COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JULY 17, 2018

The Columbia City Council will meet for an Executive Session at 5:00 p.m. and conduct a Council Meeting at 6:00 p.m. on Tuesday, July 17, 2018 at Council Chambers at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201.

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

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.

EXECUTIVE SESSION - 5:00 P.M.

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

   Health Care
   Columbia Canal

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

2. Council is asked to approve the May 15, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 3 THROUGH 32

3. Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to the Kyle Michel

Law Firm, LLC in an amount not to exceed $72,000.00. This firm is located in Columbia, SC.

Funding Source:1011103-638300. The original budgeted amount is $72,000.00.

4. Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to the CapitalEdge Strategies, Inc. in the amount of $78,750.00 plus reimbursable expenses up to $5,000 for a total amount not to exceed $83,750.00. This firm is located in Washington, DC.

   Funding Source:1011103-638300. The original budgeted amount is $83,750.00.

5. Council is asked to approve a Memorandum of Understanding for Indigent Defense in Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of $100,000.00.

   Funding Source: 1018404 638522. The original budgeted amount is $100,000.00.

6. Council is asked to approve a Municipal Pole Use Agreement between the City of Columbia and ExteNet Systems, Inc. for the location, placement, attachment, installation, operation, control, and maintenance of equipment in or on municipal facilities for the purposes of operating the network and providing services.

7. Council is asked to approve a Contract Renewal for SmartNet Software Services, as requested by the Information Technology Services Department. Award to NWN Corporation, using SC State Contract in the amount of $68,506.21. This firm is located in Charlotte, NC.

   Funding Source: 1011120-638200 Information Technology - Maintenance and Service Contracts. The original budgeted amount is $90,000.00.

8. Council is asked to approve a Contract Renewal for Oracle Support Services for Fiscal Year 2018/2019, as requested by the Information Technology Services Department. Award to Mythics, Inc., using the SC State Contract in the amount of $161,848.58. This firm is located in Virginia Beach, VA.

   Funding Source: 1011120- 638200 InformationTechnology - Maintenance and Service Contract. The original budgeted amount is $162,000.00.

9. Council is asked to approve the Renewal of Workers' Compensation Excess Loss Insurance Coverage, as requested by the Risk Management Division. Award to NY Marine & General Insurance Company in the amount of $152,348.00. This vendor is located in New York, NY.

   Funding Source:Workers' Comp. Administration - Insurance and Bonding 6098939-636200

   The policy renews July 1, 2018 and runs until June 30, 2019. Workers' Compensation Excess Loss coverage is statutorily required of all self-insured Workers Compensation carriers. The premium cost is $152,348 for $1,250,000 in retention. This means that the City is responsible for the first $1,250,000 in any single claim. Once a claim reaches $1,250,000, the insurance policy takes over and any further costs are borne by the insurer. NY Marine & General Insurance Company is the incumbent carrier. I recommend purchasing coverage through NY Marine for the amount quoted at the $1,250,000 retention level.

10. Council is asked to approve the Renewal of Insurance Policies for Commercial Property, Computer, Crime, Auto-Parks & Recreation Buses, and Auto-City Manager and Assistant City Managers' vehicles, as requested by the Risk Management Division. Award to Willis of North Carolina in the amount of $311,724.00.

    Funding Source:Premiums and Policies; 6058935

11. Council is asked to approve the second installment of the three-year Microsoft Enterprise Software Services Agreement for August 1, 2018 through July 31, 2019, as requested by the Information Technology Services Department. Award to SHI International, using the SC State Contract in the amount of $634,742.39. This firm is located in Piscataway, VA.

    Funding Source: Information Technology-Maintenance and Service Contracts;1011120-638200. The original budgeted amount is $637,000.00.

12. Council is asked to approve the Purchase of Fixed Turning Targets, as requested by the Police Department. Award to Action Target, Inc., using the General Services Administration Contract in the amount of $136,317.60. This firm is located in Provo, UT.

    Funding Source: General Capital Projects-Police Gun Range-Machinery and Equipment;4039999-CP009200-658300. The original budgeted amount is $186,220.00.

