



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 21, 2024

The Columbia City Council will conduct a Council Meeting on Tuesday, May 21, 2024 at 4:00 p.m. at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable William Brennan, District III
The Honorable Aditi Bussells, At-Large ▪ The Honorable Tina N. Herbert, District I
The Honorable Peter M. Brown, District IV ▪ The Honorable Tyler D. Bailey, At-Large

Prior to entering the meeting please 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

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

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

APPROVAL OF MINUTES

1. Council is asked to approve the May 7, 2024 Budget Workshop and Council Meeting Minutes.

PRESENTATIONS

2. National Public Works Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor
3. Recognition of Lieutenant Fred Bryant - Mr. William "Skip" Holbrook, Police Chief / Columbia Police Department
4. Introduction of the ColaEats Collaborative - Ms. Ashley Page Bookhart, Columbia Food Policy Committee



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CONSENT AGENDA ITEMS 5 THROUGH 18

5. Council is asked to approve a new Professional Services Contract for the Columbia Historic Black Business District Juneteenth Premiere, as requested by the Office of Business Opportunities on May 6, 2024. Award to Dapper & Distinguished Gentlemen in the amount not to exceed \$167,200.00. The term of the contract is May 22, 2024 through July 31, 2024. This firm is located in Columbia, SC

Funding Source: Tourism and Development Fund

6. Council is asked to approve a new Professional Services Contract for Business Licensing Software Management, as requested by the Finance Department on November 3, 2023. Award to HdL Companies, in an amount not to exceed \$135,943.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date three years from commencement and the option to renew for two additional one-year periods. This firm is located in Brea, CA.

Funding Source: Business Licenses - Cloud Based Software Solutions (1011403-63170). The original budget amount is \$135,943.00.

7. Council is asked to approve funding for Citywide Multifunctional Copier Device Services, as requested by the Information Technology Department on April 17, 2024. Award to Ricoh USA, Inc., using the SC State Contract in an amount not to exceed \$369,143.56 for year two of the five-year contract term. This company is located in Columbia, SC.

Funding Source: Copying – Copier and Supplies (6208951–627200). The original budget amount is \$369,143.56.

8. Council is asked to approve the Purchase of a Pierce Enforcer Rescue Truck for the Columbia Fire Department, as requested by the Fleet Services Division on April 29, 2024. Award to Spartan Fire & Emergency Apparatus, using the HGAC Cooperative Contract in an amount not to exceed \$1,402,593.00. This vendor is located in Roebuck, SC.

Funding Source: Capital Replacement - Auto, Truck Heavy Equipment-Capital (6308972-658500). The original budget amount is \$1,402,593.00.



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9. Council is asked to approve a new Professional Services Contract for Project SC117006; Design Services for the Beltline Boulevard Community Enhancement Project, as requested by the Parks and Recreation Department on July 17, 2023. Award to CPL Architecture Engineering Planning, in an amount not to exceed \$970,675.00. The initial term of the contract will take effect upon the issuance of a Notice to Proceed with an end date eighteen months from commencement and the option to renew for two additional one-year periods. This firm is located in Charlotte, NC.

Funding Source: State of Grant Control - Beltline Boulevard Community Enhancement - Capital Project Costs (2209999-SC117006-658650). The original budget amount is \$1,052,475.00.

CPL Architecture Engineering Planning is the prime and will be providing schematic design, design development, construction documentation, and construction administration services at 46.43% (\$450,700.00) of the total contract amount.

The following subconsultants will be providing additional services:

Weston and Sampson, located in Columbia, SC, will provide civil engineering and landscape architecture services at 36.69% (\$356,125.00) of the total contract amount.

S&ME, Inc., located in Raleigh, NC, will provide geotechnical services at 3.09% (\$30,000.00) of the total contract amount.

Palacio Collaborative, a Minority Business Enterprise, located in Atlanta, GA, will provide cost estimation services at 3.22% (\$31,200.00) of the total contract amount.

MMSA, a Minority Business Enterprise, located in Greenville, SC, will be providing structural engineering services at 5.15% (\$50,000.00) of the total contract amount.

Beehyve L3C, a Minority Business Enterprise, located in West Columbia, SC, will be providing community engagement services at 1.57% (\$15,250.00) of the total contract amount.

Survey One, LLC, located in Lexington, SC, will provide survey services at 3.85% (\$37,400.00) of the total contract amount.

10. Council is asked to approve Contract Amendment #1 for Pumps and Maintenance for the West Columbia Lift Station, as requested by Columbia Water on April 18, 2024. Award to Xylem Water Solutions USA, Inc., in an amount not to exceed \$110,000.00. The current term of the contract ends on June 30, 2024. This vendor is located in Charlotte, NC.

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The current budget amount is \$135,000.00. The budget amount for this amendment is \$110,000.00. The total revised budget amount is \$245,000.00.



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11. Council is asked to approve Contract Amendment #2 for SS7619; Construction Administration and Observation Services for Annual Pipe Rehabilitation, as requested by Columbia Water on April 26, 2024. Award to Weston and Sampson, in an amount not to exceed \$83,400.00. The current term of the contract ends on June 30, 2024. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Annual Pipe Rehabilitation - Capital Project Costs (5529999-SS761901-658650). The current budget amount is \$360,438.00. The budget amount for this amendment is \$83,400.00. The total revised budget amount is \$443,838.00.

This is a Mentor Protégé Program project. Weston and Sampson is the mentor and will provide additional consultant services at 100.00% (\$83,400.00) of the amendment amount. CES Group Engineers, LLP, a Minority Business Enterprise (W) of Columbia, SC, is the protégé and the overall protégé participation for this project is 23.43%.

12. Council is asked to approve Contract Amendment #7 for Instrumentation and Supervisory Control and Data Acquisition (SCADA) System Maintenance, as requested by Columbia Water on April 24, 2024. Award to CITI, LLC, in an amount not to exceed \$90,000.00. The current term of the contract ends on June 30, 2024. This firm is located in Charlotte, NC.

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). The current budget amount is \$312,725.00. The budget amount for this amendment is \$90,000.00. The total revised budget amount is \$402,725.00.

13. Council is asked to approve Project WM4715; Pay Difference to up-size water mains at I-20 and Percival Road for Spears Creek Quadrant Off-Site Water Main Project, as requested by Columbia Water. Award to Malamute Heavy Construction in the amount of \$100,825.00. This firm is located in Elgin, SC.

Funding Source: Fiscal Year 2023/2024 CIP WM4715-Spears Creek Quadrant Off-Site Water Main. The original budget amount is \$100,825.00.

14. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project No. P027709; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Bluff Road(S-40-48) from Windy Drive (S-2644) to Carswell Drive (Richland County), as requested by Columbia Water. Award to SCDOT in the amount of \$508,606.82.

Funding Source: Water Improvement Fund – Utility Conflicts FY 23/24 CIP (WM225522 Utility Conflicts Annual & SS756101 Sewer Utility Relocation). The original budget amount is \$508,606.82.



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15. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project No. P027198; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Patterson Road and Caroline Road in Richland County, as requested by Columbia Water. Award to SCDOT in the amount of \$568,649.57

Funding Source: Water Improvement Fund – Utility Conflicts FY 21/22 CIP (WM225522 Utility Conflicts Annual & SS756101 Sewer Utility Relocation). The original budget amount is \$568,649.57.

16. Council is asked to approve a new Professional Services Contract for Project SD8503-02; Rocky Branch Saluda Bypass and Whaley and Main Improvements, as requested by Columbia Water on April 24, 2024. Award to ESP Associates, Inc., in an amount not to exceed \$6,750,000.00. The initial term of the agreement will take effect upon issuance of a Notice to Proceed with an end date six years from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Stormwater Improvement Capital Project Control - Rocky Branch Bypass - Capital Project Costs (5549999-SD850302-658650). The original budget amount is \$6,750,000.00.

This is a Mentor Protégé Program project. ESP Associates, Inc., is the mentor and will be providing design document, supporting models, reporting, and technical and administrative services at 75.20% (\$5,075,829.00) of the total contract amount.

Hybrid Engineering, Inc., located in Columbia, SC, is the protégé and will provide project administration, construction administration, structural design, permitting assistance and project close out services at 22.33% (\$1,507,171.00) of the total contract amount.

The following subconsultant will provide additional services:

WSP USA Environment and Infrastructure, Inc., located in West Columbia, SC, will provide environmental assessment and environmental permitting services at 2.47% (\$167,000.00) of the total contract amount.

17. Ordinance No.: 2024-024 - Granting an encroachment to Silver Hills Development, Inc., for the use of the right of way areas of the 1200 block of Huger Street and the 400 block of Washington Street for the installation and maintenance of sidewalks, on-street parking spaces, landscaping and irrigation adjacent to 418 Washington Street, Richland County TMS# 08912-13-02

First reading approval was given on May 7, 2024.



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18. Ordinance No.: 2024-033 - Amending Ordinance 2024-006 granting an encroachment to State Capitol Hotel, LLC, for use of the right of way areas of the 1200 block of Main Street and the 1200 block of Gervais Street for the installation and maintenance of a ramp and stairs and the replacement of current railings adjacent to 1200 Main Street, TMS# 09013-07-08

First reading approval was given on May 7, 2024.

RESOLUTIONS

19. Resolution No.: R-2024-029 - Authorizing the City Manager to execute a License Agreement between the City of Columbia and T-Mobile Northeast, LLC for use of the Columbia Water Horrell Hill Elevated Water Storage Tank Site
20. Resolution No.: R-2024-027 - Annexing Circlevue Road, Richland County TMS #09203-01-24

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

21. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road; TMS# 09203-01-01 and 09203-01-24, and 07415-02-02

Ordinance No.: 2024-027 - Annexing into the City of Columbia, South Carolina, 103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road; TMS# 09203-01-01 and 09203-01-24, and 07415-02-02 and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classifications of Urban Core Residential Small Lot (UCR-1) and Transitional/Sensitive Lands (T/S), and assign zoning of Residential Single Family Small Lot District (RSF-3); portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned AG and R4 by Richland County.

Applicant: Contender Property Holdings, LLC; Jacob Epstein; BGNI Investments, LLC; and DMH Equities, LLC; City of Columbia

Staff Recommendation: Approval

PC Recommendation: 11/9/2023; Approval (7-0)



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22. **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 4012 Farrow Road, TMS# 11606-05-27**

Ordinance No.: 2024-036 - Annexing 4012 Farrow Road, TMS# 11606-05-27 into the City of Columbia, South Carolina, Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 2

Request to annex the property, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Neighborhood Activity Center/Corridor District (NAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Capitol City Lodge #47, Prince Hall, Free and Accepted Mason

Staff Recommendation: Approval

PC Recommendation: 4/11/2024; Approval (7-0)

23. **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend modification of height in the OV-ID (Innovista Design Overlay)**

Ordinance No.: 2024-038 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Ordinance), Article 3: Zoning Districts, Sec. 17-3.7, Overlay Districts, (g) OV-ID: Innovista Design Overlay District

Proposal: Amendment to the Unified Development Ordinance, Chapter 17, Article 3: Innovista Design Overlay District (OV-ID) to remove the modification of permitted height in the OV-ID for buildings within 300 feet of an OV- HP (Historic Preservation) District.

Applicant: Mayor Daniel J. Rickenmann

Staff Recommendation: Council Member Sponsored

PC Recommendation: 4/11/24; Approval (7-0)

ORDINANCE - FIRST READING

24. **Ordinance No.: 2024-042 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Brittany Jackson for the sale of property located at 5208 Randall Avenue, Richland County TMS #11701-06-05**



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EVENT RESOLUTIONS

25. Resolution No.: R-2024-016 - Authorizing consumption of beer and wine only at Carolina's Caribbean Culture Festival in the 2000 block of Marion Street between Calhoun Street and Elmwood Avenue on Saturday, June 8, 2024 with a rain contingency date of Saturday, July 13, 2024
26. Resolution No.: R-2024-025 - 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 26, 2024 with a rain contingency date of Sunday, October 27, 2024
27. Resolution No.: R-2024-035 - Ratifying the Approval of Resolution No.: R-2024-032 - Authorizing the consumption of beer, wine and liquor within Coble Plaza, located at 211 Gervais Street, adjacent to Edventure Museum for Jim Clyburn's World Famous Fish Fry on Friday, May 17, 2024

OTHER MATTERS

28. Fiscal Year 2024/2025 Special Revenue Allocations - Ms. Missy Caughman, Budget, Program Management and Grants Director

CITY COUNCIL COMMITTEE REPORTS, REFERRALS AND NEW BUSINESS

29. Council is asked to refer review of the City's policy related to the collection of yard debris and trash (or garbage) for commercial and nonprofit businesses to the Health Social and Environmental Affairs Committee, as requested by The Honorable Tina N. Herbert.

PUBLIC INPUT

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

EXECUTIVE SESSION

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

Deborah Mungo v. City of Columbia



**COLUMBIA CITY COUNCIL MEETING AGENDA
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31. Discussion of the employment of an employee pursuant to S.C Code §30-4-70(a)(1)

*City Manager and City Attorney Evaluations
Municipal Court*

ADJOURNMENT



MEETING DATE: May 21, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the May 7, 2024
Budget Workshop and Council Meeting Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_05072024_BWS (PDF)
- **#b:** MN_05072024 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 7, 2024

The Columbia City Council conducted a Budget Workshop on Tuesday, May 7, 2024 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:34 p.m. and the following members of Council were present: The Honorable William Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Edward McDowell, Jr. was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Peter M. Brown offered the invocation.

CITY COUNCIL DISCUSSION

1. Fiscal Year 2024/2025 Proposed General Fund Budget - Ms. Missy Caughman, Budget, Program Management & Grants Director

Ms. Teresa Wilson, City Manager reviewed budget preparations for the fiscal year 2024-2025, aiming for approval before July 1. The proposed general fund budget largely maintains the status quo, focusing on completing ongoing projects aligned with strategic outcomes. While there are financial constraints, efforts are being made to ensure that essential public services are not compromised. Additionally, there's a focus on funding key initiatives discussed in recent retreats, such as catalyst projects for economic development and housing. She emphasized the importance of aligning the budget with ongoing priorities. The proposed budget is straightforward and lean, aiming to fulfill commitments made over the past two years.

Ms. Missy Caughman, Budget, Program Management & Grants Director provided an overview of the city manager's proposed budget for the fiscal year 2024-2025, focusing on the general fund. The proposed budget anticipates a \$7 million increase in total revenues, primarily driven by growth in property taxes, licenses, permits, and transfers. The budget aims to align with city council's strategic outcomes, balance short-term needs with long-term goals, address ongoing commitments, and prioritize essential services while managing costs. The budget assumptions include maintaining service levels, fiscal stability, and alignment with strategic objectives. Prioritization of funding is crucial due to limited resources.



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There was discussion about parking rates and the parking rate increase going into effect in January 2025. There was also discussion about the current American Rescue Plan Act (ARPA) funding and how that revenue will be maintained going forward.

Mr. Jeff Palen, Assistant City Manager / Chief Financial Officer reviewed property assessments and development incentive projects and their impact on future tax revenues.

There was discussion about the reassessment process, anticipated growth in property tax revenues, and adjustments to the tax millage rate.

Ms. Missy Caughman, Budget, Program Management & Grants Director reviewed expenditure increases for various departments. The budget includes funding for capital lease proceeds, debt service, and capital equipment replacement to sustain city infrastructure and services. Budget workshops are scheduled for May 14, 2024 and May 21, 2024, with the public hearing and first reading planned for early June. We still need to bring forward the water and sewer, storm water, and parking funds. Overall, the proposed budget emphasizes strategic alignment, fiscal responsibility, and investments in essential services and infrastructure to support the city's growth and development.

There was consensus of Council to review the parks and recreation capital improvement projects along with recommendations and to survey youth regarding programming at parks.

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 2:15 p.m. for the discussion of Item 2 as outlined below and on the regular meeting agenda as Item 34.

2. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - *Brittanny Ruffin v. Kevin Davis and the City of Columbia*
 - *Sherman Green v. City of Columbia and George Simpson*
 - *Ameer Bagley v. City of Columbia*
 - *Kathryn Smith vs USC, Planning Commission and City of Columbia*



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The meeting was adjourned at 3:15 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 7, 2024

The Columbia City Council conducted a meeting on Tuesday, May 7, 2024 at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:02 p.m. and the following Council members were present: The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Edward H. McDowell, Jr., The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. Jr. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to reflect the order of the meeting.

PLEDGE OF ALLEGIANCE

INVOCATION

The Honorable Peter M. Brown offered the invocation

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Rickenmann and seconded by Mr. Brennan, Council voted unanimously to adopt the agenda subject to the following amendments:

- Amend **Item 6** to read Economic Development Week Proclamation.
- Add National Police Week Proclamation as the first presentation.
- Approve **Consent Agenda Items 10** through **24**.
- Amend **Item 33** to read Council is asked to refer the consideration of the establishment of an Ad Hoc Committee that will provide specific policy recommendations for the neighborhoods most impacted by gentrification, investor ownership, and student rentals, to promote smart and purposeful growth in order to enhance the quality of life within our communities to the Community Development Committee, as requested by The Honorable Tyler D. Bailey.
- Add the Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2) - DMH Surplus Property to Executive Session.

APPROVAL OF MINUTES

1. Council is asked to approve the April 16, 2024 Budget Workshop Minutes and City Council Meeting Minutes. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve the April 16, 2024 Budget Workshop Minutes and City Council Meeting Minutes.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 7, 2024

PRESENTATIONS

2. Professional Municipal Clerk's Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed May 5 – 11, 2024 as Professional Municipal Clerk's Week in the City of Columbia.

3. National Police Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed May 10 - 16, 2024 as National Police Week in the City of Columbia.

4. National Bike Month and Bicycle Safety Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed May 2024 as National Bike Month and Bicycle Safety Month; May 5, 2024 as National Ride a Bike Day; the week of May 13-19, 2024 as Bike to Work Week; and May 17, 2024 as Bike to Work Day in the City of Columbia.

Ms. Lucinda Statler, Planning Administrator/Planning and Development Services Department thanked the Mayor and City Council for their support of the cycling community in Columbia. As we continue to provide safe and connected facilities for vulnerable road users, we can grow the cycling community. She highlighted the installation of the Calhoun Street bike lanes, the grant agreement for Safe Streets and Roads For All, and the May 2024 Bike Month event calendar.

5. National Historic Preservation Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor and the 2024 Mabel Payne Historic Preservation Award - Ms. Amy Moore, Principal Planner / Planning and Development Services Department

Mayor Rickenmann and the members of City Council proclaimed May 2024 as National Preservation Month in the City of Columbia.

Mayor Rickenmann said this is timely because we've been having discussions about the key role Columbia has played in history. From the beginning of our birth as a nation all the way through the Civil Rights Movement, Columbia has not seen a lot of the recognition that it should for its role in US history. We're going to be concentrating as a Council along with Dr. Donaldson and others, on preserving and showcasing our history.



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Ms. Amy Moore, Principal Planner / Planning and Development Services Department shared the May 2024 event calendar. With the assistance of Historic Columbia, we are rolling out information on the recently completed Economic Impact Study, which explores the ways in which historic resources benefit our community. Each year, as a part of Preservation Month, we give out the Mabel Payne award. Mabel Payne was a city employee whose work in the 1950's documenting and preserving historic structures serves as the foundation for the preservation of so much what we enjoy today. Our award winners, their work and their example has had a significant impact on Columbia through their outstanding efforts in education, leadership, conservation, or stewardship of the city's resources. This year, we are proud to announce that our award recipient for conservation and stewardship is Todd Avant of Avant Holdings.

6. Economic Development Week Proclamation – The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed May 6-10, 2024 as Economic Development Week in the City of Columbia.

Ms. Felicia Maloney, Executive Director of the Columbia Empowerment Zone said thank you for recognizing Economic Development Week. I'd like to invite you to join us tomorrow for a press conference and another announcement about our Business Retrofit Incentives through Energy Savings (BRITES) Program at the Historic Hoffman House on North Main. We're having a re-grand opening and ribbon cutting for two small businesses.

Mayor Rickenmann recognized board members and staff of the Columbia Empowerment Zone. Our Empowerment Zone has done some incredible projects. If you look around the community, it continues to not be afraid to make the investment. Across the city, we're all working together on economic development but our professionals that we have from small business development, recruiters, and real estate are making sure that you have an opportunity to open your business. We've opened more small businesses in the last several years and it is fun to go to these openings because you're watching people's dreams.

7. Drinking Water Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann said we are fortunate in Columbia that we have such incredible drinking water and that is because of the hard working people making sure that happens. Since 1835, we have been providing incredible water here. We're excited to designate this week as Drinking Water Week and know that our number one priority is that we protect our natural resources.



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Mayor Rickenmann and the members of City Council proclaimed May 5-11, 2024 as Drinking Water Week in the City of Columbia.

Mr. Clint Shealy, Assistant City Manager of Columbia Water recognized his team and thanked them for their great work: Tiffany Latimer, Director of Customer Service; Cory Jarels, Lake Murray Water Plant Superintendent; Jeremy Yates, Field Operations Manager of Water Distribution and Wastewater Collection; Trey Varn, Drinking Water Operations Manager; Tyler Dillman, Superintendent of the Historic Canal Water Treatment Plant; Benjamin Wildt, Communications Manager; and Alejandra Beier, Drinking Water Compliance Manager.

8. Senior Resources Older Americans Month - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed May 2024 as Senior Resources Older Americans Month in the City of Columbia.

Mayor Rickenmann said Andrew, we can't thank you enough for what you all continue to do. Having had the privilege to go on Meals on Wheels and seeing that interaction was great but the excitement for me really was the revitalization of the Lourie Center. It has been one of the more positive things that I've seen happen. I'm hearing it from people when I walk in the street or at the grocery store. We really appreciate what you're doing in our community.

Mr. Andrew Boozer, Executive Director of Senior Resources said thank you Mayor and thank you Council. The support that you are giving to Senior Resources is being felt by seniors in each one of your districts when we're delivering meals every day, walking through the doors of the Lourie Center or the Tillis Center, or any other opportunities to impact lives. Our goal is to be the number one city in the state for retirement. We are thankful for this designation as we join cities and municipalities around the country in declaring May as Older Americans Month. We would also like to invite you to the Lourie Center, which is having its Summer Open House on May 16, 2024.

9. March Madness Update - Mr. Bill Ellen, President & CEO / Experience Columbia SC and Mr. Scott Powers, Executive Director / Experience Columbia SC Sports

Mr. Bill Ellen, President & CEO / Experience Columbia SC said thank you for interest in bringing March Madness back to our city. March Madness is the NCAA's collegiate basketball national championship tournament. We were fortunate to host rounds one and two of the event back in 2019. It generated \$11.9 million in local economic impact for a four-day event. It was a great way to highlight our city. We didn't win the bid for 2023-2026. Now we're in the next bid period to host for 2027 or 2028. We submitted a bid in February and we're going to find out in October.



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Mr. Scott Powers, Executive Director / Experience Columbia SC Sports said in years past the NCAA has had a four year bid cycle. This year, the new president moved that to a two year bid cycle. We are currently in the first round of Q&A's with the NCAA who sent a spreadsheet with questions that they had about our bid. We are in the process of answering those questions and sending it back. They want to make sure every community can put together the most concise bid. The NCAA wants the student athletes to have the best experience they possibly can. We will find out all 89 championships across the NCAA for 2026-2027 and 2027-2028 on October 2, 2024.

CONSENT AGENDA ITEMS 10 THROUGH 24

Upon a single motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve the **Consent Agenda Items 10 through 24**.

10. Council is asked to approve the Purchase of Cisco Security Licenses and Subscriptions, as requested by the Information Technology Department on March 4, 2024. Award to SHI International, using the SC State Contract in the amount of \$73,287.24. This vendor is located in Piscataway, NJ. - *Approved*

Funding Source: Information Technology - Maintenance & Service Contract (1011120-632170). The original budget amount is \$73,287.24.

11. Council is asked to approve the Purchase of Trend Micro Protection Complete Suite, as requested by the Information Technology Department on April 2, 2024. Award to SHI International, using the Omnia Partners Cooperative Contract in the amount of \$91,897.64. This vendor is located in Piscataway, NJ. – *Approved*

Funding Source: Information Technology - Maintenance & Service Contract (1011120-638200). The original budget amount is \$91,897.64.

12. Council is asked to approve Reimbursement of the November 7, 2023 Municipal Election Expenses to Richland County Elections & Voter Registration in the amount of \$139,008.07. – *Approved*

Funding Source: Citizens Support Services - Election Expense (1011119-637100) - The original budget amount is \$160,000.00.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 7, 2024**

13. Council is asked to approve the Purchase of a Prefabricated External Restroom Facility for Owens Field Park, as requested by the Parks and Recreation Department on April 3, 2024. Award to CXT Inc., using the Sourcewell Cooperative Contract in the amount of \$231,574.00. This vendor is located in Columbia, SC. – *Approved*

Funding Source: General Capital Projects - Owens Field Park - Capital Project Cost (4039999-PK006705-658650). The original budget amount is \$231,574.00.

14. Council is asked to approve funding for Video Security Camera Services, as requested by the Columbia Police Department on March 8, 2024. Award to Motorola Solutions, Inc., in the amount of \$1,531,476.00 for year two (2) of the five (5) year initial term. This vendor is located in Lexington, SC. – *Approved*

Funding Source: Police Administrative Services - Computer Elect/Equipment - Capital (1012402-658600). The original budget amount is \$1,531,476.00 for year 2.

15. Council is asked to approve the Purchase of Two (2) 2024 Peterbilt Side Loaders for the Solid Waste Division, as requested by Fleet Services on April 11, 2024. Award to Hunter Truck Sales, using the Sourcewell Cooperative Contract in the amount of \$733,212.70. This vendor is located in Smithfield, PA. – *Approved*

Funding Source: Capital Replacement; Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$733,212.70.

16. Council is asked to approve Contract Amendment #2 for Project SS7565; Lower Kinley Creek Sewer Improvements, as requested by Columbia Water on March 25, 2024. Award to Weston & Sampson Engineers, Inc., in an amount not to exceed \$421,300.00. The current term of the contract ends on June 30, 2025 and this amendment extends the contract to June 30, 2026. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects - Lower Kinley Creek Sewer Improvements - Capital Project Costs (5529999-SS756501-658650). The current budget amount is \$821,580.00. The budget amount for this amendment is \$421,300.00. The total revised budget amount is \$1,242,880.00.

This is a Clean Water 2020 project and a Mentor Protégé Program Project. Weston & Sampson Engineers, Inc. is the mentor and will provide project management, engineering design, permitting, bidding and award services at 79.71% (\$335,800.00) of the amendment amount.

Carper Civil Consulting, a Minority Business Enterprise (W) located in Columbia, SC, is the protégé and will provide project administration, engineering design, and management of subsurface utility engineering, wetland delineation, and geotechnical investigation services at 20.29% (\$85,500.00) of the amendment amount.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 7, 2024**

17. Council is asked to approve a new Sole Source Contract for an Alfa Laval Centrifuge, as requested by Columbia Water on April 18, 2024. Award to Alfa Laval Inc., in the amount of \$998,000.00. The initial term of the contract will take effect upon issuance of the Notice to Proceed with the option to renew for one (1) additional one-year period. This vendor is located in Chesapeake, VA. – *Approved*

Funding Source: Water & Sewer Capital Projects - Train 2 Aeration & Dewatering - Capital Project Costs (5529999-SS764501-658650). The original budget amount is \$998,000.00.

18. Council is asked to approve a new Construction Contract for the Granby Park Canal Improvements, as requested by Columbia Water on February 2, 2024. Award to Williams Infrastructure, LLC, in an amount not to exceed \$1,940,380.22, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date two hundred ten (210) days from commencement. This contractor is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Improvements Capital Project Control - Granby Park - Capital Project Costs (5549999-SD841801-658650). The original budget amount is \$1,940,380.22.

Williams Infrastructure, LLC, is the prime contractor and will provide grading services at 17.11% (\$276,623.52) of the total contract amount.

The following subcontractor will provide the following services/supplies:

Hammerhead Utilities, located in Chapin, SC, will provide grading, storm drain, and concrete construction services at 82.89% (\$1,340,360.00) of the total contract amount.

19. Ordinance No.: 2024-032 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23 Utilities and Engineering, Article VII, Stormwater Management, 23-205, Stormwater service charge rates – *Approved on second reading.*

First reading approval was given on April 16, 2024.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 7, 2024**

20. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1101 Kinley Road; TMS #05000-04-07 – *Approved on second reading.*

Ordinance No.: 2024-030 - Annexing 1101 Kinley Road, Richland County TMS #05000-04-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 1

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Community Activity Center/Corridor District (CAC) for a pending annexation. The property is currently classified as Neighborhood (Medium Density), in a Priority Investment Area, and zoned Residential Transition (RT) by Richland County.

Applicant: Kendra M. Rice and Melvin D. Rice, Jr. / KRC Services, LLC

Staff Recommendation: Approval

PC Recommendation: 3/14/2024; Approval (6-0)

First reading approval was given on April 16, 2024.

21. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 4543 Broad River Road; TMS# 06205-02-12 – *Approved on second reading.*

Ordinance No.: 2024-029 - Annexing 4543 Broad River Road, Richland County TMS #06205-02-12 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map- Approved on second reading.

Council District: 1

Proposal: Request to annex the property, assign land use classification of Community Activity Corridor (AC-2) and Urban Edge Mixed Residential (UEMR), and the assign zoning of Employment Campus District (EC) and Residential Mixed District (RM-2), for a pending annexation. The property is currently classified as Mixed Use Corridor and Mixed Residential (High Density) and zoned Residential 6 (R6) by Richland County.

Applicant: Nell D. Bailey

Staff Recommendation: Approval

PC Recommendation: 3/14/2024; Approval (6-0)

First reading approval was given on April 16, 2024.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 7, 2024**

22. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 500 Spears Creek Church Road; TMS# 25700-02-14 – *Approved on second reading.*

*Ordinance No.: 2024-028 - Annexing 500 Spears Creek Church Road, Richland County TMS #25700-02-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.
Council District: 4*

Proposal: Request to annex the property, assign land use classification of Urban Edge Community Activity Center (UEAC-1) and assign zoning of Institutional - General District (INS-GEN) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Light Industrial (M-1) by Richland County.

Applicant: Richland School District Two

Staff Recommendation: Approval

PC Recommendation: 3/14/2024; Approval (6-0)

First reading approval was given on April 16, 2024.

23. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2.65 acres S/S Jacobs Mill Pond Road; TMS# 28900-03-11 – *Approved on second reading.*

Ordinance No.: 2024-027 - Annexing 2.65 acres S/S Jacobs Mill Pond Road, Richland County TMS #28900-03-11 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 4

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

Applicant: Woodcreek Development, LLC f/k/a Woodcreek Development Partnership

Staff Recommendation: Approval

PC Recommendation: 3/14/2024; Approval (6-0)

First reading approval was given on April 16, 2024.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 7, 2024**

24. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 507, 507A, 509, 505U, and 513U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028, and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road, and 0.01 acre E/S Fernandina Road; TMS# 04913-01-01, 04913-01-06, 04913-01-07, 04913-01-08, 04913-01-09, and 04914-01-01 – *Approved on second reading.*

Ordinance No.: 2024-013 - Annexing 507, 507A, 509, 505 U and 513 U Piney Grove Road, 0.13 acre and 9.64 acres W/S Piney Grove Road, 4010, 4028 and 4032 Fernandina Road, 0.07 acre N/S Fernandina Road and 0.01 acre E/S Fernandina Road, Richland County TMS #04913-01-01, TMS #04913-01-06, TMS #04913-01-07, TMS #04913-01-08, TMS #04913-01-09 and TMS #04914-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Council District: 1

Proposal: Request to annex the property, assign the land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (GC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Costco Wholesale Corporation

Staff Recommendation: Approval

PC Recommendation: 2/8/2024; Approval (5-0)

First reading approval was given on March 19, 2024.

ORDINANCES - FIRST READING

25. Ordinance No.: 2024-024 - Granting an encroachment to Silver Hills Development, Inc., for the use of the right of way areas of the 1200 block of Huger Street and the 400 block of Washington Street for the installation and maintenance of sidewalks, on-street parking spaces, landscaping and irrigation adjacent to 418 Washington Street, Richland County TMS# 08912-13-02 – *Approved on first reading.*

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2024-024 - Granting an encroachment to Silver Hills Development, Inc., for the use of the right of way areas of the 1200 block of Huger Street and the 400 block of Washington Street for the installation and maintenance of sidewalks, on-street parking spaces, landscaping and irrigation adjacent to 418 Washington Street, Richland County TMS# 08912-13-02.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 7, 2024

26. Ordinance No.: 2024-033 - Amending Ordinance 2024-006 granting an encroachment to State Capitol Hotel, LLC, for use of the right of way areas of the 1200 block of Main Street and the 1200 block of Gervais Street for the installation and maintenance of a ramp and stairs and the replacement of current railings adjacent to 1200 Main Street, TMS# 09013-07-08 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2024-033 - Amending Ordinance 2024-006 granting an encroachment to State Capitol Hotel, LLC, for use of the right of way areas of the 1200 block of Main Street and the 1200 block of Gervais Street for the installation and maintenance of a ramp and stairs and the replacement of current railings adjacent to 1200 Main Street, TMS# 09013-07-08.

EVENT RESOLUTIONS

27. Resolution No.: R-2024-028 - Authorizing consumption of beer, wine and liquor at Taste of Black Columbia in the 1100 block of Hampton Street between Assembly Street and Main Street on Friday, May 17, 2024 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2024-028 - Authorizing consumption of beer, wine and liquor at Taste of Black Columbia in the 1100 block of Hampton Street between Assembly Street and Main Street on Friday, May 17, 2024.

APPOINTMENTS

28. Climate Protection Action Committee

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve the appointment of Julie Seel, Lesley Cline, Joyce Rose-Harris and Benjamin Marosites to the Climate Protection Action Committee for a three year term.

29. Columbia Town and Gown Council

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve the appointment of Andrew Thompson as a hospitality representative; Michael Anzelmo, Robby Thomas, Dr. Bambi Gaddist, and Chris Harris as residential representatives; and Kyle Brantley as the USC representative to the Columbia Town and Gown Council.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 7, 2024**

30. Hospitality Tax Advisory Committee

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve the appointment of Amy Beth Franks as a restaurateur to the Hospitality Tax Advisory Committee for a three year term.

CITY COUNCIL COMMITTEE REPORTS, REFERRALS, AND NEW BUSINESS

31. Council is asked to refer the Fighting Hate on Main Street Municipal Toolkit to the Public Safety Committee for review, as requested by The Honorable Daniel J. Rickenmann, Mayor.

Mayor Rickenmann said the Municipal Toolkit enhances some existing ordinances that we have but also addresses things like flyers that are being used to intimidate and to create hate. A lot of communities are adopting this. In today's time, we want to make sure we have every toolkit in our pocket to combat fighting any hate crime that is in our community.

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve the referral of the Fighting Hate on Main Street Municipal Toolkit to the Public Safety Committee.

32. Council is asked to refer the Joe Azar Memorial Garden proposal to the Administrative Policy Committee, as requested by The Honorable Edward H. McDowell, Jr.

Councilor McDowell reminded the Council of the following pending referrals: naming of the Leroy Moss Community Center; Sara Nance Resource Center; Virginia Bedford Center; and a policy for proclamations and keys to the city.

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve the referral of the Joe Azar Memorial Garden proposal to the Administrative Policy Committee.

33. Council is asked to refer the establishment of an Ad Hoc Committee that will provide specific policy recommendations for the neighborhoods most impacted by gentrification, investor ownership, and student rentals to the Community Development Committee, as requested by The Honorable Tyler D. Bailey.

Councilor Bailey said this is the continued effort to promote growth and to make sure we're taking a look at issues that are affecting the market.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 7, 2024

Councilor Brown said the Missing Middle Market Housing Study, which was presented to the Economic Development and Infrastructure Committee is going to be an amazing road map for growth in Columbia. We have to be able to follow a process to look at all the areas in Columbia: parking lots, empty lots, and neighborhoods that have been traditionally left behind without any development.

Councilor McDowell said that's what the Mayor and I have vehemently discussed. We've got more land than we've got houses. It is extremely important that bring folks in and find those lots and pieces of property that are available for houses.

Councilor Herbert said we've been looking at the proper restrictive covenants dealing with any residential properties that we own. There are different avenues that we can use to make sure that we protect communities from gentrification. She announced that the next meeting with the churches is scheduled for June 26, 2024 at Busby Street Community Center.

Mayor Rickenmann said creating an ad hoc committee is a good step forward. We also want to make sure that people understand that we're not going backwards. Some people thought we were stepping back into redlining. It's important because we have an aging population and we have different housing needs than we did 20 years ago. Understanding how many empty lots we have, who owns those, and working with them to put families, individuals and seniors back in neighborhoods. We have opportunities to solve our housing crisis.

Upon a motion made by Mr. Bailey and seconded by Mayor Rickenmann, Council voted unanimously to refer the consideration of the establishment of an Ad Hoc Committee that will provide specific policy recommendations for the neighborhoods most impacted by gentrification, investor ownership, and student rentals, to promote smart and purposeful growth in order to enhance the quality of life within our communities to the Community Development Committee, as requested by The Honorable Tyler D. Bailey.

34. Council is asked to refer the use of technology as an alternative to high speed pursuits to the Public Safety Committee, as requested by The Honorable Tyler D. Bailey.

Councilor Bailey highlighted a recent tragedy that has drawn attention to police pursuits, emphasizing the need for alternative methods to apprehend suspects while ensuring public and officer safety. He proposed exploring technologies like Star Chase Technology, a GPS-mounted device launched from police vehicles during pursuits, and the Grappler. He asked the Public Safety Committee to investigate these technologies, conduct tests, evaluate associated costs for updating the fleet, and potentially implement a pilot program.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 7, 2024

Mayor Rickenmann requested to amend the referral to include the city's continued pursuit of red light and speed cameras. He said there are some efforts for governments to come together push a legislative effort at the state level. Communities are doing this to prevent a lot of accidents and to slow down school zones and high speeds in neighborhoods.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to refer the use of technology as an alternative to high speed pursuits to the Public Safety Committee, as amended to include the city's pursuit of red light and speed cameras.

Councilor Herbert requested data that shows how Columbia performed with high speed pursuits.

Councilor Brennan said the next Public Safety Committee Meeting is tentatively rescheduled for Tuesday, May 21, 2024 at 11:00 a.m.

Mayor Rickenmann announced that the Columbia Police Department and the Columbia Parks Foundation will be having their third annual Police, Parks, and Pedals event on Saturday, May 18, 2024 at Rosewood Park.

PUBLIC INPUT

Mr. John Crangle expressed concerns about those injured or lives lost in law enforcement related pursuits. We have made a lot of progress a in the 61 years I have been in Columbia. It's very different and a much better city than when I came here. We still have the opportunity to do better.

EXECUTIVE SESSION

Upon a motion made by Mr. Bailey and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 5:24 p.m. for the discussion of item and the discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2) - DMH Surplus Property, as amended.

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

Per- and Polyfluoroalkyl Substances (PFAS)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 7, 2024**

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

Brittanny Ruffin v. Kevin Davis and the City of Columbia

Sherman Green v. City of Columbia and George Simpson

Ameer Bagley v. City of Columbia

Kathryn Smith vs USC, Planning Commission and City of Columbia

ADJOURNMENT

The meeting was adjourned at 6:43 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



MEETING DATE: May 21, 2024

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

FOCUS AREAS: Beautification and Appearance, Built
Infrastructure, Safe Communities, Vibrant
Community

ATTACHMENTS:

- **#a:** National Public Works Week May 2024 (DOCX)



**City of Columbia
A Proclamation**

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Columbia, SC; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Columbia to gain knowledge, maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, all citizens are encouraged to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute and recognize the substantial contributions of our public works professionals, engineers, managers, and employees; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association and

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

May 19-25, 2024 as National Public Works Week

Daniel J. Rickenmann
Mayor

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: May 21, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Recognition of Lieutenant Fred Bryant - Mr.
William "Skip" Holbrook, Police Chief /
Columbia Police Department

**FUNDING SOURCE &
ORIGINAL BUDGET:**



MEETING DATE: May 21, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Introduction of the ColaEats Collaborative - Ms. Ashley Page Bookhart, Columbia Food Policy Committee

FUNDING SOURCE & ORIGINAL BUDGET:



MEETING DATE: May 21, 2024

DEPARTMENT: Office of Business Opportunities

FROM: *Ayesha Driggers, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for the Columbia Historic Black Business District Juneteenth Premiere, as requested by the Office of Business Opportunities on May 6, 2024. Award to Dapper & Distinguished Gentlemen in the amount not to exceed \$167,200.00. The term of the contract is May 22, 2024 through July 31, 2024. This firm is located in Columbia, SC

FUNDING SOURCE & ORIGINAL BUDGET: Tourism and Development

FOCUS AREAS: Economic Growth

ATTACHMENTS:

- **#a:** Columbia Historic Black Business District Juneteenth Premiere memo (DOCX)
- **#b:** APPROVED - Juneteenth Contract (PDF)



Office of Business Opportunities
1401 Main Street, Columbia, SC 29201 • Phone: 803-545-3950

Date: May 17, 2024

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council

CC: Ms. Teresa Wilson, City Manager
Ms. Missy Gentry, Assistant City Manager

FROM: Ms. Ayesha Driggers, Director, Office of Business Opportunities

RE: Columbia Historic Black Business District Juneteenth Premiere

Recommend approval to enter into a contract with Dapper and Distinguished Gentlemen for the Columbia Historic Black Business District Juneteenth Premiere on June 18 – 19, 2024. This event is designed to celebrate, educate, and inspire by honoring the legacy of Black entrepreneurship, culture, and art of the city of Columbia, SC. This two-day event will feature an entrepreneurial summit, a film viewing, live band performances, and an array of activities that showcase the richness of African American culture and business acumen. This event aims to create a platform that fosters community engagement, economic empowerment, and cultural appreciation, aligning with the values and interests of local government agencies and businesses.

CONTRACT

Dapper and Distinguished Gentlemen will enter into a professional services agreement with the City of Columbia. The contract period is May 22, 2024, through July 31, 2024. The City will make one payment of \$167,200, subject to modification, depending on the final cost of the event venues being used, which will be deducted from the payment amount for this agreement and paid directly by the City. In addition, the Consultant has agreed other costs associated with the Black Business District Juneteenth Premier (such as but not limited to receptions will be covered outside of this contract). Full contract attached.

FUNDING SOURCE

Tourism and Development Funds will be used to fund this program.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto, by and between the **City of Columbia** (hereinafter called the "City") and **Dapper & Distinguished Gentlemen** (hereinafter called the "Consultant"), to provide the services herein described.

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

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth in Appendix A.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any City control over the details of Consultant's performance.

The Term of this Agreement shall begin once all parties have signed and through the contract period.

3. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt and approval of an invoice, the City will make one (1) payment to Consultant to provide all work described in Appendix A. The estimated payment amount is \$167,200 but is subject to modification, depending on the final cost of the event venues being used, which will be deducted from the estimated payment amount for this agreement and paid directly by the City.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

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

6. COPYRIGHT

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

7. AMENDMENTS

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 parties, 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 parties.

8. ASSIGNABILITY/SUBCONTRACTING

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

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

9. INDEPENDENT CONSULTANT

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

10. TERMINATION OF AGREEMENT FOR CAUSE

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

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

11. TERMINATION FOR CONVENIENCE OF THE CITY

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

12. INTEREST OF CONSULTANT

The Consultant covenants that it 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 averse to the interests of the City of Columbia. 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 its 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.

13. ETHICS

Consultant and any sub-consultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. 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.

14. INDEMNIFICATION

The Consultant shall indemnify, defend, hold harmless and reimburse the City, its other agents and employees from and against any and all losses, liabilities, expenses, and all claims for damages relating to or arising out of the performance or failure to perform by Consultant, its sub-Consultants, officers, agents and employees of any of the Consultant's obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees.

The Consultant shall 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 join in the defense.

15. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, gender identity, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 nondiscrimination clause. The Consultant will incorporate these requirements in all subcontracts for program work.

16. SEVERABILITY

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

17. COMPLIANCE WITH LOCAL LAWS

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

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 the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

18. PERSONNEL

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

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Agreement.

19. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

WHEREFORE, the City and the Consultant have entered into this Agreement as of the date of the last signature below.

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

CITY OF COLUMBIA

5/16/2024

ITNESS AS TO CITY

BY: Teresa B. Wilson

Tasha Watson

Print Name

ITS: City Manager

Signature:

Signature:

DATE:

DATE:

WITNESS AS TO CONSULTANT

**DAPPER & DISTINGUISHED
GENTLEMEN**

BY: Deon Generette

Print Name

Signature:

TITLE: Founder

Signature:

DATE:

DATE:

APPENDIX A - Scope of Work

City of Columbia Agreement with the Dapper & Distinguished Gentlemen

The Columbia Historic Black Business District Juneteenth Premiere is a transformative community event slated for June 18-19, 2024, designed to celebrate, educate, and inspire by honoring the legacy of Black entrepreneurship, culture, and art of the city of Columbia, SC. This two-day event will feature an Entrepreneurial Summit, a film viewing, live band performances, and an array of activities that showcase the richness of African American culture and business acumen. We aim to create a platform that fosters community engagement, economic empowerment, and cultural appreciation, aligning with the values and interests of local government agencies and businesses.

Digital Marketing Campaign - \$69,200

- Utilize targeted advertising on social media platforms, including Facebook, Instagram, Twitter, and LinkedIn, focusing on demographics interested in entrepreneurship, business, film, television, and cultural events.
- Increase search engine marketing efforts to capture the interest of those searching for relevant Juneteenth events, cultural celebrations, entrepreneurship, and business.
- Create interactive content like behind-the-scenes looks, interviews, and previews of event highlights to build engagement and encourage sharing.

Traditional Media and Local Outreach - \$51,500

- Place localized TV and radio ads during peak times to maximize exposure within the Midlands and its surrounding areas.
- Collaborate with local businesses and community centers to distribute promotional materials and co-host smaller promotional events.

National Performer and Industry Expert Recruitment - \$41,200 (ORIGINALLY \$49,000- REDUCED BY \$7800 FOR VENUE)

- Secure national performers and renowned industry experts.
- Use the involvement of these high-profile figures in promotional materials to elevate the event's profile and attract a wider audience.

Security Services - \$5,300

- Contract with a security firm to provide security for entertainment for Day 1 and Day 2.

Contract Period: May 22, 2024 through July 31, 2024

Note: The estimated payment amount is \$167,200 but is subject to modification, depending on the final cost of the event venues being used, which will be deducted from the payment amount for this agreement and paid directly by the City. In addition, the Consultant has agreed other costs associated with the Black Business District Juneteenth Premier (such as but not limited to receptions will be covered outside of this contract).



MEETING DATE: May 21, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Business Licensing Software Management, as requested by the Finance Department on November 3, 2023. Award to HdL Companies, in an amount not to exceed \$135,943.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date three years from commencement and the option to renew for two additional one-year periods. This firm is located in Brea, CA.

REQUISITION NO.: R228046

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Business Licenses - Cloud Based Software Solutions (1011403-63170). The original budget amount is \$135,943.00.

CLEAN WATER 2020?: No

There were six (6) responses to RFP010-23-24-RMH, Business Licensing Software Management

ATTACHMENTS:

- **#a:** Council Memo for New Software Solution (PDF)
- **#b:** Final Contract Hd Companies RFP010-23-24-RMH (PDF)



Business Licensing Division, Finance Department
1136 Washington Street, First Floor Columbia, SC 29201 • Phone: 803-545-3345

Memo

To: City of Columbia Council

From: Kelly Smith, Business Licensing Administrator

RE: New Business Licensing Software Solution

Business Licensing is replacing the current software solution that is used to record licensing information, track payments, and issue licenses. Some of the capabilities the division is excited to rollout to our customers include, but are not limited to the following:

- Online payments of tourism development fees, hospitality tax, and business license tax
- Enhanced reporting
- Streamline application & renewal processes
- Self- reporting online portal with a new look and feel

The division looks forward to continuing to provide quality customer service on the new system in the new fiscal year.



