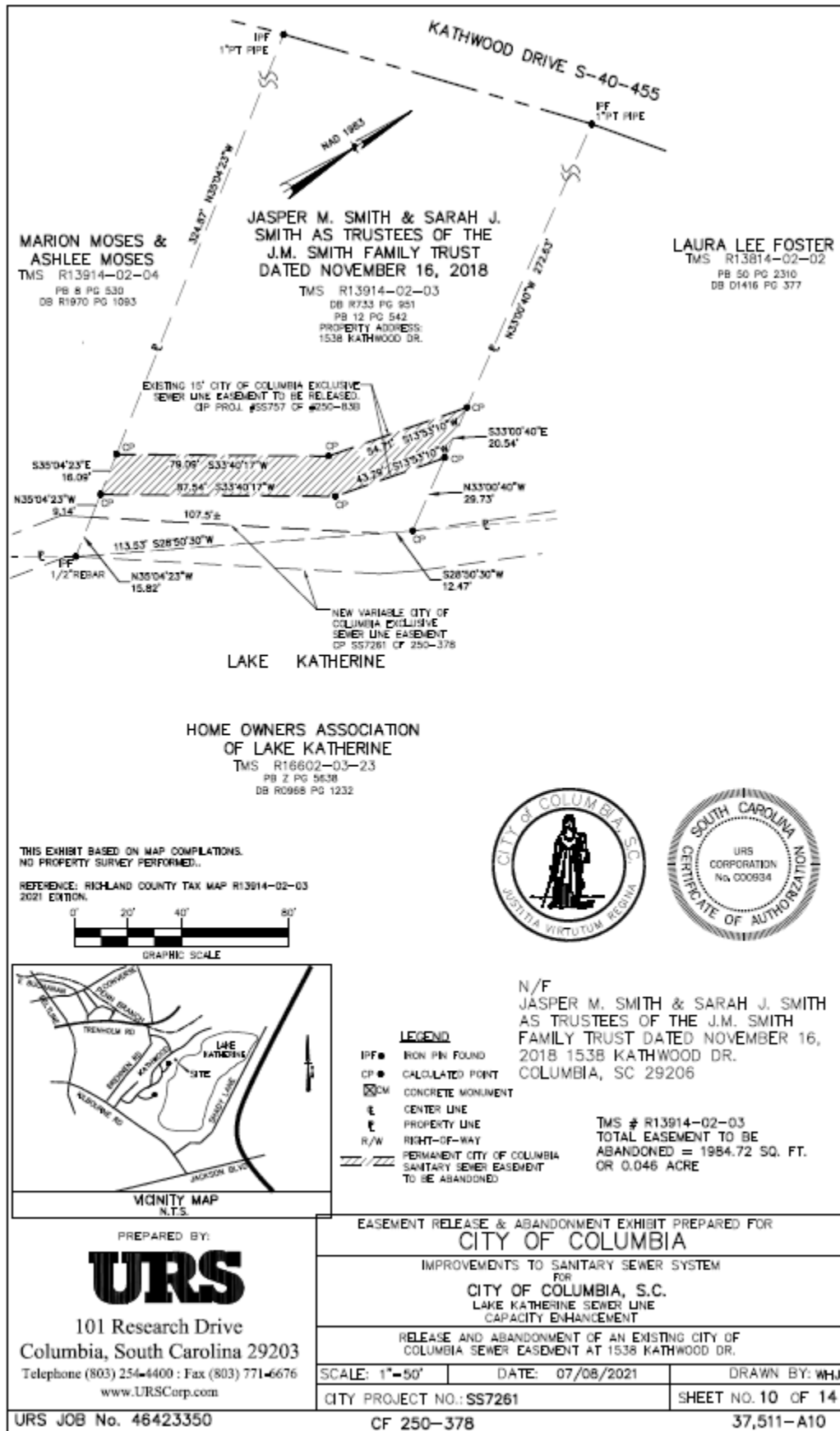


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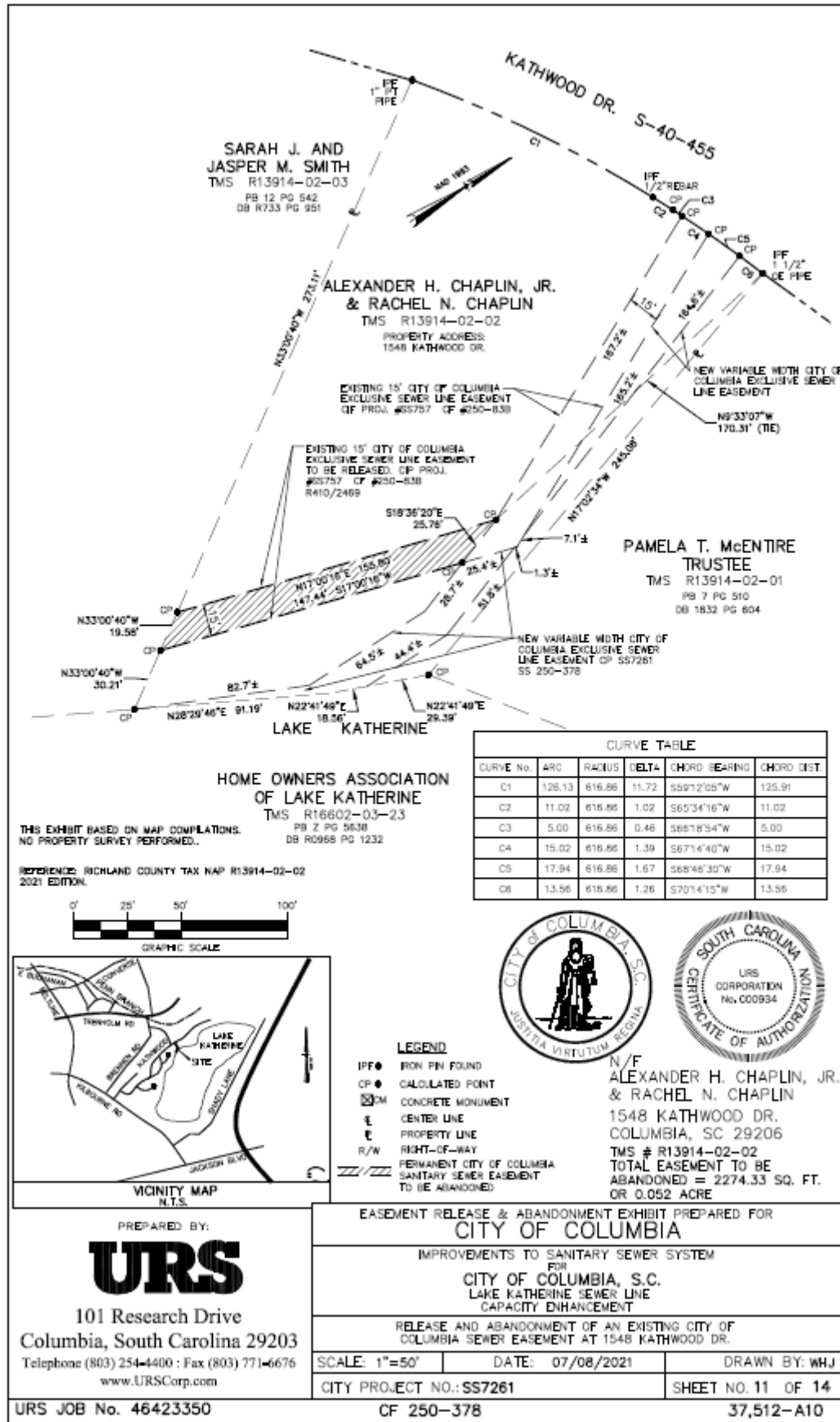


EXHIBIT “A”

EXHIBIT "A"