13. Council is asked to approve a Satellite Sewer System Agreement for the Friarsgate Subdivision area, as requested by Columbia Water. Award to Carolina Water Service, Inc. The SSSA allows for CWS to continue to operate and maintain their sewer system

and discharge to the City's system for treatment thus allowing them to eliminate their discharge to the Saluda River.

14. Council is asked to approve Water Quality Consulting Services for the Columbia Canal Water Treatment Plant and the Lake Murray Water Treatment Plant for Fiscal Year 2018 / 2019, as requested by Columbia Water. Award to Black & Veatch Corporation in an amount not to exceed $50,000.00. This firm is located in Columbia, SC.

Funding Source: Lake Murray Water Treatment Plant; 5516207-636700 ($25,000.00) and the Columbia Canal Water Treatment Plant; 5516205-636700 ($25,000.00). The original budgeted amount is $50,000.00.

Sub-consultant Aquarius Engineering, L.L.C., a Woman Owned Business Enterprise of Pownal, ME will provide water treatment staff training at $5,320.00 (10.6%) of the total contract value.

15. Council is asked to approve Environmental Testing Services for Pre-treatment/Fats, Oils, and Grease (FOG) Aqueous Sample Matrix for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Rogers and Callcott in the amount of $117,105.11 with two (2) year extension as provided for in annual operating budget funding. This firm is located in Columbia, SC.

Funding Source: 5516208-638300 Utilities Metro Wastewater Plant - Special Contracts. The original budgeted amount is $213,000.00.

16. Council is asked to approve a Contract for Project SS7335-B; Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Main, as requested by Columbia Water. Award to Davis & Floyd Inc. in the amount of $243,000.00. This firm is located in Columbia, SC.

Funding Source: Utilities Wastewater Maintenance- SPC Contracts– 5516205-SS7335-638305. The original budgeted amount is $243,000.00.

17. Council is asked to approve the Purchase of Annual Repair Materials for Wastewater Management, as requested by Columbia Water. Award to the lowest responsible bidders of each lot in the total amount of $222,449.21.

Funding Source:Utilities Wastewater Maintenance-Pipes, Fittings, Hydrants, ETC. 5516205-625700. The original budgeted amount is $325,000.00.

Lots	Vendors / Locations	Amounts
1 and 3	Ferguson Waters (Elgin, SC)	$45,958.94

7	Fortiline, Inc. (Columbia, SC)	$7,485.00
6	Hayes Pipe Supply Inc. (Columbia, SC)	$2,468.80
2,4,5,8 and 9	Core & Main (West Columbia, SC)	$150,058.75
	SC Sales Tax	**$16,477.72**
	Total	**$222,449.21**

18. Council is asked to approve the Purchase of Annual Repair Materials for Water Distribution, as requested by Columbia Water. Award to the lowest responsible bidders of each lot in the total amount of $735,476.27.

Funding Source:Utilities Waterr Disribution and Maintenance 5516203-625700. The original budget is $1,125,000.00.

Lots	**Vendors / Locations**	**Amounts**
3, 16, 19, 25	Ferguson Waters (Elgin, SC)	$29,427.90
11	Fortiline, Inc. (Columbia, SC)	$5,263.50
7, 9, 13, 14, 17, 21, 23	Hayes Pipe Supply Inc. (Columbia, SC)	$164,355.75
1, 2, 4, 5, 6, 8, 10, 12, 15, 18, 20, 22, 24	Core & Main (West Columbia, SC)	$481,949.40
	SC Sales Tax	**$54,479.72**
	Total	**$735,476.27**

19. Council is asked to approve an Agreement for Project SS7454; Broad River Force Main and Gravity Sewer Capacity Improvements, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $254,000.00. This firm is headquartered in Alberta, Canada and this project will be handled by the office located in Charlotte, NC.

Funding Source: Water & Sewer capital Projects-Broad River Force Main-Capital Project Costs 5529999-SS745401-658650. The original budgeted amount is $254,000.00.

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

The mentor for this project will provide technical consulting support for the preliminary engineering of the force main replacement and gravity sewer capacity enhancement at 79.57% ($202,100) of the contract value. Chao and Associates, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide CADD and preliminary engineering services at 20.43% ($51,900.00) of the contract value.