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is being awarded under procurement method RFP010-23-24-RMH Business Licensing Software Management Systems.

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 the HdL Companies, hereinafter referred to as the “Contractor”, to provide a single, cloud-hosted business license software application 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 Contractor shall provide the scope of services more fully described in Exhibit A, attached hereto. The Contractor shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
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 this *Award* or a *Notice to Proceed* and a valid *Purchase Order from the City of Columbia* for an initial term of three (3) years, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Contractor under this Contract shall not exceed One Hundred Thirty-Five Thousand, Nine Hundred Forty Three Dollars and No/100 (\$135,943.00).
- B. 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 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.

C. Invoicing Procedure

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

D. 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 Contractor or Subconsultant) 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

7. 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 Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

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

Workers Compensation Insurance: The 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 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 Contractor's 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.

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Business Licensing Software Management Systems

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 Subconsultant 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*.

- B. 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 negligent action or negligent failure to act by Contractor, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, reasonable defense costs, reasonable legal fees and costs, and reasonable 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.

8. 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 answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- C. The Contractor shall procure a City of Columbia business license while performing services under this Contract as required by City's municipal code.

- 9. **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.

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

- A. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- B. 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 agreement.

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 Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the 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 final data, documents or other information of any description generated by the Contractor or any Subconsultant retained by the Contractor and part of the scope of services to be delivered to City as 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 final data, documents or other information of any description generated by the Contractor or any Subconsultant retained by the Contractor and part of the scope of services to be delivered to City as 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. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

City of Columbia

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

Hinderliter, de Llamas & Associates

Name: Contracts
 Title: Contract Administrator
 Address: 120 S State College Blvd
 Brea, CA 92821
 Phone: (714) 879-5000
 Fax: N/A
 Email: contracts@hdlcompanies.com

16. MISCELLANEOUS

- A. Nothing in this Contract 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 Contract. 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 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 Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor.

 The Contractor shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any Contracts 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.

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E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The 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 reasonable attorney's fees and the Contractor agrees to pay such reasonable 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 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.

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.

G. 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.

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

I. This Contract is subject to City Council approval.

J. The Contractor 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;

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

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

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor'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.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the 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.

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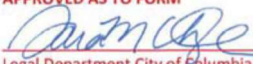
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
- O. City acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Contract, provided that such other public agency executes a separate Contract with Contractor wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate Contract are the responsibility of Contractor and such other public agency and not City.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

HdL Companies
Business Licensing Software Management Systems

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ Witness	_____ Teresa Wilson, City Manager APPROVED AS TO FORM  Legal Department City of Columbia, SC 05/03/2024	Date:
------------------------------------	--	---------------------

HdL COMPANIES

_____ Print: Name/Title (Corporate Seal) Attest	_____ Signature	Date:
_____ Signature	Date: _____	

HdL Companies
Business Licensing Software Management Systems

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

EXHIBIT A – SCOPE OF SERVICES

A. Licenses and Certifications.

Contractor shall be registered with the South Carolina Secretary of State's Office

The City of Columbia requires every person or business engaged in or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. A valid City of Columbia business license must be in place prior to issuance of a Notice to Proceed and valid City of Columbia purchase order. Business License inquiries, requirements, and application can be accessed at: <https://businesslicensing.columbiasc.gov/>

B. Project Specific Licenses and Certifications

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the City, state, county, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

C. Special Standards of Responsibility

There are no specific standards of responsibility required for this Contract.

D. Project Specific Scope of Services

The Business Licensing Software Management System must support the following activities:

1. Allow City staff to determine new business and renewal license fees with rate calculations done automatically, using NAICS classification codes.
2. Ability for clients to access an internet on-line payment module with 24 hour/7 days a week access for clients to make business license payments.
3. Contain a payment tracking capability allowing for multiple payments, with reporting and yearly audit trail history per account.
4. Ability to report audit adjustments for refunds and additional fees paid.
5. Automatically show the previous gross reported to allow users to immediately review the account for reporting inconsistencies (BL – annually; HT & TDF – monthly).
6. Automatically calculate penalties based on payment date, with the ability to override the amount due. Override capability will be based on user security level.
7. Ability to enter gross deductions and capture a reason for the allowed deduction as a required field.
8. Scanned documents – Allow for upload of scanned documents in various formats, and attachment of these documents to individual accounts.
9. Clearance Form History – Allow user to enter approved clearance form information in the business license account and upload the form to the account.
10. Account Activity History – Track all changes made to the accounts and show the user making the changes.
11. Email – Ability to store email addresses and generate email from the application manually and

automatically based on configurable triggers and email templates (with merged variable fields).
 Ability to send mass emails to accounts about important upcoming deadlines and delinquencies.
 Ability to include email attachments.

12. Refunds & Balances Due – Automatically produce Word document letters when a refund or balance due is processed at time of payment entry. Require a reason for the difference to print on the letter.
13. Allow the City to track business license status, including active, expired, closed, inactive, revoked, and pending documentation.
14. Allow processing of hospitality and tourism taxes on the business license accounts. Track processing, collection and any additional activity. Customer will be able to self-report their HT/TDF numbers.
15. License Activity Reporting – Standard reports and the ability for users to generate customized. Ability to report on geographical areas.
16. Ability to identify specific areas within the City (e.g. Vista, Five Points, City Center, Harbison) and extract statistical information for these areas (such as number and type of applicant, type of business, etc.).
17. Standard management reports and the necessary forms to bill (including but not limited to delinquent notices, HT & TDF forms, applicable permits, renewal reports, batch reporting, total paid BL fees, HT, TDF, penalties by month and year, totals by district, totals by in-city, totals by out-of-city, totals by business type, delinquency list) and issued licenses.
18. Ability to export reports in the following formats: Excel, Word and .pdf, with preview prior to printing or exporting. Reports should sort on user-defined columns when viewed in the system. Ability to perform drill downs to provide report details.
19. User Activity Reporting – The system will include reports that analyze user activity.
20. Search feature – Ability to search/inquire business license records by any information provided (i.e. Name of Business, Location of Business, Business Type, Business Code, and Business area/groups, Owners Name, Social Security or Federal ID Number, etc.). Wildcard search ability or partial name search.
21. Applications - Ability to print single applications and a mass printing bi-annually (annual renewals and 2nd notices). The mass printing will handle additional enclosures to accompany the application. Pre-printed forms will not be used; system will print graphics and text. Ability to send mass email applications or renewals to the email address on file on the user accounts.
22. Licenses – System will print licenses on regular paper or specified paper sizes below (allowing for perforated bottom).

Input Tray			
Tray 1		8 1/2 x 11	 Plain 2
Tray 2		8 1/2 x 14	 Plain 2
Tray 3		8 1/2 x 14	 Plain 2
Tray 4		8 1/2 x 11	 Plain 2
Large Capacity Tray		8 1/2 x 11	 Plain 2
Bypass Tray		8 1/2 x 11	 Plain 2

The licenses printed will be customized to include graphic and text. Ability for users (security protected) to adjust the licenses. Ability to void licenses, track them on each account and report on

voided licenses, or reproduce a license using the previous license number.

23. Daily Payment Reconciliation – Allow for payments processed within the office and at the bank to be reconciled on a daily basis. Properly identify revenue accounts according to entries. Daily reconciliation reports will track the method of payment (cash, checks, credit card). Support multiple drawers for daily reconciliation.
24. Contractor Job History – Allow for permitted jobs to be entered and license updates made when necessary. Reporting of permitted jobs is required (permit evaluations).
25. Miscellaneous/Supplemental Payments - Allow for miscellaneous payments that do not generate an actual license, i.e., supplemental payments. Examples include duplicate license re-print, copies of the Business License Ordinance sales, payments from the Municipal Association of South Carolina for insurance, brokers, and telecommunication companies, new business list sales to the public; contractor decal sales, state pyrotechnic permits, etc.
26. Supplemental permits receipting and printing – Ability to accept payments and print permits (garage sale, arts & crafts, group events, etc.) on regular paper with the system automatically numbering the permits in sequential order. Ability to report on these permits.
27. Automatically assign account numbers to new business license accounts. Require information to track “Pro-Active” enforcement or “business voluntary” for new accounts to better identify the performance of outside business license inspectors. Pro-active would indicate businesses that were contacted by an inspector regarding licensing requirements and instructed to come to our office to make application. Business voluntary would indicate the business came into our office on their own to obtain the license.
28. Provide Single Sign-On (SSO) access for internal City users so they do not need to remember another username/password. The City uses Azure SSO.
29. On-line Capabilities/External Users – Ability for customers to apply, renew, inquire and make payments on-line for BL, HT, and TDF.

Ability to interface/integrate with other software solutions, including, but not limited to, Value Payments, Stripe, SC.Gov, EnerGov, Central Square (Finance Enterprise) and MASC Renewal Portal (to include the production of an appropriate file for manual upload until an API under development by MASC is made available). Ability to interface with banking systems used by the City for lockbox payments.
30. Interface with ESRI's GIS. Compatibility with the following types of ESRI GIS REST services.
 1. Geocoding service for applicants to search an address for an application.
 2. Overlay function to identify business related districts such as council districts and hospitality districts.
31. User Security – Comprehensive set of tools that can be used to manage user access, security, and track changes entered into the system by user.

Software provides for granular access controls to grant or restrict access to system features and functions to authorized personnel, by user and group or job function.
32. Data Migration - Cost and scope of data migration from Tyler Technology's EnerGov. This cost can be provided as a range. The City recognizes that the amount of work involved may need to be determined after the successful Offeror has examined the existing data and coordinated with staff from the Information Technology Division on the methodology for obtaining data to be converted. Please detail the methodology you will use to ensure the accuracy of data conversion. Also include the procedure to be followed for the final conversion and implementation into full production mode.

Improve Operational Efficiency

The system must be user friendly and assist City staff in their daily operations. The City will look to adjust its current operating procedures to match the new software solution in an effort to improve its current business process and transaction and processing times.

Each Offeror must be able to provide all system specifications. This includes server, database, workstations, and network requirements. Describe the technologies on which the program is based including programming languages and internet technologies. All recommendations must meet the following minimum functional requirements and specifications:

A hosted solution is preferred. Hosted solution has redundant processes for data back-up that are tested regularly.

Vendor shall provide a development environment for testing upgrades, workflows, and configuration changes prior to release in the production environment.

Hosted solution is fully functional in current versions of all major web browsers, e.g. Chrome.

- The product must be capable of running in a Windows Environment.
- Scanning & upload capabilities.

Additional Support

On-site training for up to fifteen (15) City staff members.

Offeror shall provide an overall description of their training methodology and offerings, including:

- General time frames in which training will be conducted.
- Provide the nature, level and amount of training in each of the following areas:
 - a. Technical training
 - b. User training
 - c. Other staff training, e.g., executive level administrative staff.

User Manual – Offeror will provide a user manual that outlines all process and screens of the application.

Provide information about maintenance and support offerings. In particular, how will the Offeror support City staff in terms of maintenance and support of the proposed software? Offeror must address on-site support and telephone support, including average response time.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

City of Columbia, SC - Estimated Project Plan

#	Task	Task	Activity	Estimated Work Duration
1	Discovery and Data Gathering	Hand off call from Sales to Implementation with the client	Meet with Sales	2 weeks
2			Request setup documentation (W9, GL code, logo, letters/renewal, application, balance/credit due)	
3			Confirm funding model	
4		Review website for municipal code, download forms, fee schedule and screenprint BL webpages		
5		Integration Review	Review MASC Portal Import/Export	
6			Review TD Bank Lockbox	
7			Review GIS Integration	
8			Review Central Square Financial Export	
9		Receive requested documents/information		
10			Create Business Requirement Document based on agency's municipal code	
11			Conduct Internal Kick-off meeting	
12			Conduct Project Kick-off meeting	
13	Project Kick Off	Conduct Process Meeting with client		2 weeks
14			Document workflow for business license and other city applications/renewal processes	
15			Sign off on workflow process	
16				
17	Configuration/Data Conversion	Develop Reports	Submit reports fro development	8 weeks
18			Receive reports from Dev	
19			Test Reports	
20				
21		Client Sign off on Reports		
22		Setup staging environment		
23		Receive and Complete data mapping file		
24		Review initial data conversion		
25		Sign off data mapping file	Configure Hdl Prime Cloud, setup city users	
26			Validate and approve configuration	
27			Configure and review all integrations	
28				
29	Pre-Production QA and Sign off	Validate and approve data		4 weeks
30		Conduct end to end testing	Test system configuration and integrations	
31	GO-LIVE	Conduct Training		2 days
32		Conduct UAT		
33		Conduct GO/NO GO meeting and decision with internal stakeholders	Create and Provide Final data	
34		Apply Final Data	Convert final data	
35	Close Project or Phase	Deploy Staging to Production	Validate final data	1 day
36			Formal acceptance of deliverable(s)	
37			Transition to Client Support	

EXHIBIT C – COMPENSATION

BUSINESS LICENSING SOFTWARE MANAGEMENT SYSTEM

Software License & Configuration - 15 Named Users ^{Note 1}		\$45,275.00
Implementation, Project Management		\$22,500.00
Data Conversion		\$12,000.00
Finance Export		\$2,500.00
GIS/Lockbox Integration		\$9,920.00
Lockbox Integration		\$5,680.00
Tier 1 MASC Integration		\$8,968.00
Annual Maintenance		\$29,100.00
	Subtotal (Line 001)	\$135,943.00
Additional Training (16 hours included)	Subtotal (Line 002)	\$0.00
Year 2		\$30,555.00
Year 3		\$32,082.75
Year 4		\$33,686.89
Year 5		\$35,371.33
Annual Maintenance	Subtotal (Line 003)	\$131,695.97
Travel / Accommodation Costs	Subtotal (Line 004)	\$0.00
	Total Price	\$267,638.97

OTHER COSTS

Formal Onsite Training	\$2,000.00/Day
Formal Remote (Video Conference) Training	\$250.00/Hour
Additional Users (Software Use Fee)	\$2,000.00/Year

PAYMENT PROCESSING SERVICES

HdL Integrated Payment Processing Services ^{Note 2}	
Convenience Fee Model (Paid by taxpayer)	
Credit/Debit Cards	2.9% minimum / \$2.00 per transaction
Card Chargebacks	\$0.00 / per chargeback
ACH / eCheck	\$1.25 / per transaction
ACH / Returns	\$0.00 / per return
Monthly Account Fee	\$40.00
City Funded Model (Paid by City)	
Credit/Debit Cards	2.9% minimum + \$0.30 per transaction
Card Chargebacks	\$25.00 / per chargeback
ACH / eCheck	\$0.50 / per transaction
ACH / Returns	\$10.00 / per return
Monthly Account Fee	\$40.00

Hourly Rates – Optional Services	
Project Manager	\$325.00 / hour
Technical Account Manager	\$295.00 / hour
Developer / Software Engineer	\$295.00 / hour
Business Analyst	\$245.00 / hour
Designer	\$245.00 / hour
Database Administrator	\$225.00 / hour
Quality Assurance	\$195.00 / hour

Notes:

1. Fifteen (15) Named Users, includes any user who performs account/tax operations. No license is required for users who do not perform account/tax operations, such as a system administrator, or users from other departments who perform clearance related activities.
2. HdL to use Paya Services for payment processing at no cost to the City.



MEETING DATE: May 21, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve funding for Citywide Multifunctional Copier Device Services, as requested by the Information Technology Department on April 17, 2024. Award to Ricoh USA, Inc., using the SC State Contract in an amount not to exceed \$369,143.56 for year two of the five-year contract term. This company is located in Columbia, SC.

REQUISITION NO.: R227762

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Copying – Copier and Supplies (6208951–627200). The original budget amount is \$369,143.56.

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

- **#a:** Ricoh Memo (PDF)



Information Technology

1401 Main St., Suite 1000 | Columbia, South Carolina 29201
Phone: 803-737-4210 | Fax: 803-737-4228

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

FROM: Ms. Sylvia White, Chief Information Officer

DATE: November 30, 2022

SUBJECT: Recommendation for Approval - Ricoh Multi-Function-Device
(Copier) Contact (2022-2027)

BACKGROUND:

The City of Columbia uses Ricoh Multi-Function-Devices (copiers) as the City's standard for production of paper documents. These devices include functions such as, but not limited to, photocopying, printing, scanning, facsimile, and finishing functions such as hole-punching and stapling. The Information Technology Department maintains a centralized management solution to maintain accurate usage information, document processing, and reporting for various departments.

DISCUSSION:

The Multi-Function-Devices are used by all areas of the City of Columbia for City business functions. This includes examples such as:

- Photocopying of existing printed materials.
- Printing of normal department documents, reports, contracts, etc.
- Printing of specialized documents: Business Licenses, Dockets, Warrants, etc.
- Scanning of printed materials for business functions.
- Scanning of printed materials for preservation of records.
- Facsimile functions to transmit and receive documents from other agencies.
- Finishing functions for production: duplexing, hole-punching, stapling, etc.

BUDGETARY CONTEXT:

The yearly cost of agreement, \$269,143.56, to be paid from Central Stores/Copying – Xerox Copy and Supplies, 6208951– 627200.

ATTACHMENTS:



City_of_Columbia_F
leet_Proposal_Upda



MEETING DATE: May 21, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of a Pierce Enforcer Rescue Truck for the Columbia Fire Department, as requested by the Fleet Services Division on April 29, 2024. Award to Spartan Fire & Emergency Apparatus, using the HGAC Cooperative Contract in an amount not to exceed \$1,402,593.00. This vendor is located in Roebuck, SC.

REQUISITION NO.: R228015

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Truck Heavy Equipment-Capital (6308972-658500). The original budget amount is \$1,402,593.00.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** HGACBuy Contract (PDF)
- **#b:** Spartan Fire Quote (PDF)


CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only
Contract No.:

FS12-23

Date Prepared:

4/16/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Columbia Fire Department	Contractor:	Spartan Fire & Emergency Apparatus (SC) / Pierce
Contact Person:	Assistant Chief Mickey Folsom	Prepared By:	Alan Axson
Phone:	803-545-3730	Phone:	864-582-2376
Fax:		Fax:	864-582-2377
Email:	mickey.folsom@columbiasec.gov	Email:	aaxson@spartanfire.com
Product Description	23SS - 109	Enforcer Walk-in	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$992,449.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
			\$200.00
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$316,907.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
	\$100.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$11,737.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	1,321,093	=	Subtotal D:	\$1,321,093.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** \$2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
South Carolina State Sales Tax	\$500.00		
Loose Equipment Allowance	\$79,000.00		
		Subtotal F:	\$79,500.00

Delivery Date: 11/30/2027 **G. Total Purchase Price (D+E+F):** \$1,402,593.00

Code or Part No.	Quantity	Option Description	February 2024 Published Pricing	Customization
110	1	Upgrade Rear Axle, 48,000#	\$10,943.00	
116	1	Change to Air Ride Suspension, Tandem	\$16,720.00	
120	1	Driver operated differential control	\$4,432.00	
145	1	Brake fittings compression type	\$2,564.00	
146	1	Remote tank drain	\$938.00	
161	1	EVS 4000 to 4500	\$1,890.00	
163B	1	ESC/ABS/ATC	\$8,794.00	
178	1	Bumper compartment for Winch	\$2,498.00	
183	1	Line-x type Bumper Coating front or rear	\$852.00	
184	1	Electric Power Only, Portable Winch	\$277.00	
185	1	Winch 12,000#	\$7,989.00	
187	1	Hitch, Receiver, Front, 10,000 lbs, Custom Chassis	\$1,281.00	
227A	1	Heavy Duty HVAC	\$4,986.00	
232	1	Extended Cab	\$7,691.00	
252	1	Stainless Door Jamb Scuff plates	\$1,015.00	
253	1	Aluminum Treadplate on Cab roof	\$1,420.00	
257	1	Intercom Wireless System	\$7,907.00	
260	6	Intercom Headset - wireless	\$8,202.00	
274	1	Install Customer GPS	\$537.00	
295	1	Camera System Rear only	\$2,002.00	
312	1	Kussmaul Pump plus	\$3,749.00	
318	1	Auto-eject 20 amp	\$761.00	
321	1	Transfer switch	\$974.00	
323	1	Batteries 6 total	\$1,718.00	
328	1	430 amp Delco alternator	\$5,512.00	
330	1	LED Headlights	\$2,438.00	
347	1	12 volt LED Flood Recessed or surface (per light) B	\$4,524.00	
405	1	LED Compartment Lighting premium	\$5,626.00	
454	1	Rescue package shelves and trays	\$41,404.00	
564	1	LED Emergency Lighting C	\$18,751.00	
588	1	Q2B	\$6,090.00	
591	1	GTT Emitter Roof/remote mounted	\$8,076.00	
603	1	Traffic Directing light bar "B"	\$4,807.00	
605	1	Upper Side Zone lighting bg2sr	\$10,483.00	
623	1	PTO Drive 25 kw	\$26,458.00	
633	6	120 volt LED recessed/flush mount	\$21,204.00	
643	2	Electric Cord Reel with 200' of 10/3	\$11,286.00	
646	8	Electrical Receptacle duplex (per each) 15 or 20 amp	\$3,976.00	
649	1	Cascade - A	\$16,547.00	
658	2	Tool air reel with 150' hose	\$9,706.00	
659	1	Tool Air Regulators	\$3,619.00	
733	1	Decals and Department logs	\$3,615.00	
734	1	Reflective striping upgrades, jogs, and special design A	\$3,616.00	
737	1	Bumper and rear body Chevron	\$8,829.00	
9999	1	Graphics	\$0.00	\$11,637.00
		Base Bid	\$992,449.00	
		Published Options	\$316,707.00	
		Total Published Options	\$1,309,156.00	
		Unpublished Options	\$11,637.00	1%
		Total Options w/o HGAC Fee	\$1,320,793.00	


QUOTATION
☒
ESTIMATE
☐

319 Southport Road • Roebuck, S.C. 29376

Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Columbia Fire Department
1800 Laurel Street
Columbia, SC 29201

Date of Proposal: April 16, 2024
F.O.B.: Columbia FD
Estimated Delivery: 43.0 – 46.0 Months
Payment Terms: Net Pymt. @ Delivery
Salesman: *Alan Axson*

Item	Qty.	Description	Price	Amount
1	1	Pierce Enforcer Walk – In 26.5' Tandem Axle Heavy Duty		
		Rescue, PACCAR MX-13 510 HP Diesel Engine,		
		Allison 4500 EVS Automatic Transmission, No Pump		
		No Tank, Built in Accordance to NFPA 1901 2024 Edition		
		And Department Specifications		\$1,418,197.00
2	1	Miscellaneous NFPA Loose Equipment		\$79,000.00
3	1	South Carolina Sales Tax		\$500.00
4	1	HGAC Fee		\$2,000.00
5	1	50% Pre - Payment Discount – Net 45 days from Contract		(-\$97,104.00)
		Includes Pre – Construction, Final Inspection,		
		Delivery, Training, Pre-Delivery Inspection,		

TOTAL COST **\$1,402,593.00**
THIS QUOTATION EXPIRES July 31, 2024



MEETING DATE: May 21, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SC117006; Design Services for the Beltline Boulevard Community Enhancement Project, as requested by the Parks and Recreation Department on July 17, 2023. Award to CPL Architecture Engineering Planning, in an amount not to exceed \$970,675.00. The initial term of the contract will take effect upon the issuance of a Notice to Proceed with an end date eighteen months from commencement and the option to renew for two additional one-year periods. This firm is located in Charlotte, NC.

REQUISITION NO.: R228070

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: State of Grant Control - Beltline Boulevard Community Enhancement - Capital Project Costs (2209999-SC117006-658650). The original budget amount is \$1,052,475.00.

CLEAN WATER 2020?: No

PURPOSE:

CPL Architecture Engineering Planning is the prime and will be providing schematic design, design development, construction documentation, and construction administration services at 46.43% (\$450,700.00) of the total contract amount.

The following subconsultants will be providing additional services:

Weston and Sampson, located in Columbia, SC, will provide civil engineering and landscape architecture services at 36.69% (\$356,125.00) of the total contract amount.

S&ME, Inc., located in Raleigh, NC, will provide geotechnical services at 3.09% (\$30,000.00) of the total contract amount.

Palacio Collaborative, a Minority Business Enterprise, located in Atlanta, GA, will provide cost estimation services at 3.22% (\$31,200.00) of the total contract amount.

MMSA, a Minority Business Enterprise, located in Greenville, SC, will be providing structural engineering services at 5.15% (\$50,000.00) of the total contract amount.

Beehyve L3C, a Minority Business Enterprise, located in West Columbia, SC, will be providing community engagement services at 1.57% (\$15,250.00) of the total contract amount.

Survey One, LLC, located in Lexington, SC, will provide survey services at 3.85% (\$37,400.00) of the total contract amount.

There were four (4) responses to RFQu007-23-24-KDD Design Services for Colony North Pointe Community Center, Gymnasium, and Playground.

ATTACHMENTS:

- **#a:** MEMO-Beltline BoulevardCommunity Enhancements (DOCX)
- **#b:** FinalContract.CPL.RFQu007-23-24-KDD (PDF)



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

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: May 13, 2024

Subject: Professional Service Contract

The Parks and Recreation Department request City Council Approval for a new Professional Service Contract for Project SC117006; Design Services for the Beltline Community Enhancement Project, in the amount not to exceed \$970,675.00 as requested on July 17, 2023. Awarded to CPL Architecture Engineering Planning.



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu007-23-24-KDD Design Services for Colony North Pointe Community Center, Gymnasium, & Park.

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 CPL Architecture Engineering Planning, (hereinafter referred to as the “Architect”), to provide design, survey, and construction administration services for Colony North Pointe Community Center, Gymnasium, and 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 Architect shall provide the scope of services more fully described in Exhibit A, attached hereto. The Architect 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 Architect or recommended by the Architect and approved by the City in writing.

The Architect must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Architect fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Architect 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 eighteen (18) months, with the option to renew or continue with work for three (3) additional one (1) year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Architect shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Architect under this Contract shall not exceed Nine Hundred Seventy Thousand, Six Hundred Seventy-Five Dollars and No/100 (\$970,675.00).
- B. The Architect 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). Architect 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 Architect, whose signature shall certify that the information contained

CPL Architecture Engineering Planning
Design Services for Colony North Pointe Community Center, Gymnasium, & Park

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

C. Invoicing Procedure

Failure of the Architect 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 Architect 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 Architect has received payment from the City.
2. In addition, all retainage amounts received from the City by the Architect must be paid by the Architect 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 Architect 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 Architect for subsequent work performed unless and until the Architect 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 Architects sworn statement that it has complied with the prompt payment requirements. The Architect must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Architect 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 Architect or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Architect must comply with the affirmative action terms and conditions as outlined herein. The Architect, shall in the performance of the Contract, make constructive efforts to assist the City in complying with best practices in

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contracting as it relates to meeting affirmative action objectives.

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	N/A	%
MBE	9.94%	%
WBE	N/A	%
LSA	N/A	%

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

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

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

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

Workers Compensation Insurance: The Architect 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 Architect 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 Architects Worker Compensation Insurance. The Architect 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 Architect 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.

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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 Architect 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 Architect and any Subconsultant of the Architect 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 Architect 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 Architect, its Subconsultants, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Architect will also agree to promptly notify the City of any civil or criminal actions filed against the Architect 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 Architect shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Architect in performing the services required under this Contract. The Architect shall be responsible for any costs relating to same.
- B. The Architect 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 Architect 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 Architect s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Architect and pay any costs relating to same.
- C. The Architect 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 Architect shall procure a City of Columbia business license while performing services under this Contract.

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

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11. **INTEREST OF ARCHITECT** – The Architect covenants that Architect 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 Architect further covenants that in the performance of this Contract no person having such interest shall be employed.

The Architect is expected to make Architects 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 Architect 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. **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 Architect 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 Architect shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Architect. In no event shall the Architect be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Architect 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 Architect or any Subconsultant retained by the Architect and related to the services required by this Contract shall be the property of the City and shall not be used by the Architect 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 Architect or any Subconsultant retained by the Architect and related to the services required by this Contract shall be the property of the City and shall not be used by the Architect for any purpose whatsoever except to perform the services required by this Contract.
15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

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City of Columbia

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

CPL Architecture Engineering Planning

Name: Rachel Nilson, AIA, NCARB
Title: Principal in Charge, Project Leadership
Address: 5302 Fairview Rd, Suite 102
Charlotte, NC 28210
Phone: (980) 257-5892
Email: Rnilson@cplteam.com

16. CONSENT DECREE - Non-Applicable

- A. The services performed by the Architect pursuant to this Contract 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 Architect by the City and is incorporated by reference herein. The Architect shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Architect 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 Architects possession or control that relate in any manner to the Architects performance under this Contract ("Preserved Documents"). Upon the Architects performance of all services required under this Contract, the Architect shall provide the City with all Preserved Documents. In addition to the requirements above, the Architect shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Architect 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 Architect first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Architect 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 Architects rationale for attributing such delay to a force majeure event. The Architect shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Architect shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Architect neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Architect 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 Architect 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 Architects failure to perform pursuant to the Contract.
- E. The Architect shall perform the services pursuant to this Contract using sound Architecting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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- B. The Architect shall be responsible for performance of all services required by this Contract. The Architect does not act as the City's agent or employee.
- C. The Architect will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Architect 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 Architect.
The Architect 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 Architect with regard to any of the requirements, specifications or interpretation of this Contract, the Architect agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Architect 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 Architect 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 Architect.
- F. This Contract represents the entire Contract between the City and the Architect and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Architect.
- G. The failure of either the Architect or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The Architect 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.

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“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 Architect 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 Architect 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 Architect’s operations, including, but not limited to the Architect’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 Architect 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 Architect shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Architect under this Contract are matters of public record, but that the Architect agrees that they shall only be made available to any individual or organization by the City and the Architect shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

CPL Architecture Engineering Planning
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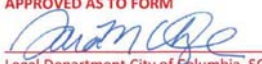
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

APPROVED AS TO FORM

Legal Department City of Columbia, SC
05/01/2024

CPL ARCHITECTURE ENGINEERING PLANNING

Print: Name/Title

Signature

Date:

(Corporate Seal)

Attest

Signature

Date:

CPL Architecture Engineering Planning
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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 A – SCOPE OF SERVICES

BASIC SERVICES

Task I – Programming and Schematic Design

CPL will assist in determining program in conjunction with Client. Program tentatively assumed to include:

- Gymnasium (1)
- Community Spaces

We will evaluate:

- Parking needs
- Site Evaluation

Schematic Design will include:

- Create at least two (2) conceptual designs from approved plan.
- Three (3) design meetings during conceptual design phase with City Steering Committee.
 - One (1) visioning meeting to review project goals, budget and program.
 - Two (2) design meetings to review Schematic Design and site plan.
- Coordination with environmental firm and geotechnical firm for site evaluations for stream, wetlands and subsurface conditions.
- Coordination with City of Columbia stormwater, railroad, and SCDOT regarding permitting, impacts and requirements.
- Review existing and proposed built upon area for watershed compliance planning.
- Attend City of Columbia sketch plan meeting and submit to City for Preliminary Sketch plan review.
- Investigate the existing stormwater pipe network across the site/where the building may be located.
- Exterior park amenities programs and concepts.
- One (1) presentation to City Council at close of Schematic Design to show program, Schematic Design, and opinion of probable cost.

Deliverables

- Final program for interior and exterior elements
- One (1) final Schematic Design with floor plan, elevations, life safety plan, MEPS narratives
- Schematic Design Opinion of Probable Cost
- Two (2) final high-resolution renderings of Schematic Design
- One schematic site plan
- List of potential permits and design considerations
- Existing Conditions base map with environmental assessments and site survey.
- Site Plans with:
 - Preliminary pond sizing and locations
 - Locations of walkways and driveways, etc.
 - Locations of lawn, screening, landscaping.
 - Preliminary grading plans
 - Stormwater Plan
 - Utilities Plan

Task II - Design Development

- Development of site plan and exterior features.
- Development of design from Schematic Design.
- Three (3) design meetings to review MEP systems, equipment selection/placement, finishes.
- Owner review of engineering approach, selected materials

Deliverables

- Design Development Review Set for Owner
- Design Development Opinion of Probable Cost

Task III – Construction Documentation

- Prepare final design and project specifications.
- Prepare front end bidding documents and review with Owner.
- Owner review meeting with 90% Construction Documents.
- Owner review period.
- 80% CD Opinion of Probable Cost
- Coordinate review/approval with City/County/State for permitting

Deliverables

- CPL will provide Construction Documentation in compliance with the South Carolina State Building Code (2021 edition) and other applicable standards. We will include at a minimum:
- Code Review
- Civil/Landscape Plans
- Floor Plan
- Reflected Ceiling Plan
- Interior Finishes / Furniture Plan
- MEP Plans and Details
- Project Manual
- Bid Documents are anticipated to contain alternates to keep project on budget and allow for additional scope should bids come in lower than anticipated. CPL will work with City to develop list of alternates for bidding.

BASIC SERVICES - ALTERNATES**Task IV – Construction Procurement Phase Services (noted as Alternate 1)**

We will submit the necessary documents to the Local and State authorities having jurisdiction. All permits and approvals for the project will be paid for and secured by others. CPL will answer Requests for Information (RFIs), provide clarifications, issue addenda as required, and conduct a pre-bid meeting and bid opening.

Task V – Construction Phase Services (noted as Alternate 2)

CPL will attend one (1) pre-construction meeting and a total of twenty-eight (28) biweekly site visits during construction (2 per month for 14 months) with a field report written for each visit. CPL will also provide construction administration services consisting of the review of submittals, shop drawings, certification of monthly pay requests, responding to RFIs that arise during the course of construction and closeout documentation.

Task VI - Bidding & Construction Phase Services and As-Built Stormwater & Record Drawings (noted as Alternate 3)

Upon request by Client's designated representatives, Weston & Sampson will provide assistance during the bidding and construction phase at an hourly rate. Scope includes, but may not be limited to the following, a pre-construction meeting, technical clarifications, responses to contractor's requests for information, shop drawing reviews, field sample approvals, and on-site meetings with the College and Contractor representatives on an as-needed basis to ensure that work is in general conformance with the

design documents. This task assumes that a Construction Manager will be on-site to provide daily construction administration and inspection for the Client.

Stormwater record drawings and utility record drawings will be required to be submitted and approved by City of Columbia prior to closing out the project. Scope includes providing the necessary stormwater calculations and record drawings that demonstrate compliance with the construction drawings. Additionally, utility record drawings will be provided to the City of Columbia as required. For both sets of record drawings Weston & Sampson will follow the standard set by City of Columbia for record drawings. Specifically excluded from this scope is obtaining the as-build survey, it is recommended to included specific requirements in the specifications that will require the contractor to provide as-build record drawings to the project team.

REQUIRED ADDITIONAL SERVICES

Alternate 4 - Environmental Study: Protected Species (federal species only)

The purpose of the Protected Species Habitat Assessment is to determine if current conditions are suitable for federally protected species (plants or animals occurring on land) that have been currently or historically documented by the U.S. Fish and Wildlife Service (USFWS) and/or South Carolina Department of Natural Resources (SCDNR) in the vicinity of the site.

- Review of the Public State and Federal Records
- Site Reconnaissance
- Protected Species Habitat Assessment Report

Please note that the Protected Species Habitat Assessment will not include sampling or habitat assessment for fish and/or aquatic protected species in the event streams are located on the site. Bat assessments, including acoustic surveys and mist netting surveys are not included in this proposal.

S&ME recommends that assessment for floral species be conducted during their respective flowering periods if potential habitat is located. If our surveys are conducted outside the optimal survey window for the protected species and potential habitat is identified, then additional site visits may be necessary to confirm the presence or absence of protected species. The cost of additional field visits is not included in this proposal and will be addressed separately, if necessary. Due to potential for smooth coneflower, our site visit would need to be conducted in late-May to October during flowering/surveying season.

Alternate 5 - Environmental Study: Wetlands

The purpose of the Jurisdictional Waters Assessment is to identify the location of jurisdictional waters of the U.S. within the boundaries of the site. Jurisdictional waters are those waters, including wetlands, which are subject to Section 404 of the Clean Water Act (CWA) under the federal regulatory authority of the U.S. Army Corps of Engineers (USACE), as well as Section 401 of the CWA under the regulatory authority of the South Carolina Department of Health and Environmental Control (SCDHEC). Our approach to performing the delineation includes:

- Assess and document site conditions as to the presence and/or absence of wetland areas, using the three-parameter approach (hydric soils, hydrophytic vegetation, and wetland hydrology) set forth in the 1987 USACE Wetlands Delineation Manual and appropriate Regional Supplement.
- Identify and mark upland/wetland boundaries with sequentially numbered flagging.
- Identify and mark waterways (rivers, streams, and other jurisdictional linear features), lakes, and ponds, considered to be waters of the U.S. under the jurisdiction of the USACE.
- S&ME will collect GPS data points of the wetland/stream boundary flags. Each flag will be inventoried and recorded with a GPS Unit.
- Prepare a report with the locations of aquatic features on an aerial exhibit.
- Provided we receive authorization from the Client to submit our findings to the USACE, we will meet on-site with a representative of the USACE to review the delineated boundaries.

Alternate 6 – Geotechnical Exploration

From our review of the Preliminary Concept plan, dated 4-21-2023, we plan to complete the following scope of services:

- Site reconnaissance and boring layout
- Subcontract a skid-steer mounted timber grinder to clear access pathways to the boring locations
- Mobilization of an ATV drill rig
- Five (5) Standard Penetration Test (SPT) borings to depths of 15 feet (4 borings) to 25 feet (1 boring) within the gymnasium structure footprint
- Six (6) hand augered soil borings with dual-mass Dynamic Cone Penetrometer (DCP) testing within pavement areas.
- One (1) in-situ hydraulic conductivity test to a maximum depth of 6 feet below existing grade within the rain garden area
- One (1) MASW/MAM surface shear wave velocity array for seismic site classification purposes
- Measure ground water at time of boring and after 24 hours, if the boreholes can be left open safely
- Provide a geotechnical report that will include:
 - Conclusions regarding:
 - Site and subsurface conditions
 - IBC 2021 seismic site class and seismic design parameters
 - USDA soil survey data including seasonal high-water table, shrink/swell potential, permeability and corrosivity
 - Recommendations regarding:
 - Site preparation
 - Dewatering considerations (if necessary)
 - Reuse of on-site soils as structural fill
 - Fill placement and compaction
 - Lateral earth pressures
 - Shallow foundation support
 - Grade slab support
 - Flexible pavement and landscape vehicular paver support
- S&ME requires police escort while performing services onsite. No fee is included if City of Columbia can coordinate these efforts internally

Alternate 7 – Survey

Survey includes but is not limited to:
 Topographic Survey
 Boundary Survey
 Tree Survey
 SUE
 Survey Wetlands
 Three Floodplain Cross-sections

REAR FIELD ACCESS ANALYSIS AND DESIGN

Alternate 8 – No Rise Flood Study

Weston & Sampson will perform a flood study to determine the potential impacts to base flood elevations associated with the proposed stream crossing and constructed wetland grading. Weston & Sampson will obtain the effective hydraulic model from FEMA and duplicate the model using the latest available version of the United States Army Corps of Engineers' HEC-RAS modeling software to create the Duplicate Effective model. This model will then be modified using survey and hydrologic data following FEMA acceptable practices to create an Existing Conditions model. If necessary, Weston & Sampson may request up to three additional surveyed cross-sections through the project area. Weston & Sampson will then incorporate up to three alternatives for the proposed stream crossing and floodplain grading to create

the Proposed Conditions model. The models and results will be summarized in a flood study report to be provided to the Client that will advise on the feasibility of obtaining a No-Rise Certification.

Upon written authorization from the Client, Weston & Sampson will prepare and submit a No-Rise Certification and accompanying documentation to the City's Floodplain administrator for approval. Weston & Sampson will respond to review comments from FEMA and the City's Floodplain Administrator as part of this task.

Deliverables:

- Flood Study technical memorandum
- No-Rise Certification sealed by a SC-licensed Professional Engineer
- Up to three review meetings with the Client, City of Columbia, and/or FEMA

Assumptions:

- The effective hydraulic model is available in a HEC-RAS compatible format. If electronic model files are not available (i.e., the effective model is only available in PDF format), additional effort will be required to manually convert the effective model into a useable format.
- Our estimated level of effort includes up to four hours to coordinate with FEMA, revise models, and address any comments. We will submit an amendment if any additional effort is required.
- Our estimated level of effort assumes the selected alternative will result in no-rise in base flood elevations. If base flood elevations increase, a CLOMR/LOMR will be required and can be provided as an additional service.

Alt 9 – Alternatives Analysis for Access to Rear Field

We will evaluate the impacts and cost associated with three potential access alternatives: installing a culvert or bottomless culvert over jurisdictional waters and/or evaluation of an access point to eliminate the crossing over the jurisdictional floodway, wetlands, and stream. Each option will require specific site investigations and design.

A high-level estimate of probable construction cost, project schedule, and potential impacts will be listed out for each alternative evaluated and provided to the Owner. The desired alternative chosen will be used throughout the remainder of the design.

Note: The base services outlined above (Task I-V) assume the engineering design for the standard culvert crossing.

Alt 10 – Engineering Services for Bottomless Culvert

If the bottomless culvert option is selected, Weston & Sampson will provide the engineering services necessary to construct a bottomless culvert over the jurisdictional stream. This scope of services assumes that the proposed bottomless culvert is to be a prefabricated bridge supported on cast-in-place concrete abutments with shallow spread footing foundations. The prefabricated bridge will be a performance specification to be designed by the manufacturer. We will provide the structural design for the new foundations and provide the general concept for the prefabricated bridge. The bridge will be designed in accordance with the AASHTO LRFD Bridge Design Specifications and the SCDOT Bridge Manual. The following are the services proposed for the bottomless culvert.

Task 1– Preliminary Design Submission

- Preliminary design of the bridge abutments and footings and proposed location and structure type approved by the client in the bridge type study.
- Submit 25% plans to the city for review and to confirm the concept.

Task 2 – Final Design/Construction Documents Submission

- 100% design/Construction plans will be prepared after client approval of the 25% design plans. The 100% design/construction plans will include detailing of the bridge abutments and footings. Provide stamped and signed plans for bidding.
- Assume approximately four (4) sheets.
 - Plan, Profile, General Notes
 - Foundation Plan
 - Elevations and Sections
 - Sections and Details
- Finalize design calculations for the proposed bridge abutments.
- Prepare specifications. Specifications to include:
 - Cast-In-Place Concrete
 - Temporary Support of Excavation
 - Control of Water/Dewatering
 - Prefabricated Vehicular Bridge (Performance Design specification)

Alternate 11 – Permitting with USACOE for Culvert Crossing

If the standard culvert option is selected to crossing the jurisdictional stream, Weston & Sampson will coordinate with a sub-consultant to perform the necessary permitting with the USACOE for the culvert crossing. As part of these services Weston & Sampson will provide the necessary stream crossing exhibits to the sub-consultant to use for the USACOE permitting. This scope includes the development of up to two (2) exhibits, one plan view exhibit and one profile view exhibit of the stream crossing. Weston & Sampson's sub-consultant will prepare the necessary document for USACOE permitting and will submit the appropriate documentation to the USACOE. This scope and fee assume that a Nationwide Permit will be applicable. Engineering fees and permitting fees for an individual permit are specifically excluded, but can be provided as requested.

Upon written authorization from the Client, Weston & Sampson and their sub-consultant will prepare and submit the USACOE permit and necessary documentation. Weston & Sampson and their sub-consultant will respond to one round of review comments from USACOE as part of this task.

Deliverables:

- Stream crossing exhibit to be utilized by sub-consultant for USACOE permitting.
- Application filled out and submitted to USACOE for approval.
- Once approved, final approval letter from USACOE and/or SCDHEC.

Assumptions:

- A USACOE Nationwide permit will be applicable and that an Individual permit will not be needed for this stream crossing.
- Any permitting fees associated with this permit will be paid by the Owner.

SME Scope : This proposal assumes that Nationwide Permit (NWP) No. 42 (Recreational Facilities) authorization from the USACE and SCDHEC will be required for impacts to jurisdictional features (streams and/or wetlands). We propose to complete the NWP/Pre-Construction Notification (PCN) submittal package by preparing the following documents and submitting to the USACE and SCDHEC:

- Conduct a field visit to review the project area.
- Complete the required "Joint Federal and State Application Form for Activities Affecting Waters of the U.S. or Critical Areas of the State of South Carolina."
- Exhibits that show the proposed project overlaid on a vicinity exhibit, topographic exhibit, and an aerial photograph.
- Submitting a plan view, typical profile, and cross-section drawings of the impacts provided by the Client or their engineer.

- A project narrative describing the overall project purpose and the need for the impacts, as well as how the proposed impacts could not be avoided or minimized. We understand the Client will provide this information.
- An alternative analysis statement describing how the proposed impacts were minimized to the maximum extent practicable. We understand the Client will provide this information.
- S&ME will review the latest information on the South Carolina Department of Archives and History - State Historic Preservation Office (SHPO) website regarding historic and archaeological resources and provide a statement in the NWP submittal. Direct consultation with the SHPO will not be conducted.
- S&ME will review available public records from the U.S. Fish and Wildlife Service (USFWS) and the South Carolina Department of Natural Resources (SCDNR) websites regarding federally listed protected species in the county. S&ME will provide a statement regarding federally protected species in the NWP/PCN submittal. Direct consultation with the USFWS or SCDNR will not be conducted.

S&ME will review available public records from the U.S. Fish and Wildlife Service (USFWS) and the South Carolina Department of Natural Resources (SCDNR) websites regarding federally listed protected species in the county. S&ME will provide a statement regarding federally protected species in the NWP/PCN submittal. Direct consultation with the USFWS or SCDNR will not be conducted.

OPTIONAL ADDITIONAL SERVICES

Alternate 12 - Community Engagement

- There are assumed to be three (3) in-person public engagement drop-in sessions.
- CPL will develop a kiosk that will be placed locally for passive input by users.
- Two (2) virtual stakeholder meetings with elected officials, nonprofits, community organizations and/or staff.
- Project website and community online survey will be developed.
- Initial meeting with team to review:
 - Goals and objectives, including City priorities
 - Confirm Community Engagement approach and potential stakeholders
 - Discuss initial building program components
 - Review potential programs to be offered in the new facility
- A stakeholder engagement session will be coordinated at the end of schematic design for input prior to Schematic completion

Alternate 13 - Operations and Revenue Analysis

Tasks Include:

- Determining operational cost of facility (after final design is selected) and anticipated revenue projections.
- Operational costs will include: staffing levels, benefits, commodities, contractual services and utilities.
- Revenue opportunities may include: pricing/fee strategies, rentals, concession, team registration fees, program fees, merchandising, events, partnerships, sponsorships, and desired subsidy levels.

Alternate 14 - Park Design (SD through Construction Administration)

Addition of park amenities to the exterior spaces of the site for conceptual and schematic design phases. Park amenities may include:

- Location of outdoor lighting, signs, and site furnishings
- Play equipment
- Environmental education
- Places to sit or gather
- Overhead shade structures
- Gardens or other specialty landscape
- Various material walks, paths and loop trails

Inclusion of park amenities will include coordination with manufacturers, assistance with playground design, selection of materials and finishes, and custom detailing.