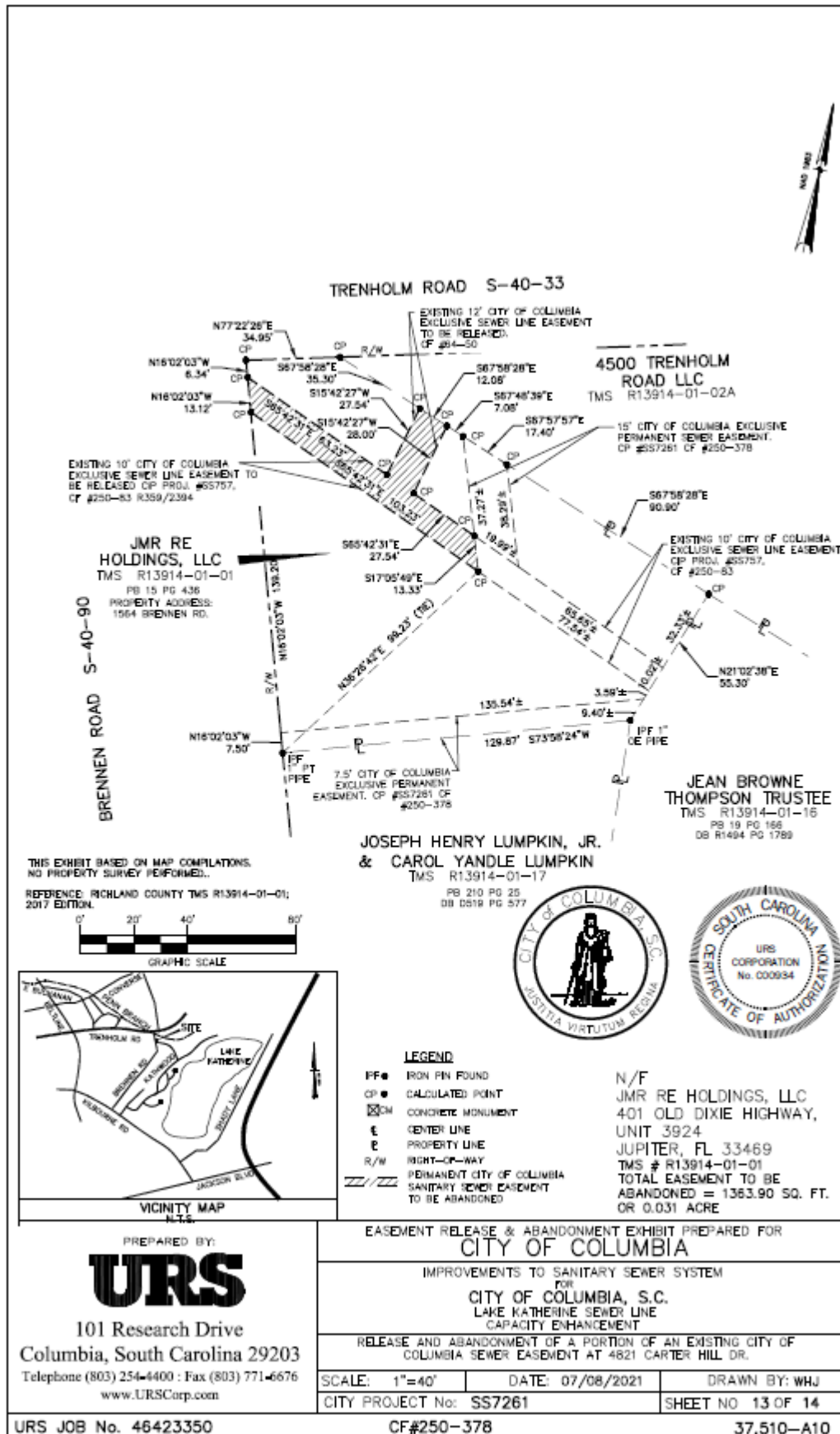
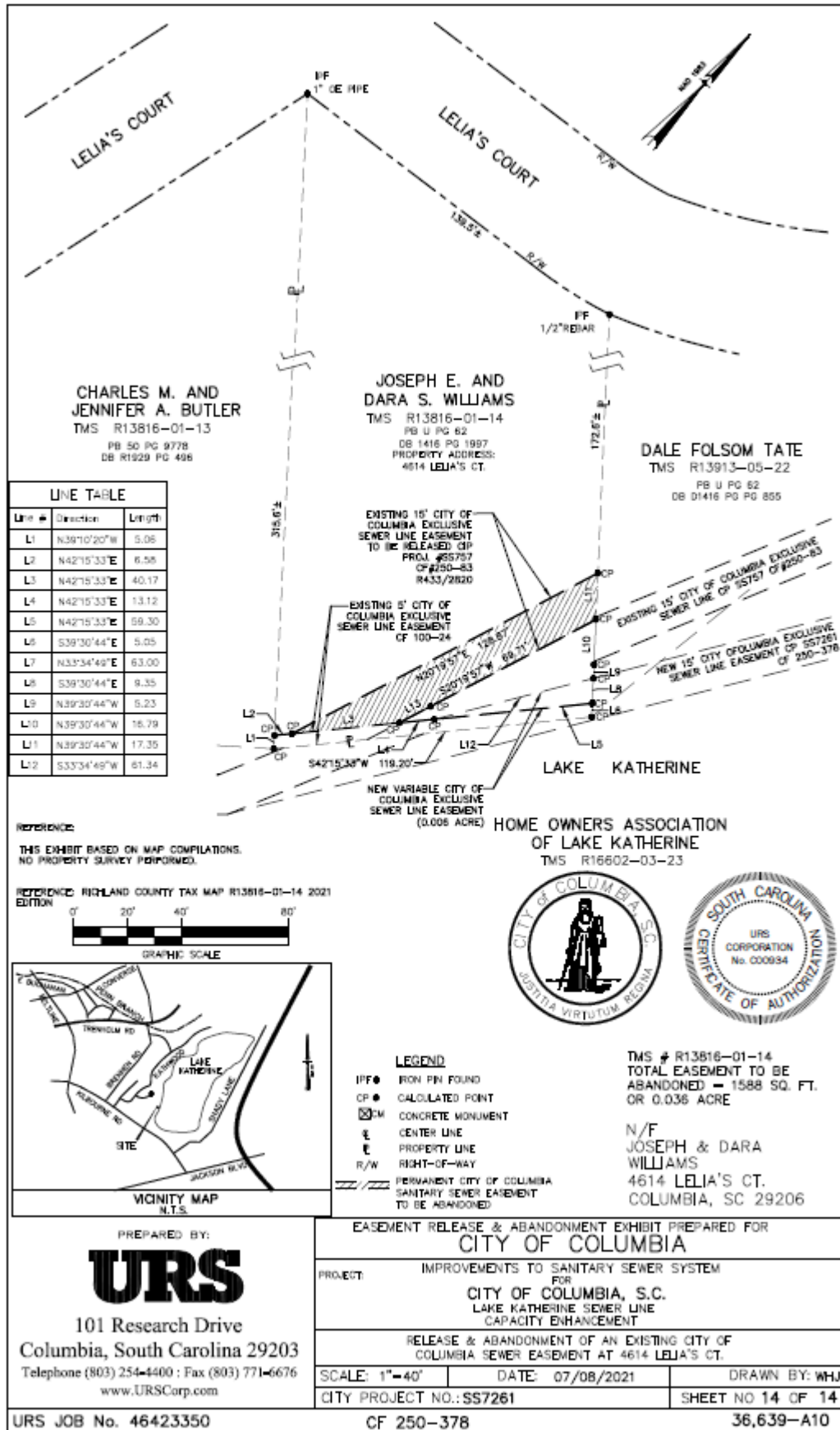


EXHIBIT "A"





We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-025 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Art Blossom Fundraiser, on Wednesday, May 4, 2022, Friday, May 6, Saturday, May 7 and Sunday, May 8, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-025 - Art Blossoms (May 4-8) (PDF)

RESOLUTION NO.: R-2022-025

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Art Blossom Fundraiser, on Wednesday, May 4 2022, Friday, May 6, Saturday, May 7 and Sunday, May 8, 2022

WHEREAS, Columbia Museum of Art ("CMA") ("Sponsor") is sponsoring the Art Blossom Fundraiser at Boyd Plaza from 6:00 p.m. until 9:00 p.m. on Wednesday, May 4, 6 and 7 and from 10:00 a.m. to 3:00 p.m. on May 8, 2022; and,

WHEREAS, the Sponsor has requested permission for the use of the courtyard/plaza area adjacent to the Museum for the Art Blossom Fundraiser, from 12:00 p.m. Wednesday, May 4, 2022 until 5:00 p.m. on Sunday, May 8, 2022, for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held between 6:00 p.m. until 9:30 p.m. on May 4, 6 and 7, 2022 and 10:00 a.m. until 3:00 p.m. on Sunday, May 8, 2022 at Boyd Plaza adjacent to the Columbia Museum of Art and for patrons to consume beer and wine only at the event during the hours of 6:00 p.m. and 8:30 p.m. on May 4, 6, 7, 2022 and 10:00 a.m. and 2:30 p.m. on May 8, 2022; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the courtyard/plaza area adjacent to the Museum regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder on Wednesday, May 4, Friday, May 6 and Saturday, May 7, 2022 from 6:00 pm. to 9:00 p.m. and Sunday, May 8, 2022 from 10:00 a.m. to 3:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. If the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 5:30 p.m. and 8:30 p.m. on May 4, 5:30 p.m. and 9:00 p.m. on May 6, 5:30 p.m. and 8:30 p.m. on May 7 and 9:30 a.m. to 3:30 p.m. on May 8, 2022.

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only are authorized between the hours of 6:00 p.m. and 8:30 p.m. on Wednesday, May 4, Friday, May 6, Saturday, May 7, 2022 and between the hours of 10:00 a.m. and 2:30 p.m. on Sunday, May 8, 2022 at the event; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris

within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that during the designated dates and times that the closed portion of the courtyard/plaza area adjacent to the Museum that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the Amphitheater Area at Saluda Riverwalk, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-027 - Authorizing consumption of beer and wine only in Founders Park, 431 Williams Street at Pre-Game Block Parties, on Saturday, April 9 and 16, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-027 - Pre-game Block Party USC Baseball (Apr 9 and 16) (PDF)
- **#b:** Pre-game Block Party at Founders Park - USC Baseball (Apr 9 and 16) (PDF)

RESOLUTION NO.: R-2022-027

Authorizing consumption of beer and wine only in Founders Park, 431 Williams Street at Pre-Game Block Parties, on Saturday, April 9 and 16, 2022

WHEREAS, Aramark Sports & Entertainment Service ("Sponsor") is sponsoring two pre-game block parties in Founders Park from 1:00 p.m. until 4:30 p.m. on Saturday, April 9 and 16, 2022; and,

WHEREAS, the Sponsor has requested permission for the use of Founders Park for pre-game block parties, from 10:00 a.m. until 5:00 p.m. on Saturday, April 9 and 16, 2022, for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held between 1:00 p.m. until 4:30 p.m. at Founders Park and for patrons to consume beer and wine only at the event during the hours of 1:00 p.m. and 4:00 p.m. on April 9 and 16, 2022; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in Founders Park, 431 Williams Street regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder on Saturday, April 9 and 16, 2022 from 1:00 pm. to 4:30 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).

2. Organizer shall establish a boundary line around the event space at Founders Park, 431 Williams Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.

3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.

5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.

6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.