20. Council is asked to approve an Agreement for Crane Creek 01 Sewer System Evaluation Study and Sewer Rehabilitation Implementation, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $1,295,065.00. This firm is headquartered in Alberta, Canada with a local office in Columbia, SC.

Funding Source: 5529999-SS746301-658650. Water& Sewer Capital Projects-Crane Creek 01 SSES-Capital Project Costs. The original budgeted amount is $860,000.00 and $435,065.00 was transferred from 5529999-SS733801-658650.

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

The mentor for this project will provide assessment, design, and construction services for the investigation and rehabilitation of the Crane Creek 01 Sub-Basin at 39% ($504,384) of the contract value. Chao and Associates, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide GIS, CAD, survey, and construction administration services at 31% ($401,475.00) of the contract value.

Sub-consultant Hydrostructures of Cayce, SC will provide sanitary sewer evaluation services at 30% ($389,206.00) of the contract value.

21. Council is asked to approve a Contract for Project SS7389; Crane Creek and Smith Branch Manhole Repair and Mitigation Services, as requested by Columbia Water. Award to Prism Contractors & Engineers, Inc., in the amount of $2,142,363.74. This firm is located in Williamsburg, VA.

Funding Source: CIP Water & Sewer / A 2015 Oct. Flood Recovery Project; 5529999-638400. The original budgeted amount is $2,727,698.00.

The following sub-consultants will provide additional services:

Vulcan Materials Company of Piedmont, SC will provide surge stone and rip rap at 1.09% ($21,148.40) of the contract value.

Tindall Precast Concrete of Spartanburg, SC will provide pre-cast materials at 6.70% ($130,572.00) of the contract value.

Madewell Products Corporation of Alpharetta, GA will provide cementitious and epoxy materials at 4.38% ($85,209.20) of the contract value.

Halliday Products Inc. of Orlando, FL will provide watertight hatches at 3.59% ($70,000.00) of the contract value.

22. Ordinance No.: 2018-010 - To ExteNet Systems Inc., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

    First reading approval was given on June 19, 2018.

23. Ordinance No.: 2018-029 - Amending Ordinance 2015-034 Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS Nos. 11401-10-01, for installation and maintenance of a driveway along each block, brick pavers, landscaping and irrigation and authorizing removal and construction of new sidewalks along Bull Street and Pickens Street to include revised plans for the addition of a turn lane and changes to landscaping and curbing along Gervais Street

    First reading approval was given on June 19, 2018.

24. Ordinance No.: 2018-031 - To MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

    First reading approval was given on June 19, 2018.

25. Ordinance No.: 2018-033 - Granting an encroachment to Jeremy Long for installation and maintenance of a landscaping and a concrete walkway within the right of way area of the 2700 Block of Wilmot Avenue adjacent to 2721 Wilmot Avenue Richland County TMS# 11315-11-19

    First reading approval was given on June 19, 2018.

26. Resolution No.: R-2018-036 - Authorizing consumption of beer and wine only at the Palmetto Place Palooza Charity Fundraiser on Saturday, September 29, 2018 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion

27. Resolution No.: R-2018-047 - Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1000 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 14, 2018

28. Resolution No.: R-2018-048 - Amending Resolution No.: R-2016-025 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City for relocation from the 1300 and 1400 blocks of Main Street to the 1500, 1600 and 1700 blocks of Main Street during the Latin, SC Pride and Jam Room Music festivals and The Hub move-in dates only

29. Resolution No.: R-2018-050 - Authorizing consumption of beer and wine beverages only within the Amphitheater Area of Finlay Park for the Cola City Music Festival on Tuesday, August 21, 2018

30. Resolution No.: R-2018-051 - Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Presont Mansion on Sunday, November 18, 2018 with a rain contingency of November 25, 2018

31. Resolution No.: R-2018-067 - Authorizing consumption of beer and wine only at the Chili Cook Off in Five Points in the 700 and 800 blocks of Pavilion Avenue and 2100 and 2200 blocks of Greene Street on Saturday, November 3, 2018