Alternate 15 – Traffic Impact Analysis (if required by SCDOT)

Task 1 - Data Collection and Site Visit

Weston & Sampson will visit the site to observe existing conditions along Beltline Boulevard adjacent to the proposed site. The purpose of the visit will be to review existing conditions that may affect traffic operations and safety include signing, pavement markings, pavement condition, sight distances, roadway geometry, and traffic controls.

Weston & Sampson will collect 72hr automatic traffic recorder data with vehicle speeds and vehicle classifications along Beltline Boulevard adjacent to the proposed site. All traffic counts will be collected while school is in session, if possible. It is assumed that SCDOT will require traffic counts to be collected for up to four (4) intersections, intersections will specifically be requested by SCDOT.

Task 2 – Trip Generation and Distribution

Weston & Sampson will review Institute of Transportation (ITE) Land Use Codes to determine the anticipated generation for this site-based size of the proposed park and the proposed gymnasium. This may require utilizing one Land Use Code for the proposed park usage and one for the gymnasium use. The trip generation rates from the Land Use Codes that best fit the site usage will be combined to determine the overall anticipated trip generation. If any reductions in vehicle trip generation rates can be reasonable applied due to existing pedestrian, bicycle or transit facilities to and from the site then a table showing these will be developed for discussion with the client prior to use.

The trip generation for this site will be determined based on a review of the traffic data collected, major routes to the site, and populations density.

Task 3 – Base and Future Year Traffic Volumes

The 2024 Base year traffic volumes will be adjusted to represent average month conditions through the use of seasonal adjustments. Future traffic volumes shall be projected out to a future Build year from the opening year (TBD) in conformance with SCDOT Traffic Impact Assessment Guidelines. The Future year traffic volumes will comprise the base year volumes adjusted by background growth. Background growth consist of two components including any known or permitted developments that will be constructed with the timeframe of the report and an annual background growth rate.

Task 4 – Sight Distance Analysis

As noted in Task 1, sight distances will be measure at the proposed site driveway intersections with Beltline Boulevard. These will include both the stopping and intersection sight distances. These measured values will be compared, in tabular form, to the minimum AASHTO sight distance requirements for both the posted and observed travel speeds. Any recommendations on improvements will be noted.

Task 5 - Capacity Analysis

Weston & Sampson will perform a capacity analysis for the following intersections:

- 1.) Propose Site Driveway & Beltline Boulevard.

The capacity analysis will be performed using Synchro or Sidra Analysis software during the 2024 and opening year 2026 Weekday AM (6:00-9:00AM), Weekday PM (3:00-8:00PM) and Saturday Midday (9:00AM – 3:00PM) peak hours for the base year and opening year conditions for both No-Build and Build conditions.

Capacity analysis results, including volume-to-capacity ratio, vehicle delay, Level of Service (LOS) and queuing shall be shown in tabular format by lane ground and overall intersection (as available).

Task 6 – Technical Memorandum

All the information collected and analyzed under Task 1-5 will be summarized in a technical memorandum for submittal to the City and SCDOT.

Task 7 – Meetings

It is assumed that Weston & Sampson transportation staff will attend up to three (3) virtual meetings with the client and development team. It is assumed that these meetings will be one (1) hour in length and be attended by two staff members.

TIA Assumptions

- All work shall be prepared in accordance with City and SCDOT TIA Requirements
- No traffic signal warrant analysis will be performed for the proposed site driveway.
- It is assumed that no proposed mitigation will be required by the development for traffic impacts within the study area. Therefore, no mitigation analysis will be performed, nor improvement plans prepared.

Alternate 16 - Furniture, Fixtures and Equipment Design/Procurement:

CPL will coordinate all furniture, fixtures and equipment selection and specification as well as all signage design and specification. Furniture may be selected and procured through state contract or selected and bid out publicly.

CLIENT RESPONSIBILITIES

The Client shall appoint an "Owner's Representative" to act as the point of contact for CPL. It shall be the responsibility of the client to provide the following:

- Access to the project site during design
- Reasonable advance notice of scheduled meetings
- Decisions on critical issues in a timely manner
- Payment of all invoices in accordance with this agreement
- Furniture, fixtures and equipment selections in a timely manner for needed coordination with the design

ASSUMPTIONS

1. A stormwater control measure is assumed to be included in the project. It is assumed that the site will utilize as much green infrastructure design as possible with the budget and site constraints.
2. CPL and Weston-Sampson will assess feasibility of and design for (if desired), rainwater capture at the building.
3. All furniture and equipment selection will be by Owner and can be provided as an additional service. (See alternates below).
4. Kiosk signage design for education at the park is included in Civil Engineering/Landscape scope.
5. All selection of fixed equipment shall be in CPL's scope (basketball goals, fixed bleachers, etc.).
6. CPL's basic telecom/data services include: identifying locations for security, data, and telecom devices; and including pathways (conduit, blank boxes) on our Construction Documents. Wiring and device specifications will be by others.
7. CPL's basic AV and security services include: identifying locations for AV devices and type of device; and including pathways (conduit, blank boxes) on our Construction Documents. Wiring and device specifications will be by others. Security devices will be selected Owner's IT personnel / Motorola.
8. The facility is not anticipated to be used as an emergency shelter or storm shelter and will not include a generator.
9. Grant applications are not included in base scope but can be provided as an additional service.
10. No PE certifications of water/sewer mains are included in the base scope of work.
11. Parking lot lighting will not be leased and will be included in the design/construction scope.
12. No third-party special inspections are included in the base scope of work.
13. No roadway improvements, traffic study or impact analysis are included in the base scope of work. Traffic Impact Analysis can be provided as an additional service, refer to alternates.
14. Scope assumes single-phase permitting with the following agencies: City of Columbia – Land Disturbance permit, Landscape and Zoning approval, utility service connections approval, and building permit. SCDOT for encroachment permit(s) onto Beltline, SCDHEC for NOI approval, SCDHEC permit to construct if water/sewer extension are required,
15. S&ME requires police escort while performing services onsite.
16. No LEED or other sustainability certification is anticipated.

17. Project budget is assumed to be \$10,000,000. Construction budget is assumed to be \$8,000,000 (20% of project budget assumed for soft costs, design fees, furniture, etc.). with approximately \$2,000,000 dedicated to site improvement costs.
18. Design Services is a lump sum fee based on an assumed total construction cost of \$8 million. Any additional funding that increases the total base cost of construction above the assumed \$8 million will trigger a request for additional services. Additional services fee would be anticipated to be between 8-8.5% and would only be applied to the difference between the assumed \$8 million and the new total construction cost. However, if the additional funding is specific to only funding construction of alternates from the proposal that was previously accepted no additional compensation will be requested.
19. Site is assumed to encompass 17 acres.
20. Delivery method is assumed to be Design Bid Build.
21. Three cost estimates at schematic design, design development and 80% construction documents are included.
22. Cultural study is assumed to not be needed as S&ME has a SHPO letter for the proposed park from August 2021.

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EXHIBIT C - COMPENSATION

SERVICE	FEE
BASIC SERVICES	
Task I: Schematic Design (Arch, Int, MEP/S)	\$144,250.00
Task II: Design Development (Arch, Int, MEP/S)	\$186,050.00
Task III: Construction Documentation (Arch, Int, MEP/S)	\$228,225.00
Basic Services Design Fee Total	\$558,525.00
BASIC SERVICES - ALTERNATIVES	
Task IV: Alt 1 - Construction Services Procurement (Arch, Int, MEP/S)	\$18,000.00
Task V: Alt 2 - Construction Administration (Arch, Int, MEP/S)	\$129,000.00
Task VI: Alt 3 – Construction Services Procurement and Construction Administration and As-Built Stormwater Drawings and Record Drawings (Civil/LA)	\$21,500.00
Basic Services Design Fee Total	\$727,025.00
REQUIRED ADDITIONAL SERVICES (to include but not limited to)	
Alt 4 - Environmental Study: Protected Species (federal species only)	
Alt 5 - Environmental Study: Wetlands	
Alt 6 – Geotechnical Exploration	
Alt 7 – Surveys: Per Exhibit A – Scope of Services	
Required Additional Services Total	\$62,400.00
Basic Services and Required Additional Services Total	\$789,425.00
REAR FIELD ACCESS ANALYSIS AND DESIGN	
Alt 8 – No Rise Flood Study	\$16,500.00
Alt 9 – Alternatives Analysis for Access to Rear Field	\$10,500.00
Alt 10 – Engineering Services for Bottomless Culvert	\$34,500.00
Alt 11 – Permitting with USACOE for Culvert Crossing	\$9,750.00
Rear Field Access Analysis and Design Total	\$71,250.00
OPTIONAL ADDITIONAL SERVICES (to include but not limited to)	
Alt 12 - Community Engagement	
Alt 13 - Operations and Revenue Analysis	
Alt 14 - Park Design (SD through Construction Administration)	
Alt 15 – Traffic Impact Analysis (if required)	
Alt 16 – Furniture, Fixtures and Equipment	
Optional Additional Services Total	\$110,000.00
Total for all Services	\$970,675.00

Any items not contained in the Scope of Services or contrary to the assumptions listed above will be deemed additional services. If requested by the City, additional services will be provided on an hourly basis at our standard hourly billing rates, or as a fixed fee mutually agreed to in advance by both parties.

STAFF HOURLY RATES

BILLING ROLE	BILLING RATE
Principal Architect	\$325
Principal Engineer	\$325
Principal Consultant	\$215
Project Manager	\$215
Senior Planner	\$200
Senior Engineer MEP	\$200
Landscape Architect	\$200
Senior Engineer Civil/Structural	\$180
Senior Interior Designer	\$180
Planner	\$165
Project Architect	\$165
Project Engineer MEP	\$165
Project Engineer Civil/Structural	\$145
Resident Observer	\$145
Senior Technician	\$140
Interior Designer	\$125
Junior Planner	\$110
Junior Engineer	\$110
Junior Technician	\$110
Clerical/Administrative	\$90

In addition to labor, CPL bills for the following project related costs: document review, permit or recording fees paid on behalf of the client, shipping, bid advertisement, specialty materials, software or equipment rental, sub-consultant fees, costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc, and employee owned vehicles fuel for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRA at the time the travel occurs.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / SAM.gov Unique Entity ID & CAGE # (Required)	City of Columbia Vendor number (Required)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Weston Sampson SSB1P3YN71E5	V012742	Civil Engineering/ Landscape Architecture	\$356,125.00	36.69%	N/A	N/A
S&ME 56-0791580	V009075	Geotechnical Services	\$30,000.00	3.09%	N/A	N/A
Palacio Collaborative 20-8194670	V018008	Cost Estimation	\$31,200.00	3.22%	MBE	BM
MMSA TMKHFBK9PT85	V018006	Structural Engineering	\$50,000.00	5.15 %	MBE/SBE/ DBE	BM
Beehyvve K4B6PSMJF7N5	V018115	Community Engagement	\$15,250.00	1.57%	MBE/WBE	BW
Survey One, LLC EIN 01-0777981	V018134	Survey	\$37,400.00 (Allowance)	3.85%	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 \$ \$403,975.00**TOTAL CONTRACT AMOUNT: \$** \$970,675.00

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

Business Name: CPL Architecture Engineering PlanningRepresentative Name/Title: Rachel F. Nilson, AIA, Vice President / Principal in ChargeDate: 5/1/2024

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Weston & Sampson

Company Name

1201 Main Street, Suite 930

Physical Address

1201 Main Street, Suite 930

Mailing Address

Columbia, SC 29201

City/State Zip Code

(803) 667-9904

Phone number

(978) 977-0100

Fax number

Kipling R. Gearhart, PE

Primary Contact Name

gearhartk@wseinc.com

Primary Contact Email Address

04-2601194

Federal ID #

Rachel Cotter, RLA

Secondary Contact Name

cotter.rachel@wseinc.com

Secondary Contact Email Address

V012742 BL 001254-04-202 Columbia, SC License

Vendor #

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

S&ME, Inc.

Company Name

2724 Discovery Place, Suite 120

Physical Address

2724 Discovery Place, Suite 120

Mailing Address

Raleigh, NC 27616

City/State Zip Code

(800) 849-2517

Phone number

(N/A)

Fax number

Tom Behnke

Primary Contact Name

tbehnke@smeinc.com

Primary Contact Email Address

56-0791580

Federal ID #

Matt Cooke

Secondary Contact Name

mcooke@smeinc.com

Secondary Contact Email Address

V009075

Vendor #

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

Palacio Collaborative

Company Name

400 Galleria Pkwy SE, Suite 1500

Physical Address

400 Galleria Pkwy SE, Suite 1500

Mailing Address

Atlanta, GA 30339

City/State Zip Code

(_ 404 _) 609-9006

Phone number

(_ N/A _)

Fax number

Michael D. Palacio

R. Kaye Smith

Primary Contact Name

Secondary Contact Name

mpalacio@palaciocollaborative.com

ksmith@palaciocollaborative.com

Primary Contact Email Address

Secondary Contact Email Address

20-8194670

V018008

Federal ID #

Vendor #

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

Beehyve L3C

Company Name

1122 West 63rd Street

Physical Address

1122 West 63rd Street

Mailing Address

Chicago, IL 60621

City/State Zip Code

(_ 773 _) 954-1416

Phone number

(_ N/A _)

Fax number

Kristen Locke

Deon Lucas

Primary Contact Name

Secondary Contact Name

klocke@beehyve.com

dlucas@beehyve.com

Primary Contact Email Address

Secondary Contact Email Address

81-3600876

V018115

Federal ID #

Vendor #

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

Survey One, LLC

Company Name

601 Northwood Road, Suite C

Physical Address

601 Northwood Road, Suite C

Mailing Address

Lexington, SC 29072

City/State Zip Code

(803) 808-2300

(N/A)

Phone number

Fax number

Rusty Owens

Primary Contact Name

Secondary Contact Name

surveyone@windstream.net

Primary Contact Email Address

Secondary Contact Email Address

EIN 01-0777981

V018134

Federal ID #

Vendor #

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

MMSA (Michael M. Simpson & Associates, Inc.)

Company Name

213 East Broad Street, Greenville, SC 29607

Physical Address

PO Box 24247

Mailing Address

Greenville, SC 29616

City/State Zip Code

(864) 331-1201

(864) 331-1070

Phone number

Fax number

Michael Simpson

Primary Contact Name

Secondary Contact Name

msimpson@mmsainc.com

Primary Contact Email Address

Secondary Contact Email Address

TMKHFBK9PT85

V018006

Federal ID #

Vendor #



MEETING DATE: May 21, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #1 for Pumps and Maintenance for the West Columbia Lift Station, as requested by Columbia Water on April 18, 2024. Award to Xylem Water Solutions USA, Inc., in an amount not to exceed \$110,000.00. The current term of the contract ends on June 30, 2024. This vendor is located in Charlotte, NC.

REQUISITION NO.: R222582

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300). The current budget amount is \$135,000.00. The budget amount for this amendment is \$110,000.00. The total revised budget amount is \$245,000.00.

ATTACHMENTS:

- **#a:** Memo Xylem May 2024 (PDF)
- **#b:** CA 1 Xylem Solutions (PDF)
- **#c:** Signed PO Mod Form Xylem (PDF)



We Are Columbia

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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: May 21, 2024

Subject: Recommendation for Approval
Sole Source PO Increase – Xylem Water Solutions

(Xylem Sole Source)

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Metro Wastewater Treatment Plant Division, for the Sole Source Procurement increase to Xylem Water Solutions.

The request amount for Equipment and Services: \$110,000.00

The purpose of this increase is the repair/rebuild two Xylem pumps that are 10 years old and currently experiencing electrical issues. In addition to the repair/rebuild Xylem will also perform a factory draw down test on these pumps to ensure they meet the capacity design for the lift station. While these pumps are being worked on a rental pump will be onsite to ensure pump capacity is able to convey the wastewater without causing an environmental impact. This will also include the purchase of a spare pump for the new Colonial Life Lift station that was installed as part of the Carolina Crossroads Project.

Funding Source for this request is 5516208-638305/658300.

Contract amount is \$110,000.

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

CMM# C000832

Xylem Water Solutions USA, Inc.

May 9, 2024

Description of Change: Request change in the Sole Source Agreement for services between the City of Columbia (City) and Xylem Water Solutions USA, Inc., (Contractor) executed June 29, 2023 (Agreement) to add funding in the amount of \$110,000.00 for pumps and maintenance for the West Columbia Lift Station.

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

This Change is Acceptable:

Name of Firm

Xylem Water Solutions USA, Inc.

JOHN MAUPIN

Print Name

John Maupin

Signature

5/10/24

Date

City of Columbia

Office of the City Manager

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC

5/9/2024

Teresa Wilson, City Manager

Signature

Date

Witness



MEETING DATE: May 21, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #2 for SS7619; Construction Administration and Observation Services for Annual Pipe Rehabilitation, as requested by Columbia Water on April 26, 2024. Award to Weston and Sampson, in an amount not to exceed \$83,400.00. The current term of the contract ends on June 30, 2024. This firm is located in Columbia, SC.

REQUISITION NO.: R220787

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects - Annual Pipe Rehabilitation - Capital Project Costs (5529999-SS761901-658650). The current budget amount is \$360,438.00. The budget amount for this amendment is \$83,400.00. The total revised budget amount is \$443,838.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Built Infrastructure

PURPOSE:

This is a Mentor Protégé Program project. Weston and Sampson is the mentor and will provide additional consultant services at 100.00% (\$83,400.00) of the amendment amount. CES Group Engineers, LLP, a Minority Business Enterprise (W) of Columbia, SC, is the protégé and the overall protégé participation for this project is 23.43%.

Contract Amendment #2 is requested to provide funding for additional consultant services. This project proposed work is to provide construction administration and observation services for the annual pipe rehabilitation project.

ATTACHMENTS:

- **#a:** Recomend for Approval Memo _ CA#2 SS7619 _ Weston & Sampson (PDF)
- **#b:** Signed _ PO Mod SS7619 Const. Admin. & Observ. Serv. - Annual Pipe Rehab. _ Weston & Sampson (PDF)
- **#c:** Signed _ CA#2 SS7619 Const. Admin. Observ. Serv. - Annual Pipe Rehab. _ Weston & Sampson (PDF)
- **#d:** SS7619 CA#2 OBO MPP CO Form_04.17.2024_signed (PDF)

Contract Amendment #2**11.c**

SS7619 Construction Administration and Observation Services for Annual Pipe Rehabilitation
 RFQu11-16-17
 Weston and Sampson Engineers

April 29, 2024

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Weston and Sampson Engineers (Engineer) executed March 9, 2023 (Agreement) to provide funding increase for the extension of consultant services.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from March 15, 2023 to March 14, 2024; Purchase Order# P198075):	\$360,438.00
Contract Amendment #1 (Time Extension from March 15, 2024 to June 30, 2024; Purchase Order# P198075):	\$0.00
Current Contract Amount	\$360,438.00
This Contract Amendment #2 (Funding Increase; Purchase Order# P198075):	\$83,400.00
Revised Contract Amount:	\$443,838.00

This Change is Acceptable:

Name of Firm

Weston and Sampson Engineers
 Kipling R. Gearhart, PE,
 VP, Regional Manager

Print Name



Signature

April 30, 2024

Date

City of Columbia

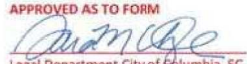
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

4/30/2024

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:	\$ 360,438.00	\$ 256,438.00	71.15%	\$ 104,000.00	28.85%	\$ 0.00	N/A
CO# 1:	\$ 0.00	\$ 0.00	N/A	\$ 0.00	N/A	\$ 0.00	N/A
CO# 2:	\$ 83,400.00	\$ 83,400.00	100.00%	\$ 0.00	0.00%	\$ 0.00	N/A
CO# _____:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# _____:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# _____:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This Change Order: (Increase)	\$ 83,400.00	\$ 83,400.00	100.00%	\$ 0.00	0.00%	\$ 0.00	N/A
Revised Contract:	\$ 443,838.00	\$ 339,838.00	76.57%	\$ 104,000.00	23.43%	\$ 0.00	N/A

MPP Project #/Name: SS7619 – Annual Pipe Rehabilitation **Change Order #:** 02 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 83,400.00

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

See attached amendment scope of work and justification.

Change Order/Amendment Type:

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

N/A

3. ☒ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)

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

- **Amount of Change Order/Amendment to be received by the protégé:** \$ 0.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

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

4. Revised scope of work

The original contract for CES allocated \$104,000.00 in hourly services to Task 900. To date, CES still has remaining funds in Task 900, these remaining funds will be sufficient for the remaining contract duration.

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 Kipling R. Gearhart (Mentor Firm) this 22 day of Apr 2024.

By: Kipling R. Gearhart, PE Title: Vice President & SC Regional Manager

Firm Name: Weston & Sampson Engineers, Inc.

EXECUTED by R. Thomas Cannarella (Protégé Firm) this 19th day of April 2024.

By: R. Thomas Cannarella Title: Columbia SC Design Services Manager

Firm Name: CES Group Engineers, LLP, 1411 Gervais Street - Suite 402, Columbia, SC 29201

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$360,438.00. The original amount received by the protégé was \$104,000.00, or 28.85% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$443,838.00. The protégé will receive \$104,000.00 or 23.43% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
25th day of April, 2024.

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.

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:	\$ 360,438.00	\$ 256,438.00	71.15%	\$ 104,000.00	28.85%	\$ 0.00	N/A
CO# 1:	\$ 0.00	\$ 0.00	N/A	\$ 0.00	N/A	\$ 0.00	N/A
CO# 2:	\$ 83,400.00	\$ 83,400.00	100.00%	\$ 0.00	0.00%	\$ 0.00	N/A
CO# _____:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# _____:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
CO# _____:	\$ 0	\$ 0	0%	\$ 0	0%	\$ 0	0%
This Change Order: (Increase)	\$ 83,400.00	\$ 83,400.00	100.00%	\$ 0.00	0.00%	\$ 0.00	N/A
Revised Contract:	\$ 443,838.00	\$ 339,838.00	76.57%	\$ 104,000.00	23.43%	\$ 0.00	N/A

MPP Project #/Name: SS7619 – Annual Pipe Rehabilitation **Change Order #:** 02 (Ex: 01, 02)

Change Order/Amendment Amount: \$ 83,400.00

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

See attached amendment scope of work and justification.

Change Order/Amendment Type:

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

N/A

3. ☒ **Funding Increase – Amount** (Please continue on to questions 3 A & B below)

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

- **Amount of Change Order/Amendment to be received by the protégé:** \$ 0.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

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

4. Revised scope of work

The original contract for CES allocated \$104,000.00 in hourly services to Task 900. To date, CES still has remaining funds in Task 900, these remaining funds will be sufficient for the remaining contract duration.

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 Kipling R. Gearhart (Mentor Firm) this 22 day of Apr 2024.

By: Kipling R. Gearhart, PE Title: Vice President & SC Regional Manager

Firm Name: Weston & Sampson Engineers, Inc.

EXECUTED by R. Thomas Cannarella (Protégé Firm) this 19th day of April 2024.

By: R. Thomas Cannarella Title: Columbia SC Design Services Manager

Firm Name: CES Group Engineers, LLP, 1411 Gervais Street - Suite 402, Columbia, SC 29201

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was \$360,438.00. The original amount received by the protégé was \$104,000.00, or 28.85% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is \$443,838.00. The protégé will receive \$104,000.00 or 23.43% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
25th day of April, 2024.

By: LaTonya B Germany Title: Program Compliance Specialist

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



MEETING DATE: May 21, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve Contract Amendment #7 for Instrumentation and Supervisory Control and Data Acquisition (SCADA) System Maintenance, as requested by Columbia Water on April 24, 2024. Award to CITI, LLC, in an amount not to exceed \$90,000.00. The current term of the contract ends on June 30, 2024. This firm is located in Charlotte, NC.

REQUISITION NO.: R222554

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). The current budget amount is \$312,725.00. The budget amount for this amendment is \$90,000.00. The total revised budget amount is \$402,725.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Organizational Effectiveness

CA#7 is requested to provide funding to cover expenses for maintenance services through year-end FY23-24.

ATTACHMENTS:

- **#a:** PM Memo Request for Agenda Approval - CA#7 SCADA _ CITI (PDF)
- **#b:** PO MOD-CA#7 Instrumentation & SCADA System Maint. _ CITI _ (PDF)
- **#c:** Signed _ CA#7 SCADA System Maintenance CITI (PDF)

Contract Amendment #7

Instrumentation & SCADA System Maintenance

Bid007-17-18

CITI, LLC

May 6, 2024

Description of Change: Request change in Agreement for services between the City of Columbia (City) and CITI, Limited Liability Corporation (Vendor) to increase funding in the amount of \$90,000.00 to Purchase Order# P199407 for maintenance services through year end.

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

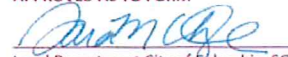
This Change is Acceptable:**Name of Firm**

CITI, LLC

City of Columbia

Office of the City Manager

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

5/8/2024

Anthony Cirsi
 Print Name

Teresa Wilson, City Manager


 Signature

 Signature

5/9/2024
 Date

 Date

 Witness



MEETING DATE: May 21, 2024

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve Project WM4715; Pay Difference to up-size water mains at I-20 and Percival Road for Spears Creek Quadrant Off-Site Water Main Project, as requested by Columbia Water. Award to Malamute Heavy Construction in the amount of \$100,825.00. This firm is located in Elgin, SC.

REQUISITION NO.: R228038

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fiscal Year 2023/2024 CIP WM4715-Spears Creek Quadrant Off-Site Water Main. The original budget amount is \$100,825.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Built Infrastructure, Economic Growth

The purpose of this request is to reimburse the developer for the cost associated with up-sizing approximately 560 feet of 16-inch water main and 375 feet of 12-inch water main as requested by the City of Columbia. The attached map shows the location of the project site.

The Director of Engineering recommends approval of this pay difference. The total reimbursement due is \$100,825.00.

This reimbursement will be funded through the water improvements fund via a transfer of funds from FY23/24 CIP, Project 335818 - Pay Difference Agreements.

ATTACHMENTS:

- **#a:** Pay Difference Memo (PDF)
- **#b:** WM4715_SR_Spears_Creek_Quadrant_CF_355_62 (PDF)
- **#c:** WM4715_Spears Creek Proposal (PDF)

- #d: WM4715_Spears_Creek_Quadrant_NTP (PDF)
- #e: WM4715_355-62 Spears_Creek_Quadrant_Offsite_Water_Improvement_Plans (PDF)



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

November 8, 2022

Re: Proposed Water Main Construction Plans for;
Off-Site Water Spears Creek Quadrant; TMS:
28800-06-04; Civil Engineering of Columbia;
(Outside City Limits); Plans Dated October
31, 2022; CF# 355-62

Spears Creek Quadrant Partners
PO Box 528
Columbia SC, 29202
Attn: John Lumpkin

Dear Mr. Lumpkin,

The referenced plans received November 2, 2022 have been examined and are approved with the following exceptions and provisions:

1. This approval letter indicates that the overall construction plans are in general compliance with the City's Engineering Regulations; however, the project engineer is fully responsible to ensure that all project drawings, specifications, work and materials for this development are in full compliance with all applicable City Engineering Regulations, City and County Regulations, Ordinances and SCDOT roadway specifications. The City shall not be held accountable for errors, omissions, misinformation, data not shown, details that are not shown, and improvements that are not labeled on the drawings that have been submitted for review and approval.
2. **Please refer to Engineering Regulations Part 1, Section 1.6 Approved Plans Construction Requirements for mandatory additional requirements concerning this project.**
3. The proposed water plans are to be submitted to the South Carolina Department of Health and Environmental Control for permitting under the Delegated Review Program by the design engineer.
4. Static pressure will exceed 75 psi at elevations below pipe elevation 433 feet mean sea level. The developer shall be responsible for providing pressure-reducing devices to protect building plumbing systems.

ColumbiaSCWater.Net



5. All water mains below 433 MSL pipe elevation must be ductile iron pipe.
6. All costs of any installation and/or materials for installation of 4" and larger water main connection/tap and/or fire hydrant installation/relocation shall be the responsibility of the applicant. The cost shall include but not be limited to connection to the main, cutting and repairing pavement, and restoration required to install the connection/tap. If applicable, all 4" and larger water meters shall be purchased from the City of Columbia Utilities and Engineering Department (803-545-3400). Installation of tap and/or meters shall be by a City approved contractor hired by the owner at the owner's expense. A list of approved contractors shall be provided by the Utilities and Engineering Department. Installation of this service and/or connection, must be coordinated with the City of Columbia Utility inspector and approved prior to operation.
7. The City of Columbia reserves the right to request additional easements as needed for access, ingress, egress, operation, maintenance and repair of the utilities to be conveyed to this City of Columbia for this project.
8. **Prior to any construction, the attached "Agreement to Comply" statement shall be signed and returned to the City.**
9. **The Owner/Developer is responsible for verifying the location of all existing utilities prior to construction.**
10. Construction plan approval is valid for only three (3) years. In the event improvements have not been completed within that time, plans must be submitted for approval and shall be subject to ordinances and regulations in effect on that date

Special Conditions:

1. **The City will pay the difference in construction cost, including valves and appurtenances, concerning all of the proposed 16" watermains and a (required) 12" watermain. Payment for this construction cost will be provided by CIP #WM4715 and is estimated to be \$104,000.**
2. **The developer must receive bids (minimum 3) for the City's construction cost items, both proposed and required, separately from proposals for the entire project.**
3. **Prior to beginning construction, the unit bid prices received for pay difference items will be evaluated by the City. The City may elect to accept the low bid prices and allow the contractor to install the pay difference items or disapprove all proposals and install the water main itself. Should the City elect to install the water main, the developer must pay the City the entire cost of construction of the originally proposed 12" water main as**

computed from the low bid prices received.

Should you require additional information, please feel free to contact Scott Rogers at 803-545-3243.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Rogers", is positioned above the printed name.

Scott Rogers

Utility Review Manager

SR

cc: Richard Allan Goff, PE, Civil Engineering of Columbia



Engineering Division
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

November 8, 2022

Re: Proposed Water Main Construction Plans for;
Off-Site Water Spears Creek Quadrant; TMS:
28800-06-04; Civil Engineering of Columbia;
(Outside City Limits); Plans Dated October
31, 2022; CF# 355-62

Community Section Manager
SCDHEC
Bureau of Water
2600 Bull Street
Columbia, SC 29201

Attn: D.R.P. Construction Submittal

Dear Sir or Madam:

The referenced project is a DRP submittal that has been examined, is approved for construction permitting and complies with R.61-58 and R.61-67.

Following completion of construction, granting of easements and deeding of the systems, the City will accept the proposed water main(s) for ownership, operation and maintenance. The City will provide water service for a calculated design demand (fire plus coincident) of 1,000 gpm from Water System No. 4010001.

Should you require additional information, please contact Scott Rogers, at 545-3290.

Yours very truly,

Andrea Bolling, P.E., CFM
Deputy Director of Engineering

SR/sr
Enclosures

cc: Richard Allan Goff, PE, Civil Engineering of Columbia



Department/Division Name

PO Box 147 | Columbia, SC 29217 | (803) 545-3300

November 8, 2022

Re: Proposed Water Main Construction Plans for;
Off-Site Water Spears Creek Quadrant; TMS:
28800-06-04; Civil Engineering of Columbia;
(Outside City Limits); Plans Dated October 31,
2022; CF# 355-62

Spears Creek Quadrant Partners
PO Box 528
Columbia SC, 29202
Attn: John Lumpkin

Dear Mr. Lumpkin,

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

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

Print Owner/Developer Name

Signature of Owner/Developer

Date

Please return to:

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

Should you require additional information, please feel free to contact the Engineering at (803) 545-3400 and ask for a Utilities Project Coordinator or use their email inbox at EngProjects@columbiasc.gov.

ColumbiaSCWater.Net



We Are Columbia

McClam & Associates, Inc.

1642 Holy Trinity Church Rd. Little Mountain, SC 29075
 PH. 803-345-9194 * FAX 803-345-5362

Wayne Bye
 Malamute Heavy Construction

Off-Site Water Improvements
 Spears Creek Quadrant

We propose to complete all work per drawings by Civil Engineering of Columbia dated 9-15-22.

Base Bid 16" & 12"	
Total LS price Percival Rd.	\$230,145.00
Total LS price I-20	\$478,990.00
 Total	 \$709,135.00

Alt 12" Only Deduct	
LS deduct Percival Rd.	\$24,530.00
LS deduct I-20	\$76,295.00
 Total 12" Deduct	 \$100,825.00



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

NOTICE TO PROCEED

April 19, 2024

Project: Spears Creek Quadrant (Off-Site) CF# 355-62

Spears Creek Quadrant Partners
P.O. Box 528
Columbia, SC 29202
Attn: John Lumpkin

Dear Mr. Lumpkin,

On November 8, 2022 the City of Columbia Engineering Department issued a water main construction approval for the installation of a 16" water main crossing Interstate 20 near Spears Creek Church Rd. The City will pay the difference in construction cost, including valves and appurtenances, concerning all of the proposed 16" water main and a (required) 12" water main. Payment for this construction cost will be provided by CIP #WM4715.

The Engineering Department received a quote for the water main work. We have evaluated the quote and elect to accept the quote and allow McClam & Associates, Inc. to install the pay difference items. Please accept this letter as a notice to proceed with the work.

After the work is completed, we request that the engineer submits Record Drawings to EngProjects@columbiasc.gov. After the drawings are received, you may request reimbursement in writing to the City Engineer along with your W-9 and New Vendor Form. Please feel free to contact me with any further questions and/or concerns.

Best Regards,

Scott Rogers
Utility Review Manager

ColumbiaSCWater.Net





City of Columbia New Vendor Information Form

The City is an equal opportunity employer and encourages Local Business Enterprise (LBE), Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business in accordance with SBA guidelines and/ or similar state or federal certification programs participation to the extent legally feasible.

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). In an effort to encourage socially and economically disadvantaged business participation, please complete the information below and check all boxes that apply.

Business Name: Malamute Heavy Construction LLC
Name of Owner(s): Harold Pickrel
Business Address: 941 Spears Creek Court
City, State Zip: Elgin, SC 29045
Phone: 803-699-4131
Email: madison@hvp3.com

Minority/Women Owned Business Enterprise Association: *(Please check only one.)*

- | | |
|---|---|
| ☐ African American Male | ☐ African American Female |
| ☐ Asian American Male | ☐ Asian American Female |
| ☐ Hispanic Male | ☐ Hispanic Female |
| ☐ Native American Male | ☐ Native American Female |
| ☐ Native Hawaiian/Pacific Islander Male | ☐ Native Hawaiian/Pacific Islander Female |
| ☐ Non-Minority (Caucasion) Male | ☐ Non-Minority (Caucasion) Female |
| | ☒ Not Applicable |

Certifications: *Please check all Registered Certifications for your business.*

- | | |
|--|---|
| ☐ SCDOT Disadvantaged Business Enterprise (DBE) | ☐ SBA 8(a) Program |
| ☐ Local Business Enterprise (LBE) | ☐ Service Disabled Veteran Owned Small Business (SDVOSB) |
| ☐ SBA HUBZone Program | ☐ Columbia Disadvantage Business Enterprise (CDBE) |
| ☐ SC Div. of Small & Minority Business Contacts & Certifications Minority/Women-Owned Business Enterprise (M/WBE) | ☐ Not Applicable |

Please submit this form along with your completed W-9 form to City of Columbia.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

McClam & Associates, Inc.

1642 Holy Trinity Church Rd. Little Mountain, SC 29075
PH. 803-345-9194 * FAX 803-345-5362

Off Site Water Improvements Spears Creek Quadrant

16" & 12" Base Bid

			Unit Price	Total
Percival Road				
16" RJ Ductile Iron Pipe	190	LF	\$308.00	\$58,520.00
12" Ductile Iron Pipe	287	LF	\$226.00	\$64,862.00
12" RJ Ductile Iron Pipe	80	LF	\$240.00	\$19,200.00
16"x 12" Tee	1	EA	\$3,758.00	\$3,758.00
16" MJ 45 Degree Bend	1	EA	\$2,685.00	\$2,685.00
16" Cap	2	EA	\$1,675.00	\$3,350.00
12" MJ 11.25 Degree Bend	1	EA	\$1,230.00	\$1,230.00
12" Cap	1	EA	\$1,200.00	\$1,200.00
16" Butterfly Valve	2	EA	\$18,485.00	\$36,970.00
12"x6" Fire Hydrant complete	1	EA	\$11,560.00	\$11,560.00
Erosion Control	1	LS	\$1,200.00	\$1,200.00
R&R Asphalt	1	LS	\$19,250.00	\$19,250.00
Asbuilts	1	LS	\$3,360.00	\$3,360.00
Testing	1	LS	\$3,000.00	\$3,000.00
SUBTOTAL PERCIVAL RD				\$230,145.00

			Unit Price	Total
I-20				
16" RJ Ductile Iron Pipe	170	LF	\$217.00	\$36,890.00
16" RJ Ductile Iron Pipe in Casing	350	LF	\$260.00	\$91,000.00
30" Bore & Jack	350	LF	\$750.00	\$262,500.00
12"x 12" Tapping Sleeve & Valve	1	EA	\$18,770.00	\$18,770.00
16"x 12" MJ Reducer	1	EA	\$2,465.00	\$2,465.00
16" MJ Tee	1	EA	\$4,255.00	\$4,255.00
16" MJ 11.25 Degree Bend	1	EA	\$2,755.00	\$2,755.00
16" Cap	2	EA	\$3,505.00	\$7,010.00
16"x6" Fire Hydrant Complete	1	EA	\$11,885.00	\$11,885.00
16" Butterfly Valve	2	EA	\$17,310.00	\$34,620.00
Erosion Control	1	LS	\$480.00	\$480.00
Asbuilts	1	LS	\$3,360.00	\$3,360.00
Testing	1	LS	\$3,000.00	\$3,000.00
SUBTOTAL I-20 Crossing				\$478,990.00
TOTAL BASE BID				\$709,135.00

12" Alternate

			Unit Price	Total
Percival Road				
12" RJ Ductile Iron Pipe	270	LF	\$264.00	\$71,280.00
12" Ductile Iron Pipe	287	LF	\$226.00	\$64,862.00
12" MJ Tee	1	EA	\$3,158.00	\$3,158.00
12" MJ 45 Degree Bend	1	EA	\$2,385.00	\$2,385.00
12" Cap	3	EA	\$1,200.00	\$3,600.00
12" MJ 11.25 Degree Bend	1	EA	\$1,230.00	\$1,230.00
12" Gate Valve	2	EA	\$10,365.00	\$20,730.00
12"x6" Fire Hydrant complete	1	EA	\$11,560.00	\$11,560.00
Erosion Control	1	LS	\$1,200.00	\$1,200.00
R&R Asphalt	1	LS	\$19,250.00	\$19,250.00
Asbuilts	1	LS	\$3,360.00	\$3,360.00
Testing	1	LS	\$3,000.00	\$3,000.00
SUBTOTAL PERCIVAL RD				\$205,615.00

I-20

12" RJ Ductile Iron Pipe	170	LF	\$173.00	\$29,410.00
12" RJ Ductile Iron Pipe in Casing	350	LF	\$220.00	\$77,000.00
24" Bore & Jack	350	LF	\$650.00	\$227,500.00
12"x 12" Tapping Sleeve & Valve	1	EA	\$18,770.00	\$18,770.00
12" MJ Tee	1	EA	\$3,655.00	\$3,655.00
12" MJ 11.25 Degree Bend	1	EA	\$2,455.00	\$2,455.00
12" Cap	2	EA	\$3,330.00	\$6,660.00
12"x6" Fire Hydrant Complete	1	EA	\$11,485.00	\$11,485.00
12" Gate Valve	2	EA	\$9,460.00	\$18,920.00
Erosion Control	1	LS	\$480.00	\$480.00
Asbuilts	1	LS	\$3,360.00	\$3,360.00
Testing	1	LS	\$3,000.00	\$3,000.00
SUBTOTAL I-20 Crossing				\$402,695.00

TOTAL ALT. BID **\$608,310.00**

TOTAL BASE BID MINUS ALT BID **(\$100,825.00)**

for the construction of
OFF-SITE WATER
IMPROVEMENTS

SPEARS CREEK QUADRANT

for the construction of OFF-SITE WATER IMPROVEMENTS

SPEARS CREEK QUADRANT

CITY OF COLUMBIA, RICHLAND COUNTY

PREPARED FOR

SPEARS CREEK QUADRANT PARTNERS
COLUMBIA, SC

THE OWNER IS:
SPEARS CREEK QUADRANT PARTNERS
PO BOX 528
COLUMBIA SC, 29202
TEL: 803-782-6429
ATTN: JOHN LUMPKIN
EMAIL: LUMPKIN@SCQWAT.COM

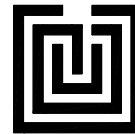
THE ENGINEER IS:
CIVIL ENGINEERING OF COLUMBIA
 3740A FERNANDINA ROAD
 COLUMBIA, S.C. 29210
 TEL: (803)798-2820
 FAX: (803)798-2826
 ATTN: MR. ALLAN COFF, PE
 EMAIL: ALLAN@CEC01A.COM

THE WATER OPERATOR IS:
CITY OF COLUMBIA
COLUMBIA, SC 29201
1136 WASHINGTON ST
TEL: 803-545-3300
ATTN: SCOTT ROGERS
CMAA: TERRY L. ROGERS



SEPTEMBER 15, 2022

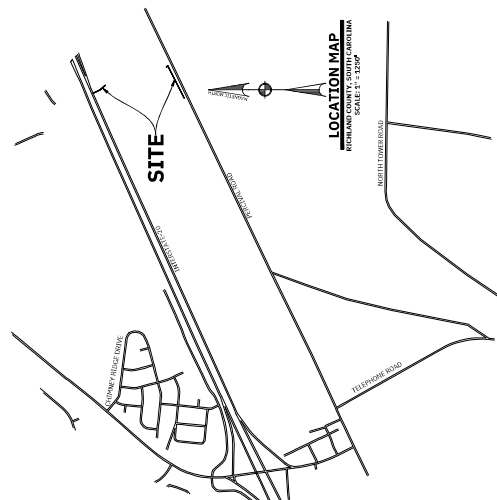
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**CIVIL
ENGINEERING of
COLUMBIA**

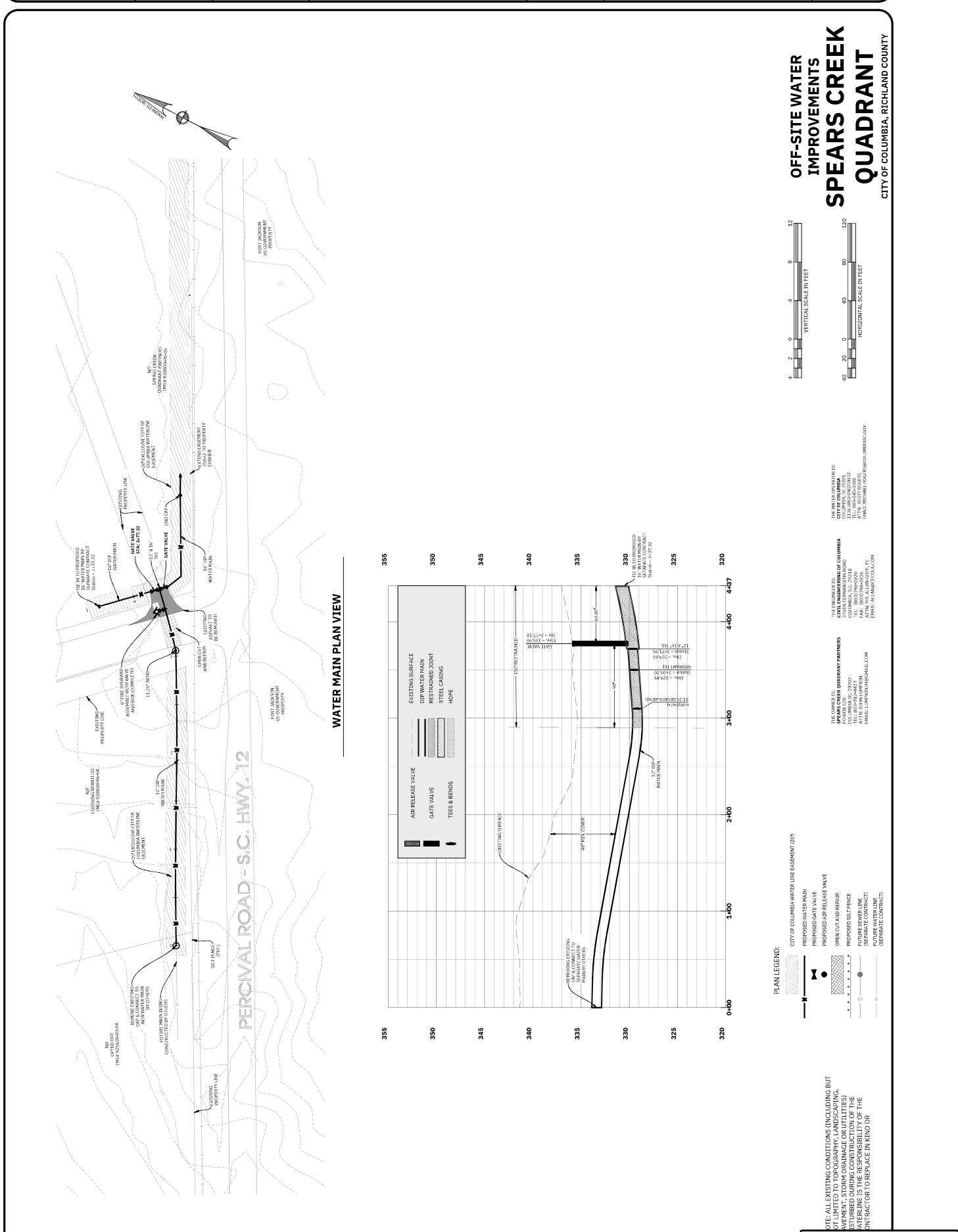
Building Community.
Since 1974

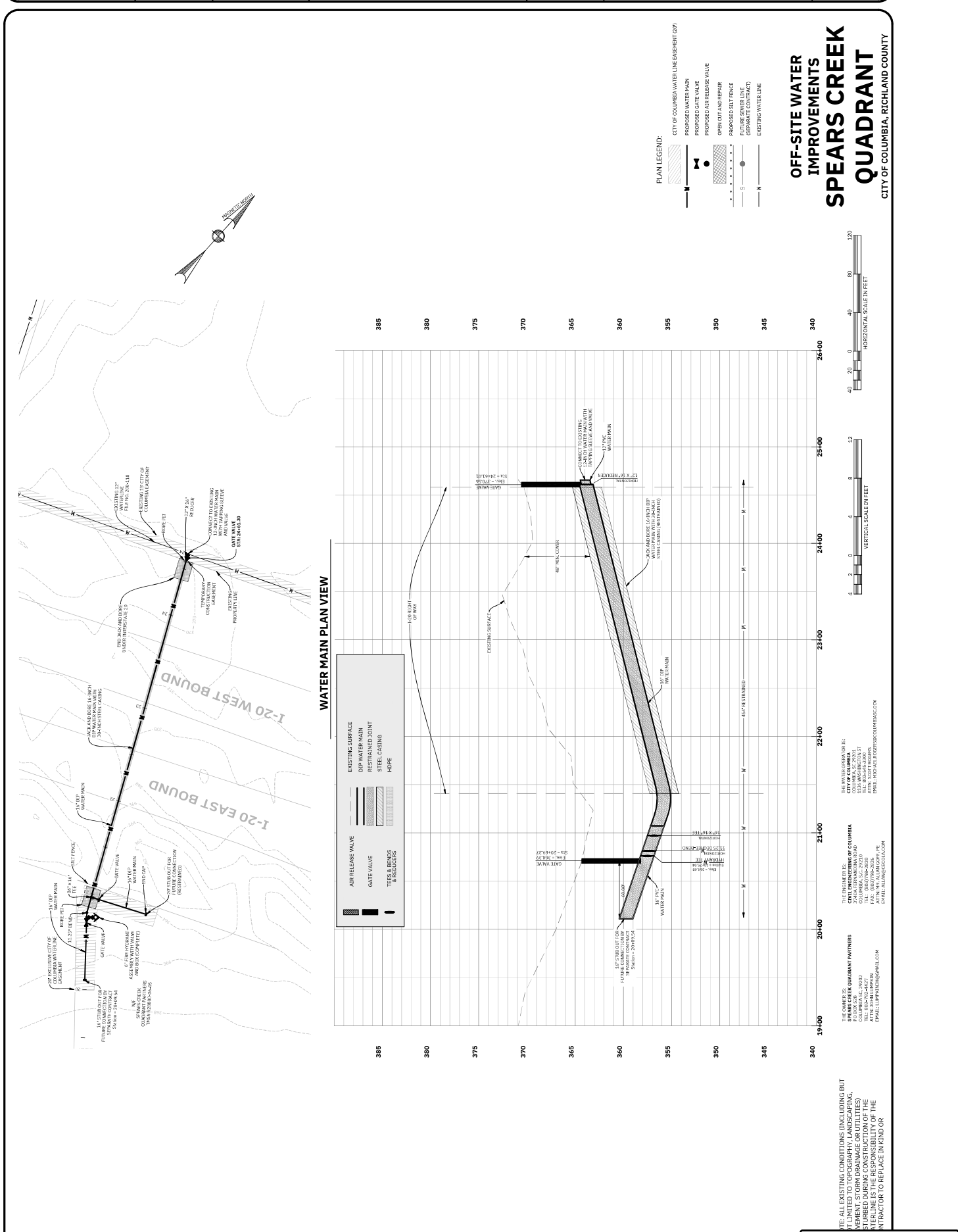
3740A FERNANDINA ROAD COLUMBIA, SC 29210
TEL (803) 798-2820 FAX (803) 798-2826



INDEX:	
DWG. NO.	DESCRIPTION
1	OVERALL LAYOUT
2	GENERAL NOTES
3	SPEARS CREEK WATER MAIN (1 OF 2)
4	SPEARS CREEK WATER MAIN (2 OF 2)
5	DETAILS

[illegible]







MEETING DATE: May 21, 2024

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project No. P027709; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Bluff Road(S-40-48) from Windy Drive (S-2644) to Carswell Drive (Richland County), as requested by Columbia Water. Award to SCDOT in the amount of \$508,606.82.