7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

8. If the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who

LEGAL DEPARTMENT DRAFT

attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only are authorized between the hours of 1:00 p.m. and 4:00 p.m. on Saturday, April 9 and 16, 2022 at the event; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that during the designated dates and times that the closed portion of Founders Park that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow beer and wine only, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia,

South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the Amphitheater Area at Saluda Riverwalk, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

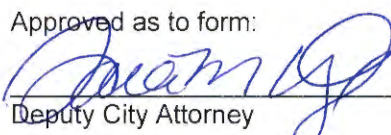
Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

March 4, 2022

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE #/FAX #)Aramark Sports & Entertainment Service
Kenneth Meyer-GM
meyer-kenneth1@aramark.com
919-356-7660

30.b

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Pre-game Block Party at Founders Park-USC Baseball

DATE(S) OF EVENTS: (multiple day can be on one request)

3/12/22, 4/9/22, and 4/16/22

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Founders Park
431 Williams St.
Columbia, SC 29201

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

431 Williams St.
Columbia, SC 29201:00

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

10am-5:00pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

1:00pm-4:30pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

1:00pm-4:30pm

"DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM"

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.

"ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argo@columbiasc.gov - meter begging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-029 - Authorizing consumption of beer and wine only within the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza at the Jam Room Music Festival on Saturday, October 8, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-029 - Jam Room Music Festival (PDF)
- **#b:** Jam Room Music Festival Resolution Request (PDF)

RESOLUTION NO.: R-2022-029

Authorizing consumption of beer and wine only within the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza at the Jam Room Music Festival on Saturday, October 8, 2022

WHEREAS, Jam Room Recording Studio ("Sponsor") is hosting the Jam Room Music Festival in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza, on Saturday, October 8 2022; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza from 2:00 a.m. on October 8, 2022 until 2:00 a.m. on October 9, 2022 for preparation and staging of the area for an outdoor event to be held between noon and 10:00 p.m. on October 8, 2022 and for patrons to consume beer and wine beverages only on Saturday, October 8, 2022 from noon until 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, October 8, 2022 from noon to 10:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at within the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. If the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable

LEGAL DEPARTMENT DRAFT

toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 2:00 a.m. on October 8, 2022 until 2:00 a.m. on October 9, 2022.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 12:00 p.m and 9:30 p.m. on Saturday, October 8, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and

LEGAL DEPARTMENT DRAFT

consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

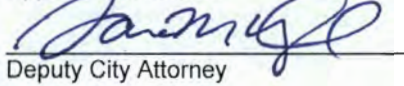
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

3.2.2022

31.b

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

5000

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Philip Blair

philblair@gmail.com
803-767-8008

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

JAN ROOM MUSIC FESTIVAL

DATE(S) OF EVENTS: (multiple day can be on one request)

OCTOBER 8th 2022

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)1400 Block of MAIN ST
1100 Block of Hampton ST
BOYD PLAZASTREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)1400 Block of MAIN ST
1100 Block of Hampton ST
BOYD PLAZA

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

OCT 8th 2:00 AM - OCT 9th 2:00 AM

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

NOON October 8th - 10:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

NOON - 9:30 pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

*Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.

**ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Packet Pg. 653



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Phillip BLAIR / JAM ROOM MUSIC FESTIVAL, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1400 Block of MAIN STREET + 1100 Block of Hampton
(Location for Assignment)

for the time period of OCTOBER 8th 2:00 AM - OCTOBER 9th 2:00 AM
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

Phillip Blair
SIGNATURE OF REQUESTOR

3-2-2022
DATE

803-767-8008
CONTACT NUMBER OF REQUESTOR

[REDACTED]
SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of Mr. Billy Cantey to the Tax Modernization Committee, as requested by The Honorable Daniel J. Rickenmann, Mayor.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: Public Works

FROM: Robert Anderson,

SUBJECT: Council is asked to approve the Installation of a Four-Way Stop Control at the Intersection of Red Bay Road and Coopers Nursery Road, as requested by the Woodcreek Farms Homeowner's Association.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

ATTACHMENTS:

- **#a:** Wood Creek Farms Four Way to CC (PDF)
- **#b:** Redbay & Coopers Nursery 4 Way (PDF)
- **#c:** Woodcreek Farms-Four Way Stop Request (PDF)



CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Erika Hammond, City Clerk
FROM: Robert Anderson, Public Works Director
SUBJECT: Traffic Calming – Wood Creek Farms
DATE: March 10, 2022

Public Works, Traffic Engineering received a request from the Wood Creek Farms neighborhood association for a conversion of a two way stop to a four way stop. The request at the intersection of Red Bay Road and Coopers Nursery Road has been reviewed by the City's current Traffic Engineer and approved for public safety reasons

If Council approves we will take the necessary steps to work with the subdivision on converting the two way stop to a four way stop. The neighborhood has asked to use their decorative poles for the installation if approved. This would be done at the oversight of our Traffic Engineering Department. The current street ownership is the City of Columbia.



March 10, 2022

Re: Woodcreek Farms - Four-Way Stop - Redbay Neighborhood

Dear Mayor Rickenmann and Columbia City Council Members:

On behalf of the Homeowners Association of Woodcreek Farms, please accept this request to convert an existing two-way stop into a four-way stop at the intersection of Coopers Nursery Road and Redbay Road (picture below).



Increased population growth within the Redbay neighborhood naturally brings increased traffic flow and speeding cars. Residents of the community are being proactive by requesting the installation of additional stop signs in hopes of preventing future accidents.

Thank you in advance for your consideration and approval and we trust you will join us in our quest to provide safety for all residents of the Community.

With Kindest Regards,

Trip Gregory, President
Board of Directors
Woodcreek Farms HOA

Managed by:

www.waccamawmanagement.com
info@waccamawmanagement.com



☒ Pawleys Island Office
P.O. Box 2308
Pawleys Island, SC 29585
843.237.9551

☐ Carolina Forest Office
P.O. Box 51558
Myrtle Beach, SC 29579
843.903.9551

☐ Briarwood Office
605 Briarwood Drive, Suite C
Myrtle Beach, SC 29572
843.272.9551



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Central Midlands Council of Governments March 24, 2022
Board Meeting

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Councilman Taylor is providing this information in lieu of a verbal report.

ATTACHMENTS:

- **#a:** CMCOG Full Board Meeting Packet - 3.24 Slides (PDF)

Central Midlands Council of Governments

Board Meeting

Thursday, March 24th, 2022

Call to Order

Foster Senn, Chair

34.a

Introduction of Guests

Determination of Quorum

Approve Order and Contents of the Overall Agenda

Invocation

Introduction of New Board Members:

- Joe Taylor, City of Columbia
- Howard Duval, City of Columbia
- Kelly Bush, Town of Irmo

Good News from CMCOG,
Around the Region, and Regional Spotlight

*Foster Senn
Benjamin Mauldin
Mos...*

Packet Pg. 662

Chairman's Introduction...Around the Region



NEWS

Spectrum creating 350 new jobs at West Columbia site on Platt Springs Road

by admin

March 15, 2022

Gov. Henry McMaster was in West Columbia Tuesday where Spectrum announced a partnership that will bring 350 new jobs to the local facility. State Sen. Nikki Setzler and Lexington County Councilman Todd Cullum were on hand, too.

NEWS 19
News Weather Near Me VERIFY Watch Live

← ADVERTISE WITH US CORONAVIRUS STREET SQUAD IRMO STREET SQUAD LEXINGTON STRE

BREAKING NEWS LIVE: Ketanji Brown Jackson takes questions again on Day 3 of Supreme Court hearings Read More

Thirty-four businesses, grocery store coming to Two Notch

The Palmetto Place had it's grand opening and thirty-four businesses are planned including a grocery store.

00:00 / 00:00

Author: Tai Wong
Published: 6:43 PM EDT March 21, 2022
Updated: 7:03 PM EDT March 21, 2022

COLUMBIA, S.C. — The Midlands Shopping Center is getting a new name and some new businesses, Palmetto Place.

Leaders in the city were joined by other local, state, and federal officials to announce the grand opening.

The plaza is located at the corner of Two Notch Road, and Covenant Road in east Columbia.

"This is something the city needs, the county needs, and the community definitely will benefit from," said Yvonne McBride a Richland County Councilwoman. "This will bring Two Notch back to the place that it should have been. And I look forward the future for it to be a booming area full of vitality and I think it's going to help overall with the crime that's in the community I think that this is nothing but a plus-plus for us."

Chairman's Introduction...Around the Region

The screenshot shows a web browser displaying a news article on the Central/SC website. The header features the 'Central/SC' logo, a 'PROPERTY SEARCH' button with a house icon, and a hamburger menu icon. Below the header is a red decorative bar. A navigation bar contains a 'YEAR' dropdown, a 'SEARCH NEWS & MEDIA' input field, and a 'FILTER RESULTS' button. The main content area displays the article title 'MIDLANDS TECHNICAL COLLEGE LEADS ON APPRENTICESHIPS' in large red letters, followed by the date 'MARCH 10, 2022'. The source is cited as 'source: MidlandsBiz'. The article text describes an award from the Learning Resources Network (LERN) to Midlands Technical College (MTC) for its apprenticeship program. A quote from Amy Scully, Vice Provost for Corporate and Continuing Education, is also included.

Central/SC PROPERTY SEARCH ≡

YEAR ▾ SEARCH NEWS & MEDIA FILTER RESULTS

MIDLANDS TECHNICAL COLLEGE LEADS ON APPRENTICESHIPS

MARCH 10, 2022

source: MidlandsBiz

Learning Resources Network (LERN), the largest association in continuing education in the world, recognized MTC with its Best Business and Industry Practice award. From the award announcement, "The MTC business and industry practice was excellent. They highlighted LERN's recommendation to 'find a gap and fill it!' They established a model to optimize a business's recruitment by building it around an apprenticeship program."