REQUISITION NO.: R228107

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water Improvement Fund – Utility Conflicts FY 23/24 CIP (WM225522 Utility Conflicts Annual & SS756101 Sewer Utility Relocation). The original budget amount is \$508,606.82.

CLEAN WATER 2020?: No

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's water and sewer utilities and their roadway improvement project, Bluff Road(S-40-48) from Windy Drive (S-2644) to Carwell Drive (Richland County) Sidewalk Improvements. This project is a safety and maintenance improvement project. Scope of this project includes relocating water services (Meters), an approximately 57 LF of 12" gravity sewer main and 273 LF of 2-inch and 8-inch sewer force main and appurtenances and Construction observation and inspection.

The City requested to go in-contract on this project with SCDOT, as outlined in ACT 36/SC Code 57-5-880. Enclosed, you will find SCDOT's Memorandum of Agreement (MOA) 1-24 (COC Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Managers signature is requested.

SCDOT's estimated project cost is \$1,288,454.63. Under Act 36, SCDOT will cover 4% or \$51,538.18. The City does not have Prior Rights. The City's cost share is

\$508,606.82. Based on the scope of work involved, it is recommended that these services be considered for approval.

The Director of Engineering recommends approval of this Agreement.

ATTACHMENTS:

- **#a:** Bluff Road Tear Sheet (PDF)
- **#b:** Bluff Road Preliminary Cost Estimate (PDF)
- **#c:** Bluff Road Plans (PDF)

WM4449/SS7436 S-48 (Bluff Road) from S-2644 (Windy Drive) to Carswell Drive Water and Sewer Relocation

Project Description:

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's water and sewer utilities and their sidewalk improvement project, S-48 (Bluff Rd) from S-2644 (Windy Drive) to Carswell Drive Sidewalk Improvement Project. The sidewalk project is a safety and maintenance improvement project. The scope of this project includes relocating approximately two water services (meters), 57 LF of 12" gravity sewer main and 273 LF of 2-inch and 8-inch sewer force main and appurtenances, construction observation and inspection.



Objectives: In-Contract relocation of City water and sewer lines within the project area

Project Type: Construction

Council District: Out of City Limits – Richland County

Project Funding: The relocation design and construction total cost is \$560,145. SCDOT will reimburse the City \$51,538.18 under ACT 36/SC Code 57-5-880. The City's cost share is \$508,606.82 to be funded through CIP WM4449/SS7456.

Current Project Status: SCDOT Utility Agreement (MOA 1-24) approval for Bid.

Project Contacts: John Hilbert
Utility Relocation Project Manager 803.545.3283
john.hilbert@columbiasc.gov



Figure 1 Bluff Rd Project Site



Construction Cost Opinion	
Date:	9/11/2023
Stage:	100% DESIGN
Project:	Bluff Rd. Water & Sewer Relocation
Location:	Columbia, SC
Preparer:	Hazen and Sawyer

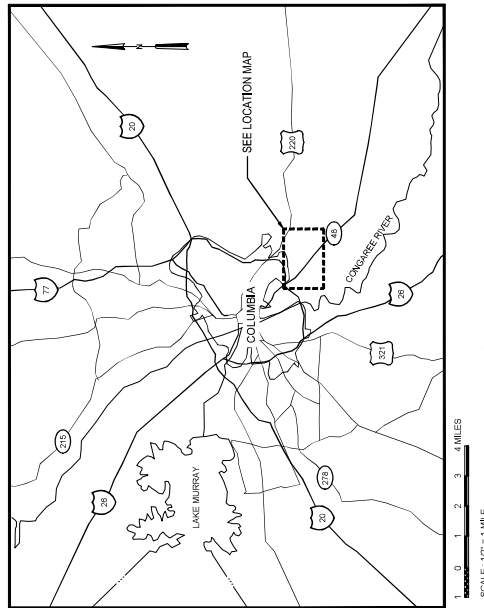
		Overall Costs			
	Description of Work	Quantity	Unit	Unit Cost	Total Cost
Water Construction					
1	Reconnect Service Lines	2	EA	\$ 3,500.00	\$ 7,000.00
Water Construction Subtotal					\$ 7,000.00
Sewer Construction					
1	Relocate 2-inch SCH 80 PVC Force Main	59	LF	\$ 55.00	\$ 3,245.00
2	Relocate 8-inch RJ DI PC350 Force Main (with Protecto 401)	214	LF	\$ 200.00	\$ 42,800.00
3	8-inch 90° MJ Bend	1	EA	\$ 1,000.00	\$ 1,000.00
4	8-inch 45° MJ Bend	8	EA	\$ 1,000.00	\$ 8,000.00
5	8-inch MJ Cap	2	EA	\$ 1,000.00	\$ 2,000.00
6	2-inch SCH 80 45° Bend	2	EA	\$ 100.00	\$ 200.00
7	2" Air Release Valve with Manhole	2	EA	\$ 15,000.00	\$ 30,000.00
8	12" PVC (SDR26) Gravity Sewer (6'-8')	57	LF	\$ 300.00	\$ 17,100.00
9	Service Lateral (Short Side)	1	EA	\$ 2,500.00	\$ 2,500.00
10	New Manhole (6'-8')	2	EA	\$ 10,000.00	\$ 20,000.00
11	New Doghouse Manhole (8'-10')	1	EA	\$ 12,000.00	\$ 12,000.00
12	Cut Top 4-feet of Existing Manhole and Fill with Flowable Fill	1	EA	\$ 2,500.00	\$ 2,500.00
13	Raven 405 Epoxy Coating (120 mil)	15	VF	\$ 500.00	\$ 7,500.00
14	Tie-in 2-inch force main to existing manhole (includes necessary repair to existing manhole)	1	EA	\$ 2,500.00	\$ 2,500.00
15	Flowable Fill (Trench Only)	39	CY	\$ 300.00	\$ 11,700.00
16	Pipe Abandonment (Pumped Flowable Fill)	272	LF	\$ 100.00	\$ 27,200.00
17	Concrete Encasement	1	CY	\$ 300.00	\$ 300.00
18	Flow Control and Temporary Bypass Pumping	1	LS	\$ 50,000.00	\$ 50,000.00
19	Cut & Replace Asphalt Roadway	88	LF	\$ 300.00	\$ 26,400.00
20	Sediment and Erosion Control	1	LS	\$ 7,500.00	\$ 7,500.00
Sewer Construction Subtotal					\$ 274,445.00
Water Construction Total					\$ 7,000.00
Sewer Construction Total					\$ 274,445.00
Water & Sewer Construction Total					\$ 281,445.00
25% Contingency					\$ 70,400.00
Total Construction					\$ 351,845.00
Total Construction					\$ 351,845.00
Profesional Services					\$ 208,300.00
Total Project Cost					\$ 560,145.00
SCDOT Programmed Budget					
Act 36 Share (4%)					
SCDOT Project Share					
Prior Rights (0%)					\$ 0
Non Prior Rights (100%)					
Utility Share (After Act 36)					

CITY OF COLUMBIA, SOUTH CAROLINA
DEPARTMENT OF UTILITIES & ENGINEERING

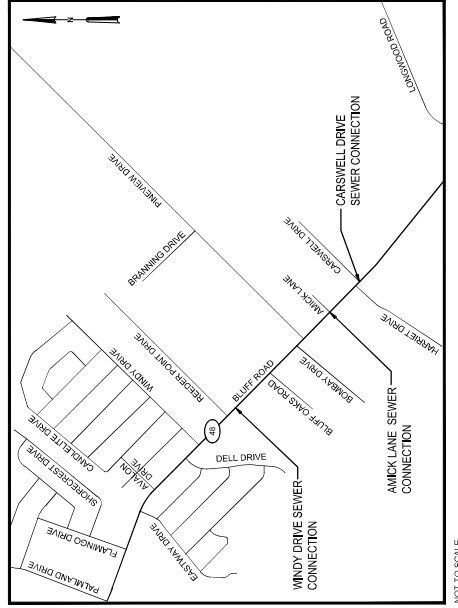
BLUFF ROAD WATER AND SEWER RELOCATION PROJECT

CITY PROJECT No.: WM 4449 AND SS 7456

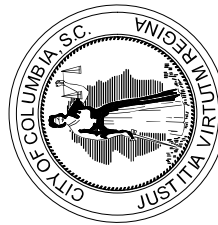
FEBRUARY 2022



VICINITY MAP



LOCATION MAP



We Ace Columbia
1136 Washington Street
Columbia, SC 29217
(803) 545-3400



HAZEN AND SAWYER
1122 Lady Street, Suite 1230
Columbia, South Carolina 29201



MAYOR
DANIEL J. RICKENMANN

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

CITY MANAGER
TERESA WILSON

DIRECTOR OF UTILITY OPERATIONS
JOSEPH D. JACO, P.E.

COUNCIL MEMBERS
HOWARD E. DUVAL, JR.
WILL BRENNAN
JOEY E. TAYLOR, JR.
TIMA N. HERBERT
ADITI BUSSELLS

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

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS AND ALL APPLICABLE REGULATIONS.
2. LOCATION SHOWN FOR UNDERGROUND UTILITIES AND STRUCTURES ARE BASED ON FIELD SURVEYS AND RECORD DRAWINGS. THESE LOCATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION AND VERTICALLY, CALL "UTILITY TO UTILITY".
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION.
5. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION.
6. WHEN FIELD CUTTING OF PIPE IS NECESSARY, THE CONTRACTOR SHALL CUT PIPE WITH A PIPE SAW IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED REQUIREMENTS. FIELD WELDING OR TORCH-CUTTING ARE PROHIBITED.

SEEDING SCHEDULE (NON-WETLAND)

SCHEDULE NO.	COMMON SEED NAME	APPLICATION RATE (lb/acre)	PLANTING DATES
1	Rye (annual or Rye (perennial)	50 75	September 1 - March 15
2	Rye (grass)	50	September 1 - April 15
3	Bowditch Millet or Japanese Millet	40 40	March 15 - August 31
NOTES			
1. A-65 3,000 LB/AC straw mulch.			

PERMANENT SEEDING SHALL BE IN ACCORDANCE WITH PART 20 SPECIFICATION FOR REGULATION, FILLING, AND SEEDING OF THE CITY OF COLUMBIA ENGINEERING REGULATIONS.

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

PROJECT NUMBER	C-RAGOS
DESIGNED BY	C-RAGOS
DRAWN BY	J GREENE
CHECKED BY	B ORNE
DATE	01/27/2023
ISSUED FOR	BY



Hazen & Sawyer
1122 LADY STREET, SUITE 1200
COLUMBIA, SOUTH CAROLINA 29201
LICENSE NO. 000638

Hazen
HAZEN AND SAWYER
COLUMBIA, SOUTH CAROLINA 29201
LICENSE NO. 000638



CITY OF COLUMBIA
COLUMBIA, SOUTH CAROLINA
BLUFF ROAD WATER AND SEWER
RELOCATION PROJECT

GENERAL
GENERAL NOTES & INDEX OF DRAWINGS

DATE	FEBRUARY 2022
HAZEN NO.	31059-033
CONTRACT NO.	
DRAWING NUMBER	

SEQUENCE OF CONSTRUCTION OPERATIONS

1. NO WORK TO BE PERFORMED PRIOR TO RECEIPT OF NECESSARY PERMITS FROM SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND ENVIRONMENTAL CONTROL (SCDOT).
2. CONTRACTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO ANY COMMENCEMENT OF WORK.
3. CONTRACTOR SHALL CONTACT THE SCOTIC REGIONAL WATER TREATMENT PLANT TO OBTAIN NECESSARY LAUNCHING ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
4. MEASUREMENTS SHALL BE TAKEN AT THE FOLLOWING LOCATIONS:
 - MEASUREMENTS SHALL BE TAKEN AT THE FOLLOWING LOCATIONS:
 - MEASUREMENTS SHALL BE TAKEN AT THE FOLLOWING LOCATIONS:
 - MEASUREMENTS SHALL BE TAKEN AT THE FOLLOWING LOCATIONS:
5. ONCE ALL MEASUREMENTS HAVE BEEN INSTALLED, THE SITE SHALL BE CLEARED AND GRUBBED AS SHOWN ON THE CONTRACT DRAWINGS. CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
6. ALL PIPE WORK SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD CONSTRUCTION TECHNIQUES. ONLY ONE PIPE SHALL BE INSTALLED AT A TIME. THE PIPE SHALL BE INSTALLED IN ONE DAY. THE PIPE SHALL BE CAPPED AT THE END OF EACH WORK DAY TO PREVENT SEDIMENT FROM ENTERING THE PIPE. THE PIPE SHALL BE CAPPED AT THE END OF EACH WORK DAY TO PREVENT SEDIMENT FROM ENTERING THE PIPE.
7. EARTHWORK EXCAVATION AND FILL OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH STANDARD CONSTRUCTION TECHNIQUES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
8. STORM DRAINAGE DITCHES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION.
9. TEMPORARY SEEDING MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE THAT ARE NOT TO BE PERMANENTLY SEEDING. TEMPORARY SEEDING MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE THAT ARE NOT TO BE PERMANENTLY SEEDING.
10. ONCE ALL EARTHWORK AND CONSTRUCTION ACTIVITIES ARE COMPLETE, FINAL GRADING MAY BEGIN.
11. UPON COMPLETION OF FINAL GRADING, PERMANENT SEEDING SHALL BE EMPLOYED ON ALL DISTURBED AREAS AS SHOWN ON THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
12. ONCE PERMANENT SEEDING HAS OCCURRED AND THE CONTRACTOR HAS OBTAINED ALL NECESSARY PERMITS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION.

SEDIMENT AND EROSION CONTROL

1. IF NECESSARY, SLOPES WHICH EXCEED 8:1 (H:V) SHALL BE STABILIZED WITH HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY BERMES TO PREVENT EROSION UNTIL THE SLOPE IS BUILT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE AFTER THE COMPLETION OF EARTHWORK. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSTALLED AND MAINTAINED AS SHOWN ON THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
4. PERMANENT SEEDING MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE THAT ARE NOT TO BE PERMANENTLY SEEDING.
5. EARTHWORK EXCAVATION AND FILL OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH STANDARD CONSTRUCTION TECHNIQUES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
6. STORM DRAINAGE DITCHES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION.
7. TEMPORARY SEEDING MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE THAT ARE NOT TO BE PERMANENTLY SEEDING.
8. ONCE ALL EARTHWORK AND CONSTRUCTION ACTIVITIES ARE COMPLETE, FINAL GRADING MAY BEGIN.
9. UPON COMPLETION OF FINAL GRADING, PERMANENT SEEDING SHALL BE EMPLOYED ON ALL DISTURBED AREAS AS SHOWN ON THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
10. ONCE PERMANENT SEEDING HAS OCCURRED AND THE CONTRACTOR HAS OBTAINED ALL NECESSARY PERMITS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION.

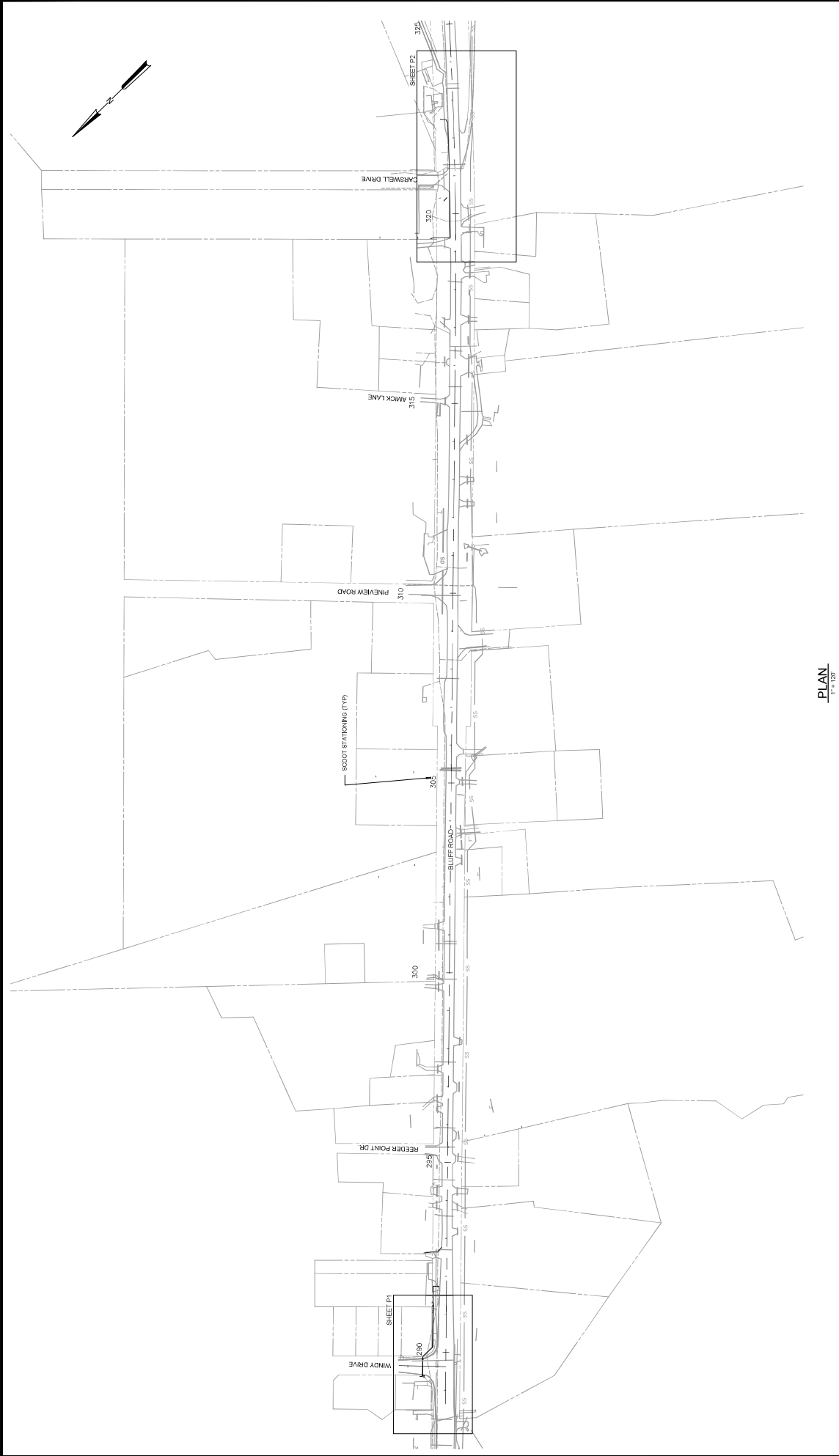
INDEX OF DRAWINGS

DRAWING NUMBER	DRAWING TITLE
GENERAL	COVER
001	GENERAL NOTES & INDEX OF DRAWINGS
002	ABBREVIATIONS, LEGEND, AND SYMBOLS
P0	PLAN AND PROFILE
P1	OVERALL SITE PLAN
P2	WINDY DRIVE SEWER CONNECTION
STANDARD DETAILS	
D1	MISCELLANEOUS STANDARD DETAILS
D2	MISCELLANEOUS STANDARD DETAILS

12. INITIAL STABILIZATION MEASURES ON ANY EXPOSED SLOPE SHALL BE INSTALLED AS SOON AS PRACTICABLE AFTER THE COMPLETION OF EARTHWORK. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
13. MINIMIZE SOIL COMPACTION AND UNLESS INFEASIBLE, PRESERVE TOPSOIL.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - DISCHARGES FROM SITES ARE PROHIBITED:
 - DISCHARGES FROM SITES ARE PROHIBITED:
 - DISCHARGES FROM SITES ARE PROHIBITED:
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS SHALL BE CONDUCTED AT REGULAR INTERVALS TO MONITOR THE PROGRESS OF THE CONSTRUCTION SITE.
18. IF EXISTING BMPs NEED TO BE MODIFIED OR IF NEW BMPs ARE REQUIRED, THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.
19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD ON-SITE PRIOR TO THE IMPLEMENTATION OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PLANT AT ALL TIMES. DISCHARGES FROM CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO 100 GPM.



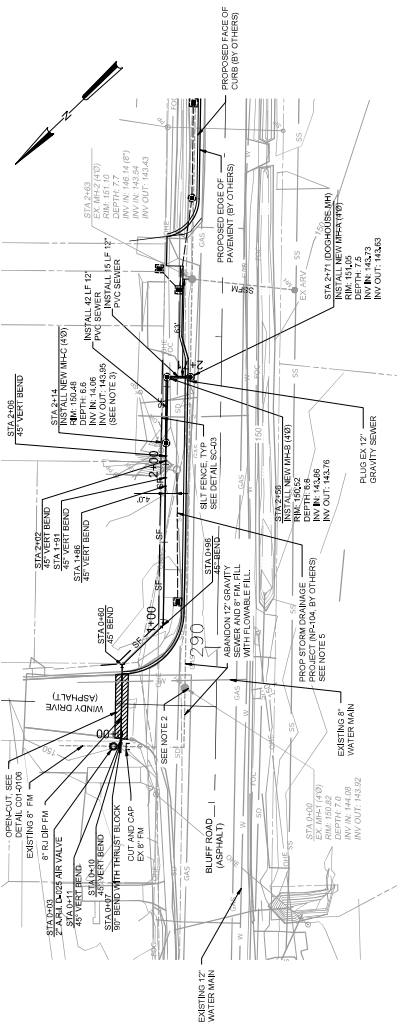
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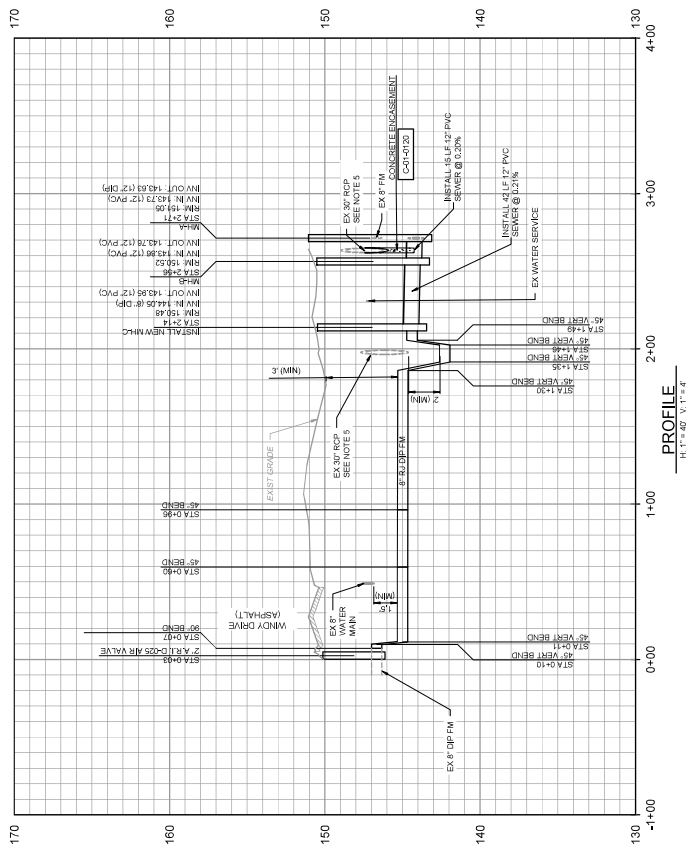
PLAN
1" = 120'

PROJECT		C RAGOS	
DESIGNED BY:	C RAGOS		
DRAWN BY:	J GREENE		
CHECKED BY:	B ORNE		
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE			
ISSUED FOR	DATE	BY	
CITY OF COLUMBIA COLUMBIA, SOUTH CAROLINA		EXISTING OVERALL SITE PLAN	
BLUFF ROAD WATER AND SEWER RELOCATION PROJECT			
DATE: FEBRUARY 2022 HAZEN NO.: 31059-033 CONTRACT NO.: DRAWING NUMBER:			

- NOTES:
1. ALL NEW 8" FORCE MAIN SHALL BE RESTRAINED DUCTILE IRON PIPE.
 2. CUT TOP 4 FEET OF EXISTING MANHOLE AND FILL WITH FLOWABLE FILL.
 3. ALL ABANDONED FORCE MAIN PIPE SHALL BE FILLED WITH FLOWABLE FILL.
 4. COAT MANHOLE WITH RAVEN EPDM 405 TO 100 MIL THICKNESS AND
 5. FORCE MAINS PRIOR TO MAKING ANY CONNECTIONS.
 6. PLANS WERE PROVIDED BY SCOTT (PROJECT ID: 202709) S.C. ROUTE 48 FROM ROAD 5364 (WINDY DRIVE) TO CARWELL DRIVE.
 7. CONTRACTOR TO FIELD VERIFY ELEVATIONS OF EXISTING WATER MAINS AND SERVICE LINES THAT MAY BE IN CONFLICT WITH NEW STORM DRAIN AND SEWER WORK. ALL WORK SHALL BE COORDINATED WITH SCOTT AND CITY OF COLUMBIA PERSONNEL.



PLAN
1"=40'

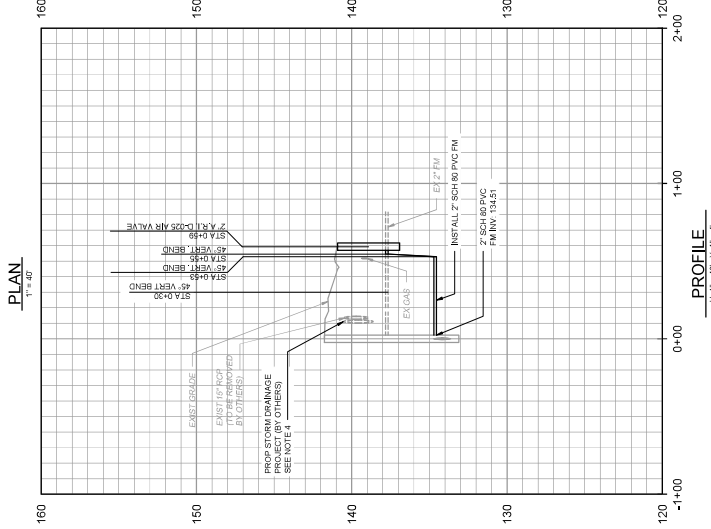
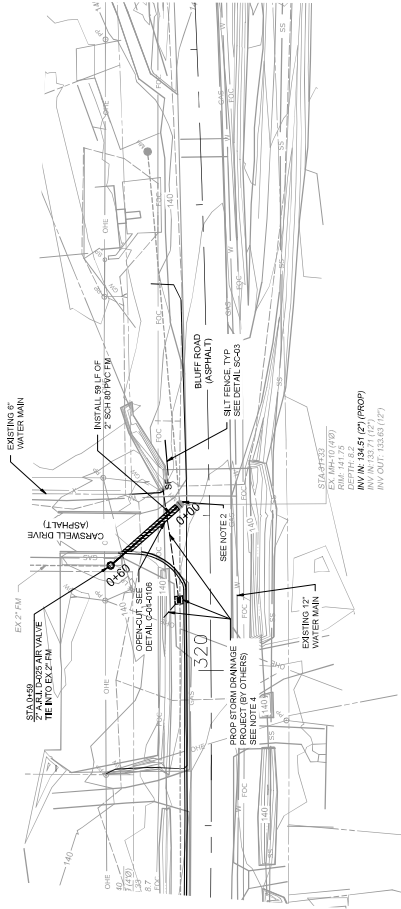


PROFILE
1"=4' V.T.T.E.

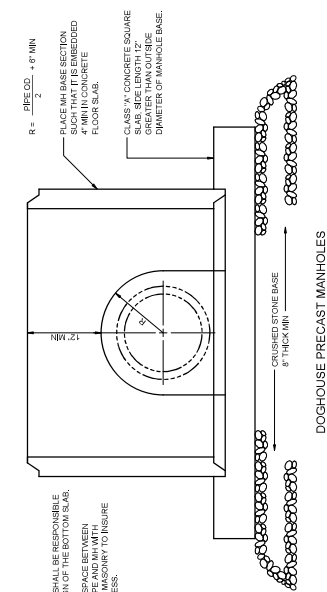
PLAN AND PROFILE WINDY DRIVE SEWER CONNECTION		DATE: FEBRUARY 2022 HAZEN NO.: 31059-033 CONTRACT NO.: DRAWING NUMBER:
CITY OF COLUMBIA COLUMBIA, SOUTH CAROLINA		BLUFF ROAD WATER AND SEWER RELOCATION PROJECT
 HAZEN AND SAWYER 1122 LADY STREET, SUITE 1230 COLUMBIA, SOUTH CAROLINA 29201 LICENSE NO. C00658		
PROJECT NUMBER: C RAGOS DESIGNED BY: C RAGOS DRAWN BY: J GREENE CHECKED BY: B ORNE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	ISSUED FOR: DATE: BY:	

NOTES:

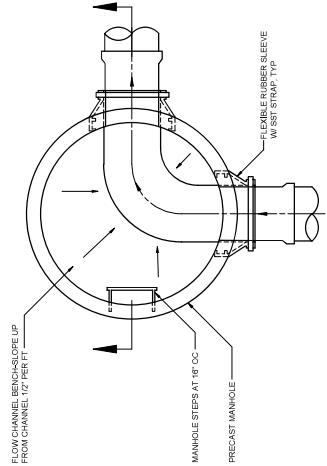
1. CONTRACTOR SHALL COORDINATE FORCE MAIN TEAMS AND PUMP STATION WITH SCOTT COUNTY RECREATION COMMISSION PRIOR TO BEGINNING OF WORK.
2. FORCE MAIN, REMOVE OLD 2" FORCE MAIN CONNECTION AND PLUG EXISTING HOLE WITH NON-SHRINK GROUT. REPAIR MANHOLE AND RENEW EXISTING 2" FORCE MAIN WITH 12" SCH 80 PVC PIPE.
3. ALL NEW 2" FORCE MAIN SHALL BE SCH 80 PVC PIPE.
4. PLANS AND ELEVATIONS WERE PROVIDED BY SCOTT (PROJECT ID 20210618) ROUTE 45000, ROAD 52044 (MINY DRIVE) TO COLUMBIA SOUTH CAROLINA 29301. ALL WORK SHALL BE COORDINATED WITH SCOTT AND CITY OF COLUMBIA PERSONNEL.
5. CONTRACTOR SHALL VERIFY EXISTING MANHOLE AND PIPE DEPTHS, PIPE SIZE, AND PIPE MATERIALS PRIOR TO MAKING ANY CONNECTIONS.
6. CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING WATER MAIN, DRAIN AND SEWER WORK. ALL WORK SHALL BE COORDINATED WITH SCOTT AND CITY OF COLUMBIA PERSONNEL.



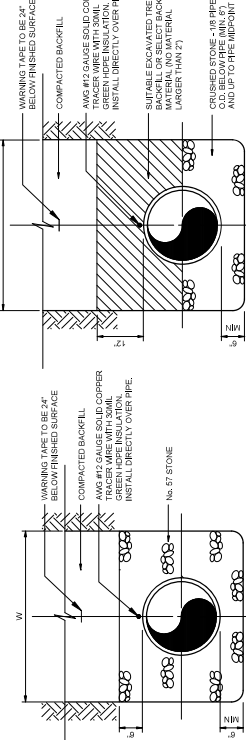
PLAN AND PROFILE CARSWELL DRIVE SEWER CONNECTION		CITY OF COLUMBIA COLUMBIA, SOUTH CAROLINA		BLUFF ROAD WATER AND SEWER RELOCATION PROJECT		Hazen HAZEN AND SAWYER 1122 LADY STREET, SUITE 1230 COLUMBIA, SOUTH CAROLINA 29301 LICENSE NO. C00638		PROJECT DESIGNED BY: C. RAGOS DRAWN BY: J. GREENE CHECKED BY: B. ORNE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE		DATE ISSUED FOR	
DATE: FEBRUARY 2022 HAZEN NO.: 31059-033 CONTRACT NO.: DRAWING NUMBER:		Columbia Water Delivering Water & Wastewater Solutions		SCS SCOTT COUNTY 2/16/2022		HAZEN & SAWYER COLUMBIA, SOUTH CAROLINA		C. RAGOS C. RAGOS J. GREENE B. ORNE		14.c	



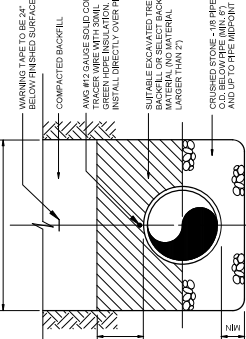
DOOGHOUSE PRECAST MANHOLES



MANHOLE PLAN

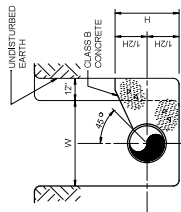


NON-FERROUS PIPE
C-01-0100

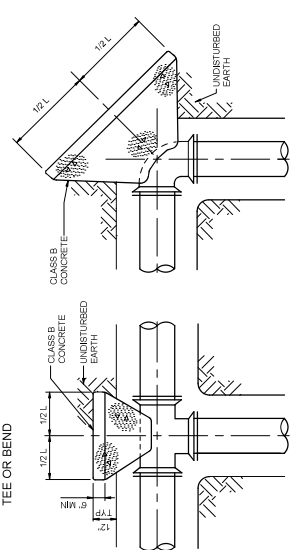
DUCTILE IRON PIPE
C-01-0102

CONCRETE THRUST BLOCK SCHEDULE*													DESIGN PRESSURE (PSI)	
PIPE SIZE (IN)	WOTTE		BEND								5.0"	5.6"		
	H	L	45°	H	L	H	L	H	L					
6	1.4	2.6	1.0	2.7	1.5	0.5	1.9	XXX	XXX	XXX	XXX			
8	1.7	3.0	1.2	3.1	1.7	0.6	2.2	XXX	XXX	XXX	XXX			
10	2.0	3.4	1.4	3.5	1.9	0.7	2.5	XXX	XXX	XXX	XXX			
12	2.7	4.0	1.6	4.0	2.8	1.0	3.0	XXX	XXX	XXX	XXX			
14	3.0	4.4	1.8	4.3	3.1	1.1	3.3	XXX	XXX	XXX	XXX			
16	3.6	7.1	2.8	5.2	1.9	3.7	1.3	2.8	XXX	XXX	XXX			
18	4.3	10.5	3.9	7.7	2.6	5.5	2.0	3.9	XXX	XXX	XXX			
20	4.5	13.1	4.8	8.6	3.4	6.9	2.4	4.8	XXX	XXX	XXX			
22	5.1	15.7	5.7	9.5	4.1	7.8	2.8	5.7	XXX	XXX	XXX			
24	6.1	18.2	6.7	10.4	4.8	8.5	3.4	6.8	XXX	XXX	XXX			
26	6.5	20.7	7.6	11.3	5.4	10.9	3.7	7.7	XXX	XXX	XXX			
28	7.1	22.3	8.6	12.1	6.1	12.2	4.3	8.7	XXX	XXX	XXX			

C-01-0112



TYPICAL SECTION



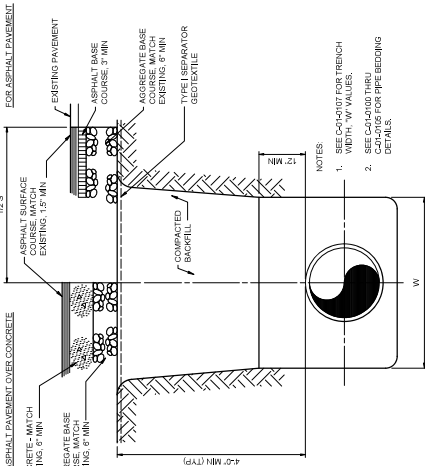
THIRTIETH BLOOMING

C-01-0110

TIRE EVALUATION LIMITS		TIRE EVALUATION LIMITS	
DIAMETER OF TIRE	MAX. OF TIRE	MAX. OF TIRE	MAX. OF TIRE
12"	3-6"	3-6"	3-6"
14"	3-6"	3-6"	3-6"
16"	4-8"	4-8"	4-8"
20"	4-8"	4-8"	4-8"
24"	5-12"	5-12"	5-12"
30"	6-2"	6-2"	6-2"
36"	6-2"	6-2"	6-2"
42"	6-2"	6-2"	6-2"
54"	6-2"	6-2"	6-2"
66"	6-2"	6-2"	6-2"
78"	11-5"	11-5"	11-5"
90"	11-5"	11-5"	11-5"
96"	11-5"	11-5"	11-5"
108"	11-5"	11-5"	11-5"
120"	11-5"	11-5"	11-5"
132"	11-5"	11-5"	11-5"
144"	11-5"	11-5"	11-5"
156"	11-5"	11-5"	11-5"
168"	11-5"	11-5"	11-5"
180"	11-5"	11-5"	11-5"
192"	11-5"	11-5"	11-5"
204"	11-5"	11-5"	11-5"
216"	11-5"	11-5"	11-5"
228"	11-5"	11-5"	11-5"
240"	11-5"	11-5"	11-5"
252"	11-5"	11-5"	11-5"
264"	11-5"	11-5"	11-5"
276"	11-5"	11-5"	11-5"
288"	11-5"	11-5"	11-5"
300"	11-5"	11-5"	11-5"
312"	11-5"	11-5"	11-5"
324"	11-5"	11-5"	11-5"
336"	11-5"	11-5"	11-5"
348"	11-5"	11-5"	11-5"
360"	11-5"	11-5"	11-5"
372"	11-5"	11-5"	11-5"
384"	11-5"	11-5"	11-5"
396"	11-5"	11-5"	11-5"
408"	11-5"	11-5"	11-5"
420"	11-5"	11-5"	11-5"
432"	11-5"	11-5"	11-5"
444"	11-5"	11-5"	11-5"
456"	11-5"	11-5"	11-5"
468"	11-5"	11-5"	11-5"
480"	11-5"	11-5"	11-5"
492"	11-5"	11-5"	11-5"
504"	11-5"	11-5"	11-5"
516"	11-5"	11-5"	11-5"
528"	11-5"	11-5"	11-5"
540"	11-5"	11-5"	11-5"
552"	11-5"	11-5"	11-5"
564"	11-5"	11-5"	11-5"
576"	11-5"	11-5"	11-5"
588"	11-5"	11-5"	11-5"
600"	11-5"	11-5"	11-5"
612"	11-5"	11-5"	11-5"
624"	11-5"	11-5"	11-5"
636"	11-5"	11-5"	11-5"
648"	11-5"	11-5"	11-5"
660"	11-5"	11-5"	11-5"
672"	11-5"	11-5"	11-5"
684"	11-5"	11-5"	11-5"
696"	11-5"	11-5"	11-5"
708"	11-5"	11-5"	11-5"
720"	11-5"	11-5"	11-5"
732"	11-5"	11-5"	11-5"
744"	11-5"	11-5"	11-5"
756"	11-5"	11-5"	11-5"
768"	11-5"	11-5"	11-5"
780"	11-5"	11-5"	11-5"
792"	11-5"	11-5"	11-5"
804"	11-5"	11-5"	11-5"
816"	11-5"	11-5"	11-5"
828"	11-5"	11-5"	11-5"
840"	11-5"	11-5"	11-5"
852"	11-5"	11-5"	11-5"
864"	11-5"	11-5"	11-5"
876"	11-5"	11-5"	11-5"
888"	11-5"	11-5"	11-5"
900"	11-5"	11-5"	11-5"
912"	11-5"	11-5"	11-5"
924"	11-5"	11-5"	11-5"
936"	11-5"	11-5"	11-5"
948"	11-5"	11-5"	11-5"
960"	11-5"	11-5"	11-5"
972"	11-5"	11-5"	11-5"
984"	11-5"	11-5"	11-5"
996"	11-5"	11-5"	11-5"

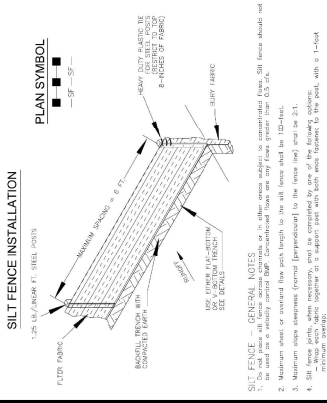
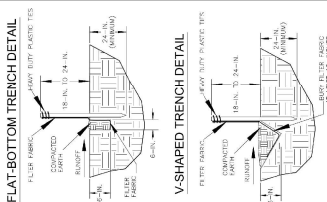
W = TIRE WIDTH AT BOTTOM OF TIRE. TIRE WIDTH SHALL MEET REQUIREMENTS.

C-01-0107



TYPICAL TRENCH
C-01-0106

[illegible]

[illegible]

South Carolina Department of
Health and Environmental Control

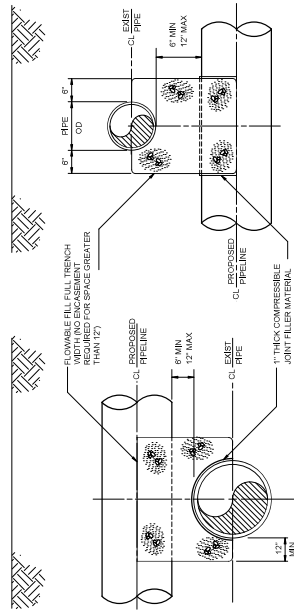
SILT FENCE

SCHEMATIC DRAWING: SC-03 Page 1 of 2

NOT TO SCALE

FEBRUARY 2016

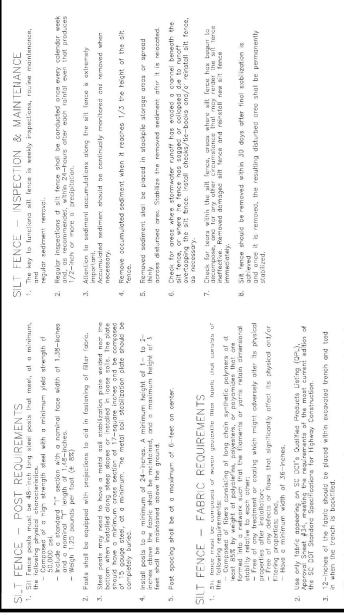
DATE



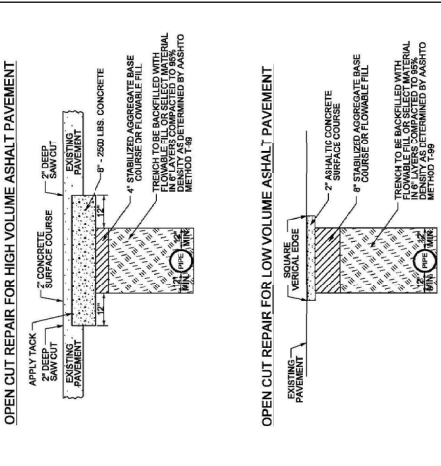
PROPOSED PIPELINE OVER EXIST PIPE

PROPOSED PIPELINE UNDER EXIST PIPE

C-01-0120



South Carolina Department of Health and Environmental Control
SILT FENCE
UNIVERSITY PARKING LOT 5C-03 PAGE 2 of 2
GENERAL NOTES
FEBRUARY 2014



TRENCH TO BE BACKFILLED WITH FLOWABLE FILL OR SELECT MATERIAL IN 6" LAYERS COMPACTED TO 95% DENSITY AS DETERMINED BY AASHTO METHOD T-99



MEETING DATE: May 21, 2024

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation SCDOT Project No. P027198; City of Columbia Water Line Relocation due to Construction and Improvements of Sidewalk Installation along Patterson Road and Caroline Road in Richland County, as requested by Columbia Water. Award to SCDOT in the amount of \$568,649.57

REQUISITION NO.: R227610

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water Improvement Fund – Utility Conflicts FY 21/22 CIP (WM225522 Utility Conflicts Annual & SS756101 Sewer Utility Relocation). The original budget amount is \$568,649.57.

CLEAN WATER 2020?: No

The City of Columbia entered into a Memorandum of Agreement (MOA 37-21) with the South Carolina Department of Transportation (SCDOT) for \$407,910.19 in 2021. The agreement was to relocate the City's water utilities in-contract with SCDOT's sidewalk improvement contract under ACT 36. The City of Columbia's 2-inch, 6-inch, 8-inch and 16-inch water lines within the boundaries of the sidewalk installation along Patterson Rd (S-70) and Caroline Rd (S-705) Improvement project will be relocated.

Through the in-contract bid with SCDOT's sidewalk improvement, the City's water relocation totaled \$836,220.00. Under ACT 36, the cost to the City is \$568,649.57, which is \$160,739.38 more than the original MOA amount. SCDOT share is \$267,570.43. This utility work will be funded through the water improvement fund from FY23/24 CIP Project WM4400- Water Relocation for Patterson Road and Caroline Road Sidewalk Improvements.

The Director of Engineering recommends approval of the additional \$160,739.38 for a total project amount of \$568,649.57.

ATTACHMENTS:

- **#a:** MOA 37-21 WM4400 Patterson at Caroline Road (PDF)
- **#b:** WM4400 Patterson at Caroline Road Bid (PDF)
- **#c:** Tear_Sheet_Patterson_at_Caroline_05_8_24(PDF)
- **#d:** WM4400 Patterson Sidewalk at Caroline Road Final Design Plans Feb 2021 (PDF)

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
Sidewalk Installation along Patterson Rd. and Caroline Rd.
Waterline (WM4400) Relocation
Patterson Rd. (S-40-707) and Caroline Rd. (S-40-705) in Richland County
SCDOT Project ID P027198

This Agreement is made this 2nd day of November 2021 by and between the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) and the City of Columbia (hereinafter referred to as “UTILITY”) (collectively “the Parties”) to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

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

Section I – Definitions

1. The term “Project” shall refer to SCDOT’s Project along Patterson Rd. (S-40-707) and Caroline Rd. (S-40-705) in Richland County.
2. The term “Utility Work” shall refer to an adjustment necessitated by SCDOT’s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.
3. The term “Substantial Completion” shall mean, for the purposes of this Agreement, the date on which any portion of the new water and sewer facilities are installed, inspected, tested, and placed into service according to plans provided by UTILITY.
4. The term “Final Acceptance” shall mean, for the purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and sewer facilities has been placed into service, switch-over of services has been completed, old facilities have been disconnected and demolished, record drawings have been submitted by SCDOT’s contractor and approved by UTILITY, and SCDOT’s contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

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

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, SCDOT shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the Project. Should more than one large public water utility or large public sewer utility be required to relocate due to the Project, the total cost share of up to four percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments.
3. **SCDOT** has programmed \$1, 100,000.00 in the Statewide Transportation Improvement Program for construction of the Project. Four percent of this amount is \$44,000.00, which is the maximum amount **SCDOT** will contribute to the non-prior rights Utility Work. This amount will be revised to reflect the actual construction bid amount once it is awarded.
4. **UTILITY** estimates the total cost of the Utility Work to be \$659,722.91, with such costs to be allocated as follows:
 - a. **SCDOT's** share is estimated at \$251,812.72. This consists of:
 - i. **Prior Rights** estimated at \$207,812.72
 - ii. **Non-Prior Rights** estimated at \$44,000.00
 - b. **UTILITY's** share is estimated at \$407,910.19
 - c. These estimates will be revised to reflect the actual construction bid amount.
5. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** contract to the contractor with the lowest qualified bid for the overall work of the Project.
6. **SCDOT** shall notify **UTILITY** in writing as to the cost of the Utility Work included in the awarded **SCDOT** contract.
7. **SCDOT's** share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work.
8. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

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

Section V – UTILITY's Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits shall be reimbursable by **SCDOT** according to the terms of this Agreement.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, and a list of preferred contractors (minimum of 3) to meet **SCDOT's** letting schedule for the Project. These costs shall be reimbursable by **SCDOT** according to the terms of this Agreement.
3. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
4. Failure to meet the schedule requirements shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.
5. If criteria (or construction plans in case of Bid Build Agreement) and specifications provided by **UTILITY** are found to be inaccurate due to **UTILITY's** errors or omissions, **UTILITY** shall be responsible for any resulting damages, that are solely due to **UTILITY's** error, including delay damages or costs solely attributable to **UTILITY's** error.
6. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** in the event **SCDOT's** contractor or the utility contractor fails to correctly install any portion of the water or sewer lines as outlined in the specifications, standards, and plans submitted by **UTILITY**.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** right-of-way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** right-of-way or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with the **UTILITY's** plans and specifications, **UTILITY** will assume sole and complete responsibility for the new facility. For purposes of this agreement, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise

from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.

5. Following final acceptance, **UTILITY** assumes any and all liability for accidents or injuries to persons, or damage to property (including the highway) that may be caused by the maintenance, use, moving, or removing of the water and/or sewer line and related appurtenances constituting the Utility Work as described herein.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on SCDOT right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of SCDOT's Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of SCDOT at **UTILITY**'s expense.
8. **UTILITY** shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.

Section VII – Counterparts

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

[Signature blocks on next page]

MOA 37-21

In-Contract Utility Relocation of
Sole Large Public Water and/or Sewer Facilities – City of Columbia
SCDOT Project ID P027198

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

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF COLUMBIA

APPROVED AS TO FORM

Legal Department City of Columbia, SC
8/10/2021



WITNESS

BY: Title: City Manager



WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: 

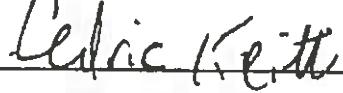
Deputy Secretary for Finance and Administration
or Designee

RECOMMENDED BY:


 Deputy Secretary for Engineering or Designee

TPO

REVIEWED BY:


State Utilities Engineer

GH Smith Construction, Inc
430 Shuler Court
Columbia, SC 29212

Jerry Smith
803-622-5139

Date:	2-7-24
Stages:	
Project:	Richland County
Location:	D087198
Prepared:	GH Smith Construction, Inc

	Description of Work	Unit	Measure	Unit Cost	Total Cost
General Construction					
		+	LS		
1	Sodding	0.5	AC	160,000.00	50,000.00
2	Sediment & Erosion Control	1	LS	20,000.00	20,000.00
3	Inlet Protection	20	EA	300.00	6000.00
4	Traffic Control	1	LS	20,000.00	20,000.00
General Construction Subtotal					96,000.00
Water Construction					
	16-Inch CL250 DIP - Restrained Joint	400	LF	288.00	115,200.00
6	8-Inch CL350 DIP - Restrained Joint	1,200	LF	168.00	201,600.00
7	4-Inch CL350 DIP - Restrained Joint	60	LF	147.00	8,820.00
8	2-Inch CL350 DIP - Restrained Joint	30	LF	100.00	3,000.00
9	16-Inch CL350 DIP 11.25° Bend	4	EA	4000.00	16,000.00
10	16-Inch CL350 DIP 22.5° Bend	3	EA	4000.00	12,000.00
11	16-Inch CL350 DIP 45° Bend	10	EA	4200.00	42,000.00
12	16-Inch CL350 DIP 90° Bend	3	EA	4400.00	13,200.00
13	8-Inch CL350 DIP 90° Bend	3	EA	1500.00	4,500.00
14	8-Inch CL350 DIP 45° Bend	8	EA	1500.00	12,000.00
15	8-Inch x 8-Inch M.J. Tee	3	EA	1800.00	5,400.00
16	8-Inch x 4-Inch M.J. Tee	3	EA	2000.00	6,000.00
17	16-Inch M.J. Gate Valve & Box	2	EA	16,000.00	32,000.00
18	8-Inch M.J. Gate Valve & Box	4	EA	3500.00	14,000.00
19	6-Inch M.J. Gate Valve & Box	3	EA	2500.00	7,500.00
20	16-Inch MJ Long Solid Sleeve	2	EA	4000.00	8,000.00
21	8-Inch MJ Long Solid Sleeve	2	EA	2400.00	4,800.00
22	2-Inch MJ Long Solid Sleeve	3	EA	1000.00	3,000.00
23	8-Inch x 8-Inch M.J. Tapping Sleeve & Valve	3	EA	12,000.00	36,000.00
24	16-Inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	7	EA	2400.00	16,800.00
25	8-Inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	3	EA	1900.00	5,700.00
26	4-Inch CL350 CAP - Plug to have EBAA 2100 megaflange restraint	4	EA	700.00	2,800.00
27	2" Corporation Tap	4	EA	3600.00	14,400.00
28	6" Fire Hydrant Assembly	2	EA	8500.00	17,000.00
29	Relocate Water Meter	5	EA	1500.00	7,500.00
30	Extend Service to 1" Water Meter (Crossing Under Road)	5	EA	2000.00	10,000.00
31	Extend Service to 1" Water Meter (Approx. 10ft)	5	EA	800.00	4,000.00
Water Construction Subtotal					623,220.00
Restoration Items					
32	Flowable Fill (Trench Only)	70	CY	200.00	14,000.00
33	Flowable Fill (Pipe Abandonment, Pumped)	30	CY	500.00	15,000.00
34	Pavement Replacement - Trench only - 2" Asphaltic	30	SY	400.00	12,000.00
35	Sidewalk Replacement - 3,500 PSI Concrete - To include any necessary ADA markers	20	CY	800.00	16,000.00
36	6-Inch concrete gutter (standard)	100	LF	100.00	10,000.00
37	Landscape Allowance	1	LS	50,000.00	50,000.00
					117,000.00

* Clearing + Staking
by others

* Does not include bond

GH Smith Construction, Inc
430 Shuler Court
Columbia, SC 29212

WM4400 Water Relocation for Patterson Road and Caroline Road.

Project Description:

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's water utilities and their sidewalk improvement project, Sidewalk Installation along Patterson Rd(S-70) and Caroline Rd (S-705) Improvement Project. The sidewalk project is a safety and maintenance improvement project. The scope of this project includes relocating approximately 1690 LF of 2-inch, 6-inch, 8-inch and 16-inch water lines, construction observation and inspection.



Objectives: In-Contract relocation of City water lines within the project area.

Project Type: Construction

Council District: Council District #4 – Richland County

Project Funding: The relocation design and construction total cost is \$836,220.00. Under ACT 36/SC Code 57-5-880, the cost to the City is \$568,649.57. This cost is \$160,739.38 more than the original Memorandum of Agreement (MOA 37-21) entered into by the City and SCDOT in 2021. SCDOT share is \$267,570.43. The City's cost share is \$568,649.57 to be funded through CIP WM4400.

Current Project Status: Pre-Construction

Project Contacts: John Hilbert
Utility Relocation Project Manager 803.545.3283
john.hilbert@columbiasc.gov



Figure 1 Bluff Rd Project Site

DEPARTMENT OF ENGINEERING

**WATER RELOCATION FOR
PATTERSON ROAD AND
CAROLINE ROAD
SIDEWALK IMPROVEMENTS**

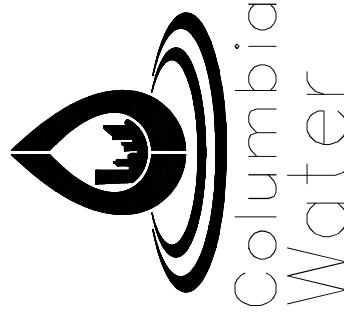
CIP PROJECT:

WM4400

DRAWING INDEX

COVER

VICINITY MAP, LEGEND & GENERAL NOTES C0.1
PLAN AND PROFILE - LINES A, B, & C C0.2
CONSTRUCTION DETAILS C1.1 TO C1.3
EROSION & SEDIMENT CONTROLS & C2.1 TO C2.2
CONSTRUCTION DETAILS C2.3 TO C2.4
TRAFFIC CONTROL DETAILS C2.5



CITY OF COLUMBIA

**PERMIT SET
REVISED 11/2020**

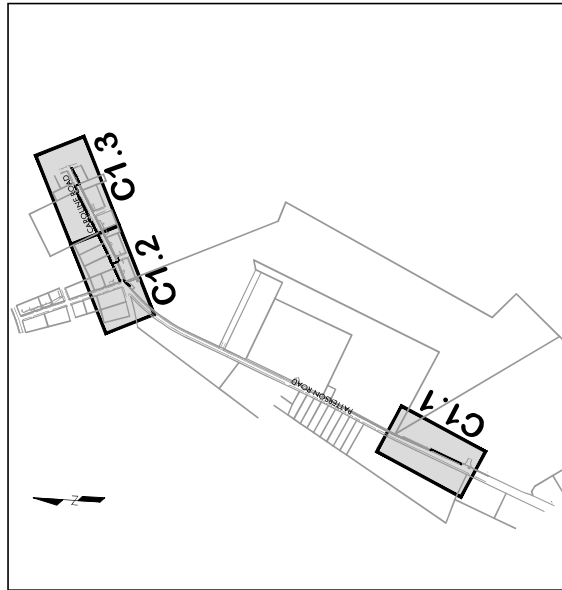
WATER RELOCATION FOR PATTERSON ROAD AND CAROLINE ROAD VICINITY MAP

SCALE 1:2000 FT



WATER RELOCATION FOR PATTERSON
ROAD AND CAROLINE ROAD
SHEET LAYOUT

SCALE 1:500 FT



NOTES:

- [illegible]

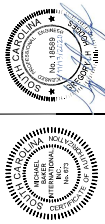
GENERAL NOTES:

- [illegible]

LEGEND

[illegible]

Michael Baker
INTERNATIONAL
Michael Baker International
700 Huger Street
Columbia, South Carolina 29201



Designer:	GHH	Checked by:	KTC
Technician:	MTW	Project Number:	166896

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1000000

REVISIONS		
No.	Description	Date By
1.	RC ENG. COMMENT REVISIONS	11/2020 ATL

Project Name: **WATER RELOCATION FOR
PATTERSON ROAD AND**

CAROLINE ROAD SIDEWALK IMPROVEMENTS

VICINITY MAP, LEGEND &

GENERAL NOTES

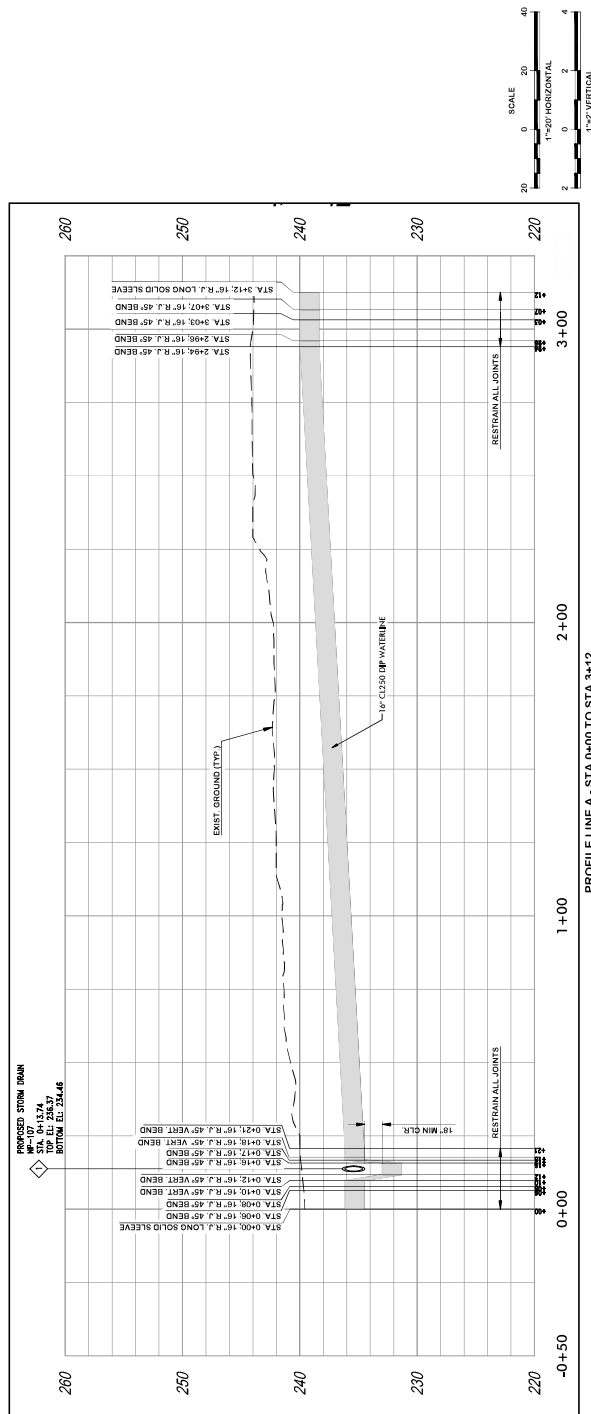
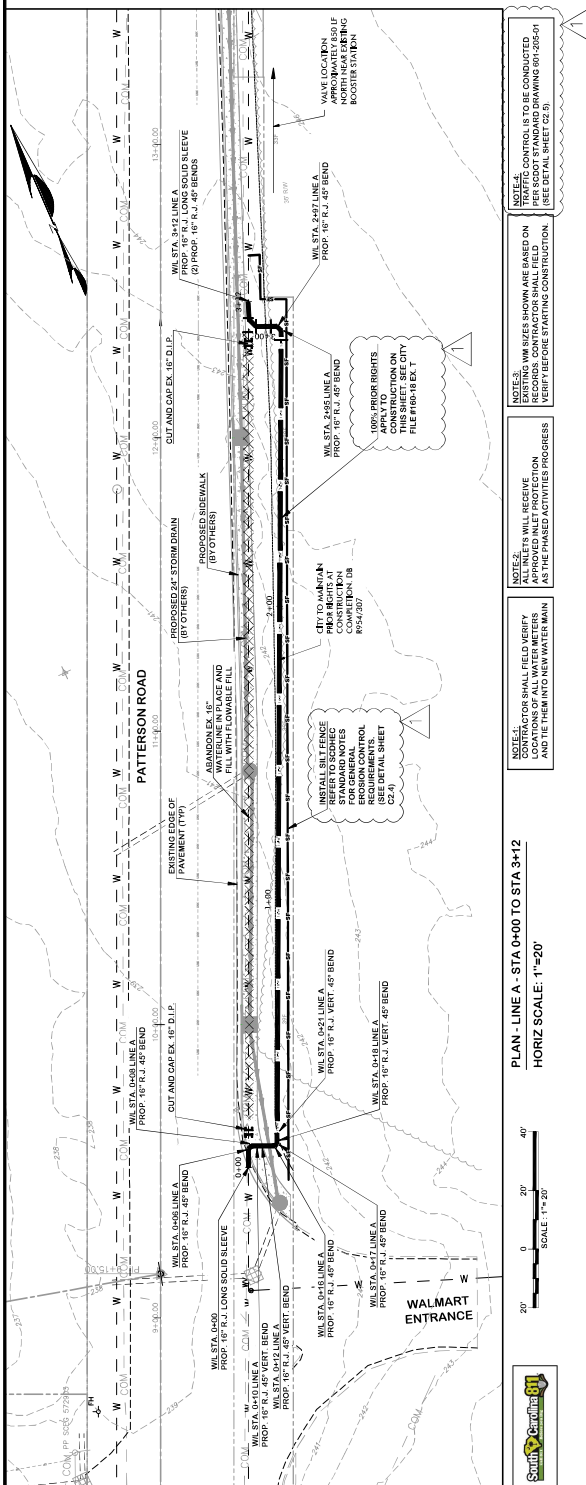
WM4400

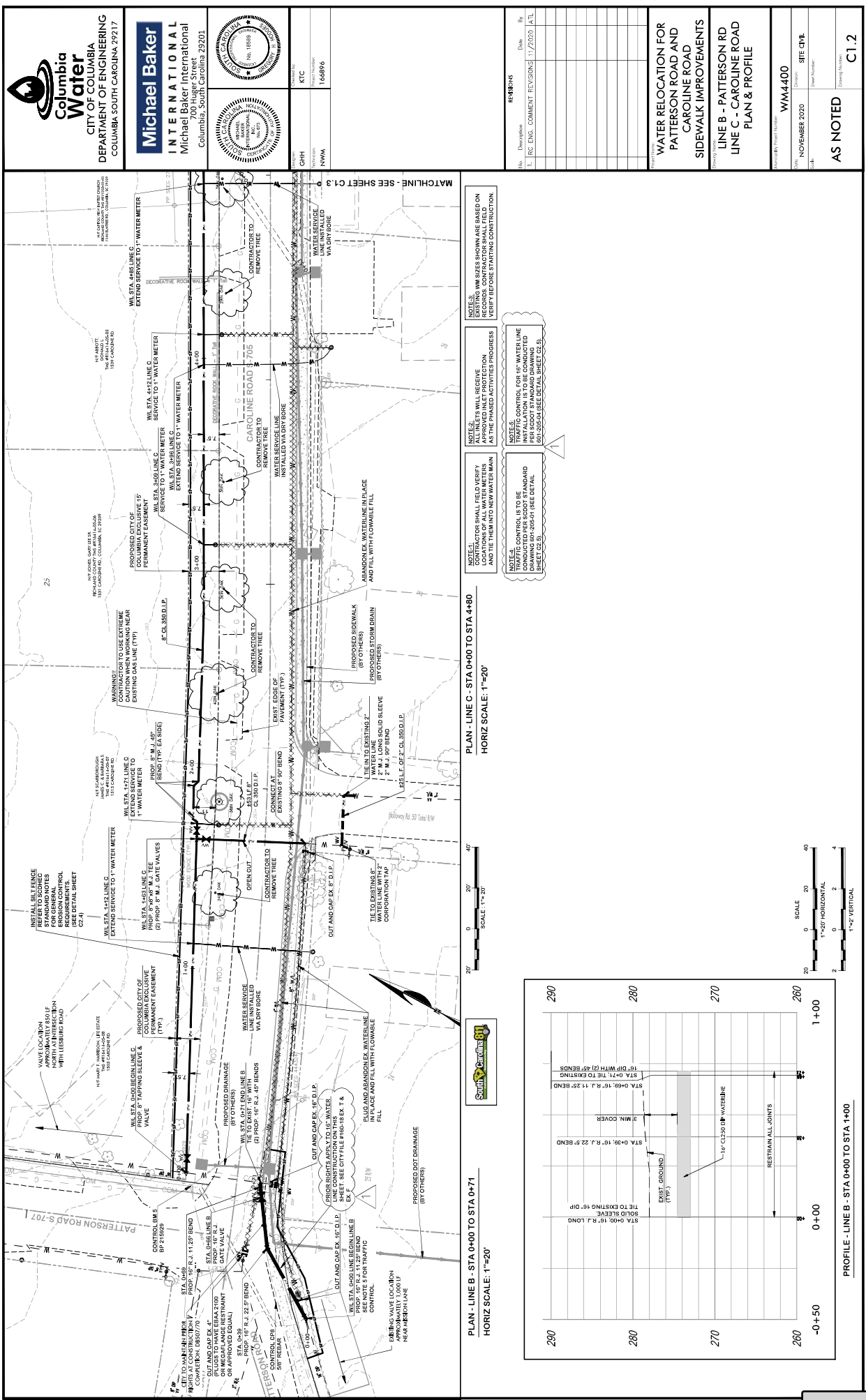
AS NOTED	Drawing Number
	Sheet Number

C0.2

15

 CITY OF COLUMBIA DEPARTMENT OF ENGINEERING COLUMBIA, SOUTH CAROLINA 29217			Project No. _____ Description _____ I, INC. ENG. COMMENT REVISIONS: 11/29/20 IAT	Drawing Name _____ Project Number _____ Revision _____ Date _____ By _____
			Drawing Number _____ Project Name _____ Project Number _____ Revision _____ Date _____ By _____	



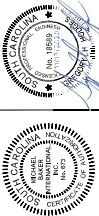




CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING
COLUMBIA SOUTH CAROLINA 29217

Michael Baker
INTERNATIONAL

Michael Baker International
Columbia, South Carolina 29201



Project Number: 166896
Revision: 02
Date: 11/2020

Project Name: WATER RELOCATION FOR PATTERSON ROAD AND CAROLINE ROAD SIDEWALK IMPROVEMENTS

Project Location: COLUMBIA, SOUTH CAROLINA

Project Number: 166896

Revision: 02

Date: 11/2020

By: T. RC ENG. COMMENT REVISIONS

Project Name: WATER RELOCATION FOR PATTERSON ROAD AND CAROLINE ROAD SIDEWALK IMPROVEMENTS

Project Location: COLUMBIA, SOUTH CAROLINA

Project Number: 166896

Revision: 02

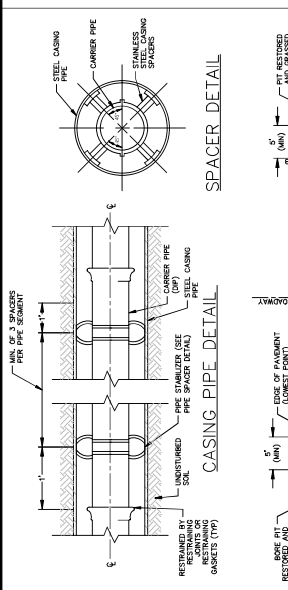
Date: 11/2020

By: T. RC ENG. COMMENT REVISIONS

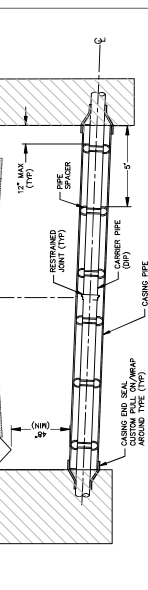
Project Name: WATER RELOCATION FOR PATTERSON ROAD AND CAROLINE ROAD SIDEWALK IMPROVEMENTS

Project Location: COLUMBIA, SOUTH CAROLINA

Project Number: 166896



SPACER PIPE DETAIL



CASING PIPE DETAIL

BORE AND JACK AND CASING DETAIL

- NOTES:
1. CASING LENGTH SHALL BE IN ACCORDANCE WITH SECTION 7.1, EOL FOR ACCOMPANYING UTILITIES ON HIGHWAY RIGHTS-OF-WAY OR "RAILROAD SPECIFICATIONS FOR PIPELINE OCCUPANCY" AND THE SPECIFICATIONS.
 2. CASING PIPE AND CARRIER PIPE DIAMETERS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 3. USE SPIDER SUPPORTS (SEE DETAIL) TO MOVE CARRIER PIPE INTO CASING PIPE. SPACERS OF SPIDERS WILL BE INDICATED BY THE LENGTH OF CARRIER PIPE AND NUMBER OF JOINTS OF CARRIER PIPE.
 4. MINIMUM OF 3 SPIDERS PER JOINT OF CARRIER PIPE.
 5. SLOOT REQUIRES A MINIMUM OF 45° OF COVER BELOW ALL SLOOT ROADWAYS.

NOT TO SCALE

TABLE: DIMENSIONS IN FEET

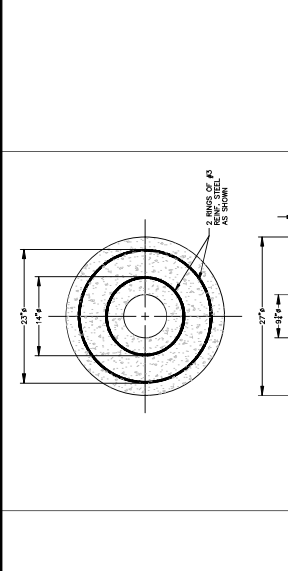
SIZE	W	H	D
4" x 6"	2.0	1.4	1.0
6" x 8"	3.0	2.0	1.4
8" x 10"	4.0	2.5	1.8
10" x 12"	5.0	3.0	2.3



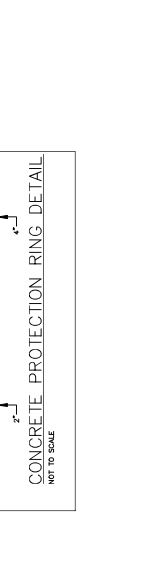
TYPICAL TAPPING SLEEVE AND VALVE DETAIL

- NOTES:
1. BASED ON 100 PSI STATIC PRESSURE PLUS AWWA WATER HAMMER ALLOWANCE.
 2. TAPPING SLEEVES SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 3. TAPPING SLEEVES SHALL BE USED AT ALL LINES OPERATING UNDER PRESSURE.
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 5. LARGER TRAILER BLOCKS.

NOT TO SCALE



CONCRETE PROTECTION RING DETAIL

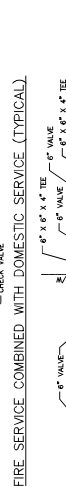


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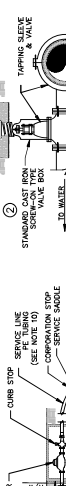
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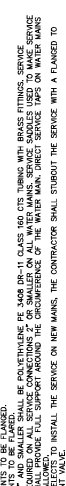


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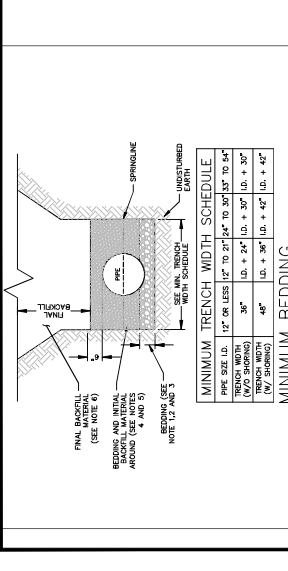
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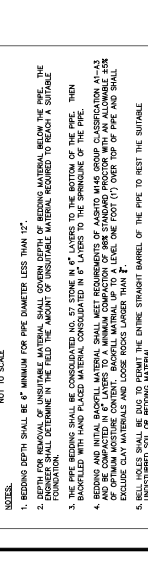
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CONCRETE PROTECTION RING DETAIL



MINIMUM BEDDING FOR WATER MAIN DETAIL

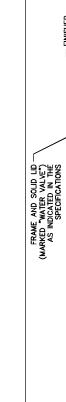


MINIMUM BEDDING FOR WATER MAIN DETAIL

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- NOTES:
1. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 12".
 2. DEPTH FOR REMOVAL OF UNSATURABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING MATERIAL BELOW THE PIPE. THE DEPTH OF REMOVAL SHALL BE DETERMINED BY THE AMOUNT OF UNSATURABLE MATERIAL REQUIRED TO REACH A SATURABLE FOUNDATION.
 3. THE PIPE BEDDING SHALL BE CONSISTED OF NO. 57 STONE IN 6" LAYERS TO THE BOTTOM OF THE PIPE. THEN BEDDING WITH 4" SAND. BEDDING SHALL BE CONSISTED OF NO. 57 STONE IN 6" LAYERS TO THE BOTTOM OF THE PIPE. THEN BEDDING WITH 4" SAND.
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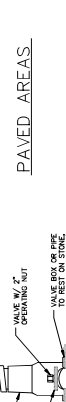
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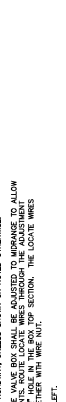


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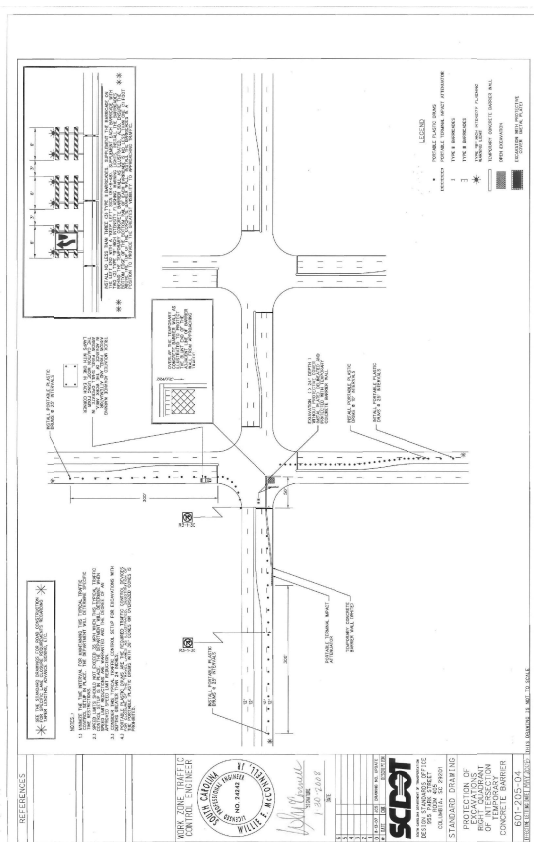
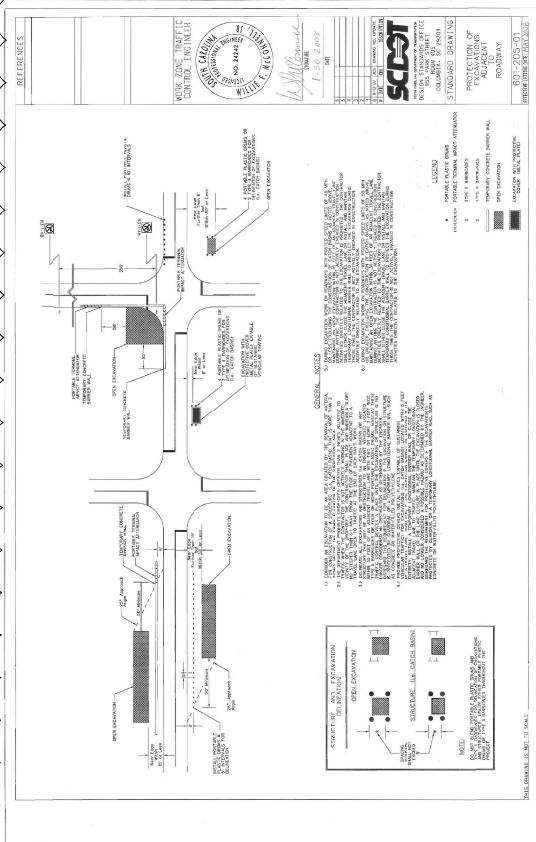
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[illegible]

[illegible]



MEETING DATE: May 21, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SD8503-02; Rocky Branch Saluda Bypass and Whaley and Main Improvements, as requested by Columbia Water on April 24, 2024. Award to ESP Associates, Inc., in an amount not to exceed \$6,750,000.00. The initial term of the agreement will take effect upon issuance of a Notice to Proceed with an end date six years from commencement and the option to renew for two additional one-year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R228280

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Improvement Capital Project Control - Rocky Branch Bypass - Capital Project Costs (5549999-SD850302-658650). The original budget amount is \$6,750,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

PURPOSE:

This is a Mentor Protégé Program project. ESP Associates, Inc., is the mentor and will be providing design document, supporting models, reporting, and technical and administrative services at 75.20% (\$5,075,829.00) of the total contract amount.

Hybrid Engineering, Inc., located in Columbia, SC, is the protégé and will provide project administration, construction administration, structural design, permitting assistance and project close out services at 22.33% (\$1,507,171.00) of the total contract amount.

The following subconsultant will provide additional services:

WSP USA Environment and Infrastructure, Inc., located in West Columbia, SC, will provide environmental assessment and environmental permitting services at 2.47% (\$167,000.00) of the total contract amount.

There were twenty (20) responses to RFQ004-17-18-SL Stormwater Professional Services (CIP).

ATTACHMENTS:

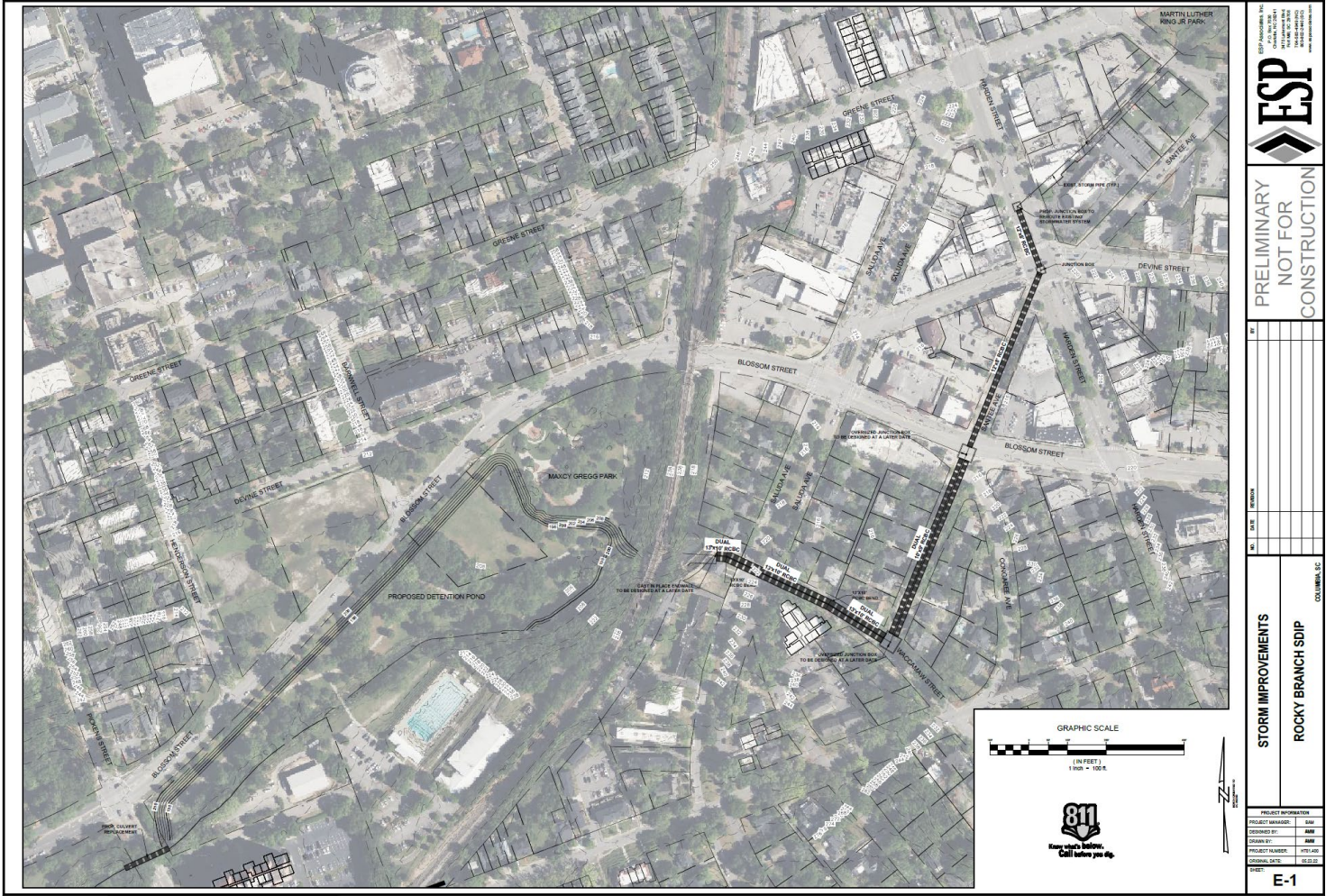
- **#a:** SD850302 Rocky Evaluation Tear Sheet 05.10.24 (PDF)
- **#b:** Final.Contract.ESP&Assoc.SD8503-02 (PDF)
- **#c:** SD850302 Fee Breakdown Memo (PDF)

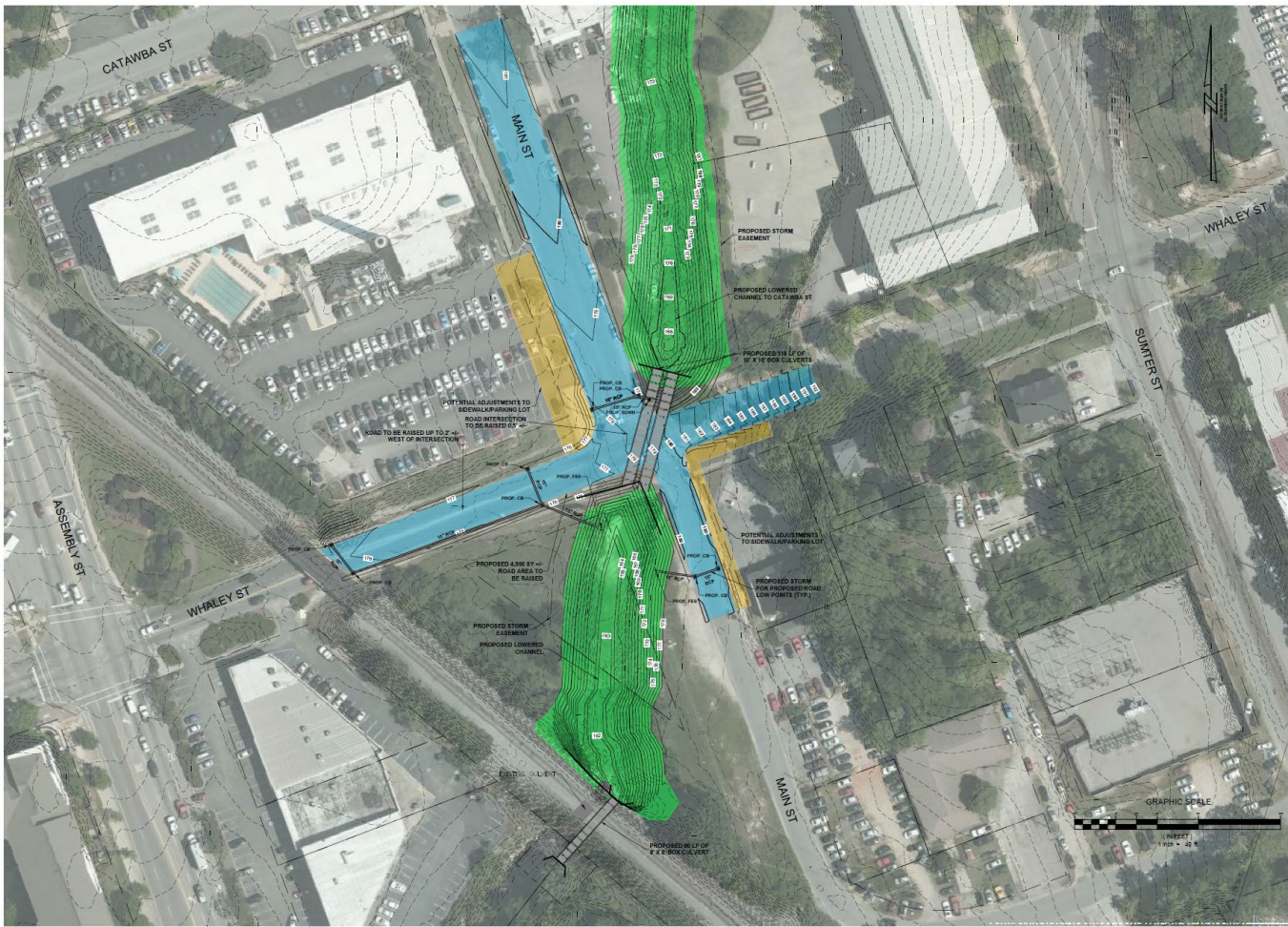


Stormwater Projects

SD850302 – Rocky Branch: Saluda Bypass and Whaley & Main Culvert Upgrades

Project Description:	This project includes several major storm drainage upgrades in the Rocky Branch watershed. The City has previously engaged design consultant ESP to update the watershed scale hydrologic and hydraulic model for Rocky Branch and to examine a wide set of potential flood reduction projects in the watershed. Out of that work, the City has identified the Saluda Bypass and Whaley & Main improvements to move forward to final design and construction. These projects are expected to drastically improve two of the most significant and frequent flood hazards in the City of Columbia. A large stormwater bypass culvert will be designed along Saluda Avenue to provide significant flood relief to the Five Points Area. An associated detention area will be designed in Maxcy Greg park to facilitate that flood improvement while protecting downstream infrastructure. At the Whaley & Main intersection, the existing culvert will be upsized and the adjacent railroad crossing will be improved to alleviate the repetitive flood hazard condition at that intersection.
Objectives:	This project will install new storm drainage infrastructure and upgrade existing storm drainage infrastructure to improve public health and safety in two key areas of the City: the Five Points district and the Whaley & Main intersection. These two areas are high hazard zones, experiencing dangerous flash flooding conditions on a routine basis which result in repetitive property damage to parked vehicles and nearby businesses. These flood improvements are expected to significantly alleviate these hazards.
Project Type:	Infrastructure Improvement
Council District:	2 and 3
Project Funding:	This project is being funded through the City's Stormwater Bond Program. Council is asked to approve funding in the amount of \$6,750,000. This contract includes all professional services associated with the design of these major infrastructure projects through construction and closeout. In addition to typical engineering services, this scope includes extensive stakeholder coordination, complex permitting services to include necessary FEMA and railroad permitting, and landscape architecture services within the Maxcy Greg Park portion of the project. This project is a Mentor Protégé Program project, with the protégé Hybrid Engineering Inc., located in Irmo SC, providing services at 22.33% of the total contract.
Current Project Status:	ESP and Associates has previously studied the Rocky Branch watershed and has developed a comprehensive watershed model. They have performed a thorough evaluation of a range of examined alternatives in the watershed to provide the desired flood improvements at Five Points and Whaley & Main. Under this project, ESP will complete the full project survey, geotechnical services, design, permitting, construction observation, and project closeout. ESP was previously selected for the City's list of qualified firms for Stormwater Professional Services. Anticipated Project Schedule: Field Data Collection and Design: <i>Summer 2024 – Winter 2027</i> Permitting: <i>Winter 2027 – Summer 2027</i> Construction Saluda Bypass and Maxcy Greg Park: <i>Fall 2027 – Spring 2030</i> Construction Whaley & Main: <i>Spring 2028 – Winter 2029</i>
Project Contact:	Frances Bryan, PE Assistant City Engineer – Design 803.545.3544 frances.bryan@columbiasc.gov





PRELIMINARY
NOT FOR
CONSTRUCTION

NO.	REVISION	DATE

CONCEPTUAL ROAD
IMPROVEMENT - TO TR STORM
ROCKY BRANCH CIP
CITY OF COLUMBIA
COLUMBIA, SOUTH CAROLINA

PROJECT INFORMATION	
PROJECT ORIGINATOR	BMR
DESIGNED BY	AKL
DRAWN BY	EDP
PROJECT NUMBER	4791-002
ISSUANCE DATE	11/20/2018



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu004-17-18-LD Stormwater Professional Services (CIP).

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 ESP Associates, Inc., (hereinafter referred to as the “Consultant”), to provide consulting support for a stormwater bypass and detention pond and a stormwater culvert replacement and roadway elevation adjustment project for the City of Columbia, SC.

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

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

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

4. **TERM OF 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 six (6) years, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Contract within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Contract shall not exceed Six Million, Seven Hundred Fifty Thousand Dollars and No/100 (\$6,750,000.00).
- 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

ESP Associates, Inc.
SD8503-02 Rocky Branch Saluda Bypass and Whaley & Main Improvements

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

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Contract. 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.

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

F. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	22.33	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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 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 MPP goal for this requirement is 22.33%

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

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

Workers Compensation Insurance: The Consultant 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 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 Contract.

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 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 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 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 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 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 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 Contract. 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 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 Consultant s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

- 10. **DUTIES UPON TERMINATION** – At termination of this Contract, 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 Contract or as the City may deem necessary to perform the required services by the City or the Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

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

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract at any time upon any of the following grounds:
- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
 - B. The Consultant 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 Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Contract 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 Contract.
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 Contract 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 Contract.

15. **NOTICE** - All notices and communications in connection with this Contract will be addressed to the following:

City of Columbia

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

ESP Associates, Inc.

Name: Andrew Martin, PE, CFM
Title: Civil Engineering Department Manager
Address: 3475 Lakemont Boulevard
Fort Mill, SC 29708
Phone: (803) 835-0919
Email: amartin@espassociates.com

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

- A. The services performed by the Consultant pursuant to this Contract are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract 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 Contract ("Preserved Documents"). Upon the Consultants performance of all services required under this Contract, 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 Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit 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 Contract.
- E. The Consultant shall perform the services pursuant to this Contract using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract 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 Contract. 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 Contract 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 Contract, 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 Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The 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 Contract 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 Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.
- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Contract is subject to City Council approval.
- J. The 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,

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

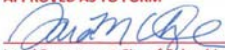
"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract 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 Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

ESP Associates, Inc.
SD8503-02 Rocky Branch Saluda Bypass and Whaley & Main Improvements

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC
5/7/2024

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:

ESP ASSOCIATES, INC.

Print: Name/Title

Signature

Date:

(Corporate Seal)

Attest

Signature

Date:

ESP Associates, Inc.
SD8503-02 Rocky Branch Saluda Bypass and Whaley & Main Improvements

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 #SD8503 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 stormwater bypass and detention project (Saluda Bypass) and a stormwater culvert replacement and roadway elevation adjustment project (Whaley and Main), including engineering services during design and construction for the project.