"Our dive into apprenticeship as a core strategy started about five years ago," said Amy Scully, Vice Provost for Corporate and Continuing Education. "With apprenticeships, we are able to solve a workforce shortage while providing students relevant career training that allows them to quickly earn family-sustaining wages."

Chairman's Introduction...Around the Region



NEWS

Lexington's Meera Bhonslé wins Miss South Carolina USA crown

by admin
March 17, 2022

Lexington's Meera Bhonslé was crowned Miss South Carolina USA 2022 in North Charleston last week. She will now prepare to represent South Carolina in the Miss USA pageant.

Meera has held the title of Miss Upstate USA 2022 and Miss



Meera Bhonslé



Chairman's Introduction...Around the Region

BY LOU BEZJAK

MARCH 07, 2022 10:01 AM



The Midlands' state championship teams for the 2021-22 winter sports seasons. THE STATE PHOTOS

Good News from CMCOG and Around the Region

- **Workforce**

- Alex L. is a participant in the Midlands Youth Work Experience Program. Work Experience provides a paid work opportunity for Youth with no job experience to learn hands-on with an employer. After completing an interview, Alex was selected to work at Waters Sails, an award-winning Lexington County manufacturer that specializes in custom, high performance boat sails. Alex is a person with a disability, and this is his first independent, full-time job experience. His initial duties as a boat detailer include assisting the owner with assembling sails, working in the warehouse, preparing boats for painting, cutting numbers for sails, and he is learning many more skills on the job. The owner states that Alex is dedicated, punctual, and pays attention to detail – a critical skill in the industry. Waters Sails is working on plans for Alex to stay on after the Work Experience program is complete. Through the Midlands WIOA Youth program, Alex has gained valuable work experience and he recently opened a bank account to begin depositing his paychecks.



Good News from CMCOG and Around the Region

- **Ombudsman**

- The Central Midlands Long-Term Care Ombudsman Program has volunteer training scheduled for the dates below. If you know someone interested in becoming a Volunteer Ombudsman, please have them contact Fretoria Addison @ 803-376-5389 or at Ombudsman@centralmidlands.org
 - March 15th and March 29th
 - April 12th and April 19th
 - May 10th and May 25th
 - June 15th and June 30th
- Volunteer Appreciation Celebration – April 20th
- Advanced Directive Training – April 13th from 11am to 2pm. All are welcome, so please share with others.

- **Aging**

- This week, all of the Central Midlands Area Agency on Aging providers celebrate the nationwide 50th anniversary of senior nutrition programs, critical nutrition programs – commonly referred to as Meals on Wheels. For 50 years, senior nutrition services have helped create healthy, strong communities where all members can flourish regardless of their age. That's why we proudly recognize this milestone anniversary of the national Senior Nutrition Program and its tremendous impact on the health and well-being of older adults in our community

Good News from CMCOG and Around the Region

- **Planning**

- Community and economic development staff are partnering with the Brookland Lakeview Empowerment Center and the West Columbia/Cayce food policy coalition to host a community food gathering in Cayce tonight (March 24) at the New Life Baptist Church - 2316 Julius Felder street from 6.30-8.30. The purpose of the gathering is to solicit community input on barriers and solutions to increasing access to healthy food in the community. This is the second food gathering. The first was held at the BLEC in December 2021.



Fairfield County Government Updates

MOSES BELL, CHAIRMAN, FAIRFIELD COUNTY COUNCIL

Teacher Village

Goal is to provide affordable living space for teachers in Fairfield County

Groundbreaking ceremony held March 17th

First Teacher Village in South Carolina

\$2 million start up funding provided by Fairfield County through the Dominion settlement.

Final village will consist of 22 acres of 75 single-family homes



Fairfield Joint Water & Sewer System

In 2019 Fairfield County, the Town of Winnsboro and the Town of Ridgeway applied for the creation of the Fairfield Joint Water and Sewer System (FJWSS)

Goal is to provide wastewater services to the Fairfield County “Mega Site”

Staff is currently working with the Town of Winnsboro through a working group mediated by the COG to define service area and next steps.



Ridgeview Community Center



Funded with \$2.5 million from the Dominion Settlement

Will feature a full sized basketball court, soccer fields, and kitchen

Location will serve as a resource center with access to computers and technology

Will provide a drop off location for Meals on Wheels

Groundbreaking Ceremony planned for April 20th

Commerce Pad Groundbreaking



Ribbon Cutting scheduled for April 6, 2022

The new pad can accommodate a 450,000 sf building.

The Parcel #7 is approximately 50 acres.

The Fairfield Commerce Center is located just 1 mile from I-77, 17 miles from I-20 and 21 miles from I-26.

The Fairfield Commerce Center has all utilities provided by Dominion Energy, TruVista and the Town of Winnsboro.

The new pad will save new industry both time and money as much of the permitting and risk associated with grading such a large parcel has been eliminated.

Fairfield County anticipates a significant investment from a large job creator.

New Government Complex



The County is moving to a new government complex in April

County partnered with a local developer to repurpose the old Mt. Zion school

Building is listed on the National Register for Historic Preservation

Complex will house Council Chambers, County Administration, Procurement, Finance, Human Resources, Community Development, Economic Development, Permitting and Planning, Parks & Recreation, 911 Call Center and the Sheriff's Department.

ACTION

Consent Agenda Items

1. Approval of the Minutes of the Board Meeting – 24 February 2022 (*Enclosure 1*)

ACTION

Regular Agenda Items

1. 2020-2027 TIP Amendment – South Main Street (*Enclosure 2*)

ACTION

2020-2027 TIP Amendment – South Main Street

(Enclosure 2)

*Reginald Simmons,
Deputy Executive Director / Director - Transportation*

SCDOT S. Main Street Streetscape



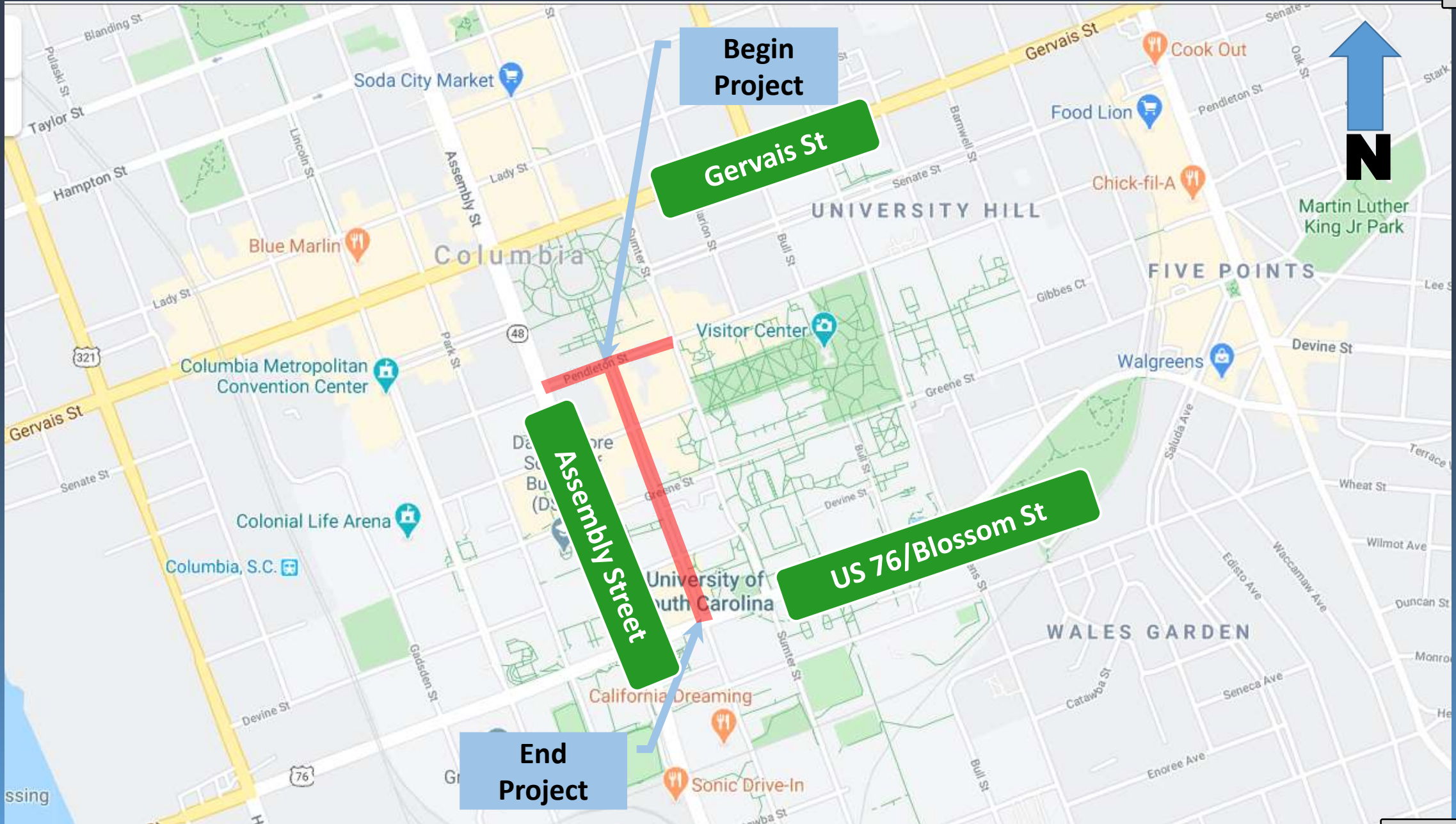
Imagine it.
Delivered.



Project Overview

01





Visioning of S. Main Street

- S. Main Capital District Area Plan Completed
- Balance vehicular function with pedestrian and bicycle function to improve safety for all modes.
- Improve aesthetics, introduce street trees for shade and provide opportunities for placemaking.
- Provide consistency with Walk Bike Columbia, the city's bicycle and pedestrian plan.



Proposed Improvements

02



Final Design Elements

- Reduced Travelway Width
(maintaining a LOS C or better in 2040)
- One-Way Separated Cycle Track
- 8 to 12 Foot wide sidewalks
- Lighting/Mast Arms/Underground Utilities
- Landscaping/Street Trees
- Wider Crosswalks/Shorter Crossing Distances/ Larger Landings



Final Design Elements

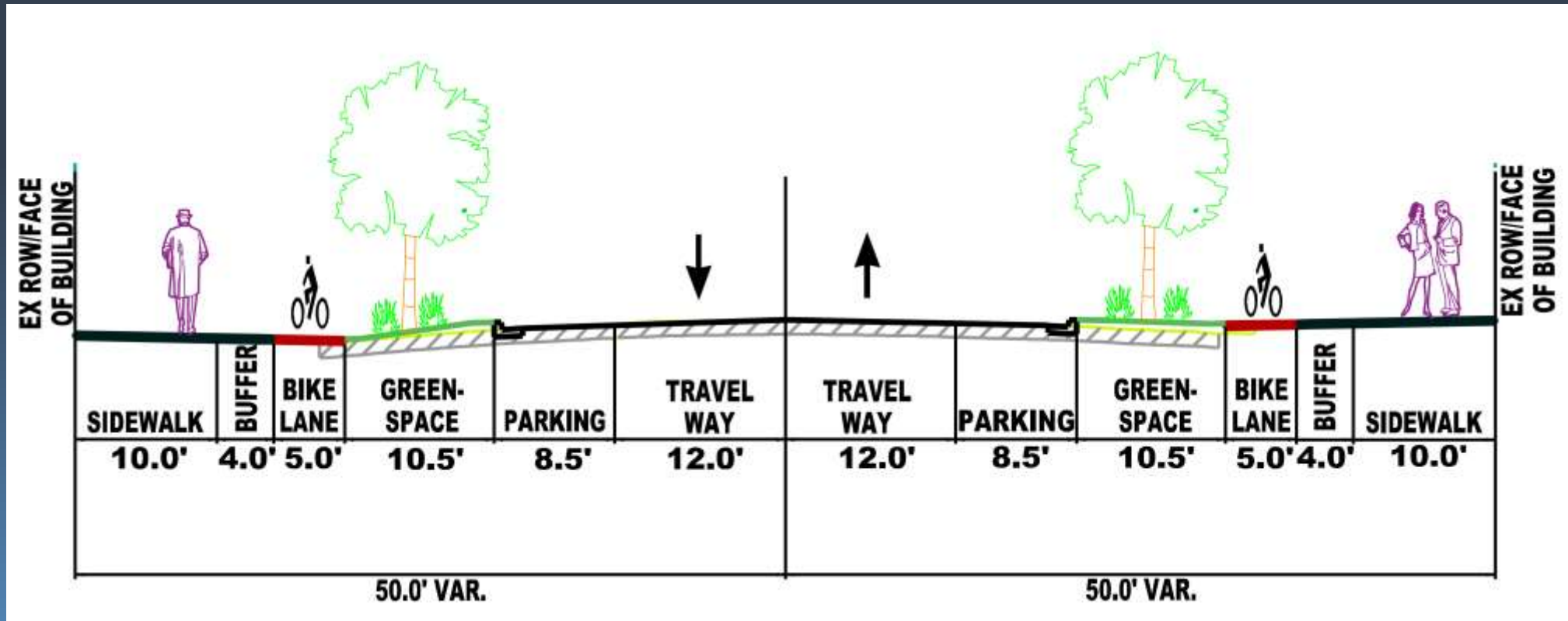
Example



Example



Typical Section



Cost and Funding

03



Cost Estimate

P029873 - South Main	
Construction Phase	\$22,154,304.72
PE	\$1,121,614.50
TOTAL	\$23,275,919.22
Available	\$18,885,011.01
Difference	-\$4,390,908.21

Based on January 2022 bid

Funding

Fund Source	Total Amount	Federal Share	Federal Amount (Maximum)	State Share	State Amount	Other Share	Other Amount	Other Source
ENH - MPO	\$ 1,250,000.00	80%	\$ 1,000,000.00	0%	\$ -	20%	\$ 250,000.00	Richland County Transportation Committee
TAP Funds	\$ 890,101.25	80%	\$ 712,081.00	0%	\$ -	20%	\$ 178,020.25	University of South Carolina
Repurposed Earmark	\$ 3,784,736.30	80%	\$ 3,027,789.04	0%	\$ -	20%	\$ 756,947.26	Richland CTC (\$250,000) / USC (\$506,947.26)
Additional Repurposed Earmark	\$ 3,413,381.00	80%	\$ 2,730,704.80	0%	\$ -	20%	\$ 682,676.20	Richland County (362,229)/USC (320,447.20)
Department of Administration	\$ 1,630,196.00	0%	\$ -	0%	\$ -	100%	\$ 1,591,916.00	Department of Administration
COATS Guideshare	\$ 6,000,000.00	80%	\$ 4,800,000.00	20%	\$ 1,200,000.00	0%	\$ -	n/a
COATS Lapsing TAP Funds	\$ 1,062,345.94		\$ 849,876.75	20%	\$ 212,469.19	20%	\$ -	n/a
In-Contract Utility Relocation	\$ 738,226.50	0%	\$ -	0%	\$ -	100%	\$ 738,226.50	City of Columbia
Highway Infrastructure One-Time Funding	\$ 1,178,369.96	80%	\$ 942,695.97	0%	\$ -	20%	\$ 235,673.99	University of South Carolina
SCDOT Tap Flex	\$ 3,328,562.27	80%	\$ 2,662,849.82	20%	\$ 665,712.45	0%	\$ -	n/a
	\$ 23,275,919.22		\$ 13,120,451.59		\$ 1,412,469.19		\$ 4,433,460.20	

Next Steps

04



Questions???

05

INFORMATION

Overview of the Family Caregiver Support Program

(Enclosure 3)