The projects are located in Downtown Columbia, South Carolina. The Saluda Bypass and Maxcy Gregg Park Pond project begins on Harden Street approximately halfway between the intersections of Green Street and Devine Street and ends directly downstream of the culverts crossing Pickens Street, west of Maxcy Gregg Park. The Whaley and Main Project is located near the intersection of Whaley and Main streets. The general locations of the projects are shown in Figure 1 (attached). The proposed Saluda Bypass and Maxcy Gregg Park Pond project consists of two parts, the installation of a large stormwater conveyance system (Saluda Bypass) through the 5-Points area of Columbia and the installation of a detention pond (Maxcy Gregg Pond) in the existing Maxcy Gregg Park. The purpose of these projects is to design and perform engineering services for permitting, bidding, and construction for Saluda Bypass and Whaley and Main.

In general, ESP Associates, Inc. (ESP) will provide the following scope of services:

- Public Meeting Support
- 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 Hybrid Engineering, Inc as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Maintain regular contact with the CITY's staff throughout the project.
- Provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). Documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

- Implement and adhere to internal quality control and quality assurance procedures and ensure 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 with 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, assuming thirty-six (36) months. This scope assumes monthly progress meetings will be in a virtual format.
- Up to twenty (20) public meetings in Task item 140.
- Draft and Final (30% design) Selected Alternative design review meetings – two (2) meetings total.
- 60% and 90% design review meetings in Task item 560 – two (2) meetings total.
- One (1) pre-bid meeting in Task item 710

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will 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 input support for this project to include:

- Meet with the CITY to discuss logistics and receive input for public meeting. CITY will coordinate and secure a meeting location.
- Conduct one meeting between 30% (PER) and 60% design stages for both projects.
- Conduct necessary meetings with the additional public entities:
 - City Management
 - University of South Carolina representatives
 - Parks and Recreation representatives (effort covered in section 1100)
 - SCDOT
 - Five Points Business Association
 - Local Neighborhood Associations
- Discussion topics to include overview of project description and its purpose, schedule, properties affected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.
- Assist CITY in notification of customers in the area by mailers to inform them of the meeting, the type of work to be conducted, and who to contact with questions or concerns.
- Consultant will prepare displays and handouts needed for the meetings.

150 Mentor-Protégé Program

Consultant and Hybrid Engineering, Inc will provide the following in compliance with the City of Columbia's

Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Hybrid Engineering, Inc.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend 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 Form 708 Mentor Semi-Annual Report to the City of Columbia's Office of Business Opportunities every June 15th and December 15th for the duration of the contract.
- Prepare and submit Form 707 Mentor/Protégé Team Annual Plan and Form 707 Mentor/Protégé Annual Company Profile Update to the City of Columbia's Office of Business Opportunities every August 1st for the duration of the contract.

160 WSP Evaluation and Design Phase Administration

This covers WSP work in section 100. See WSP proposal for breakdown.

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed storm systems.
- Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alignment. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alignment.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alignment more detailed evaluation of alternatives will be conducted if reconnaissance dictates alterations.

220 Alternative Analysis and Route Selection

- This service is not provided under this agreement.

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 permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Consultant will provide preliminary utility coordination for the project based on the proposed selected route.
- Consultant will identify and contact utilities within the project area.
- Request and compile existing utility information from the utility providers.
- Schedule and attend onsite meetings with the utilities.
- Obtain preliminary relocation plans/sketches from each utility.
- Perform preliminary assessment of impacts to each utility.
- Develop preliminary utility relocation plans and schedule.

250 Design Criteria

- Consultant will design the proposed Saluda Bypass and Maxcy Gregg Park Pond project and the Whaley and Main project based on recommendations identified in the planning phase report submitted by ESP Associates titled "Rocky Branch Alternatives Evaluation" in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alignment routing analysis the Consultant will prepare an opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- This service is not provided under this agreement.

280 Preliminary Alternative Analysis and Engineering Report

- This service is not provided under this agreement.

TASK 300 – Survey and Utility Mapping

Field investigations for Saluda Bypass and Whaley and Main shall be conducted in support of plans preparation and final design.

310 Wetlands Survey

- See attached Scope of Services from WSP.
- Establish and/or verify horizontal and vertical control benchmarks.
- Coordinate with wetland delineation provider to obtain current flag maps prepared by them to facilitate accurate single pass survey of delineation flags.
- Locate existing flags as marked by wetlands delineation company to sub meter accuracy.
- Map flag locations and draft linework on wetlands map.
- "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 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 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 (2011)
- Vertical datum shall be: NAVD 88
- Surveyor shall recover existing horizontal and vertical control monuments and establish GPS control points along the pipeline alignments and/or within the area of study.
- Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals.
- Surveyor shall locate and map (*features excluded/obscured from LiDAR/Imagery mapping*):
 - Property features: property corners, boundaries by deed/plat, right of ways, existing obvious and apparent easements
 - Physical features: building structures, paved roads, driveways, mailboxes, fences, signage (street name, traffic, etc.), vehicular, rail and pedestrian bridges, guardrails and other miscellaneous aboveground structure or feature.
 - Utility features visible: existing sanitary and storm water structures, including pipe size, type, direction, connectivity, elevation of rim, invert; 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
 - Utility features underground: electric, gas, water, cable, stormwater, fiber optics, and telephone. Surveyor shall contact the utility locating service (Palmetto Utility Protection Service (PUPS) and City in the appropriate amount of time prior to field surveying.
 - Environmental features: significant rock outcroppings, trees 12" DBH and larger, ornamental trees, bushes, shrub lines, landscaped area outlines, top of slope, bottom of slope, water surface

- elevations at water crossings, stormwater ditches (thalweg , top & bottom of banks).
- Geotechnical Bore Locations: Approximately 28 geotechnical bore locations.
- Hydraulic restriction features (*in areas of critical interest to the design parameters*): low chord and top of rail of existing vehicular, rail and pedestrian bridges, low water crossings, finished floor locations and elevations, vent openings and elevations, HVAC, crawl space elevations.
- Surveyor shall prepare final AutoCAD (CIV3D v.2022 format) 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.

321 Planimetric Feature Mapping and Digital Terrain Model Mapping

- Planimetric Feature Mapping
 - Utilizing existing aerial photography, ESP will extract the visible, unobstructed planimetric features from the 3-D stereo models.
 - These will include roadways and other visible features lying within the specified mapping limits.
 - Features will be mapped in 3D utilizing a standard level and cell library setup.
 - Planimetric features affecting the surface model and/or contours will be used in the Digital Terrain Model file as well.
 - Areas obscured by vegetation and/or other features will be delineated with an OBSCURED AREA POLYGON to indicate where additional field survey may be required.
 - The photogrammetric PLAN map will be provided in CAD format.
- Digital Terrain Mapping
 - Breaklines will be collected at natural and man-made breaks in the terrain where necessary to enforce an accurate surface model and support contour generation.
 - ESP collects closed water bodies as polygon features that contain a constant Z elevation for vertices within the polygon. The Z elevation is derived from the lowest bank elevation at that location where the water body is digitized.
 - Islands digitized will have same Z elevation of associated water body polygon.
 - Stream and/or river features are digitized to follow the terrain downhill.
 - Valid lidar ground points will be incorporated into the DTM model as mass points.
 - Obscured areas shall be delineated in the model to depict areas where the photogrammetric and lidar data is of low confidence and may require supplemental field survey.
 - The DTM will be collected to a buffer of ~20' outside of the mapping limits of the AOI to ensure proper behavior of contours and TINs at the mapping limit edge.

330 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing 40 easement exhibits (8.5"x14"). Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

340 Utility Mapping

- The Consultant's surveyor shall survey and map the location of a minimum of 60 Soft Digs/Test Holes for the purpose of determining utility depths.

341 Subsurface Utility Engineering (SUE) Investigation

ESP will perform SUE services within 4 areas in the Rocky Branch Drainage project limits. The first area includes the full right of way of approximately 200 feet along Pickens St. to the southeast of Blossom St. The second area is a route including the full right of way of portions of Waccamaw St., Santee St., and Harden St. This area includes 100 feet in each direction at each intersecting street along the route. The third area includes the full right of way in each direction of the intersection of Main St. at Whaley St. The fourth area includes a box culvert replacement under the railroad tracks south of Whaley St. between Main St. and Assembly St. The SUE limits and extents for each of these sites can be seen below in the attached Site Limits

- SUE Quality Level D (QL-D) Subsurface Utility Record Research: ESP will contact SC811 to determine which member utilities have facilities in the project area. ESP will then request records from member utility owners with underground facilities within the site limits. If records are not available, we will request a site meeting to identify the owners' facilities. Please note that utility records may take a significant amount of time to receive, up to 2-4 weeks and may not be received prior to field investigations depending upon project schedule.
- SUE Quality Level C (QL-C) Utility Feature Survey: The QL-C utility feature survey will be conducted by the project surveyor as part of the overall existing conditions survey. ESP will review the utility features surveyed and notify the project team of missed features found during our investigation should the existing conditions survey be provided prior to the SUE investigation.
- SUE Quality Level B (QL-B) Subsurface Utility Investigation: ESP Associates will deploy electromagnetic (EM) pipe and cable locators and ground penetrating radar (GPR) to determine the approximate horizontal position of detectable utilities within the project limits in Columbia, South Carolina. The horizontal positions of detectable non-gravity utility systems will be marked on the ground using water-based marking paint and/or pin flags. A not-to-scale field sketch will be generated to aid in survey and mapping of the designated utilities.
- SUE Quality Level A (QL-A) Vacuum Excavation: ESP Associates has been requested to include costs for up to 60 vacuum excavation test holes for this project. The exact locations of the test holes will be determined following completion of the QL-B subsurface utility investigation task. Tasks to be performed as a part of the subsurface utility vacuum excavation (test hole) services are as follows:
 - ESP will contact SC811 to request utility marking prior to performing vacuum excavation.
 - ESP will "set-up" each test hole by deploying EM and GPR to designate and confirm the target utility prior to initiating vacuum excavation activities.
 - ESP will set hubs or nails and obtain depth measurements at each test hole location. The hubs or nails will be surveyed, and the recorded information will be included on vacuum excavation test hole reports.
 - ESP will obtain the utility size, material type where reasonably ascertainable, and depth of cover to the top of the subject utility at each test hole. A vacuum excavation test hole report will be prepared for each test hole.
 - If air excavation is used, then spoils removed from the test hole will be placed back in the hole and compacted in 6-inch lifts. Spoils not suitable for placement back in a test hole will be removed from the project site. We assume that no contaminated soil will be present which would require special equipment decontamination.
 - If test holes are in a hard surface (asphalt or concrete) the surface will be patched using asphalt cold patch or concrete mix. Additional repair requirements, if required, will be billed at cost plus 15% and will be approved prior to performing work.

- Maintenance of traffic (MOT), if required, will be billed at cost plus 15%. The rates below are for budgeting purposes only as actual cost may vary depending upon requirements of selected test hole locations.
- Final Deliverable: Following the QL-B SUE investigation, ESP will locate and map the utility markings and incorporate them into the project drawing. ESP will review the utility data against records and field sketches. Vacuum excavation test hole reports will be generated for each test hole completed. The SUE investigation will be overseen by a licensed professional engineer in responsible charge of the SUE investigation. Upon request, stand-alone SUE drawings with layouts can be generated and signed/sealed by a licensed professional engineer.
- Schedule: Following approval, ESP will initiate the tasks described above. The fieldwork task of the QL-B Subsurface utility investigation will require 20 days for the Saluda bypass and Pickens St. section and 6 days for the Whaley St. and Main St. section. The railroad crossing schedule will be dependent upon Norfolk-Southern availability. It is assumed that a typical workday will be no more than 10 hours and no restrictions on working hours are anticipated. If this schedule or scope of work is not satisfactory, we will make every effort to modify it to meet your needs. ESP assumes you will be the recipient of our deliverables and we will not distribute them to other parties without prior approval from you.
- Assumptions for Technical Services:
 - If underground utilities are damaged within area of investigation, whether marked by ESP or not, it is the City of Columbia's obligation to notify ESP within 48 hours of damage to allow ESP to investigate the damage. Failure to notify ESP within 48 hours absolves ESP from potential liability for claims.
 - We assume that field activities can be performed during normal business hours. If night or weekend work is required, surcharges may apply.
 - Arrangements regarding site access and notification of property owners will be made by The City of Columbia before and during the field work.
 - The City of Columbia accepts that a significant amount of water- based marking paint may be applied to the ground surface during the field work and should notify ESP prior to the investigation if marking paint should not be applied to specific areas.
 - Although geophysical methods provide a high level of assurance in determining the location of subsurface objects, the possibility exists that not all features will be detected due to depth, size, soil conditions, and other reasons beyond ESP's control. For example, utilities present at depths below an instrument's detection limit cannot be located. Therefore, it is understood that no non-invasive instrument is guaranteed to detect 100% of subsurface utilities or other features. In instances where precise horizontal and vertical is critical, minimally invasive methods such as vacuum excavation should be utilized to visually inspect and survey the feature. Therefore, due caution should be used when performing subsurface excavation and ESP is not liable for damages that occur unless it is demonstrated that the damages occurred as a result of our negligence.

350 As-Built Survey

- This service is not provided under this agreement.

351 As-Built Survey Review

- Consultant will review and approve as-built survey and LOMR as-built survey provided by the contractor and surveyor.

352 LOMR As-Built Survey

- The surveyor shall verify/extend/establish horizontal and vertical control.
- For Saluda Bypass project:
 - Field survey upstream and downstream cross sections of the culvert that traverses underneath Pickens street at the downstream end of Maxcy Gregg Park
 - Field survey identified FEMA cross sections within the project area.
 - Field survey the final channel within the project area.
 - Field survey pond grades within the project area.
- For Whaley and Main project:
 - Field survey upstream and downstream cross sections for the culvert under the intersection.
 - Field survey the culvert that traverses under the railroad.
 - Field Survey cross sections of identified FEMA floodplain cross sections within the project area.
 - as-built topographic survey of final channel grades within project limits
- Prepare overall as-builts in accordance with current South Carolina Minimum Standards of Practice for Topographic Surveys (COR Chp. 49 Article 4 Reg. 400-490) and conducted using conventional, GPS, or other accepted methods.
- Provide up to five (5) hard copies, PDF and CAD file (CIV3D v.2022 format).

360 360 WSP Jurisdictional Waters Delineation and Environmental Assessment

This covers WSP work in section 300. See WSP proposal for breakdown.

TASK 400 – Geotechnical Investigation

410 Project Management

Consultant will use a subcontractor(s) to provide equipment and crews to perform soil test borings, obtain soil samples, perform pavement coring and patching, and provide traffic control services for the proposed project.

Prior to mobilizing to the site, we will contact South Carolina 811 (SC811) to locate underground public utilities. We will supplement the SC811 locates with subsurface utility clearance services for private utilities not performed within the scope of SC811. Some soil test borings will be performed in Harden Street, Santee Avenue, Waccamaw Avenue, Main Street, and Whaley Street. These locations will require a City of Columbia and SCDOT coordination and encroachment permits to perform the field testing, and traffic control, which will consist of lane closures. Traffic control services will be performed in general accordance with SCDOT standards, and temporary lane closures utilizing a two-flagger operation are anticipated at most locations.

Some borings are planned near the existing culvert crossing of the Norfolk Southern railroad south of the Intersection of Whaley and Main Streets. These borings will be within the railroad right-away but will not be within the track fouling distance. We will coordinate with Norfolk Southern prior to field activities within the right- of-way to ensure we are an adequate distance away from the tracks.

Some of the roadways within the project limits are maintained by SCDOT, and some are local roads. We will coordinate with and obtain SCDOT and City of Columbia encroachment permits required to conduct investigation on public rights- of-way. Based on information provided by City of Columbia personnel, we understand that soil test borings performed in the roadways must be performed during nighttime hours to

minimize impacts to traffic and businesses. This applies to the 12 soil test borings Harden Street, Santee Avenue, Waccamaw Avenue, Main Street, and Whaley Street. We assume nighttime hours will be from about 6pm to 6am. However, we will verify these times with the City of Columbia prior to our field exploration services.

The City will obtain right of entry and investigation as required on private property.

We have not been made aware of recognized environmental conditions (RECs) within or adjacent to the project areas based on available information to-date. As such, we assume subsurface exploration activities will not require decontamination of subsurface exploration equipment or containment, sample, testing, or disposal of investigation derived waste (IDW). We have based our subsurface scope of services and cost on that assumption. We recommend Phase I Environmental Site Assessments be performed to identify recognized environmental conditions (RECs) within or adjacent to the project areas to understand impacts on subsurface exploration activities and planned project construction. If REC's are identified within or adjacent to the project areas, our subsurface exploration scope and cost will likely require modification. We have included scoping and costs associated with the Phase I ESA services hereinafter.

We will provide input to other team members to develop project specifications related to geotechnical elements of the project.

420 Field Exploration

421 Saluda Bypass and Maxcy Gregg Pond

We will explore the culverts for the Saluda Bypass with five soil test borings (STB) and three CPT soundings typically 40 feet deep below the existing ground surface. We will extend one of the STBs to 100 feet deep or auger refusal. If auger refusal is encountered shallower than the planned bearing depth of the culverts, we will perform rock coring in up to three STB for a maximum length of 10 feet. We will collect up to three bulk samples or undisturbed Shelby tube samples for laboratory index, strength, and/or consolidation testing. We will measure groundwater at time of boring.

We will explore the cut slopes for the planned pond in Maxcy Gregg Park with six STB and three CPT soundings from 30 to 40 feet deep below the existing ground surface. If auger refusal is encountered shallower than planned toe of slope, we will perform rock coring in up to three STB for a maximum length of 10 feet. We will collect up to seven bulk samples or undisturbed Shelby tube samples for laboratory index and/or triaxial strength testing.

To evaluate the subsurface water conditions, we propose to install a total of five piezometers (small diameter observation wells) at five locations along the planned cut slope. The piezometers will be installed to depths of approximately 30 to 50 feet below the existing ground surface. Groundwater levels will be measured in the piezometers periodically over two weeks. Instantaneous Change in Head (Slug) testing will be performed in the piezometer near the intersection of Blossom and Pickens Streets in general accordance with ASTM D4044.

We will explore the planned pond area in Maxcy Gregg Park with three soil test borings to 20 feet below the existing ground surface.

Proposed soil test locations for the Saluda Bypass and Maxcy Gregg pond are shown in Figure 4-1

422 Whaley and Main Street Improvements

We will explore the planned culvert at the intersection of Whaley and Main Streets with one STP to 60 feet deep and two CPT soundings to 30 feet deep below the existing ground surface. If auger refusal is encountered shallower than planned bearing depth of the culverts, we will perform rock coring in the STB for a maximum length of 10 feet. We will also perform two STBs and one CPT sounding to 20 feet deep below the existing ground surface for roadway improvements planned for Whaley and Main Streets.

We will explore the culvert planned beneath Norfolk Southern railroad with two STBs and two CPT soundings typically to 40 feet deep below the existing ground surface. One soil test boring will be extended to 80 feet deep. If auger refusal is encountered shallower than the planned bearing depth of the culvert, we will perform rock coring in the two STBs for a maximum length of 10 feet.

Proposed soil test locations for the Whaley and Main Street Improvements are shown in Figure 4-2.

General Field Exploration Procedures

The STBs will be advanced using mud rotary or hollow-stem auger drilling techniques to advance the hole, and split-spoon sampling with Standard Penetration Testing (N values) will be performed continuously in the top 10 feet and at 5 foot intervals thereafter in general accordance with ASTM D1586. If soft, cohesive soils are encountered, relatively undisturbed "Shelby-tube" samples will be obtained for laboratory testing in general accordance with ASTM D1587. Refusal materials will be sampled using rock coring techniques in general accordance with ASTM D2113, if needed depending on auger refusal depth. Core samples will be obtained to determine the Rock Quality Designation (RQD) and define the integrity and density of the rock. The borings will be backfilled upon completion with the cuttings and sand. Where coring through existing pavements is required, we will patch the pavement with grout or asphalt cold patch. Borings within the SCDOT right-of-way will be backfilled with grout in the top 10 feet, and the pavement will be patched.

The piezometers will be constructed using 2-inch diameter slotted PVC pipe. The bottom 2 feet of each piezometer will be backfilled with filter sand and then sealed with bentonite. Water level measurements will be taken upon installation of the piezometers and at five subsequent site visits. The timing of the subsequent site visits will be dependent on precipitation events.

In a CPT sounding, an electronically instrumented cone penetrometer is hydraulically pushed through the soil to measure point stress, pore water pressure, and sleeve friction in general accordance with ASTM D 5778. The CPT data is used to determine soil stratigraphy and to estimate soil parameters such as pre-consolidation stress, friction angle, and undrained shear strength.

430 Subsurface Utility Clearance

ESP will perform subsurface utility investigation services for the clearance of up to 30 geotechnical test locations within the project limits. We anticipate that 20 locations will be associated with the Saluda Bypass and Maxcy Gregg Park area, and 10 locations will be associated with the Whaley and Main intersection. The project limits and proposed test locations can be seen below in Figures 4-1 and 4 2.

Subsurface Utility Investigation for Boring Clearance: ESP Associates will deploy electromagnetic (EM) pipe and cable locators and ground penetrating radar (GPR) to determine the approximate horizontal position of detectable utilities at up to 30 geotechnical boring locations within the project limits in Columbia, South

Carolina. The horizontal positions of detectable non-gravity utility systems will be marked on the ground using paint and/or pin flags. A not-to-scale field sketch will be generated as a record of the designated utilities.

Schedule: Following approval, ESP will initiate the tasks described above. The fieldwork task of the subsurface utility investigation will require 2.5 days for the Saluda Bypass and Maxcy Gregg Park section and 1 day for the Whaley St. and Main St. intersection. It is assumed that a typical workday will be no more than 10 hours and no restrictions on working hours are anticipated. If this schedule or scope of work is not satisfactory, we will make an effort to modify it to meet your needs. ESP assumes you will be the recipient of our deliverables and we will not distribute them to other parties without prior approval from you.

Assumptions for Subsurface Utility Clearance Services:

- If underground utilities are damaged within area of investigation, whether marked by ESP or not, it is the City of Columbia's obligation to notify ESP within 48 hours of damage to allow ESP to investigate the damage. Failure to notify ESP within 48 hours absolves ESP from potential liability for claims.
- We assume that field activities can be performed during normal business hours. If night or weekend work is required, surcharges may apply.
- Arrangements regarding site access and notification of property owners will be made by the City of Columbia before and during the field work.
- The City of Columbia accepts that a significant amount of marking paint may be applied to the ground surface during the field work and should notify ESP prior to the investigation if marking paint should not be applied to specific areas.
- Although geophysical methods provide a high level of assurance in determining the location of subsurface objects, the possibility exists that not all features will be detected due to depth, size, soil conditions, and other reasons beyond ESP's control. For example, utilities present at depths below an instrument's detection limit cannot be located. Therefore, it is understood that no non-invasive instrument is guaranteed to detect 100% of subsurface utilities or other features. In instances where precise horizontal and vertical is critical, minimally invasive methods such as vacuum excavation should be utilized to visually inspect and survey the feature. Therefore, due caution should be used when performing subsurface excavation and ESP is not liable for damages that occur unless it is demonstrated that the damages occurred as a result of our negligence.



Figure 4-1: Site Limits of Saluda Bypass and Maxcy Gregg Pond



Figure 4-2: Site Limits of Whaley and Main Streets

440 Laboratory Testing

Representative split-spoon samples will be subject to laboratory natural moisture content, grain size distribution, and Atterberg limits as requested. Laboratory index testing (i.e., moisture content, grain size distribution, and Atterberg limits) will be performed on up to 56 split-spoon samples.

CU triaxial shear or direct shear testing will be performed on up to 12 shelly tube or representative bulk

samples. Bulk samples will be remolded to approximately 95% of their maximum dry density. Natural moisture content, grain size distribution, Atterberg limits, and standard proctor testing will also be performed on those samples.

California Bearing Ratio testing will be performed on up to bulk samples obtained from roadway subgrade materials. Bulk samples will be remolded to approximately 95% of their maximum dry density. Natural moisture content, grain size distribution, Atterberg limits, and standard proctor testing will also be performed on those samples.

Permeability testing will be performed on up to 4 samples remolded from a representative bulk or Shelby tube sample obtained from proposed cut slopes.

Relatively undisturbed push tube samples will be obtained if soft compressible clays are encountered in planned culvert or roadway areas. Up to two samples will be subject to laboratory consolidation, natural moisture content, grain size distribution, Atterberg limits testing.

Laboratory testing will be performed using applicable ASTM standards.

450 Phase I Environmental Site Assessments (ESAs)

Representative Due to the distance between the two alignments, ESP will assess the “Saluda Bypass and Maxcy Gregg Alignment” and the “Whaley and Main Alignment” as two separate Phase I ESA projects, each resulting in its own Phase I ESA report. The Phase I ESAs will cover areas anticipated to be impacted by construction activities, as can best be determined based on design drawings available at the initiation of the Phase I ESAs.

ESP will perform a Phase I ESA for each alignment project area in general accordance with ASTM E 1527-21, identifying the City of Columbia as the User. ESP understands this service is being provided as part of our client’s due diligence qualifications for the “innocent land owner’s defense” for a land transaction or loan modification. Opinions outlined in our report will be rendered in accordance with generally accepted professional standards but are not to be construed as guarantee or warranty as to the potential liability associated with environmental conditions or impacts in the project area. The report and opinion will be based solely upon the services described herein, and will not be based on tasks or procedures beyond the scope of described services or the time and budgetary constraints imposed. The Phase I ESA does not include services relating to delineation of regulated wetlands or other environmental services not outlined in ASTM E 1527-21.

It is anticipated that the Phase I ESA will identify recognized environmental conditions (RECs) within or adjacent to the project areas. To gain an understanding as to the presence and nature of contamination associated with identified RECs, ESP may need to communicate with SC Department of Health and Environmental Control (SCDHEC) personnel to obtain readily-available environmental documentation for certain identified RECs. It may also be necessary to visit SCDHEC’s offices to review hard copy regulatory files.

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the user must provide the information (if available) included on the attached User Questionnaires to the environmental professional. Failure to provide this information could result in a determination that “all appropriate inquiry” is not complete.

Clear access into the properties through which the alignments run, as well as access to reports and data relative to the subject project areas, is required. ESP does not anticipate needing to access structures since we do not anticipate that the alignments will run through existing structures. Electronic copies of the two reports should be submitted to you within six weeks of receipt of written authorization to proceed.

460 Analysis and Reporting

We will perform liquefaction, settlement, stability, infiltration, and pavement analyses for proposed culverts, cut slope for pond and roadway grade changes in general accordance with SCDOT's Geotechnical Design Manual, where applicable.

Upon completion of the analyses, we will prepare a formal engineering report. The report will present our findings, conclusions, and recommendations and will include:

- Site description;
- Field testing procedures;
- Test location plans;
- Soil test boring and CPT sounding logs which describe site soils and illustrate stratification changes, field data, and groundwater levels;
- Laboratory testing results;
- Site preparation procedures including necessary stripping, mucking, and stabilization measures;
- Recommendations for controlled fill placement and compaction procedures;
- Settlement and slope stability analyses for roadway improvements;
- Slope stability and permeability analyses for cut slopes; and
- Recommendations for culvert foundation support and liquefaction analysis.
- Recommendations for flexible pavement thicknesses based on anticipated traffic volumes provided by others.
- Geotechnical plan notes

We will submit a draft report for review and comment. We will address comments and incorporate them into the final report as appropriate, and a final report will be submitted.

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the closed storm system, culverts, and intersection within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of roadway encroachment permits.

520 Final Utility Coordination

- Consultant will conduct final utility coordination efforts based on the utilities input and final design of the stormwater alignments in the project area.
- Consultant will coordinate final design with each utility.
- Conduct and attend onsite meetings with utilities.
- Obtain final relocation plans/sketches from each utility.

- Acquire cost estimates, agreements and permits from each utility.
- Perform final assessment of impacts to each utility.
- Submit final utility relocation plans and schedule.

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 for both the Saluda Bypass and Maxcy Gregg Park Pond project and the Whaley and Main Project . One set of contract documents per project 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 for each project:
 - Saluda Bypass and Maxcy Gregg Park Pond Project
 - Cover sheet
 - General notes sheets
 - Design and Construction details
 - Detailed storm plan and profile drawings on 24" x 36" plan sheets, 20 scale
 - Grading plan sheets
 - Sediment and erosion control plan and detail sheets, including bypass pumping plans as needed
 - Traffic control plan sheets
 - Pavement marking and signage plan sheets
 - Utility coordination plan sheets
 - Structural plan and detail sheets (see task 1120 and proposal attachment provided by Hybrid Engineering for time and effort associated with design and review)
 - Landscaping architectural plans (included in proposal attachment from ESP Associates, Inc. LA group)
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - The following are assumed to NOT be included in this submittal:
 - Drainage structure schedules
 - Roadway plan and profiles
 - Channel cross sections
 - Whaley and Main Project
 - Cover sheet
 - General notes sheets
 - Design and Construction details
 - Detailed storm plan and profile drawings on 24" x 36" plan sheets, 20 scale
 - Grading plan sheets Sediment and erosion control plan and detail sheets, including bypass pumping plans as needed
 - Traffic control plan sheets
 - Pavement marking and signage plan sheets
 - Utility coordination plan sheets
 - Channel cross section sheets

- Structural plan and detail sheets (see task 1120 and proposal attachment provided by Hybrid Engineering for time and effort associated with design and review)
- Specifications coordinated with the CITY'S standard contract documents.
- Special conditions related to permit requirements and easement requirements.
- Material specifications including minimum installation requirements.
- The following are assumed to NOT be included in this submittal:
 - Drainage structure schedules
- CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal for both projects, Consultant will provide one set of final bid plans, a digital copy 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 – Stormwater
 - South Carolina Department of Transportation
 - Norfolk Southern Railroad
 - 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 System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the thirty percent (30%), sixty percent (60%), and ninety percent (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 assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement exhibits prepared by the Consultant.
- Upon CITY approval of the sixty (60%) percent design plans, Consultant shall prepare and submit easement exhibits. Refer to Task 330 above.
- ESP will not provide easement acquisition services.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: 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: See attached WSP Scope of Services. This scope assumes wetland delineation and mitigation will be required. Consultant's subcontractor, WSP will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, Consultant will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval.
 - The proposed impacts will meet the conditions for a NW12 Permit. An Individual Permit will not be required.

- If the NW12 Permit conditions cannot be met, additional permitting (e.g. Individual Permit) will be conducted under additional services (Task 1100).
- Compensatory mitigation will not be required. If impacts cannot be avoided or minimized and compensatory mitigation is required, preparation of a Mitigation Plan will be conducted under additional services (Task 1100).
- This project will have no impacts to threatened or endangered species, or historical/cultural resources.
- The fee for the permit application will be paid through Task 630, Permit Fee Allowance.
- Roadway Encroachment Permits: This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for all fees.
- Railroad Encroachment Permit: See attached WSP Scope of Services.
- Other Permits: This scope does not include 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.

Saluda Bypass and Maxcy Gregg Park Pond

A total of \$6,620 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Construction Permit - \$5600
- Stormwater Permit and Inspection Fees - \$1020
- Other - \$18,900 (see attached WSP Scope and Fee)

Whaley and Main

A total of \$21,140 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Construction Permit - \$5,250
- Stormwater Permit and Inspection Fees - \$490
- Other - \$18,900 (see attached WSP Scope and Fee)
- This cost will cover permit fees apart from wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY.

640 CLOMR Submittal Services

- ESP will coordinate with CLIENT, local floodplain regulators, and FEMA, as necessary, to prepare documentation to support the CLOMR application process. It is assumed that coordination will be through phone, email, and informal means. Additional floodplain consulting/coordination will be provided on an hourly basis based on ESP's standard rates and fees.
- ESP will collect/obtain and review pertinent data that will be used throughout the project in order to

prepare supporting models and other documents. Data to be collected and reviewed include: the FEMA flood insurance study (FIS) and corresponding hydraulic model for the Rocky Branch watershed, available site/survey data, and design plans for the proposed project improvements. Upon obtaining the FIS and hydraulic model information, ESP will create a “duplicate effective” model that will be used to build subsequent models for hydraulic evaluation (discussed in the following tasks). ESP assumes that existing field condition information outside of proposed project area within the Rocky Branch watershed (i.e. survey, features, etc.) will be provided by the CLIENT.

- ESP will incorporate data collected and create an “existing conditions” model for the Rocky Branch system. The “existing condition” model is used to update the effective models with newer/more detailed information. In addition, the “existing condition” model will establish the baseline from which the proposed conditions model (discussed in the following task) will be compared.
- ESP will develop a “proposed” model for the Rocky Branch system based on proposed improvements selected by the CLIENT. ESP will use the preliminary designs provided to perform an initial evaluation. However, plans prepared and sealed by an engineer will be necessary for the permit submittal. The results of the proposed model will be compared with the existing model to assess the impacts that the proposed development activities have on the BFEs. ESP will prepare a narrative and supporting mapping and other documents (FEMA MT-2 forms) to pursue a FEMA CLOMR, as described in the following task.
- ESP will utilize the information developed in the previous tasks and prepare a CLOMR package for submittal to FEMA through SCEMD and City of Columbia. This package will be submitted to City of Columbia for review and sign-off on FEMA forms before submittal to the State (via FEMA) for review. ESP will coordinate with the State reviewer and FEMA and respond to review comments.

650 LOMR Submittal Services

- ESP will coordinate with CLIENT, local floodplain regulators, and FEMA, as necessary, to prepare documentation to support a LOMR application based on the proposed alignment and proposed improvements. It is assumed that coordination will be through phone, email, and informal means. Additional floodplain consulting/coordination will be provided on an hourly basis based on ESP’s standard rates and fees.
- Compile and review pertinent data that will be used to prepare the LOMR application package. Anticipated data to be collected and reviewed include:
 - Effective FIS information (mapping, models, etc.), topographic data, parcels, and other site information that may be necessary for the application.
 - As-built survey will be necessary, including top of deck elevations and structure information (shape, size, length, material, inverts, etc.) as well as natural cross sections in the immediate vicinity of the culvert. A surveyed surface that reflects the finished conditions of the proposed improvements in the vicinity of the floodplain will be required. Surveying services are included in Task 300.
- ESP will run the Effective FIS hydraulic model on local computers to create a “Duplicate Effective” model per FEMA requirements. The Duplicate Effective model will be used to build subsequent models for hydraulic analysis. ESP will then develop an “Existing Conditions” model that reflects the previously constructed culvert. The Existing model will include revised BFEs and non-encroachments areas based on the as-built information. Results of the “Existing Conditions” model will be compared with the Effective model information to identify changes to the Effective regulatory BFEs and/or floodplain maps.
- As indicated previously, a CLOMR was submitted as a requirement of the Floodplain Development

Permit associated with the Rocky Branch proposed improvements. If the new analysis indicates significant changes from elevations identified in the CLOMR, ESP will coordinate with CLIENT to assess implications.

- ESP will organize and document the information developed in the previous tasks and will prepare a LOMR application for the development area that will include required components (e.g. narrative, models, forms, annotated FIRM, and work maps). ESP will also prepare letter notification templates for properties that are impacted by proposed changes to BFEs and/or floodway widths.
- The package will be initially submitted to the local Floodplain Administrators (FPA) for signature on the "Community Acknowledgement Form" and then submitted to FEMA electronically through FEMA's On-line LOMC Portal.
- ESP will coordinate the local FPA and/or FEMA to respond to additional data requests and/or comments and send final notification letters to affected property owners. A 90-day appeal period will be initiated by FEMA after the LOMR is approved, during which time affected property owners can appeal the proposed changes to the BFEs. LOMRs will be effective only after the 90-day appeal period has elapsed.

TASK 700 – Bidding and Award

This scope includes two separate construction contracts. One for Saluda Bypass and one for Whaley and Main.

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

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

730 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- See Hybrid Engineering, Inc (Sub-Consultant) attached Scope of Services for associated hourly breakdown and costs associated with sections 810, 820, 830, 840, and 850.
- This scope assumes approximately 3,300 linear feet of stormwater culverts and associated side systems, as well as approximately 2.1 million ft³ of detention pond will be constructed for the Saluda Bypass and Maxcy Gregg Park Pond Project, and approximately 300 linear feet of stormwater culverts and associated side systems, as well as approximately 28,000 ft² of channel improvements for the Whaley and Main Project. After award of the construction contract, Consultant and Sub-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 Saluda Bypass and Maxcy Gregg Park Pond Project will be eighteen (18) months for substantial completion three (3) months for final completion, and Whaley and Main system project will be nine (9) months for substantial completion and 3 months for final completion. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Sub-Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Sub-Consultant shall not supervise, direct or have control over Contractor's work nor shall Sub-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 and act as its representative during the construction period. Sub-Consultant will provide contract administration and general services required for the Project, including:
 - As CITY's representative for the duration of the construction contract, communications to and from the contractor shall go through Sub-Consultant. On behalf of the CITY, Sub-Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - Sub-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;
 - 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.
 - 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 interested 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.
 - One (1) pre-construction meeting and twelve (12) monthly progress meetings have been budgeted for the Whaley and Main Project, and one pre-construction meeting and eighteen (18) monthly progress meetings have been budgeted for the Saluda Bypass and Maxcy Gregg Park

Pond Project. 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 construction projects 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, Sub-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: Sub-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 Sub-Consultant. Upon receipt of a requested change order, Sub-Consultant will review it in detail and then discuss it with the Consultant, 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: Sub-Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Sub-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 Sub-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 and Sub-Consultant.
- Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Sub-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 Sub-Consultant's visits, and on the basis of on-site observations, Sub-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
 - See Hybrid Engineering Scope for weekly breakdown of field representation.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 Record Drawings

- Sub-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.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format. 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 Landscape Architectural Services

The Consultant will conduct up to two (2) site walks with appropriate City staff and stakeholders, including but not limited to Parks and Recreation, maintenance, Urban Design/Planning, and Engineering departments. Site visits or meetings will be structured to collect relevant site information from staff necessary to prepare Landscape Architectural concepts and plans suitable for City review acceptance and comment. Additional stakeholder meetings will be conducted as needed to fully understand the project site in creating conceptual landscape architectural documents. Landscape Architect will attend coordination meetings as needed throughout the project and provide general project exhibits, up to six (6), to aid in the design team's understanding of the landscape concept and direction.

Public Meeting & Community/Stakeholder Engagement

Consultant shall assist City with public engagement during the design development phase. Consultant will attend meetings with City and prepare exhibits as required, up to three (3) unique exhibits. Consultant assumes up to six (6) in person stakeholder meetings during this phase, with a virtual option provided for attendees.

The Consultant shall be responsible for preparing up to three (3) exhibits and one (1) PowerPoint presentation for attendance at one (1) public meeting. The Consultant will attend the meeting and present the design, respond to questions, and gather input shared by stakeholders/residents attending the meeting. The Consultant shall develop meeting minutes and a summary of the public meeting. Arranging the location of the meeting and notifying the public shall be completed by the Owner.

Landscape Architectural Conceptual Design (30%) shall include up to three (3) rendered graphics to communicate the design intent, layout of planting areas and grading, as well as a preliminary plant and hardscape palette for review and comment. Conceptual Design phase will conclude with a 3D rendered Lumion plan/flythrough of the project site.

Landscape Architectural Design Development (50%) plans shall include the following:

- Hardscape layout indicating available planting areas, irrigation sleeve locations (also shown on Civil plans), hardscape materials and site furnishings schedule. Site furnishing options to include, but are not limited to: benches, signage, sidewalk/pavement treatment and material options, bicycle racks, trash and recycling receptacles, bollards and planters.
- Preliminary plant palette schedule and planting medium (soil amendment) options.
- Drip irrigation design standards and criteria, points of connection (POC), controller and backflow preventer locations, including available pressure and flow as well as mainline routing to valves. City to provide proposed POC flow and pressure information to Consultant.
- Typical details for tree and shrub planting (based on City standards), drip irrigation trenching and irrigation pipe locations.
- Identification of feasible low impact design innovations or public art opportunities for City

consideration.

- One (1) DD plan review with City to address design team questions and revisions.
- Project management effort is included with their respective tasks. This includes but is not limited to QA/QC of documents, organizing and coordinating meetings, email and phone communication, maintaining and updating project schedule, team shared folder and subconsultant coordination.

Landscape Architectural CD (90%) plans shall build upon DD plans to include the following:

- Dimensioned and detailed hardscape layout indicating hardscape materials, irrigation sleeve locations and site furnishings schedule. Site furnishing options to include, but are not limited to: benches, signage, sidewalk/pavement treatment and material options, bicycle racks, trash and recycling receptacles, bollards, seat walls and planters.
- Planting plan and details for tree, shrub and accent planting areas, including raised planters, if applicable.
- Preliminary OPCC for landscape architectural related items for inclusion into project OPCC.
- One (1) CD plan review with City to address design team questions and revisions.
- Project management effort is included with their respective tasks. This includes but is not limited to QA/QC of documents, organizing and coordinating meetings, email and phone communication, maintaining and updating project schedule, team shared folder and subconsultant coordination.

Final Landscape Architectural (100%) plans shall build upon DD plans to include the following:

- Addressing City comments from prior submittals and preparing Bid Document plan, detail, specification and OPCC information for Bidding and Permitting of landscape architectural documents.
- Dimensioned and detailed hardscape layout indicating hardscape materials, irrigation sleeve locations and site furnishings schedule. Site furnishing options to include, but are not limited to: benches, signage, sidewalk/pavement treatment and material options, bicycle racks, trash and recycling receptacles, bollards, seat walls and planters.
- Planting plan and details for tree, shrub and accent planting areas, including raised planters, if applicable.
- Final OPCC for landscape architectural related items for inclusion into project OPCC.
- Final project specifications (special provisions) for landscape architectural items not currently included in City's Standard Specifications.

1120 Structural Design Services

See attached proposal from Hybrid Engineering.

Additional Professional Services as Required by Unforeseen Circumstances

The consultant will use this task to cover expenses incurred from unforeseen circumstances. Funds utilized for this task must be approved by the City prior to work commencing. Examples of services that may use this task include, but are not limited to:

- Additional alternatives analysis
- Additional stakeholder meetings and coordination not listed in the above scope
- Other services requested by the client not included in the above scope of services

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 stormwater systems and stormwater 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 stormwater structures and assist the Engineer with gaining safe access.
- For structures and stormwater systems 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 structures.
- 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.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES



Rocky Branch CIP
Construction Documents and Construction Administration

PROPOSED SCHEDULE

		2024							2025											
		June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Task	Duration (Calendar Days)																			
General Data Collection, Field Recon and Coordination	60																			
Preliminary Agency Coordination and Meetings	30																			
Wetlands Survey	60																			
Field Survey	120																			
Planimetric Feature Mapping and Digital Terrain Model Mapping	14																			
Property Research and Easement Exhibits	60																			
Utility Mapping	105																			
Jurisdictional Waters Delineation and Environmental Assessment	90																			
Geotechnical Permits, Permissions, SC 811, Phase I ESA	45																			
Geotechnical Field Exploration	30																			
Geotechnical Subsurface Utility Clearance	14																			
Geotechnical Laboratory Testing	45																			
Geotechnical Analysis and Reporting	90																			
Roadway Coordination (City, Town, County, State, Federal)	90																			
Project Plans and Specifications (30%)	180																			
Design Review (30%)	45																			
Preliminary Utility Coordination and Meetings	60																			
Project Plans and Specifications (60%)	180																			
Design Review (60%)	45																			
Regulatory Agency Coordination	180																			
Opinion of Probable Construction Cost and Schedule	30																			
Project Plans and Specifications (90%)	180																			
Design Review (90%)	45																			
Property and Right-of-Way Assistance	360																			
Permits	180																			
Final Utility Coordination	120																			
CLOMR Submittal	45																			
Bidding Assistance	90																			
Award Recommendation	14																			
Conformed Documents	30																			
Construction	900																			
As-Built Survey Review	60																			
LOMR As-Built Survey	60																			
LOMR Submittal	45																			



Rocky Branch CIP
Construction Documents and Construction Administration

PROPOSED SCHEDULE

PROPOSED SCHEDULE		2026												2027											
		January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Task	Duration (Calendar Days)																								
General Data Collection, Field Recon and Coordination	60																								
Preliminary Agency Coordination and Meetings	30																								
Wetlands Survey	60																								
Field Survey	120																								
Planimetric Feature Mapping and Digital Terrain Model Mapping	14																								
Property Research and Easement Exhibits	60																								
Utility Mapping	105																								
Jurisdictional Waters Delineation and Environmental Assessment	90																								
Geotechnical Permits, Permissions, SC 811, Phase I ESA	45																								
Geotechnical Field Exploration	30																								
Geotechnical Subsurface Utility Clearance	14																								
Geotechnical Laboratory Testing	45																								
Geotechnical Analysis and Reporting	90																								
Roadway Coordination (City, Town, County, State, Federal)	90																								
Project Plans and Specifications (30%)	180																								
Design Review (30%)	45																								
Preliminary Utility Coordination and Meetings	60																								
Project Plans and Specifications (60%)	180																								
Design Review (60%)	45																								
Regulatory Agency Coordination	180																								
Opinion of Probable Construction Cost and Schedule	30																								
Project Plans and Specifications (90%)	180																								
Design Review (90%)	45																								
Property and Right-of-Way Assistance	360																								
Permits	180																								
Final Utility Coordination	120																								
CLOMR Submittal	45																								
Bidding Assistance	90																								
Award Recommendation	14																								
Conformed Documents	30																								
Construction	900																								
As-Built Survey Review	60																								
LOMR As-Built Survey	60																								
LOMR Submittal	45																								



Rocky Branch CIP
Construction Documents and Construction Administration

PROPOSED SCHEDULE

PROPOSED SCHEDULE		2028												2029											
		January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Task	Duration (Calendar Days)																								
General Data Collection, Field Recon and Coordination	60																								
Preliminary Agency Coordination and Meetings	30																								
Wetlands Survey	60																								
Field Survey	120																								
Planimetric Feature Mapping and Digital Terrain Model Mapping	14																								
Property Research and Easement Exhibits	60																								
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Design Review (30%)	45																								
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Design Review (60%)	45																								
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Project Plans and Specifications (90%)	180																								
Design Review (90%)	45																								
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Permits	180																								
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CLOMR Submittal	45																								
Bidding Assistance	90																								
Award Recommendation	14																								
Conformed Documents	30																								
Construction	900																								
As-Built Survey Review	60																								
LOMR As-Built Survey	60																								
LOMR Submittal	45																								



Rocky Branch CIP
Construction Documents and Construction Administration

PROPOSED SCHEDULE

		2030										
		January	February	March	April	May	June	July	August	September	October	November
Task	Duration (Calendar Days)											
General Data Collection, Field Recon and Coordination	60											
Preliminary Agency Coordination and Meetings	30											
Wetlands Survey	60											
Field Survey	120											
Planimetric Feature Mapping and Digital Terrain Model Mapping	14											
Property Research and Easement Exhibits	60											
Utility Mapping	105											
Jurisdictional Waters Delineation and Environmental Assessment	90											
Geotechnical Permits, Permissions, SC 811, Phase I ESA	45											
Geotechnical Field Exploration	30											
Geotechnical Subsurface Utility Clearance	14											
Geotechnical Laboratory Testing	45											
Geotechnical Analysis and Reporting	90											
Roadway Coordination (City, Town, County, State, Federal)	90											
Project Plans and Specifications (30%)	180											
Design Review (30%)	45											
Preliminary Utility Coordination and Meetings	60											
Project Plans and Specifications (60%)	180											
Design Review (60%)	45											
Regulatory Agency Coordination	180											
Opinion of Probable Construction Cost and Schedule	30											
Project Plans and Specifications (90%)	180											
Design Review (90%)	45											
Property and Right-of-Way Assistance	360											
Permits	180											
Final Utility Coordination	120											
CLOMR Submittal	45											
Bidding Assistance	90											
Award Recommendation	14											
Conformed Documents	30											
Construction	900											
As-Built Survey Review	60											
LOMR As-Built Survey	60											
LOMR Submittal	45											

EXHIBIT C - COMPENSATION

Task	Other Services	Permit Fees	ESP Total	Task Total
100 - Evaluation and Design Phase Administration	\$101,844.00		\$170,900.00	\$272,744.00
200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis	\$0.00		\$257,905.00	\$257,905.00
300 - Survey and Utility Mapping	\$24,000.00		\$993,050.00	\$1,017,050.00
400 - Geotechnical Investigation	\$0.00		\$429,707.00	\$429,707.00
500 - Final Design	\$5,000.00		\$1,648,792.00	\$1,653,792.00
600 - Permits and Property	\$123,000.00	\$50,160.00	\$201,270.00	\$374,430.00
700 - Bidding and Award	\$0.00		\$123,110.00	\$123,110.00
800 - Engineering Services During Construction	\$802,021.00		\$277,965.00	\$1,079,986.00
900 - Full Time Construction Inspection	N/A		N/A	N/A
1000 - Project Closeout	\$62,405.00		\$37,760.00	\$100,165.00
1100 - Additional Services	\$555,900.00		\$208,835.00	\$764,735.00
Additional Professional Services as Required by Unforeseen Circumstances			\$651,376.00	\$651,376.00
Reimbursable Expenses Allowance			\$25,000.00	\$25,000.00
Totals	\$1,674,170.00	\$50,160.00	\$5,025,670.00	\$6,750,000.00

EXHIBT 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)
Hybrid Engineering, Inc. DUNS# 849019414 / CAGE# 58QK0	V013182	Project Admin, Construction Admin, Structural Design, Permitting Assistance, Project Closeout	\$1,507,171.00	22.33%	SBE	N/A
WSP USA Environment & Infrastructure Inc. DUNS# 009643354	V016108	Project Admin, Environmental Assessments, Environmental Permitting	\$167,000.00	2.47%	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 \$ 1,674,171

TOTAL CONTRACT AMOUNT: \$ 6,750,000

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

Business Name: ESP Associates, Inc.