*Jenny Andrews,
Family Caregiver Advocate*

INFORMATION

CMCOG Rural Projects Status Updates

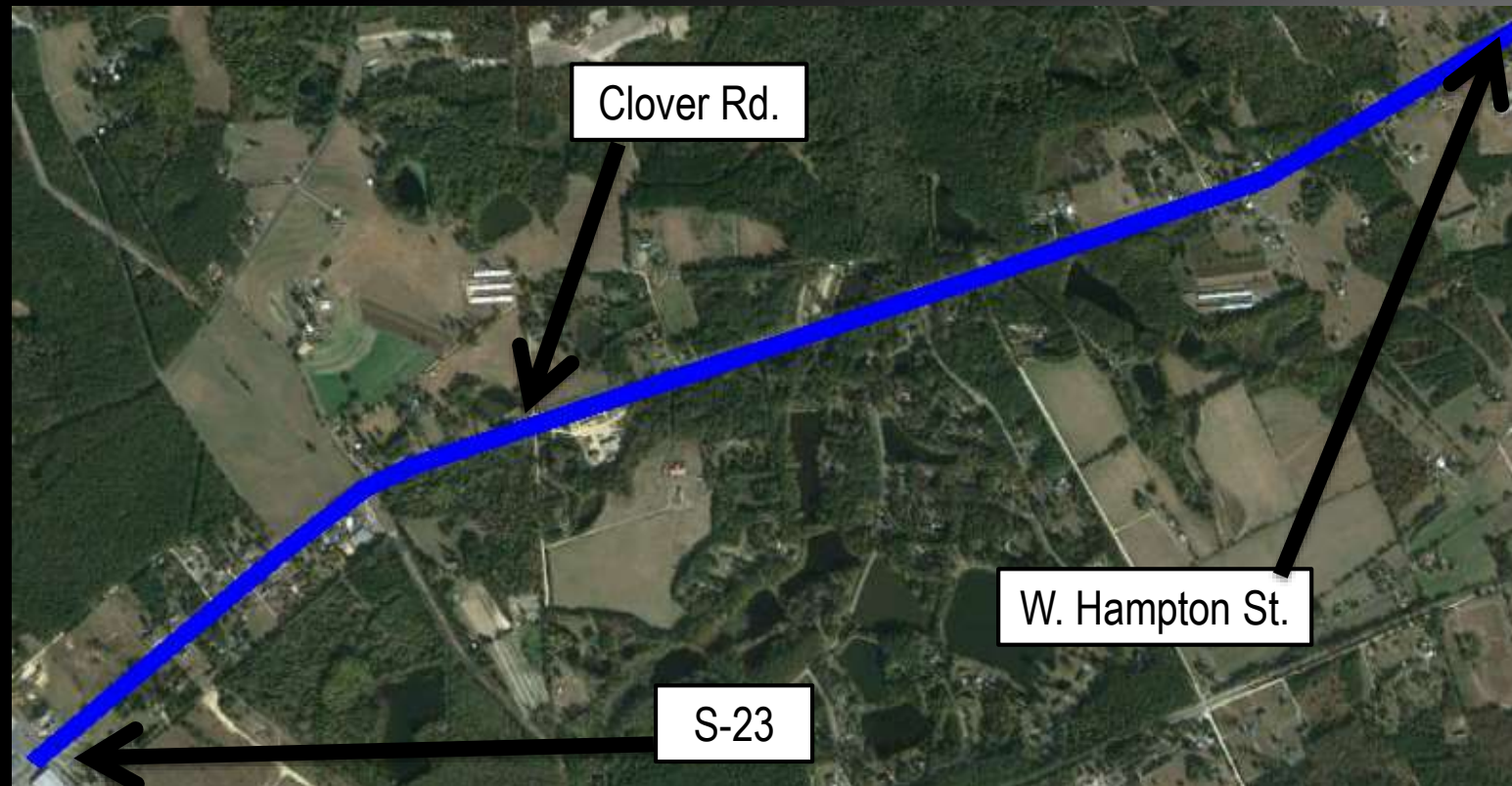
*Darren Ledbetter,
SCDOT*

Agenda

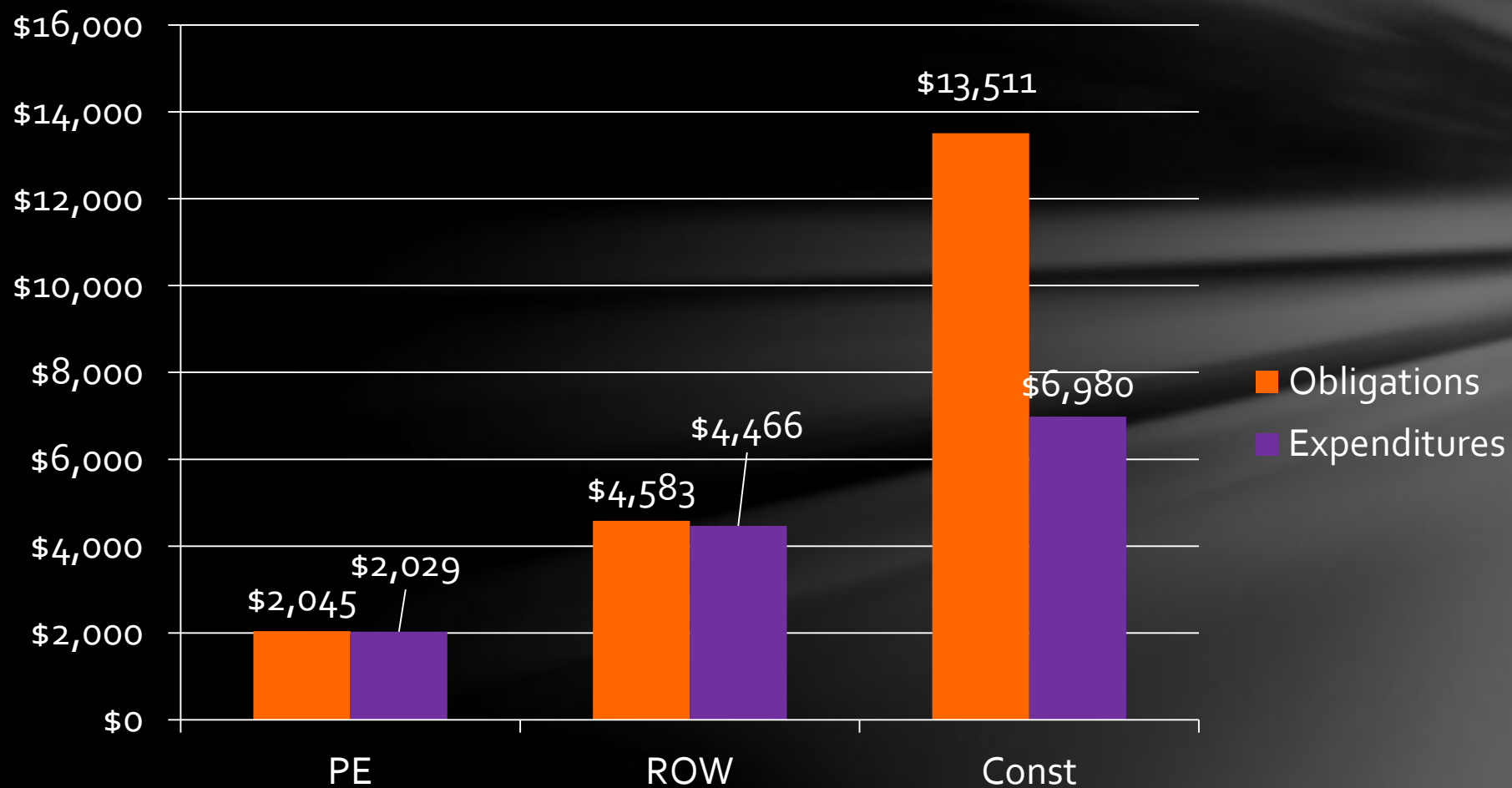
- Common Acronyms and Terminology
- Road Widening Projects
- Rural Bridge Replacement Projects
- Interstate Rehabilitation and Reconstruction Projects

US 1 Widening – Phase II

- Under construction
- Anticipated Completion in Summer 2022.



Current Funding



*Costs are in Thousands

Bridge Replacement Schedule

Project	Status
US 378 over Horse & Hollow Creek (Lexington)	Substantially complete
SC 34 over NS Railroad (Newberry)	Let October 2021

Interstate Rehabilitation Schedule

Project	Status
I-26 Rehab MM 60-75 (Newberry)	Under Construction
I-26 Rehab MM 75-85 (Newberry)	Expected to let Fall 2022

QUESTIONS?

Contact Information:

Darren Ledbetter

ledbettedl@scdot.org

803-737-0172



INFORMATION

Impact: How the 2021 Infrastructure Bill affects SC Transportation Network?

(Enclosure 4)

*Macheal Peterson,
SCDOT*



Infrastructure Investment and Jobs Act (IIJA)

**Central Midlands Council of Governments
Board of Director's Meeting**

March 24, 2022

**Presented by:
SCDOT Office of Planning**

What's in the Infrastructure Investment and Jobs Act?

- Authorizes approximately \$1T in funding for surface transportation, rail, transit, water/sewer, and broadband, including \$550B in new funding.
- Reauthorizes surface transportation authority until 2026 with similar strings to current programs, but additional funds provided. Creates new programs for climate change and resiliency
- Adds new formula programs outside of reauthorization funded through the General Fund for bridges and electric vehicle (EV) charging.
- Numerous discretionary grant programs have also been established.
- Federal Transit Funds increased by approximately 30%.
- Transportation Alternative Funds increased by 67%.



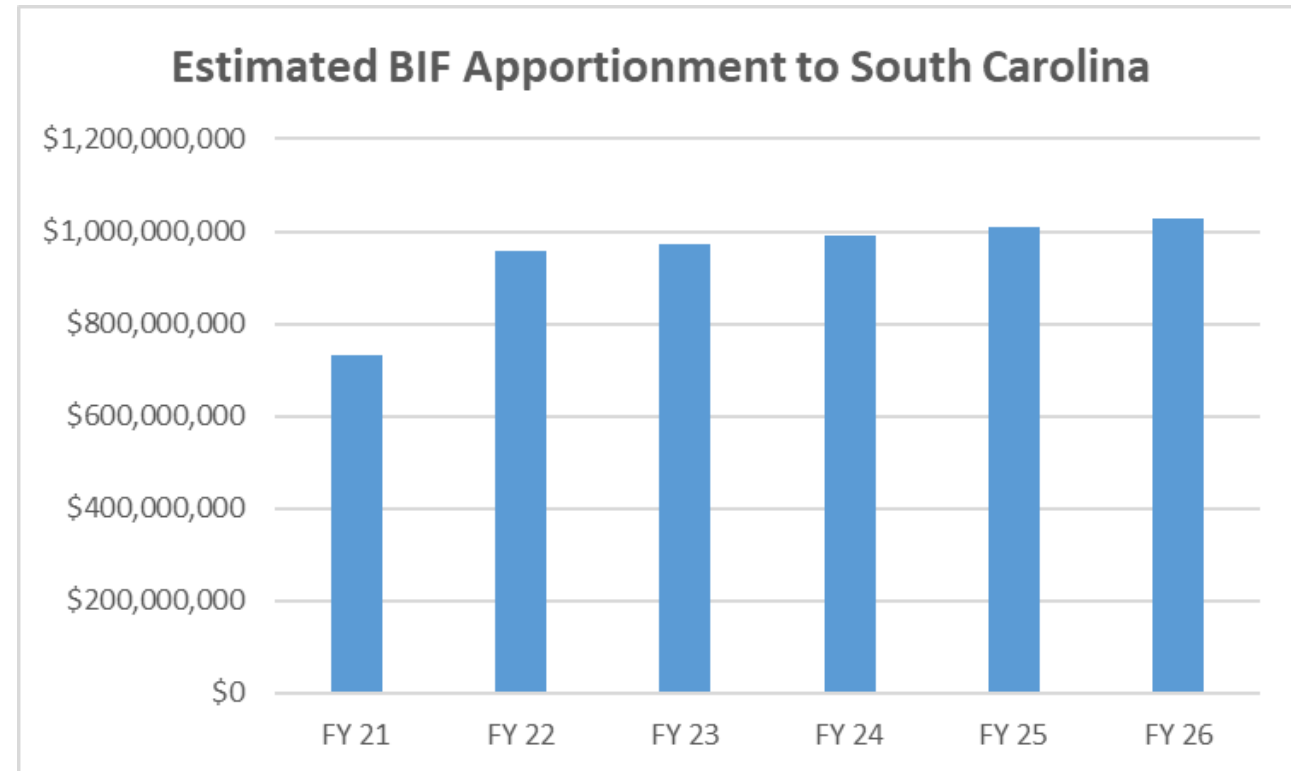
Federal Aid Reauthorization

- SCDOT previously received ~\$733 M+ in federal aid annually distributed by formula and program.
- Current transportation authorization (IIJA) signed into law on November 15, 2021.
- Increased funding level to ~\$1.0 B+



What Does IJA Mean to South Carolina?

- Estimated formula highway funds anticipated to increase from \$733M in FY 21 to \$1B in FY 26.
- Increase in federal transit funds by ~30%
- Codifies “One Federal Decision”, being used on the I-526 project.
- Increased Transportation Alternative Funds by ~67%



IIJA Opportunities and Challenges

- Presents new funding to address some of SCDOT's long-standing gaps in the program like Guideshare.
- Requires an additional ~\$70-80M in state funds to match new formula funds.
- Significant dollars will be allocated in discretionary grants where SCDOT has historically fared poorly compared to other states.



Infrastructure Investment and Jobs Act (IIJA) impacts on SCDOT's 10 Year Plan



The Proposed Updates to the 10-Year Plan

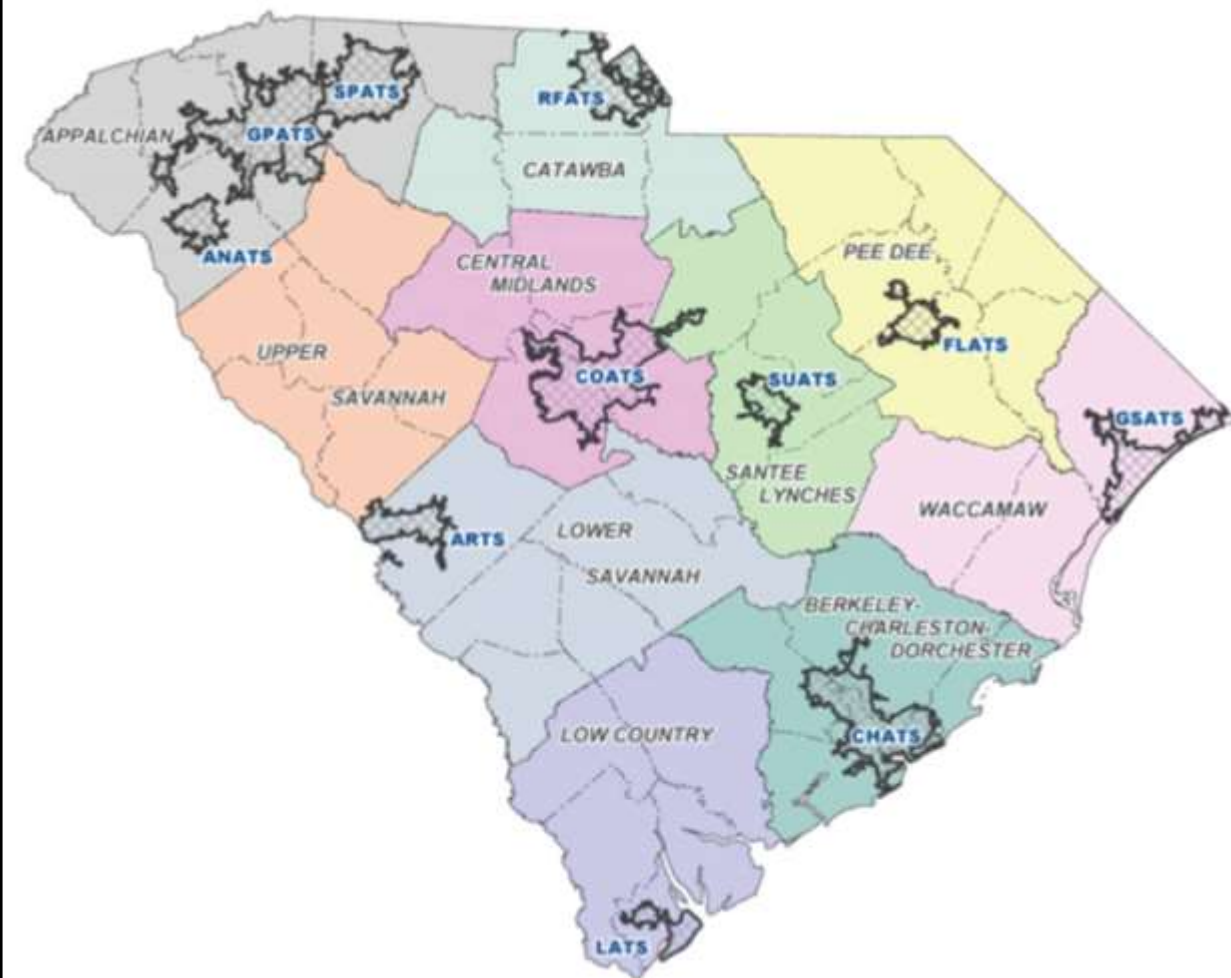
34.a

-  Regional Mobility Program (formerly MPO/COG)
-  Bridges
-  Pavements (plus a short-term boost to replace OGFC)
-  Transportation System Management & Operations
-  Rest Areas
-  Interstate Capacity
-  Safety Program
-  Capital Drainage
-  Electric Vehicle Infrastructure
-  State Infrastructure Bank (paying debt off)

Recommended Budget Priorities

- New federal funds will not necessarily have flexibility to do all SCDOT needs to do (i.e. resiliency and climate). To that end, utilize the new federal funding to emphasize the following:
 - Guideshare: Incrementally increase to \$238M annually.
 - Bridges: Increase in accordance with the new formula funds.
 - Rest Areas: Identify opportunities to leverage recent state appropriation of \$40M.
 - Drainage: Identify opportunities to address long-standing drainage issues like arch culverts in Charleston.
 - Interstates: Keep the aggressive urban and rural interstate improvement program moving forward.
- Issues still outstanding to SCDOT that will not be resolved by new federal funds include increasing routine maintenance and spot improvements to deal with growth, as well as identifying the match for the new federal funds.

IIJA Narrows Funding Gaps in MPO/COG Programs



Funding for Regional Projects selected by the MPO and COGs across the State has remained stagnant @ \$138M per year.

The MPO/COG Program increased by \$100M in order to keep pace and support a more multimodal system for a total of \$238M per year.

Increased by formula to a min. allocation of \$4.0 M annually w/ incremental increase over 4 years

The MPO/COG Program rebranded, “The Regional Mobility Program” in October 2021.

Regional Mobility Program

- Formerly known as the MPO and COG program
- Increased funding to provide minimum distribution to all MPOs/COGs
- Focus on improving multimodal mobility to accomplish performance measures



Regional Mobility Program Funding

Increased funding to provide minimum distribution to all MPOs/COGs.

- Ramp up the program incrementally for a total boost of \$100M.
 - \$26M - \$50M - \$75M - \$100M.



	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Current	\$138	\$138	\$138	\$138	\$138	\$138	\$138	\$138	\$138	\$138
Proposed	\$138	\$138	\$138	\$138	\$164	\$188	\$213	\$238	\$238	\$238

The Ramp Up

- The SCDOT Commission approved, during its October 21, 2021 meeting, SCDOT's recommendation to incrementally "Ramp-Up" funding levels for a total of \$100M.
- Since we are still awaiting MPO/COG boundary changes and are in the new federal fiscal year, SCDOT moved forward with:

Year 1

- Allocate \$20 M using current formula
- Add an additional \$6M to bring each region up to a \$4M minimum investment level

Subsequent Years

- Formula will be reviewed in consideration of new Census Information

Scenario 3

34.a

Allocate \$20M using Current Formula and an additional \$6M to bring everyone up to a \$4M minimum

COG	2020 Guidesare	2021 Guidesare Component by formula	Additional allocation to bring up to \$4M Minimum	Potential TOTAL 2021 Guidesare	Total Increase
Appalachian	\$7,579,497	\$8,690,986		\$8,690,986	\$1,111,489
BCD	\$2,181,422	\$2,501,315	\$1,498,685	\$4,000,000	\$1,818,578
Catawba	\$4,903,284	\$5,622,322		\$5,622,322	\$719,038
Central Midlands	\$2,883,809	\$3,306,703	\$693,297	\$4,000,000	\$1,116,191
Lowcountry	\$2,688,118	\$3,082,315	\$917,685	\$4,000,000	\$1,311,882
Lower Savannah	\$5,489,253	\$6,294,220		\$6,294,220	\$804,967
Pee Dee	\$6,622,076	\$7,593,165		\$7,593,165	\$971,089
Santee Lynches	\$3,208,717	\$3,679,257	\$320,743	\$4,000,000	\$791,283
Upper Savannah	\$6,263,156	\$7,181,611		\$7,181,611	\$918,455
Waccamaw	\$3,187,564	\$3,655,002	\$344,998	\$4,000,000	\$812,436
Sub-Total	\$45,006,896	\$51,606,896	\$3,775,409	\$55,382,305	\$10,375,409
MPO	2020 Guidesare	2021 Guidesare Component by formula	Additional allocation to bring up to \$4M Minimum	Potential TOTAL 2021 Guidesare	Total Increase
ANATS	\$2,815,237	\$3,214,849	\$785,151	\$4,000,000	\$1,184,763
ARTS (TMA)	\$3,593,769	\$4,103,890		\$4,103,890	\$510,121
CHATS (TMA)	\$19,026,279	\$21,726,983		\$21,726,983	\$2,700,704
COATS (TMA)	\$19,199,741	\$21,925,067		\$21,925,067	\$2,725,326
FLATS	\$3,107,082	\$3,548,120	\$451,880	\$4,000,000	\$892,918
GPATS (TMA)	\$18,077,921	\$20,644,009		\$20,644,009	\$2,566,088
GSATS (TMA)	\$7,599,944	\$8,678,725		\$8,678,725	\$1,078,781
LATS	\$4,625,288	\$5,281,829		\$5,281,829	\$656,541
RFATS (TMA)	\$6,035,144	\$6,891,808		\$6,891,808	\$856,664
SPATS	\$6,376,359	\$7,281,457		\$7,281,457	\$905,098
SUATS	\$2,536,368	\$2,896,395	\$1,103,605	\$4,000,000	\$1,463,632
Sub-Total	\$92,993,132	\$106,193,132	\$2,340,636	\$108,533,768	\$15,540,636
	\$138,000,028	\$157,800,028	\$6,116,045	\$163,916,073	\$25,916,045

Regional Mobility Program / Policy Elements

34.a



2020 US Census Status & Schedule

The logo for the 2020 United States Census. It features the words "United States" in a small, white, sans-serif font, followed by "Census" in a large, bold, white, sans-serif font, and "2020" in a large, bold, white, sans-serif font below it. The entire logo is set against a solid blue square background.