Representative Name/Title: 

Andrew Martin, PE, CFM

Civil Engineering Department Manager

Date: 4/15/2024

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Hybrid Engineering, Inc.

Company Name

7400 Irmo Dr. Columbia, SC 29212

Physical Address

7400 Irmo Dr.

Mailing Address

Columbia, SC 29212

City/State Zip Code + 4

(803) 407-0472

Phone number

(803) 407-0473

Fax number

Doug Clary

Larry Watts

Primary Contact Name

Secondary Contact Name

DClary@hybrideng.com

LWatts@hybrideng.com

Primary Contact Email Address

Secondary Contact Email Address

26-3125213

V013182

Federal ID #

Vendor #

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

WSP USA Environment & Infrastructure, Inc.

Company Name

104 Corporate Blvd, Suite 407

Physical Address

104 Corporate Blvd, Suite 407

Mailing Address

West Columbia, SC 29169

City/State Zip Code + 4

(803) 798-1200

Phone number

()

Fax number

Angela Vandelay

Allen Conger

Primary Contact Name

Secondary Contact Name

Angela.vandelay@wsp.com

allen.conger@wsp.com

Primary Contact Email Address

Secondary Contact Email Address

91-1641772

V016108

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: 4/9/24 Mentor Amount: \$5,242,829
Project Name: Rocky Branch CIP Mentor % of Total Contract: 77.67%
Project #: SD850302 Protégé Amount: \$1,507,171
Mentor: ESP Associates, Inc. Protégé % of Total Contract: 22.33%
Protégé: Hybrid Engineering, Inc. Duration of the Project: 6 Years
Total Project Contract Amount: \$6,750,000

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.

ESP has an executed Standard Agreement for Professional Services with Hybrid. The project will be contracted through Task Orders. ESP will be the prime design firm on this project and will provide overall project management and oversight, while performing the majority of the associated surveying, planning, design, and construction support services. Hybrid will generally provide data compilation, peer review, planning/design, and construction support services.

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

As a Protege, Hybrid is looking to expand their qualifications regarding larger projects, and improve their software capabilities. This project will allow Hybrid to increase their revenue, get valuable experience working on a large CIP project for the City, and have the opportunity to cross-train with the ESP Staff on various design and administrative tasks.



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.*

Hybrid will be an integrated team member and participate in multiple phases of this project. Hybrid will attend regular Project Team meetings, help provide professional insight and peer review assistance throughout the project, work alongside ESP staff during the design phases of the project, prepare design documents, and take part in the construction inspection tasks of the project so they will be better suited for similar work in the future.

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:

PIC- David Key; Sr. Eng - Andrew Martin; Proj. Mgr - Chad Heiliger;

QA/QC - Katie Betz

Protégé:

Proj. Mgr - Doug Clary, Proj. Eng - Ted Bottomley, QA/QC Mgr - Jim Huffman
Designer - Larry Watts

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?
WSP	ESP	ESP

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:

ESP is in responsible charge of providing the City with design documents, supporting models and reports and other technical and administrative services while mentoring Hybrid.

b. Description of Protégé responsibilities on project:

Hybrid is responsible for completing specific design tasks related to structural design of specific storm drainage structures and construction observation and administration during construction.

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

ESP and Hybrid will prepare and deliver professional design services and perform administration/observation services throughout construction. Our goal is to deliver a successful project within the agreed schedule & budget.

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

Design and permitting is anticipated to cover approximately 36 months, with Hybrid providing support through the process with structural design. Permitting and bidding will follow, with ESP carrying this portion of the project. Hybrid will provide on-site observations and construction admin during approximately 30 months of construction, with supervision and support by ESP.

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

A. Project Kickoff Meetings at the start of each Phase of work to define specific roles, work tasks, timelines, budgets, and expected deliverables;

B. Monthly Team Progress Meetings/Conference Calls to discuss project status and issues;

C. QA/QC review of work performed by both Mentor and Protege throughout project, particularly at milestone submittals.

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

Hybrid will submit detailed monthly invoicing to ESP in accordance with the applicable contractual agreements and at identified schedule for inclusion within ESP Associates monthly invoice to the City. Hybrid will be paid by ESP in accordance with the City's applicable Prompt Payment Requirements and the agreement between ESP and Hybrid.



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 ESP Associates, Inc. (Mentor Firm) this 9th day of April 2024.
Corporate SEAL

By: [Signature]
Title: DIRECTOR - WATER RESOURCES
Firm Name: ESP ASSOCIATES

ATTEST: [Signature]
By: [Signature]
Title: Civil Engineering Department Manager

EXECUTED by HYBRID ENGR., INC. (Protégé Firm) this 11th day of APRIL 2024.
Corporate SEAL

By: [Signature]
Title: PRESIDENT
Firm Name: HYBRID ENGINEERING, INC.

ATTEST: [Signature]
By: Ted Battenley
Title: Design Engineer

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 24th day of April 2024.

By: LaTonya B Germany

Title: Program Compliance Specialist



MEETING DATE: May 21, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-024 - Granting an encroachment to Silver Hills Development, Inc., for the use of the right of way areas of the 1200 block of Huger Street and the 400 block of Washington Street for the installation and maintenance of sidewalks, on-street parking spaces, landscaping and irrigation adjacent to 418 Washington Street, Richland County TMS# 08912-13-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on May 7, 2024.

ATTACHMENTS:

- **#a:** 2024-024 - Silver Hills template (PDF)
- **#b:** 2024-024 - Silver Hills Encroachment Case Packet (PDF)

HISTORY:

05/07/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-024

Granting an encroachment to Silver Hills Development, Inc., for the use of the right of way areas of the 1200 block of Huger Street and the 400 block of Washington Street for the installation and maintenance of sidewalks, on-street parking spaces, landscaping and irrigation adjacent to 418 Washington Street, Richland County TMS# 08912-13-02

WHEREAS, Silver Hills Development, Inc., (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 1200 block of Huger Street and the 400 block of Washington Street for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width six hundred sixty (660') feet in length, eight (8) on-street parking spaces measuring approximately eight (8') feet in width twenty four (24') feet in length, landscaping and irrigation adjacent to 418 Washington Street, as shown on the attached drawings; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2024, that Grantee is hereby granted the right to use the right of way areas of the 1200 block of Huger Street and the 400 block of Washington Street adjacent to 418 Washington Street, Richland County TMS# 08912-13-02, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width six hundred sixty (660') feet in length, eight (8) on-street parking spaces measuring approximately eight (8') feet in width twenty four (24') feet in length, landscaping and irrigation, as shown on the attached drawings.

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

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

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

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

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

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Any on street parking spaces within the public right-of-way are subject to be metered or passport parking.
9. Tree grates shall be maintained by development and be modified/enlarged as trees grow.

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

Requested by:

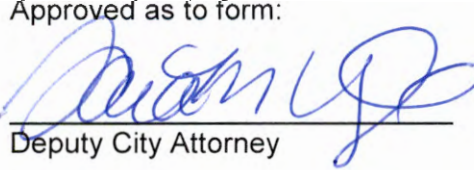
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2024-024**



**1200 BLOCK OF HUGER STREET AND 400 BLOCK OF WASHINGTON STREET
ADJACENT TO 418 WASHINGTON STREET
SIDEWALKS, ON-STREET PARKING SPACES, LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 418 Washington Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, on-street parking spaces, landscaping and irrigation.
Applicant:	Silver Hills Development, Inc.
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width six hundred sixty (660') feet in length, eight (8) on-street parking spaces measuring approximately eight (8') feet in width twenty four (24') feet in length, landscaping and irrigation adjacent to 418 Washington Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Any on street parking spaces within the public right-of-way are subject to be metered or passport parking. 9. Tree grates shall be maintained by development and be modified/enlarged as trees grow.
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City of Columbia



This map was prepared using
the City GIS Viewer

City of Columbia - GIS Division

3/14/2024 3:44 PM

 Tax Parcel

Street & Ownership

CFCC,Ownership

-  Interstate
-  Highway
-  City Maintained
-  State Maintained

 Private

 Others

 Columbia City Limits

Bailey Bill

Type

-  Bailey Bill Property
-  National Register of Historic Places

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CITY OF COLUMBIA GIS DATA DISCLAIMER:

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Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Seth Mendelson	
Company (if applicable) Silver Hills Development, Inc.	
Address (street, city, state, zip) 72 Wychwood Drive Moreland Hills, Ohio 44022	
Phone 312-502-8222	Email sm@silverhillsre.com

2. Property Information

Address 418 Washington Street Columbia, SC 29201	
Tax Map Reference Number(s) R08912-13-12	
Current use Vacant	Proposed use Multifamily Apartments

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

The 2.5-Acre site is proposed with a 247 unit Apartment Complex (5-story with 6-story parking deck), amenities in the center courtyard of the complex and lower level of the apartments for the residences. The site will have on-street parking along Washington Street and Main Entrance of Washington with front entrance access for residence on Huger Street with private fenced yards on the at-street level units and balconies for all upper level units on south, west, Huger Street, and Washington Street sides. The street side of Washington and Huger Street will have widened sidewalks with street trees and pedestrian lighting along the property of the streets and landscaping around the property and within the courtyard areas. The encroachment is a request for the on-street parking, landscaping/irrigation, and driveway encroachment for the site improvements.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

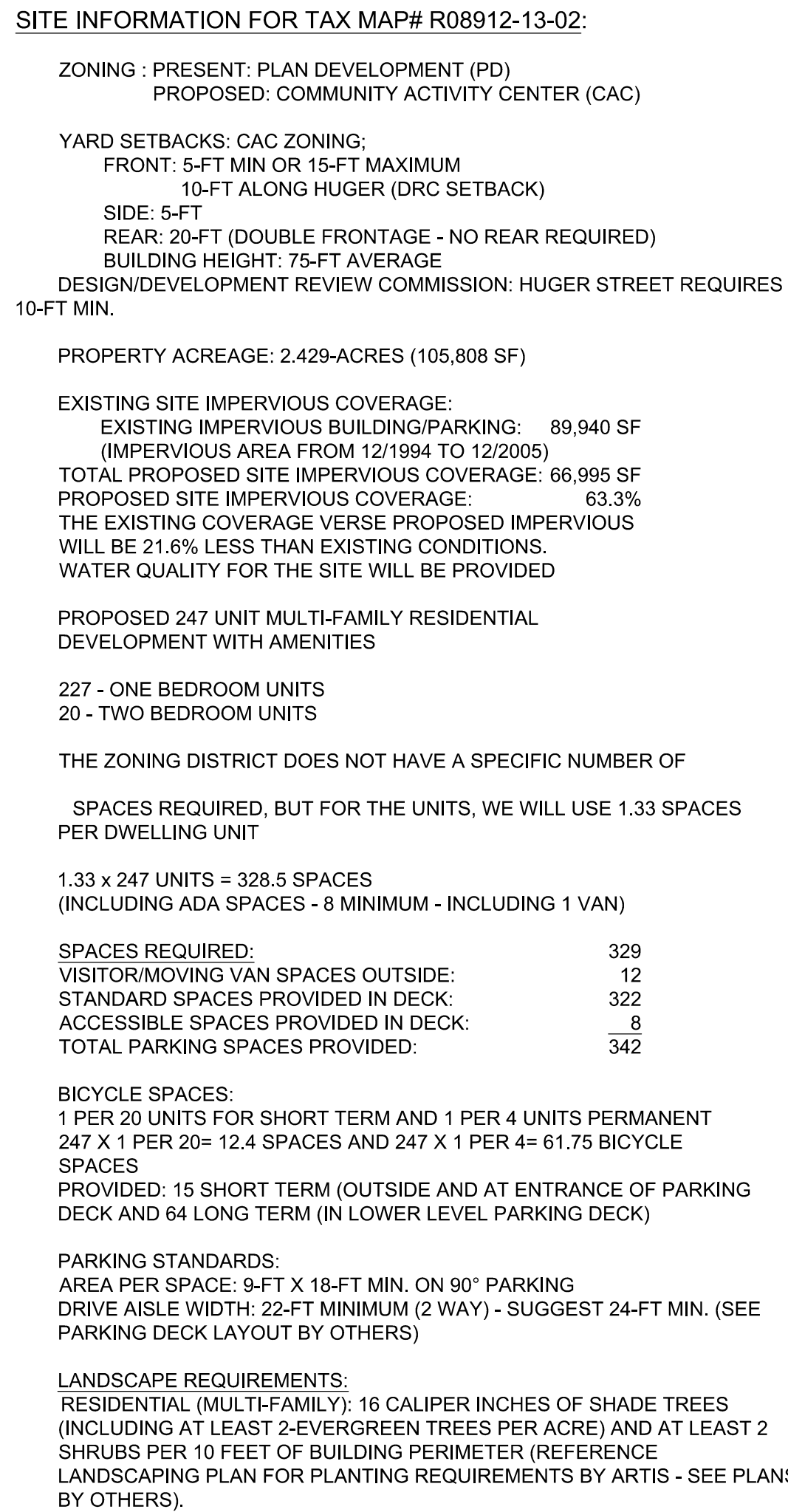
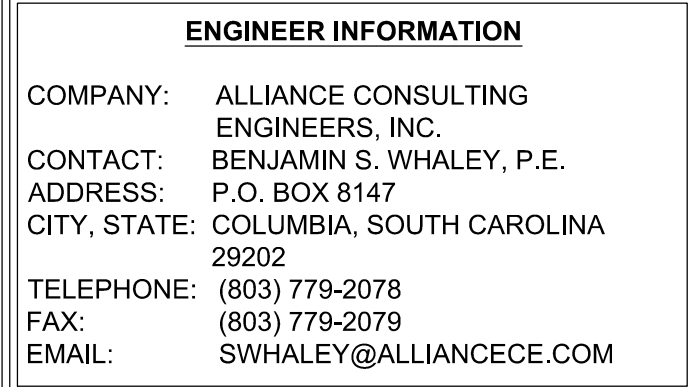
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
Seth Mendelson	2/16/2024

Packet Pg. 226

February 07, 2024 - 3:07:22 PM S:\Projects\22216-0040 Multi-Family Complex SW Quad Huger St & Williams St City of Columbia Civil\Construction drawings\02.0 - Site Plan.dwg

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— PL —

EXISTING PROPERTY LINE

— — — — —

EXISTING RIGHT-OF-WAY

EXISTING PAVEMENT AREA

— — — — —

LIMITS OF DISTURBANCE

PROPOSED CURB AND GUTTER LINE

— — — — —

CENTER LINE STRIPING

— — — — —

LANE STRIPING

DIRECTIONAL ARROWS OR WORDS

PROPOSED SIGNAGE

PROPOSED LANDSCAPING

PROPOSED HEAVY DUTY PAVEMENT

PROPOSED LIGHT DUTY PAVEMENT

PROPOSED HEAVY DUTY CONCRETE

PROPOSED LIGHT DUTY CONCRETE

PROPOSED EDGE OF BUILDING

REFERENCES:
1. REFERENCE IS MADE TO ALTA BOUNDARY AND TOPOGRAPHIC SURVEY OF THE PROPOSED TRACT & UNDERGROUND UTILITIES BY CAROLINA SURVEYING SERVICES DATED NOVEMBER 21, 2022.

OWNER INFORMATION

OWNER: KLINE HUGER, LLC
ADDRESS: 360 ALEXANDER CIRCLE
CITY, STATE: COLUMBIA, SC 29206

DEVELOPER INFORMATION

DEVELOPER: SILVER HILLS LAND, LLC
CONTACT: MR. RYAN SOLOW, PRESIDENT OF DEVELOPMENT
ADDRESS: 401 N. MICHIGAN AVENUE, SUITE 1200
CITY, STATE: CHICAGO, IL 60611
TELEPHONE: (858) 232-9225
EMAIL: RS.SILVERHILLS@GMAIL.COM

ENGINEER INFORMATION

COMPANY: ALLIANCE CONSULTING ENGINEERS, INC.
CONTACT: BENJAMIN S. WHALEY, P.E.
ADDRESS: P.O. BOX 8147
CITY, STATE: COLUMBIA, SOUTH CAROLINA 29202
TELEPHONE: (803) 779-2078
FAX: (803) 779-2079
EMAIL: SWHALEY@ALLIANCECE.COM

REVISION DATE

APPROVALS

ENGINEER BSW
DESIGNER JAM
TECHNICIAN JAH
CHECKED BY BSW
APPROVED BSW

Professional Engineer
Alliance Consulting Engineers, Inc.
No. 002854

Professional Engineer
Benjamin S. Whaley
No. 26589

DATE: 2/19/24

SIGNATURE:

ALLIANCE CONSULTING ENGINEERS

Alliance Consulting Engineers, Inc.
Post Office Box 8147 Columbia, South Carolina 29202-8147
Phone (803) 779-2078 • Fax (803) 779-2079

TYPICAL PUBLIC ZONE SECTIONS

SHEET

DATE: AUGUST 2023

SCALE: NTS

PROJECT

± 2.5-ACRE SITE
MULTI-FAMILY COMPLEX AT
HUGER AND WILLIAMS STREET
CITY OF COLUMBIA
RICHLAND COUNTY,
SOUTH CAROLINA

RICHLAND COUNTY SOUTH CAROLINA

FILE NAME:
C2.0.dwg

REFERENCE FILE:
22216-0040
BASE.dwg

PROJECT NO.
22216-0040

SHEET
C2.0A

DWG NO. 01.1605-D28

Packet Pg. 227

WIDTHS AND DEPTHS VARY
(SEE PLAN FOR LOCATION OF
CROSSING TO AVOID CONFLICTS)

INNER OFFSITE OF BUILDING EDGE

TYPICAL OUTSIDE OF BUILDING EDGE

UPPER LEVEL BALCONIES

5.0-FT BUILDING SETBACK

10.0-FT DRC SETBACK

FIRST FLOOR PATIO

1-FT SIDEWALK EASEMENT IS BEING ADDED (SEE SITE PLAN)

PLANTING AREA FOR PRIVATE YARDS

4.0-FT

5.0-FT

4.8-FT

0.5-FT

9.0-FT ACCESS SIDEWALK

4.0-FT CLEAR ADA OPEN ACCESS SIDEWALK

2% CROSS SLOPE

EXISTING HUGER STREET

PEDESTRIAN LIGHTING 40-FT O.C. (MATCH TYPICAL CITY OF COLUMBIA LIGHTING TYPE BY OWNER)

STREET TREE AT 40-FT O.C. (TYPE BY LANDSCAPE ARCHITECT)

PUBLIC ZONE 8.5-FT

5-FT X 5-FT TREE WELL WITH GRATE WITH ROOT PROTECTION BEYOND (SEE LANDSCAPE PLAN DETAILS)

NEW STANDARD CURB

3.0-FT

7-FT DEPTH PER SUPPLIER

7-FT DEPTH PER SUPPLIER

0.5-FT

0.5-FT

1.3-FT

1.5-FT

3.5-FT

0.9-FT

0.3-FT

RELOCATED CABLE AND OVERHEAD POWER IN CONDUITS

PROPOSED CONDUIT FOR POWER TO STREET LIGHTING

PROPOSED FIBER DUCT BANK

VARIES 3-FT TO 4-FT

ADS AREA DRAINS

TYPICAL SECTION A-A AT HUGER STREET NOT TO SCALE

WIDTHS AND DEPTHS VARY
(SEE PLAN FOR LOCATION OF
CROSSING TO AVOID CONFLICTS)

INNER OFFSITE OF BUILDING EDGE

TYPICAL OUTSIDE OF BUILDING EDGE

5.0-FT BUILDING SETBACK

RIGHT-OF-WAY

5.1-FT

4.1-FT

1.8-FT

10.8-FT

0.7-FT

3.4-FT

HEIGHT VARIES SEE PLAN

PROPOSED PRIVATE YARD PLANTINGS IN RAISED BEDS

20.3-FT PUBLIC ZONE

9.5-FT

9.0-FT ACCESS SIDEWALK

4.0-FT CLEAR ADA OPEN ACCESS SIDEWALK

2% CROSS SLOPE

CROSS SLOPE VARIES (MAX 3.5%)

5-FT X 5-FT TREE WELL WITH GRATE WITH ROOT PROTECTION BEYOND (SEE LANDSCAPE PLAN DETAILS)

NEW STANDARD CURB 8.9-FT

PROPOSED ON-STREET PARKING

EXISTING WASHINGTON STREET

NEW STANDARD CURB 3.2-FT

EXISTING GAS MAIN 1.4-FT

PROPOSED 8-INCH WATER TO PROPOSED FIRE HYDRANT 0.4-FT

EXISTING 18-INCH STORM DRAINAGE 6.7-FT

2.5-FT

1.1-FT

10.9-FT

0.5-FT

1.1-FT

4.0-FT

DUAL MAIN POWER TO TRANSFORMERS AT REAR ENTRANCE IN CONDUITS(S)

PROPOSED 4-INCH DOMESTIC MAIN

3.9-FT

TYPICAL SECTION B-B AT WASHINGTON STREET NOT TO SCALE



MEETING DATE: May 21, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-033 - Amending Ordinance 2024-006 granting an encroachment to State Capitol Hotel, LLC, for use of the right of way areas of the 1200 block of Main Street and the 1200 block of Gervais Street for the installation and maintenance of a ramp and stairs and the replacement of current railings adjacent to 1200 Main Street, TMS# 09013-07-08

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on May 7, 2024.

ATTACHMENTS:

- **#a:** 2024-033 - moxy hotel amendments ordinance (PDF)
- **#b:** 2024-033 - moxy hotel amendments full case packet(PDF)

HISTORY:

05/07/24

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO. 2024-033

Amending Ordinance 2024-006 granting an encroachment to State Capitol Hotel, LLC, for use of the right of way areas of the 1200 block of Main Street and the 1200 block of Gervais Street for the installation and maintenance of a ramp and stairs and the replacement of current railings adjacent to 1200 Main Street, TMS# 09013-07-08

WHEREAS, by Ordinance No.: 2024-006 enacted on February 20, 2024, the Mayor and City Council granted State Capitol Hotel, LLC, (hereinafter "Grantee") the right to use the right of way areas of the 1200 block of Main Street and the 1200 block of Gervais Street, Richland County TMS # 09013-07-08, for the installation and maintenance of a ramp and stairs and the replacement of current railings adjacent to 1200 Main Street, as shown on the attached drawings; and,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this __ day of _____, 2024 that Grantee is hereby granted the right to amend Ordinance No. 2024-006 to include the installation and maintenance of a sidewalk measuring approximately eleven (11') feet in width one hundred (100') feet in length, as shown on the attached drawings.

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

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

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

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

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

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

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

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Prior to installation of sidewalk, coordinate with City Traffic Engineering to have underground traffic signal and street lighting circuits located and marked.

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

Requested by:

Assistant City Manager Gentry

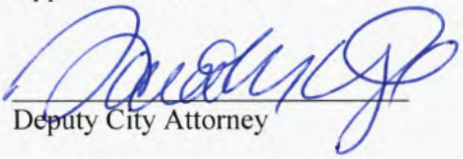
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2024-033**



**1200 BLOCK OF MAIN STREET AND 1200 BLOCK OF GERVAIS STREET
ADJACENT TO 1200 MAIN STREET
SIDEWALK**

Subject Property:	Right-of-way adjacent to 1200 Main Street
Council District:	2
Proposal:	The applicant is requesting to amend Ordinance No. 2024-006 for the installation and maintenance of a sidewalk.
Applicant:	State Capitol Hotel, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting to amend Ordinance No. 2024-006 to allow for the installation and maintenance of a sidewalk measuring approximately eleven (11') feet in width one hundred (100') feet in length adjacent to 1200 Main Street, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Prior to installation of sidewalk, coordinate with City Traffic Engineering to have underground traffic signal and street lighting circuits located and marked.
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City of Columbia

This map was prepared using
the City GIS Viewer

City of Columbia - GIS Division

4/16/2024 12:43 PM

 Building Footprint

 Tax Parcel

Address Point

 Active

 Vacant

Street & Ownership

 Interstate

 Highway

 Highway

 Highway

 Highway

 Highway

 Highway

 City Maintained

 City Maintained

 City Maintained

 City Maintained

 City Maintained

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CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Permanent Encroachment Application and Checklist

1. Applicant Information

Name Rick Patel	
Company (if applicable) State Capitol Hotel, LLC	
Address (street, city, state, zip) 1200 Main Street, Columbia, SC 29201	
Phone (803) 261-6969	Email vruck@sheratoncolumbiahotel.com

2. Property Information

Address 1200 Main Street	
Tax Map Reference Number(s) 09013-07-08	
Current use under construction	Proposed use hotel

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☐ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

We are requesting this for sidewalk improvements for safety & ADA. The current sidewalk is not safe or compliant with ADA standards.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment Application and Checklist

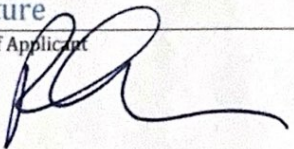
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

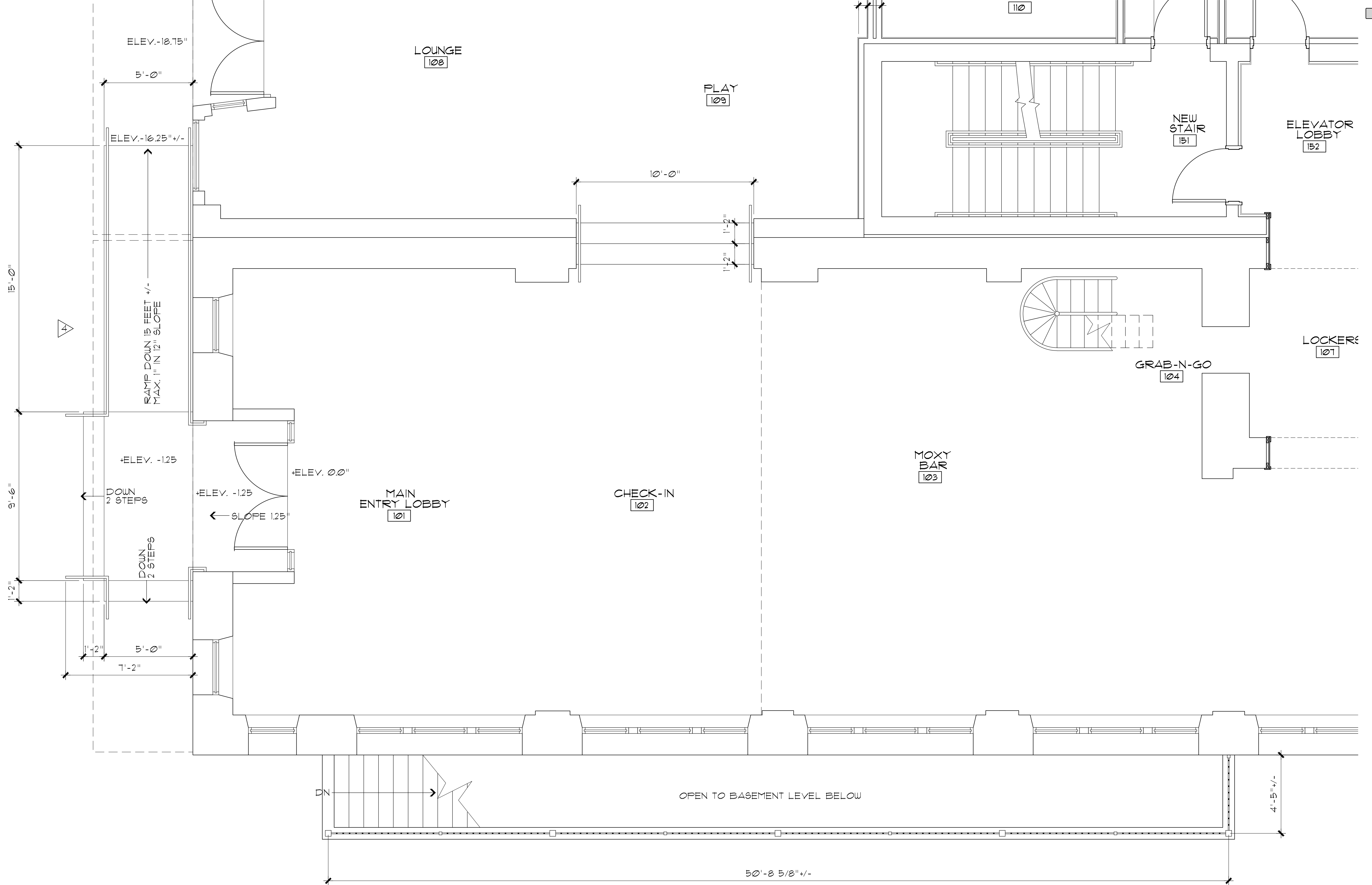
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant 	
Print Name Rich Patel	Date 3/20/24



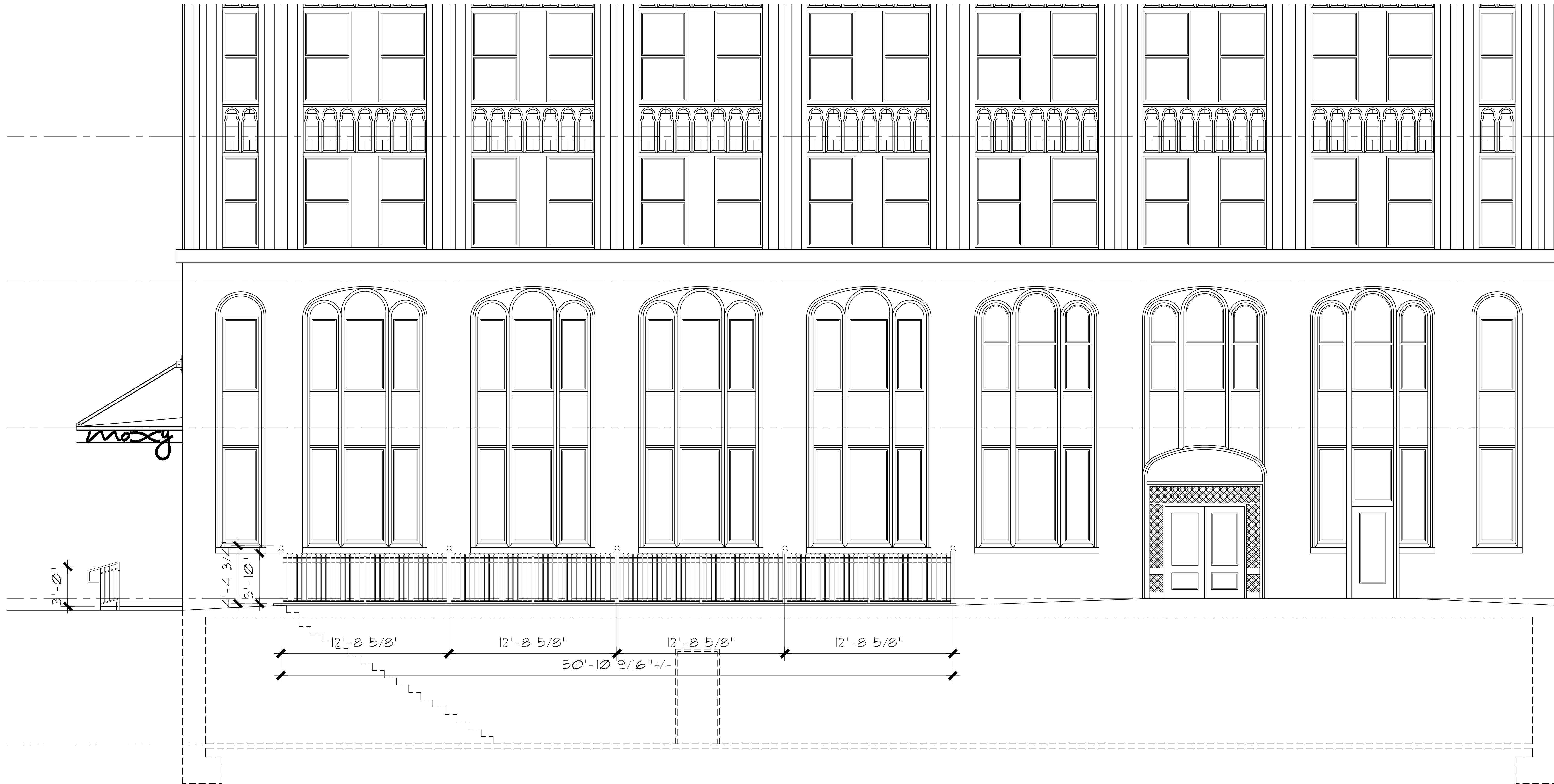
1 RENOVATED FIRST FLOOR DIMENSIONED PLAN
A1.1D SCALE : 1/4" = 1' - 0"



1
A2.1

PROPOSED MAIN STREET ELEVATION

SCALE : 1/8" = 1' - 0"



2
A2.1

PROPOSED GERVAIS STREET ELEVATION

SCALE : 1/8" - 1' - 0"



MEETING DATE: May 21, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-029 - Authorizing the City Manager to execute a License Agreement between the City of Columbia and T-Mobile Northeast, LLC for use of the Columbia Water Horrell Hill Elevated Water Storage Tank Site

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-029 - T Mobile License Agreement - Horrel Hill Water Tank (PDF)
- **#b:** 2024-029 - APPROVED - 23019579 - DraftLicenseRenewalC001010TritonPCSLowerRichland (PDF)

RESOLUTION NO.: R-2024-029

*Authorizing the City Manager to execute a License Agreement between the
City of Columbia and T-Mobile Northeast LLC for the use of the
Columbia Water Horrell Hill Elevated Water Storage Tank Site*

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2024, that the City Manager is authorized to execute the attached License Agreement, or on a form approved by the City Attorney, between the City of Columbia and T-Mobile Northeast LLC for the use of the Columbia Water Horrell Hill Elevated Storage Tank Site, for the terms and conditions therein contained.

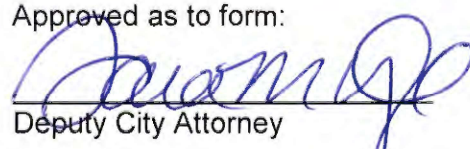
Requested by:

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

FIRST AMENDMENT TO CITY OF COLUMBIA RICHLAND COUNTY SOUTH CAROLINA LICENSE TO TRITON PCS PROPERTY COMPANY L.L.C.

This First Amendment to City of Columbia Richland County South Carolina License to Triton PCS Property Company L.L.C. (the “**First Amendment**”) is effective as of the last signature below (the “**Effective Date**”), by and between City of Columbia (“**City**”), and T-Mobile Northeast LLC, a Delaware limited liability company (“**Licensee**”) (each a “**Party**”, or collectively, the “**Parties**”).

City and Licensee (or their predecessors-in-interest) entered into that certain City of Columbia Richland County South Carolina License to Triton PCS Property Company L.L.C. dated June 26, 2001, (the “**License**”) regarding the licensed premises located at Horrell Hill, Richland County (the “**Property**”).

For good and valuable consideration, City and Licensee agree as follows:

WHEREAS, Owner and Alltel hereby desire to amend the Agreement in order to extend the term and to otherwise modify the Agreement as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. Effective upon the expiration of the current term, the Agreement shall automatically be extended for four (4) additional five (5) year terms unless Licensee terminates the Agreement at the end of the then current term by giving the City written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
3. Commencing June 20, 2024, the annual rental shall be \$33,166.00. On each June 20th thereafter during the additional terms granted hereinabove, the annual rental shall increase by three percent (3%) over the annual rental paid during the immediately preceding lease year.
4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.
5. The Agreement and this Amendment contain all agreements, promises or understandings between the City and Licensee and no verbal or oral agreements, promises or

understandings shall be binding upon either the City or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

6. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. City or Licensee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Licensee:

T-Mobile USA, Inc.

12920 SE 38th Street

Bellevue, WA 98006

Attn: Lease Compliance/ 8CO0287C

If to City:

City Manager

P.O. Box 147

Columbia, South Carolina 29217

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

City:

City of Columbia

By: _____

Print Name: _____

Title: _____

Date: _____

Licensee:

T-Mobile Northeast LLC, a Delaware limited liability company

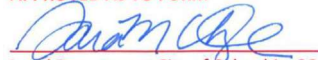
By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

12/27/2023

Horrell Hill/Lower Richland Tank – City of Columbia Site C001010



MEETING DATE: May 21, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-027 - Annexing
Circleview Road, Richland County TMS #09203-
01-24

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** Memo_Annexation_CityProperty (PDF)
- **#b:** R-2024-027- Annex Circleview Road parcels (PDF)



MEMORANDUM

To: City Council
 From: Andrew Livengood, Annexation Coordinator
 CC: Erika Hammond, City Clerk & Krista Hampton, Director Planning and Development Services
 Date: May 10, 2024
 RE: Requirements for Annexation of City-owned properties

Summary: State Law §5-3-100 requires City Council approve both a resolution and an ordinance to annex City-owned properties.

Annexations must follow requirements as laid out in State Law, specifically Title 5, Chapter 3 of the South Carolina Code of Laws. In addition to the most common types of annexations, there are specific requirements for special types of properties, including State-owned properties, cemeteries, and Municipal-owned properties.

Section 5-3-100 of the SC Code of Laws states:

SECTION 5-3-100. Alternate method when entire area owned by annexing municipality or county.

If the territory proposed to be annexed belongs entirely to the municipality seeking its annexation and is adjacent thereto, the territory may be annexed by resolution of the governing body of the municipality. When the territory proposed to be annexed to the municipality belongs entirely to the county in which the municipality is located and is adjacent thereto, it may be annexed by resolution of the governing body of the municipality and the governing body of the county. Upon the adoption of the resolutions required by this section and the passage of an ordinance to that effect by the municipality, the annexation is complete.

HISTORY: 1962 Code Section 47-18.1; 1955 (49) 270; 2000 Act No. 250, Section 3.

Thus, the annexation of City-owned property requires **both** an annexation ordinance and a resolution of City Council.

The 2022 edition of MASC's *Annexation Handbook* adds these notes: "Presumably the resolution would represent the municipality's consent to annexation as property owner, while the ordinance would represent the municipality's acceptance and completion of the annexation as a sovereign government."

As a final note, the requirement for the resolution may mean that a petition is not required – however, we continue to include it, both to err on the side of caution, and because it demonstrates the City Manager's review of the request.

RESOLUTION R-2024-027

Annexing Circleview Road, Richland County TMS #09203-01-24

WHEREAS, the City of Columbia is the owner in fee simple of a parcel of land known as Circleview Road, Richland County TMS #09203-01-24; and,

WHEREAS, the best interests of the City of Columbia would be served by the annexation of the said Circleview Road, Richland County TMS #09203-01-24; NOW, THEREFORE,

BE IT RESOLVED this _____ day of _____, 2024, by the Mayor and City Council of the City of Columbia that Circleview Road, Richland County TMS #09203-01-24, be annexed into and made a part of the City of Columbia by ordinance as provided by S.C. Code Ann. §5-3-100, 1976, as amended.

Requested by:

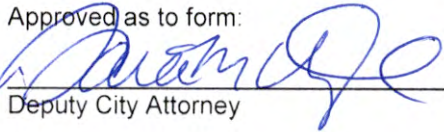
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: May 21, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road; TMS# 09203-01-01 and 09203-01-24, and 07415-02-02**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-027 - Annexing into the City of Columbia, South Carolina, 103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road; TMS# 09203-01-01 and 09203-01-24, and 07415-02-02 and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classifications of Urban Core Residential Small Lot (UCR-1) and Transitional/Sensitive Lands (T/S), and assign zoning of Residential Single Family Small Lot District (RSF-3); portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned AG and R4 by Richland County.

Applicant: Contender Property Holdings, LLC; Jacob Epstein; BGNI Investments, LLC; and DMH Equities, LLC; City of Columbia

Staff Recommendation: Approval

PC Recommendation: 11/9/2023; Approval (7-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0023_Circleview_ZPH_Packet (PDF)
- **#b:** 2024-037 - Annex and Incorporate BS and WS Circleview Road (PDF)



CITY COUNCIL

May 21, 2024 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**103.07 acres B/S Circlevue Road and 21.90 acres W/S Circlevue Road;
TMS# 09203-01-01 and 09203-01-24, and 07415-02-02**

Council District:	1
Proposal:	Request to annex the property, assign land use classifications of Urban Core Residential Small Lot (UCR-1) and Transitional/Sensitive Lands (T/S), and assign zoning of Residential Single Family Small Lot District (RSF-3); portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW), for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned AG and R4 by Richland County.
Applicant:	Contender Property Holdings, LLC; Jacob Epstein; BGNI Investments, LLC; DMH Equities, LLC; and City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	11/9/2023; Approval (7-0)
ZPH, 1 ST Reading:	5/21/2024; Pending
2 nd Reading:	6/4/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 124.97 acres

Current Use: Undeveloped

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Secondary Area

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Urban Core Residential Small Lot (UCR-1) and Transitional/Sensitive Lands (T/S)

Current County Zoning: Agricultural (AG) and Residential 4 (R4)

Proposed City Zoning: Residential Single Family Small Lot District (RSF-3); portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW)

Census Tract: 3

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed single-family residential subdivision would be **approximately \$60,000 per year**, based on calls to similar nearby residential areas within the City limits.

Fire

The proposed annexation will not result in significant additional costs or impact services 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 Solid Waste Division provides service nearby, and has service capacity on the Tuesday route. **The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.**

Engineering

Because water and sewer lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation.

Water Customer Care

The property is currently vacant and any new homes would represent new customers, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within a Secondary Area as designated within the Urban Service Area plan. The current plans for the property are to develop a single-family residential subdivision of approximately 250 homes. At build-out, the estimate real estate tax revenue generated for the City would be **approximately \$290,000 per year** based on anticipated taxable value of this development.

Also, it should be noted that since the time of the initiation of this annexation, Circlevue Road, a 4.83-acre portion of TMS# 09203-01-01, has been deeded to the City and is now identified as TMS# 09203-01-24. It is our understanding that the road will become public right-of-way upon completion of improvements.

* Estimated City Tax Revenue is based on **2023 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 than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Secondary Area” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Area

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally

accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classifications for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map are Urban Core Residential Small Lot (UCR-1) and Transitional/Sensitive Lands (T/S) as shown in the enclosed map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Walkable 29203 Pedestrian Master Plan* (2017). A portion of the subject property located south of Circlevue Road is also located within the study area of the *Broad River Neighborhoods Master Plan* (2006), adopted by Richland County.

The [Walkable 29203 Pedestrian Master Plan](#) (2017) encompasses the whole of the 29203 zip code and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property, as the property falls outside of the Crane Creek and North Main Areas, which were studied in a more detailed fashion for infrastructure improvements.

A portion of the subject property is located within the study area of the [Broad Neighborhoods Master Plan](#) (2010). The master plan suggested a greenway connection to Smith Branch from Riverview Terrace (Exhibit 4A) but made no other recommendations specific to the subject property, which is shown as wooded in plan drawings.

PROPOSED ZONING DISTRICT SUMMARY

The property is currently zoned Agricultural (AG) and Residential 4 (R4) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Residential Single-Family – Medium Lot District (RSF-2) to the east and Transitional/Conservation District (T/C) within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW) to the west and southwest. Adjacent parcels in unincorporated Richland County are currently zoned Heavy Industrial (HI) and Agricultural (AG) to the north, Residential 4 (R4) and Homestead (HM) to the east, and Residential 3 (R3) and HM to the south.

Prior to the implementation of Richland County’s new Land Development Code and Zoning Maps on March 1, 2024, the subject property was zoned Rural (RU) and Residential Single Family High Density (RS-HD).

The proposed City of Columbia zoning district is Residential Single Family Small Lot District (RSF-3); portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of future land use classifications of Urban Core Residential Small Lot (UCR-1) and Transitional/Sensitive Lands (T/S) and zoning of Residential Single Family Small Lot District (RSF-3); portions within the Floodplain Overlay District (OV-FP) and the Floodway Overlay District (OV-FW) at the time of annexation.



Future Land Use

124.97 acres Circleview Road; TMS# 09203-01-01, 09203-01-24, and 07415-02-02

21.a

Current Richland Co. Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-1) and Transitional/Sensitive Lands (T/S)

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

0 200 400 Feet

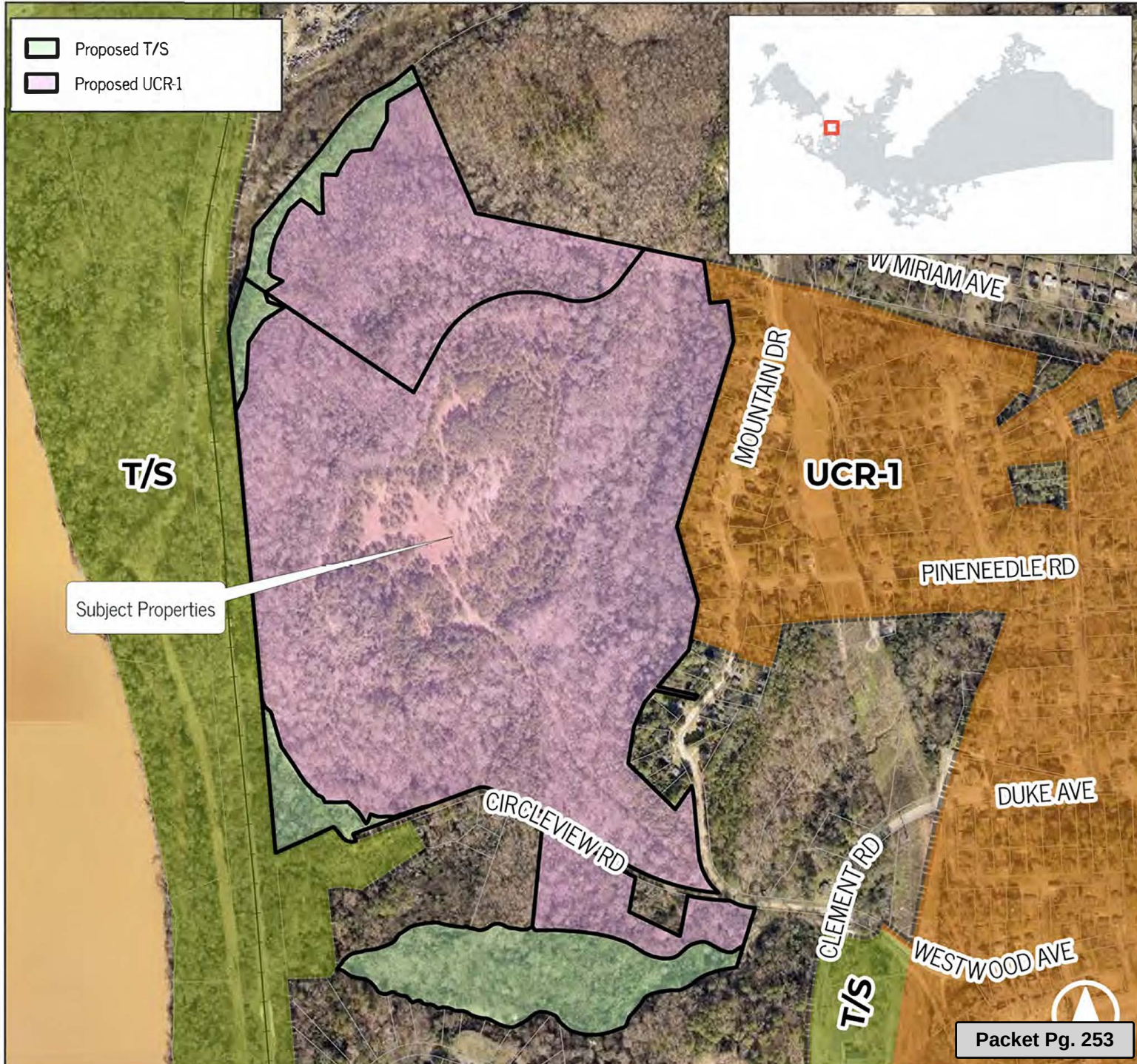
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Planning & Development Services Department

Created by: sw Hudson Date: 10/12/2023



This map is the product of compilation, or was produced by others. It is for information only, and the City of Columbia makes no representations as to its accuracy or use without field verification is at the sole risk of the user. Data source: City of Columbia



Zoning

103.07 acres B/S Circleview Road and 21.90 acres W/S Circleview Road;
TMS# 09203-01-01, 09203-01-24, and 07415-02-02

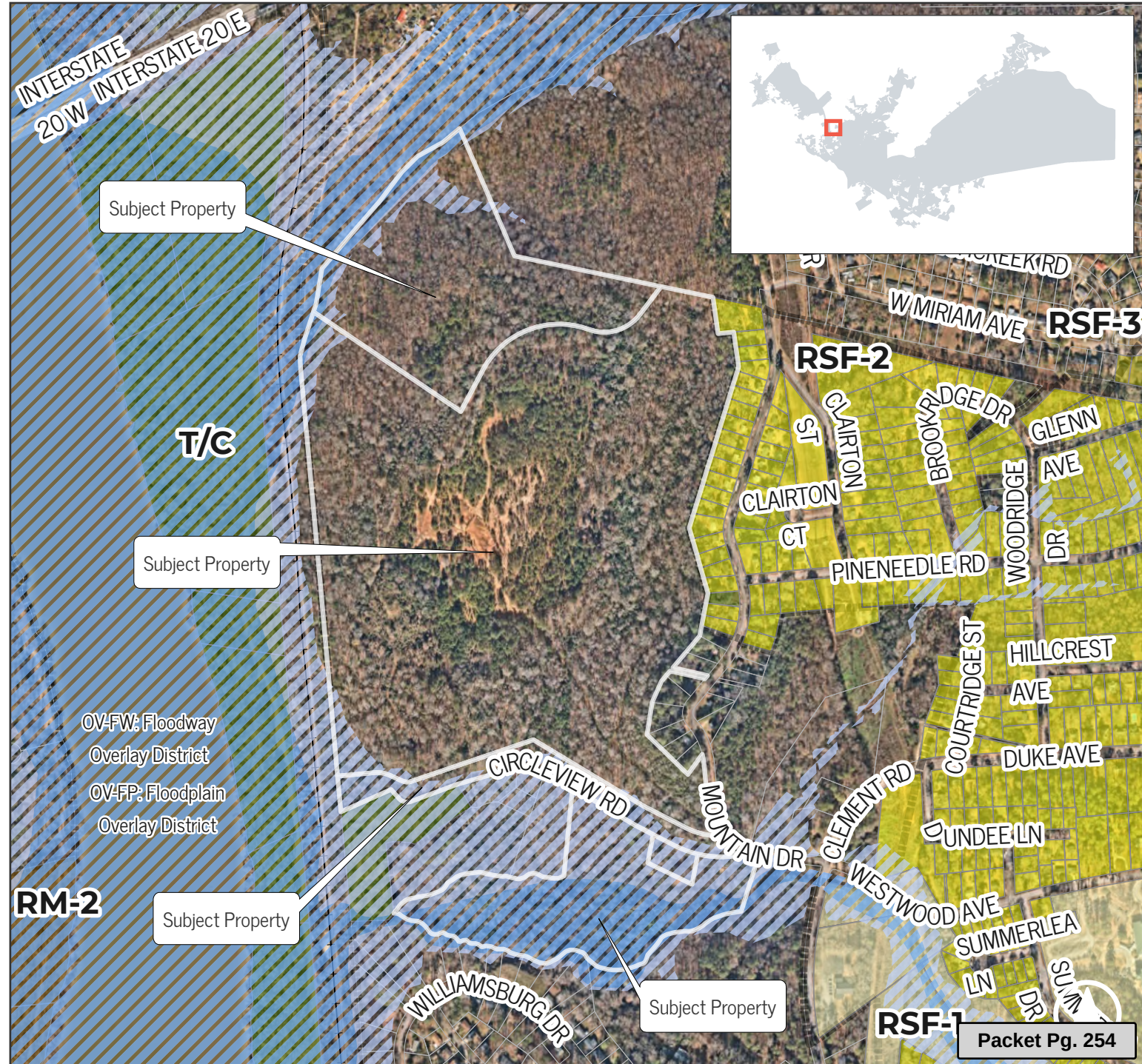
21.a

Current Richland Co. Zoning: Agricultural (AG) and Residential 4 (R4)

Proposed City Zoning: Residential Single Family Small Lot District (RSF-3), portions within (OV-FP) and (OV-FW)

Legend

- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RSF-1: Residential Single Family - Large Lot District
- RM-2: Residential Mixed
- T/C: Transitional/Conservation District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

0 200 400

Planning & Development
Services Department

Created by: atlivengood Date: 5/14/2024



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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

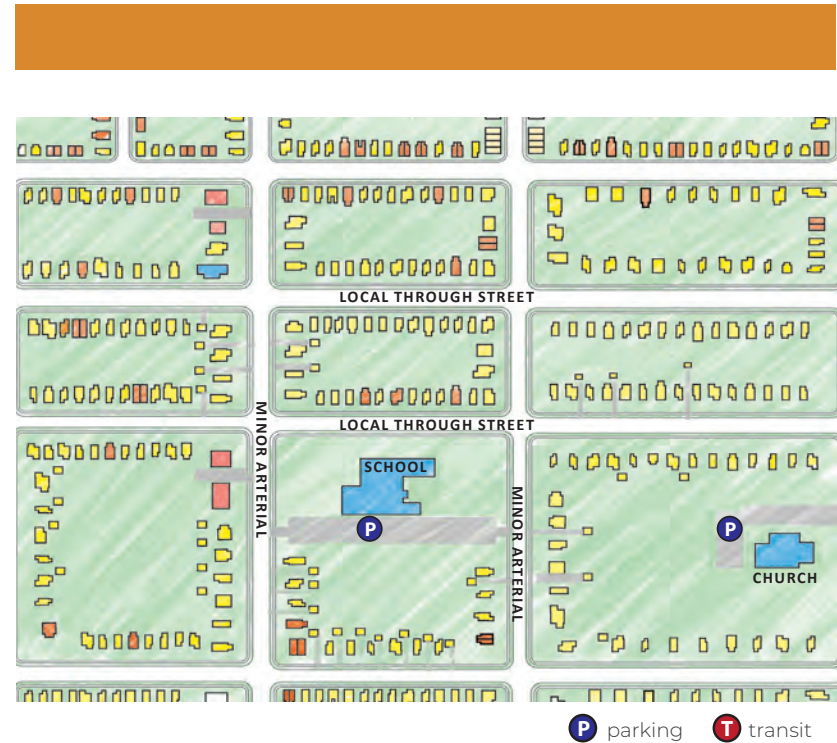
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE 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.

Development Types

TRANSITIONAL/SENSITIVE LANDS (T/S)

Transitional and Sensitive Lands occur throughout the City of Columbia. These areas may or may not be developed in the future, and may or may not contain environmentally or culturally sensitive areas such as prime farmlands, floodplains, cultural sites, or conserved open spaces. As Columbia grows in population and resource needs shift, these lands may provide or continue to provide essential ecosystem services or agricultural opportunities, or may one day be developed at urban or suburban intensities. These areas may not be appropriate for higher density greenfield development, and may provide recreational and educational opportunities. For those areas which fall in the outer edges of the City, future development should consider the protection and conservation of natural and/or cultural resources. Long range master planning or area planning prior to suburban or urban development is strongly encouraged.

T/S BUILDING TYPES/LAND USES

PRIMARY TYPES

- State or Federal Parks/Forests
- Nature Preserves
- Conserved Lands
- Environmentally, Ecologically, or Culturally Sensitive Lands
- Agriculture

SECONDARY TYPES

- Animal Enclosures
- Single-family Detached
- Linear Parks & Greenways
- Community Parks
- Regional Parks

TERTIARY TYPES

- Civic/Institutional Small
- Cemeteries & Mausoleums
- Water/Wastewater Treatment
- Pocket Parks/Greens
- Neighborhood Parks



Proposed Zoning District



RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	15
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Arboretum or botanical garden ²
Cottage Neighborhood Development	Cemetery ²
	Park or greenway ¹
Dwelling, single-family detached	Utility facility, major ²
Community recreation center	Utility facility, minor
Cultural facility ²	Community garden ¹
Day care facility ²	Crop production and processing ²
Library	
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(e) OV-FP: Floodplain Overlay District**

(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.

(d) OV-FW: Floodway Overlay District

(1) Purpose

The purpose of the Floodway Overlay (OV-FW) District is to protect people and property from risks associated with flooding in floodway areas, minimize disruption of commerce and critical services, and minimize the need for costly repairs due to flooding. District standards limit vulnerable uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-FW District, in addition to the base zoning district standards. In instances where there is a conflict between the standards in the OV-FW district and any other standards in this Ordinance, including the standards in the base district, the standards in the OV-FW District shall control.

(3) Comply with Floodway Regulations

Development in the OV-FW District shall comply, as determined by the City Engineer, with regulations established for floodways in Article III, Chapter 21 of the Code of Ordinances and with applicable Federal Emergency Management Agency regulations.

ORDINANCE NO.: 2024-037

Annexing B/S Circleview Road and W/S Circleview Road, Richland County TMS #09203-01-01, TMS #09203-01-24 and TMS #07415-02-02 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Code Ann. § 5-3-100 and § 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as B/S Circleview Road and W/S Circleview Road and TMS# 09203-01-24, TMS# 09203-01-24 and TMS# 07415-02-02 containing 124.97 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 3, and assigned a future land use classification of Urban Core Residential Small Lot (UCR-1) and Transitional/Sensitive Lands (T/S) and zoning of Residential Single Family Small Lot

District (RSF-3); portions within the Floodplain Overlay District (OV-FW).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 09203-01-01, 09203-01-24 and 07415-02-02

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

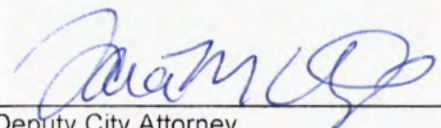
Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-037
EXHIBIT "A"
PROPERTY DESCRIPTION

ALL that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being partially within the northwestern limits of the City of Columbia, County of Richland, State of South Carolina on the east bank of the Broad River at the confluence of Crane Creek containing a total of 138.44 acres, more or less, as shown and delineated on a plat prepared for Gene Rountree, prepared by Civil Engineering of Columbia, Inc. by Charles D. Meeler, R.L.S. # 12246, dated December 6, 2004, last revised April 20, 2005 and recorded May 19, 2005 in the Office of the Register of Deeds for Richland County in Record Book 1055, at page 1796. A reference to said survey is craved for a more complete and accurate description of the premises. Less and excepting 35.37 acres, more or less, designated as W/S Circleview Road, TMS # 07415-02-03 (formerly a portion of TMS#09203-01-01), annexed into the City of Columbia on December 20, 1989 by Ordinance No. 89-95 and on December 30, 1969 by Ordinance No. 69-25. Less and excepting all that certain piece, parcel or lot of land, situate, near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as CIRCLEVIEW ROAD containing 4.83 Acres adjacent to Richland County TMS# R09203-01-01 and variable (81.6' to 173.1 ') feet in width for 2019.6 lineal feet, as shown on plat of Circleview Road Widening, CIP Project #SS7560 (Crane Creek Storage Tank Project), dated December 5, 2022, prepared for the City of Columbia by Edisto Engineers & Surveyors, Inc., J. J. Jowers, Jr., S.C. RLS#23142, being on file in the office of the Department of Engineering, City of Columbia, South Carolina under CF#250-606 and recorded in the office of the Register of Deeds for Richland County in Record Book 2893 at Page 467.

ALSO:

All that certain piece, parcel or lot of land, situate, near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as CIRCLEVIEW ROAD containing 4.83 Acres adjacent to Richland County TMS# R09203-01-01 and variable (81.6' to 173.1 ') feet in width for 2019.6 lineal feet, as shown on plat of Circleview Road Widening, CIP Project #SS7560 (Crane Creek Storage Tank Project), dated December 5, 2022, prepared for the City of Columbia by Edisto Engineers & Surveyors, Inc., J. J. Jowers, Jr., S.C. RLS#23142, being on file in the office of the Department of Engineering, City of Columbia, South Carolina under CF#250-606 and recorded in the office of the Register of Deeds for Richland County in Record Book 2893 at Page 467.

ALSO:

ALL that certain piece, parcel or tract of land, together with any improvements located thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 21.90 acres, more or less, as shown and delineated on that certain Boundary Survey of T.M.S. 07415-02-02 prepared for Gene Rountree, by Civil Engineering of Columbia, Inc. by Charles D. Meeler, R.L.S. #12246 dated November 27, 2006, last revised December 18, 2006, and recorded December 19, 2006, in the Office of the Register of Deeds for Richland County, South Carolina, in Book 1263 at Page 3808. A reference to said survey is craved for a more complete and accurate description of the premises.

LEGAL DEPARTMENT DRAFT



MEETING DATE: May 21, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT
for 4012 Farrow Road, TMS# 11606-05-27

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-036 - Annexing 4012 Farrow Road, TMS# 11606-05-27 into the City of Columbia, South Carolina, Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 2

Request to annex the property, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Neighborhood Activity Center/Corridor District (NAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.

Applicant: Capitol City Lodge #47, Prince Hall, Free and Accepted Mason

Staff Recommendation: Approval

PC Recommendation: 4/11/2024; Approval (7-0)

ATTACHMENTS:

- **#a:** ANNEX-2024-0007_Farrow4012_ZPH_Packet (PDF)



CITY COUNCIL

May 21, 2024 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

4012 Farrow Road TMS# 11606-05-27

Council District:	2
Proposal:	Request to annex the property, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of Neighborhood Activity Center/Corridor District (NAC) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned General Commercial (GC) by Richland County.
Applicant:	Capitol City Lodge #47, Prince Hall, Free and Accepted Mason
Staff Recommendation:	Approval
PC Recommendation:	4/11/2024; Approval (7-0)
ZPH, 1 ST Reading:	5/21/2024; Pending
2 nd Reading:	6/4/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.32 acres

Current Use: Institutional

Proposed Use: Institutional

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 Neighborhood Activity Center (UCAC-1)

Current County Zoning: General Commercial (GC)

Proposed City Zoning: Neighborhood Activity Center/Corridor District (NAC)

Census Tract: 109

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this membership organization would be **approximately \$1,200 per year**, based on calls to similar uses 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 Solid Waste Division has no concerns. Depending on the volume of trash, commercial rollcart service may be available for a fee.

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 this property will pay water and sewer rates approximately **40% lower** than out-of-city customers and will pay a stormwater fee.

Planning & Development Services

We recommend approval of the annexation of this property, which is within an area designated as a Donut Hole – Primary within the Urban Service Area plan. The property is the site of a membership organization, Capitol City Lodge #47, Prince Hall, Free and Accepted Mason. Because the property is tax exempt, there is no anticipated real estate tax revenue.

* Estimated City Tax Revenue is based on **2023 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 than this number, as some millage items do not apply to in-City properties and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Primary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Hole – Primary

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Core Neighborhood Activity Center (UCAC-1). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas of two plans adopted by the City of Columbia: [The Master Plan for the Villages of North Columbia](#) (2005) and the [Walkable 29203: Pedestrian Master Plan](#) (2017).

The subject property is located within the study area of [The Master Plan for the Villages of North Columbia](#) (2005), more specifically within Cluster Three (Section 2, Page 49) and the proposed Gateway Village (Section 3, Page 85) set forth by the plan. The Gateway Village plan recommends a future land use for the subject property of Commercial (One Story Retail Services) (Section 3, Page 115).

The plan's recommendations for the southern half of the Farrow Road Corridor (Section 3, Page 122) note that: "improved signage, streetscape, and landscaping are essential elements in enhancing the image of the area" and recommended the redevelopment of substandard commercial buildings near the intersection of Farrow and Columbia College Drive. The subject property is not identified as the location for a catalyst project by the plan.

The [Walkable 29203 Pedestrian Master Plan](#) (2017) was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. The plan recommended sidewalk infill and traffic calming along Columbia College Drive as it intersects with Farrow Road near the subject property. Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (pg. 117).

PROPOSED ZONING DISTRICT SUMMARY

The property is currently zoned General Commercial (GC) by Richland County. Adjacent parcels within the City of Columbia are currently zoned Neighborhood Activity Center/Corridor District (NAC) to the west and south, and Residential Mixed District (RM-1) to the east. Adjacent parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the north and west.

The proposed City of Columbia zoning district is Neighborhood Activity Center/Corridor District (NAC).

Refer to attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and zoning of Neighborhood Activity Center/Corridor District (NAC) at the time of annexation.



Subject Property



Future Land Use

4012 Farrow Road, TMS# 11606-05-27

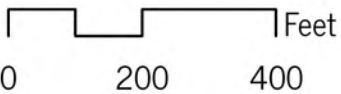
Current Richland Co. Future Land Use: Mixed Residential (High Density)

Proposed City Future Land Use: Urban Core Neighborhood Activity Center (UCAC-1)

22.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

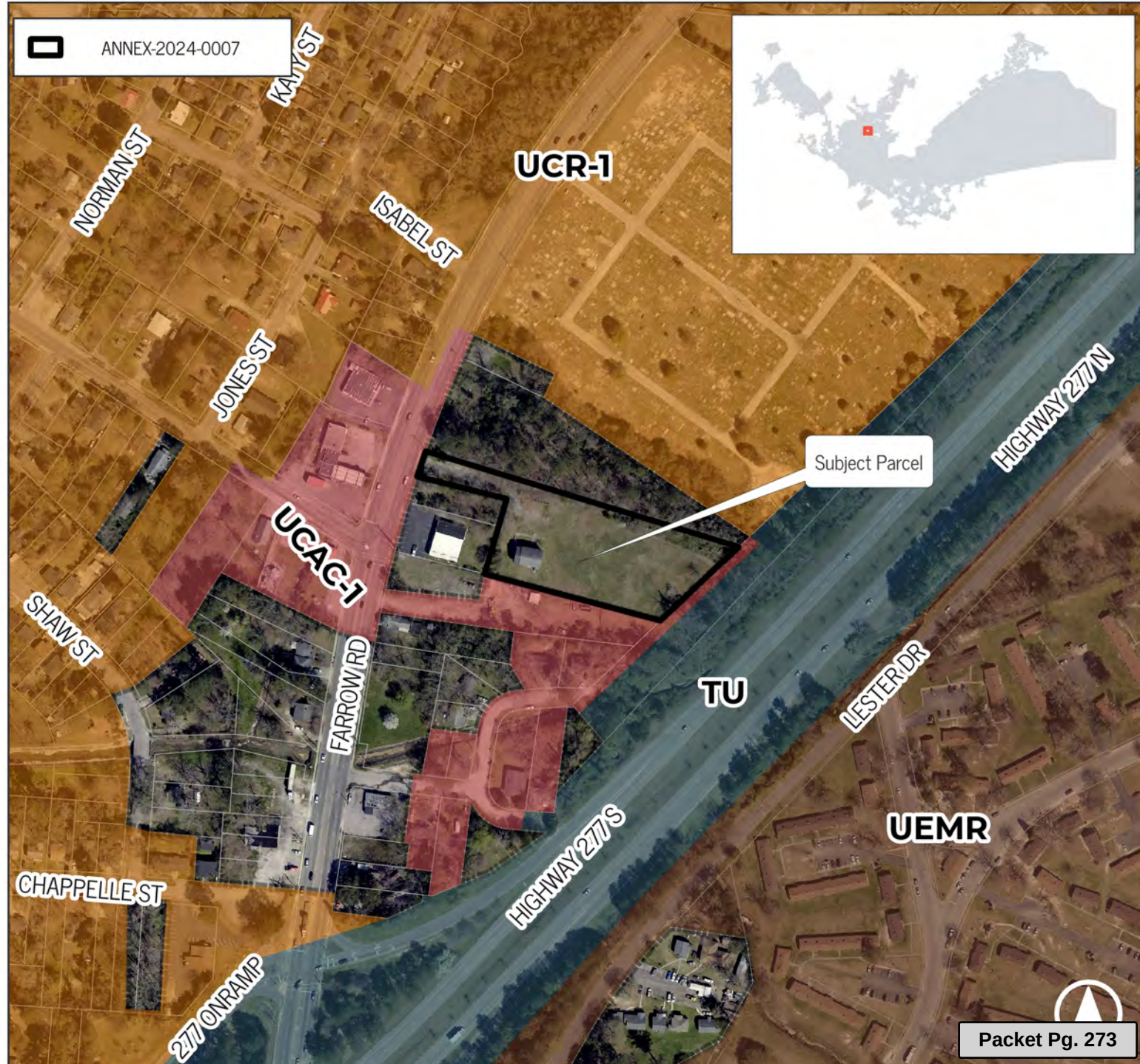


Planning & Development Services Department

Created by: sw Hudson Date: 2/29/2024



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Packet Pg. 273

Zoning

4012 Farrow Road, TMS# 11606-05-27

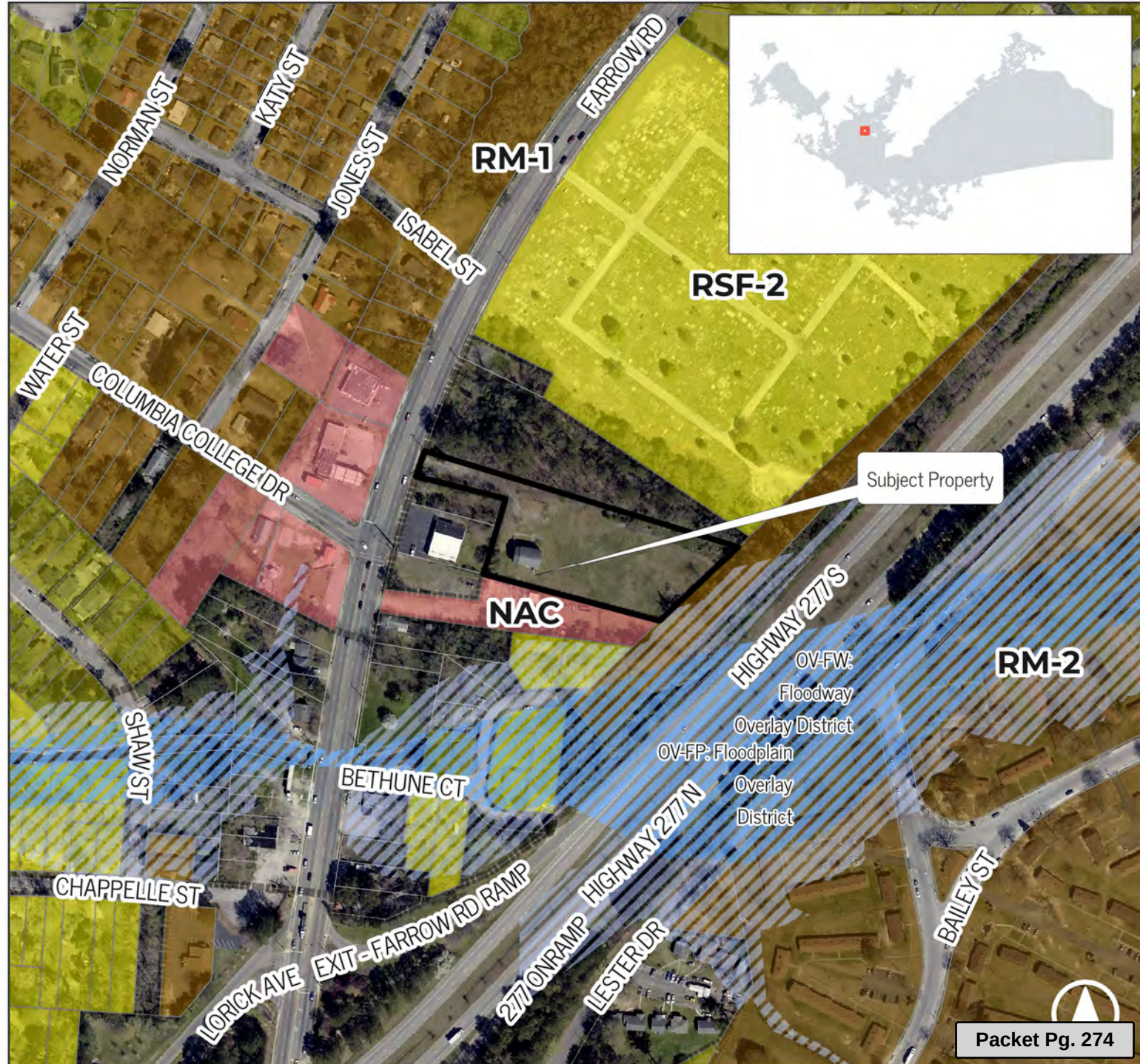
Current Richland Co. Zoning: General Commercial (GC)

Proposed City Zoning: Neighborhood Center/Corridor (NAC)

22.a

Legend

- NAC: Neighborhood Center/Corridor
- RSF-3: Residential Single Family - Small Lot District
- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

**Planning & Development
Services Department**

Created by: swudson Date: 2/29/2024



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Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed Future Land Use Classification

Development Types

URBAN CORE NEIGHBORHOOD ACTIVITY CENTER (UCAC-1)

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the grid of Columbia's neighborhoods. These centers occur along major roadways through neighborhoods and provide services and retail to a market within the immediate neighborhood, or within a quarter-mile to one-mile radius, but they may capture traffic moving through the neighborhood on the way to other destinations. These centers typically occupy only parts of a city block and consist of just a few storefronts, two to three story mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.



UCAC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small
- Business/Employment Small (excl. Flex)

SECONDARY TYPES

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES

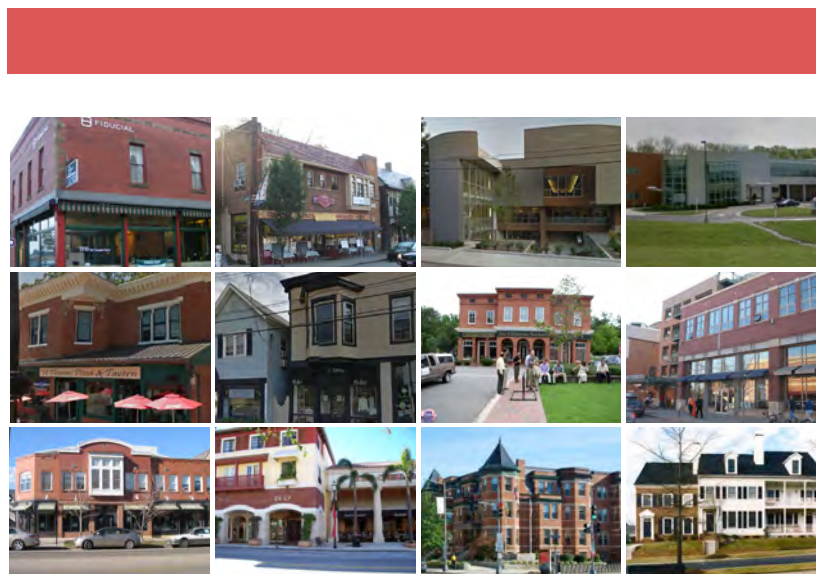
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns. Sidewalks may be wider in activity centers than along the rest of the corridor. On-street parking, even along a road without on-street parking along the whole route, is appropriate.
- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be 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 buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small



parking areas behind the building; activity center parking may be shared in small lots.

- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

Proposed Zoning District



NAC: Neighborhood Activity Center/Corridor District

Purpose

The purpose of the Neighborhood Activity Center/Corridor (NAC) District is to provide lands that accommodate moderate-density, walkable, neighborhood-scale mixed-use development with neighborhood-serving commercial development within the City's urban neighborhoods. The district is intended to be applied to portions of a city block, consisting of storefronts with limited on-site parking.

Uses are intended to be neighborhood-serving and capture some through-traffic, though auto-oriented uses and design are discouraged. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, personal services uses, and community service uses. *No minimum parking.

Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
Lot Width, min. (ft.)	75	N/A
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
Front Yard Setback (ft.)	Min.	5 [1]
	Max.	15 [1]
Side Yard Setback, min. (ft.)	N/A	
Rear Yard Setback, min. (ft.)	15	
Building Height, max. (ft.)	50	

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for buildings on the same block face, if more than 50 percent of the lots on the block face have buildings.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED	Day care facility ¹	Laboratory, medical or dental
Dwelling, live-work ¹	Government office	Medical or dental clinic/office
Dwelling, mixed-use	Library	Nursing care facility
Dwelling, multifamily	Membership organization facility	Arboretum or botanical garden
Dwelling, single-family detached	Place of worship ¹	Cemetery
Dwelling, two-family	Public safety facility	Park or greenway ¹
Dwelling, townhouse	Social services facility	Park and ride
Residential care facility ²	Elementary, middle, or high school	Parking lot ¹
Community recreation center	School, business or trade	Parking structure ¹
Cultural facility	Hospital	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

NAC: NEIGHBORHOOD ACTIVITY CENTER/CORRIDOR

Passenger terminal, surface transportation ²	Grocery store or food market ¹
Railroad facility ²	Liquor store ²
Utility facility, major ²	Pawn shop ²
Utility facility, minor	Gasoline sales and service station ¹
Veterinary hospital or clinic ¹	Vehicle equipment supplies sales and rentals
Eating establishment only ¹	Community garden ¹
Eating and drinking establishment, Type 1 ¹	Crop production and processing
Eating and drinking establishment, Type 2 ²	Manufacturing, assembly, or fabrication, light
Funeral home or mortuary	
Business/Professional office	
Bank, retail	
Beauty salon or barbershop	
Body piercing or tattoo establishment ¹	
Dry cleaning pick-up ¹	
Laundry, coin-operated	
Nail salon	
Repair of personal goods	
Banquet hall	
Performing arts center	
Recreation facility, indoor, not elsewhere listed ¹	
Recreation facility, outdoor, not elsewhere listed ²	
Building supplies and equipment store ^{1, 2}	
Consumer goods store ^{1, 2}	
Convenience store ²	
Farmers' market ^{1, 2}	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MEETING DATE: May 21, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to Amend modification of height in the OV-ID (Innovista Design Overlay)**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-038 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Ordinance), Article 3: Zoning Districts, Sec. 17-3.7, Overlay Districts, (g) OV-ID: Innovista Design Overlay District

Proposal: Amendment to the Unified Development Ordinance, Chapter 17, Article 3: Innovista Design Overlay District (OV-ID) to remove the modification of permitted height in the OV-ID for buildings within 300 feet of an OV- HP (Historic Preservation) District.

Applicant: Mayor Daniel J. Rickenmann

Staff Recommendation: Council Member Sponsored

PC Recommendation: 4/11/24; Approval (7-0)

ATTACHMENTS:

- **#a:** TA-2024-0002_ID Height ZPH packet (PDF)



CITY COUNCIL

May 21, 2024 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29201

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

Amend modification of height in the OV-ID (Innovista Design Overlay)

Proposal: Amendment to the Unified Development Ordinance, Chapter 17, Article 3: Innovista Design Overlay District (OV-ID) to remove the modification of permitted height in the OV-ID for buildings within 300 feet of an OV- HP (Historic Preservation) District.

Applicant: Mayor Daniel J. Rickenmann

Staff Recommendation: Council Member Sponsored

PC Recommendation: 4/11/24; Approval (7-0)

DETAILS

The base zoning district predominant within the Innovista Design Overlay District (OV-ID) is MC (Mixed Commercial), which does not have a maximum height requirement. The purpose of the MC district states, “flexibility from conventional use and bulk requirements is provided to promote urban-density and mixed uses within a pedestrian oriented streetscape.” The OV-ID overlay regulates the design of structures through design guidelines whose purpose is to “support the transition of the Innovista area to a walkable, mixed use destination. The District standards and guidelines promote transition from vacant and low-intensity industrial and commercial uses to pedestrian-oriented mixed uses with unified form.”

The overlay includes a provision that modifies the applicable regulation of building height within 300 feet of a historic overlay (OV-HP) or a residential zoning district. Instead of what the base district would permit, it imposes a 75-foot maximum height. This proposal would remove the limitation for buildings within 300 feet of a historic overlay district (OV-HP). The restriction for buildings within 300 feet of a residential district would remain.

This amendment affects only properties within the OV-ID district that are 300 feet away from a historic district. Note that properties within the West Gervais Historic District, which is adjacent to the OV-ID and the only one impacted, include an overlay (OV-HSV H80/30), which restricts building height to 80 feet.

Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts

g) OV-ID: Innovista Design Overlay District

(1) Purpose

The purpose of the Innovista Design Overlay (OV-ID) District is to support the transition of the Innovista area to a walkable, mixed-use destination. District standards and guidelines promote transition from vacant and low-intensity industrial and commercial uses to pedestrian-oriented mixed uses with unified form.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-ID District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-ID District shall control.

(3) Design Guidelines

Development in the OV-ID District shall comply with the Innovista Design District Guidelines, which are incorporated herein by reference.

(4) Modifications of Otherwise Applicable Development Standards

a. Building Height Building height shall not exceed 75 feet in height if located within 300 feet of a residential base zoning district ~~or the OV-HP District.~~

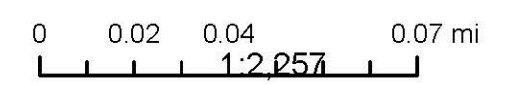
b. Ground Floor Uses For buildings located in a Ground Floor Activity Zones sub-district (see Innovista Design District Guidelines, “Ground Floor Activity Zones” map and “Ground Floor Activity Zones” in Sec. 17-9.4, Definitions), a minimum of 60 percent of the ground floor façade adjacent to any street shall be occupied by a commercial use or a public, civic, or institutional use.



April 2024



ID Overlay Amendment
Areas Impacted - Height Restriction Removed



1:2,257



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MEETING DATE: May 21, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-042 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Brittany Jackson for the sale of property located at 5208 Randall Avenue, Richland County TMS #11701-06-05

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2024-042 - Sale of 5208 Randall Avenue (PDF)
- **#b:** APPROVED - 24021255 - Contract of Sale for 5208 Randall Ave (PDF)

ORDINANCE NO.: R-2024-042

Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Brittany Jackson for the sale of property located at 5208 Randall Avenue, Richland County TMS #11701-06-05

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2024, that the City Manager is hereby authorized to execute the attached Purchase and Sale Agreement and any other documents necessary and approved by the City Attorney to consummate the conveyance of 5208 Randall Avenue, Richland County TMS #11701-06-05 from the City of Columbia to Brittany Jackson for the sum of One Hundred Seventy-Four Thousand and No/100 (\$174,000) Dollars.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



CONTRACT OF SALE

Date _____ A Contract for the sale and purchase of the hereinafter described property is entered into this _____ day of March, 2024 by and between **Brittany Jackson**, Purchaser(s) and **City of Columbia, South Carolina**, Seller.

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in **Richland** County, State of **South Carolina** and being described as follows: **TMS# 11701-06-05.**

The Property address: 5208 Randall Avenue, Columbia, SC 29203

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price The purchase price is **One Hundred and Seventy-Four Thousand and No/100 (\$174,000.00) Dollars** and shall be paid by the Purchaser as follows: **Five Hundred and No/100 (\$500.00) Dollars** (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owner's insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for the preparation of the deed; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed **Five Thousand and no/100 (\$5,000) Dollars.**

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of **Brittany Jackson.**

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "***As Is***". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will (x) will not () be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

- (a) At closing, The City will pay on behalf of the Buyer up to **Five Hundred and No/100 (\$5,000.00)** Dollars to be used exclusively to pay for Buyer's closing cost. This amount plus any equity realized in this transaction by the Buyer, based upon the appraised value of the property, will be recorded as a loan that is forgivable over a **Five (5) year period.**
- (b) **Twenty (20%)** percent per year of the original amount of **Five Thousand and 00/100 (\$5,000.00)** Dollars shall be forgivable and not required to be repaid on each

anniversary date of the loan, not to exceed **Five (5) years**, at which time this debt will be fully discharged and forgiven.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **TBD**, and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS
STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESS

PURCHASER

Date _____

WITNESS

SELLER

City of Columbia, SC

By: Teresa Wilson

Its: City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

05/03/2024



MEETING DATE: May 21, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-016 - Authorizing consumption of beer and wine only at Carolina's Caribbean Culture Festival in the 2000 block of Marion Street between Calhoun Street and Elmwood Avenue on Saturday, June 8, 2024 with a rain contingency date of Saturday, July 13, 2024

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-016 - Main Street Caribbean Festival (Jun 8) (PDF)
- **#b:** Resolution Request and Special Duty Request (PDF)

RESOLUTION NO.: R-2024-016

Authorizing consumption of beer and wine only at Carolina's Caribbean Culture Festival in the 2000 block of Marion Street between Calhoun Street and Elmwood Avenue on Saturday, June 8, 2024 with a rain contingency date of Saturday, July 13, 2024

WHEREAS, South Carolina Carnival ("Sponsor") is sponsoring Carolina's Caribbean Culture Festival in the 2000 block of Marion Street between Calhoun Street and Elmwood Avenue on June 8, 2024 with a rain date contingency of Saturday, July 13, 2024; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 2000 block of Marion Street between Calhoun Street and Elmwood Avenue from 9:00 a.m. until 9:00 p.m. for set up, clean up, staging, crowd control and overflow of the outdoor event to be held from noon until 8:00 p.m.; and for patrons to consume beer and wine beverages only during the hours of noon until 7:30 p.m. on Saturday, June 8, 2024 with a rain contingency date of Saturday, July 13, 2024; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at in the 2000 block of Marion Street between Calhoun Street and Elmwood Avenue, 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, June 8, 2024 from noon to 8:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the 2000 block of Marion Street between Calhoun Street and Elmwood Avenue, 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. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 9:00 a.m. until 9:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of noon and 7:30 p.m. on Saturday, June 8, 2024 with a rain contingency date of Saturday, July 13, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 2000 block of Marion Street between Calhoun Street and Elmwood Avenue, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, June 8, 2024 the 2000 block of Marion Street between Calhoun Street and Elmwood Avenue shall be closed on Saturday, July 13, 2024. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

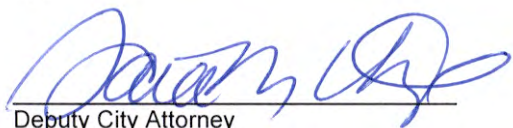
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

DATE OF REQUEST	12/5/2023	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE/FAX#)	CAROLINA'S CARIBBEAN CULTURE FESTIVAL SOUTH.CAROLINA.CARNIVAL@GMAIL.COM (803) 795-5270
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	CAROLINA'S CARIBBEAN CULTURE FESTIVAL		
DATE(S) OF EVENTS: (monthly can be on one request)	SATURDAY JUNE 8TH, 2024		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of this originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	JULY 13TH, 2024		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	2000 BLOCK OF MARION STREET BETWEEN CALHOUN AND ELMWOOD STREETS		
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)	2000 BLOCK OF MARION STREET		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	9AM TO 9PM		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	12 NOON TO 8PM		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	12 NOON TO 7:30PM		

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 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 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 departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining 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 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 end by 10:00 p.m. due to the proximity of events to residential properties.**

****POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or liquors within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main St 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 neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department 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 Argue; (803) 545-0287; jessica.argue@columbiasc.gov - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing
Last revised: 12/2019



CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM



I, LISA SMALL/CAROLINA'S CARIBBEAN CULTURE FESTIVAL, request the services of the City of Columbia Police
 (Individual/Business)

Department to perform law enforcement duties at 2000 BLOCK OF MARION BETWEEN ELMOOD AND CALHOUN
 (Location for Assignment)

for the time period of 9AM TO 9PM SATURDAY JUNE 8TH
 (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 Fifty (\$50.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

I understand that a cancellation notice must be given within Twenty-Four (24) hours of the event in order to be exempt from payment.

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 NUMBERS

SIGNATURE OF OFFICER'S SUPERVISOR

LISA SMALL
 PRINT NAME OF REQUESTOR

[Signature]
 SIGNATURE OF REQUESTOR

5/21/2004
 DATE

(803) 795-5210
 CONTACT NUMBER OF REQUESTOR

SouthCarolinaCarnival@aol.com
 EMAIL ADDRESS OF REQUESTOR

FORM 301:14 REV



MEETING DATE: May 21, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-025 - 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 26, 2024 with a rain contingency date of Sunday, October 27, 2024

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-025 Jam Room Music Festival (PDF)
- **#b:** Jam Room Music Festival JRMF Event-Request-Resolution-to-Allow-Beer-Wine-Liquor-on-City-Property (PDF)
- **#c:** Jam Room Music Festival Special-Duty-Request-Form (PDF)

RESOLUTION NO.: R-2024-025

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 26, 2024 with a rain contingency date of Sunday, October 27, 2024

WHEREAS, Jam Room Foundation ("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, from noon until 10:00 p.m. on Saturday, October 26, 2024, with a rain contingency date of Sunday, October 27, 2024; 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 26, 2024 until 2:00 a.m. on October 27, 2024 for preparation and staging of the area for an outdoor event to be held between noon and 10:00 p.m. on October 26, 2024 and for patrons to consume beer and wine beverages only on Saturday, October 26, 2024 from noon until 9:30 p.m., with a rain contingency date of Sunday, October 27, 2024; 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 26, 2024 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. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and *should encourage attendees to bring their own water*. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 2:00 a.m. on October 26, 2024 until 2:00 a.m. on October 27, 2024.

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 _____, 2024, 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 26, 2024, with a rain date contingency of Sunday, October 27, 2024; 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 consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, October 26, 2024, that the 1400 block of Main Street; and the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza shall be closed on Sunday, October 27, 2024. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

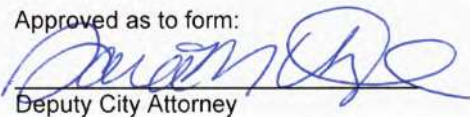
Assistant City Manager Shealy _____

Mayor _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

03-26-2024

ESTIMATED NUMBER
OF ATTENDEES
ANTICIPATED:

5,000

REQUESTOR'S NAME/
CONTACT INFORMATION (E-
MAIL/ PHONE#/FAX#)Jam Room Music Festival
David Stringer
201 S. Prospect St
Columbia, SC 29205
803-517-7219

26.b

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Outdoor music festival

DATE(S) OF EVENTS: (multiple day can be on one request) Saturday, October 26, 2024

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.)

Sunday, October 27

LOCATION OF

EVENT (i.e.,
Amphitheater area
of Finlay Park; 1300 and 1400
blocks of Main Street between Lady
Street and Hampton Street)1100 Block of Hampton Street, 1400
Block off Main Street, + Boyd Plaza

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)1100 Block of Hampton Street, 1400 Block off
Main Street, + Boyd PlazaHOURS 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

Hours for area to be closed 2am 10/26 to 2am 10/27

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

12 p.m.-10 p.m.

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES

(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.)*

Hours of alcohol service noon-9:30pm

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov. 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.

***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. 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 and/or liquor 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 street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of alcoholic beverages 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 Police Department Special Events and Public Safety.

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beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

26.b

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov

Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; jennifer.hendrix@columbiasc.gov - resolution preparation

Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@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 Special Operations - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Jam Room Music Festival, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 1100 Block of Hampton Street, 1400 Block off Main Street, + Boyd Plaza
(Location for Assignment)

for the time period of Hours for area to be closed 2am 10/26 to 2am 10/27 Hours of alcohol service noon-9:30pm
(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

SIGNATURE OF REQUESTOR

DATE

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER OF REQUESTOR

CONTACT NUMBER

SOCIAL SECURITY NO. OF REQUESTOR

SIGNATURE OF OFFICER'S SUPERVISOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



MEETING DATE: May 21, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-035 - Ratifying the Approval of Resolution No.: R-2024-032 - Authorizing the consumption of beer, wine and liquor within Coble Plaza, located at 211 Gervais Street, adjacent to Edventure Museum for Jim Clyburn's World Famous Fish Fry on Friday, May 17, 2024

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2024-035- Ratifying R-2024-032 Jim Clyburn's World Famous Fish Fry (PDF)

RESOLUTION NO.: R-2024-035

Ratifying and Authorizing the Adoption of Resolution No.: R-2024-032, Authorizing the consumption of beer, wine and liquor for the area known as Coble Plaza, located at 211 Gervais Street, adjacent to Edventure Museum for the Jim Clyburn's World Famous Fish Fry Friday, May 17, 2024

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2024, that the adoption of Resolution No.: R-2024-032 is authorized, ratified; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any other documents necessary, as approved by the City Attorney, and that City Council does hereby ratify any such documents executed, in order to authorize the consumption of beer, wine and liquor for the area known as Coble Plaza, located at 211 Gervais Street, adjacent to Edventure Museum for the Jim Clyburn's World Famous Fish Fry Friday, May 17, 2024.

Requested by:

Teresa Wilson, City Manager

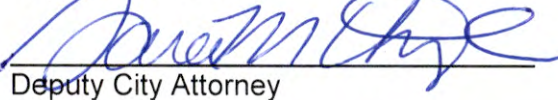
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: May 21, 2024

DEPARTMENT: Budget, Program Management, & Grants

FROM: *Missy Caughman,*

SUBJECT: Fiscal Year 2024/2025 Special Revenue
Allocations - Ms. Missy Caughman, Budget,
Program Management and Grants Director

**FUNDING SOURCE &
ORIGINAL BUDGET:**



MEETING DATE: May 21, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer review of the City's policy related to the collection of yard debris and trash (or garbage) for commercial and nonprofit businesses to the Health Social and Environmental Affairs Committee, as requested by The Honorable Tina N. Herbert.

**FUNDING SOURCE &
ORIGINAL BUDGET:**



MEETING DATE: May 21, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
Deborah Mungo v. City of Columbia



MEETING DATE: May 21, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
City Manager and City Attorney Evaluations
Municipal Court