United States®
Census
2020

- In August 2021, County level population numbers were released for redistricting.
- By Summer 2022, we are expecting to receive information on expanded areas of urbanization (MPO/COG boundaries) based on the 2020 census information.
- Between Summer 2022 – Spring 2023, we expect to work with the respective MPO & COGs to make any final adjustments.

Remaining Gaps in Our Program

Routine Maintenance needs a \$60M boost



**SC's Bridge Program
needs a \$40M boost**

Next Steps

- Anticipate guidance on implementation and management of new funding categories.
- Continue to evaluate legislation and identify opportunities to use funds to advance SCDOT's existing priorities.
- Develop proposed 10-year plan revision and budget to the General Assembly based on anticipated federal funding and SCDOT priorities.
- Continued monitoring for guidance pertaining to new grant programs.

INFORMATION

Overview of the 2022 & 2023 Unified Planning Work Program

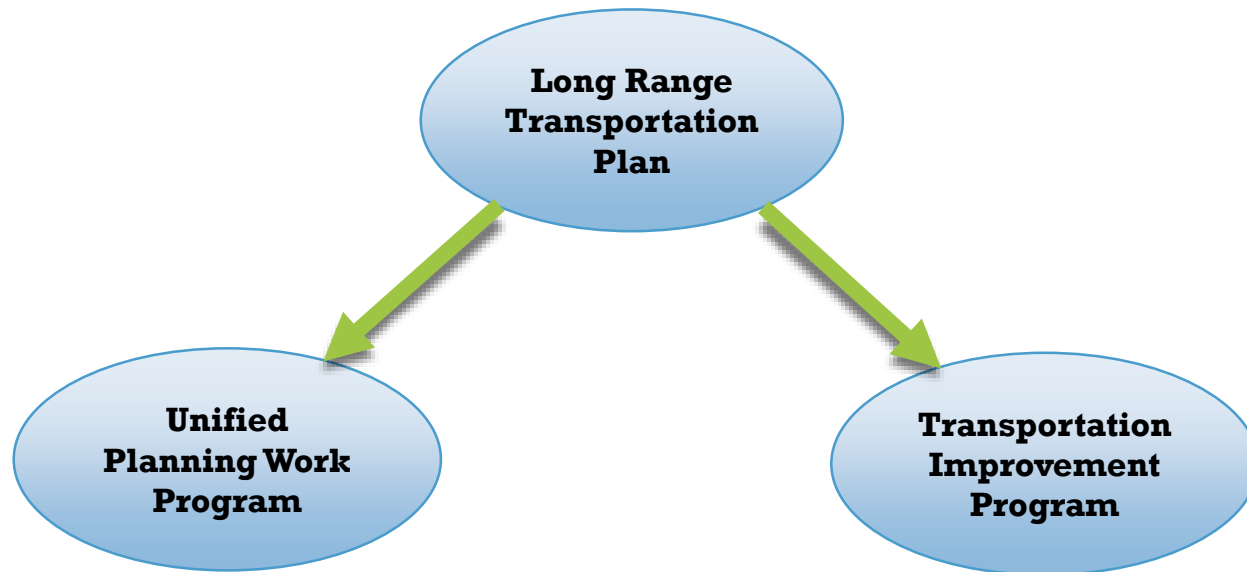
(Enclosure 5)

*Reginald Simmons,
Deputy Executive Director / Director - Transportation*

FY 2022 & 2023 UPWP

- Staff will provide an overview and request for any new projects to be added to 2022 & 2023 UPWP.

FY 2022 & 2023 UPWP



- LRTP – Needs assessment of the transportation network
- UPWP – Work program that identifies a list of planning activities
- TIP – A capital improvement program that identifies funding for projects that transfer out of the LRTP.
- For a capital project to be selected for funding it must complete the SCDOT Feasibility Process.

Feasibility Report Accomplishments

Identifies the Project Development Team (PDT)

- Program Manager
- Design Lead
- District
- Environmental
- Right-of-Way
- Traffic Engineering Design and Safety
- Utility Coordinator
- Feasibility Report Manager
- Maintenance
- Construction
- Transit, Multimodal, and Freight Planners
- Regional Planner
- Stakeholders – City, County, etc.
- Project Sponsor
- Pavement Design
- FHWA

Feasibility Report Accomplishments

- **Defines the project**
 - Project Scope
 - Project Goals and Objectives
 - Purpose and Need
 - Potential Environmental, Cultural, and Social Impacts
 - Estimated Cost & Schedule
 - Benefit Cost Analysis
 - Risk Analysis

How Long will the Process Take?



6-18 months, Dependent on Project Size



Consultants May Do Pieces, Dependent on Resources

FY 2022 & 2023 UPWP



FY 2022 & 2023 UPWP

- The UPWP is the planning document developed by the MPO that identifies the transportation planning activities that will occur in the upcoming fiscal years.
- In the past, the UPWP has been developed on an annual basis, but at the request of FHWA and SCDOT, each MPO and COG is developing a two-year planning document.
- The UPWP contains planning projects and studies, planning analysis, implementation of existing projects, as well as the development of the TIP and the LRTP.

FY 2022 & 2023 UPWP

- **Transportation and Land Use Studies**
 - Blythewood Traffic Improvement Area Plan – June 2019
 - Sandy Run Area Plan – June 2019
 - Kershaw County West Wateree Transportation Study – April 2017
 - Broad River Road Corridor & Community Study – December 2010
 - Irmo/Dutch Fork Sub-Area Plan – June 2010
 - Elgin/Richland Northeast Sub-Area Plan – June 2010
 - White Knoll Sub-Area Plan – December 2008
 - Lower Richland Sub-Area Plan – May 2008
 - Columbia Avenue Corridor Study – August 2006

FY 2022 & 2023 UPWP

- **Bike and Pedestrian Studies**

- Lower Saluda Greenway Feasibility Study – May 2021
- Chapin, Swansea, & Batesburg-Leesville Bike and Pedestrian Master Plan – May 2019
- Cayce, West Columbia, & Springdale Bike and Pedestrian Master Plan – December 2017
- Walk Bike Columbia Bike and Pedestrian Master Plan/Bike Share Plan – March 2015
- Regional Pathways Plan – March 2010
- Regional Bike/Pedestrian Plan – March 2006

- **Regional and Rail Studies**

- Regional Congestion Management Plan – January 2022
- 2045 Long Range Transportation Plan – December 2021
- CMCOG – COATS MPO Public Participation Plan – January 2021
- Human Services Coordination Transportation Plan – September 2020
- CMCOG – COATS MPO Title VI & Language Assistance Plan – September 2020
- CMCOG – COATS MPO Disadvantaged Business Enterprise Plan – August 2020
- Regional Freight Mobility Plan – November 2017
- Newberry – Columbia Alternative Analysis – March 2014
- Camden – Columbia Alternative Analysis – July 2011
- Batesburg-Leesville / Columbia Transit Feasibility Study – July 2010
- CMCOG Commuter Rail Feasibility Study – June 2006

**FY 2022 & 2023
UPWP**

FY 2022 & 2023 UPWP

- **Projects Under Development**
 - Short Range Transit Plan, Origin, Destination & Demographic Survey & Comprehensive Operational Analysis
 - Bike Share Expansion Feasibility Study
 - Columbia East Sub-Area Plan
- New Projects
- Funding

FY 2022 & 2023 UPWP

Questions

INFORMATION

Executive Director's Report

*Ben Mauldin,
Executive Director*

- **Raise Grants:** The Rebuilding American Infrastructure with Sustainability and Equity, or RAISE Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives. Previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants, Congress has dedicated nearly \$8.9 billion for twelve rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact
- **Eligibility Details**
 - Eligible applicants are:
 - State, local, and tribal governments, including U.S. territories
 - Transit agencies
 - Port authorities
 - Metropolitan planning organizations (MPOs), and
 - other political subdivisions of State or local governments
- **Deadline Details**
 - Applications are to be submitted by **April 14, 2022 by 5 p.m.**
- **Award Details**
 - \$1.5 billion is available under the FY 2022 RAISE program. FY 2022 RAISE grants are for capital investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact

- Please visit the CMCOG website (News Releases) and share the survey with your friends, family and community.



- If you use Facebook, we are asking you to follow the Central Midlands Council of Governments page and to like and share our posts to help share current information around the region.
- Central Midlands will be releasing a call for projects for its Section 5310 Program and its Transportation Alternatives Program. Central Midlands is happy to work with you on any planning and analysis as part of our continuous transportation planning efforts.
- CMCOG Staff are participating in a panel focused on economic development, transportation, housing, and community development at the Allen University Community Leaders Institute taking place this weekend on Friday and Saturday.

Old/New Business

Other Business

Next Meeting – 28 April 2022

Adjourn



We Are Columbia

MEETING DATE: April 5, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Executive Management and Leasing, Inc.
Convention Center
Evergreen