32. Resolution No.: R-2018-080 - Authorizing consumption of beer and wine beverages only at the Palmetto Peanut Boil Fundraiser on September 29, 2018 with a rain contingency date of October 6, 2018

PRESENTATIONS

33. Recognition of Ms. Mary Roe for Outstanding Service and Encouraging Walking and Biking in the City of Columbia - Ms. Dana Higgins, Engineering Director

ORDINANCES - FIRST READING

34. Ordinance No.: 2018-039 - Granting an encroachment to Jason Chastain and Ximena Chastain for installation and maintenance of landscaping and irrigation within the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive Richland County TMS #13911-08-10

35. Ordinance No.: 2018-041 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

RESOLUTIONS

36. Resolution No.: R-2018-064 - Authorizing Acceptance and Dedication of street known as Arsenal Hill Court, located in The Courtyard at Arsenal Hill Subdivision to the City of Columbia; Richland County TMS#09010-12-20 (p); CF# 280-25

37. Resolution No.: R-2018-071 - Authorizing the City Manager to execute any documents necessary to purchase certain properties affected by the 2015 flood through the Property Acquisition Program

OTHER MATTERS

38. Council is asked to approve the Installation of four (4) Speed Humps on Waccamaw Avenue, as requested by the Public Works Department.

The Fire Department and Police Department have reviewed and approved the proposed locations.

39. Fiscal Year 2018/2019 Hospitality Tax and Accommodations Tax Funding Recommendations - Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison **Addition**

40. Fiscal Year 2017/2018 Hospitality Tax Carry Forward Requests - Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison **Addition**

APPOINTMENTS

41. Council is asked to approve the re-appointment / appointment of two (2) individuals to the Columbia Housing Authority Board.

42. Council is asked to approve the re-appointment / appointment of five (5) individuals to the Columbia Tree and Appearance Commission.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

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

PURPOSE: **Health Care**
Columbia Canal

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Council is asked to approve the May 15, 2018 City Council Meeting Minutes.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_05_15_2018_D (PDF)

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 15, 2018

WORK SESSION - 2:00 P.M.

The Columbia City Council held a Work Session on Tuesday, May 15, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Pro-Tempore Tameika Isaac Devine called the meeting to order at 2:06 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Mayor Stephen K. Benjamin arrived at 4:01 p.m. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was noticed in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

FINANCIAL REPORT

1. March 2018 Financial Report - Ms. Jan Alonso, Finance Director - *No questions were asked at this time.*

CITY COUNCIL DISCUSSION

2. Gervais Street Bridge Beautification Project - Mr. Presley V. Hogue, Columbia Tree and Appearance Commission

Mr. Jack McKenzie, Chair of the Columbia Tree and Appearance Commission explained that the idea to redo this bridge has been kicked around for over a decade now. We have raised $100,000 of independent money to get this done. This could be a huge return on investment for the City.

Mr. Andy Whitfield, former Chair of the Columbia Tree and Appearance Commission said Norfolk Southern is willing to work with us. The bridge is an eyesore and Gervais Street is the logical connector between Main Street, Five Points, the Vista, and the Waverly Community; 30,000 residents pass under this bridge every day. Lead paint peeling off of the bridge and falling into our storm water. People use it as a dumping area. A final plan for the bridge has not been determined. Keep the Midlands Beautiful is the fiscal agent. It is a $300,000 project. Richland County already committed $30,000 in hospitality tax funding; we received a $50,000 grant from Connected Communities; the University of South Carolina committed $10,000 for landscaping;

an individual donated $5,000; and The Station contributed $5,000. We will continue to seek out community partners. We need for the City of Columbia to be the municipal champion. We need to sign a contract with Norfolk Southern for $12,000 and their engineer STV has to vet the project. We are asking for a project manager. Ideally, we would ask for $200,000 and this project could get done this year.

Councilor Rickenmann said railroads are making more money than ever before. They have a responsibility to share in this cost. This should not be community driven. It's not just the Gervais Street Bridge; it's the North Main Bridge and the Blossom Street Bridge. It's an environmental issue. It would be good for the Mayor and Council to write a letter to the president of Norfolk Southern reminding him of their responsibility as a community partner. We should have our Legal [Department] look into their responsibility. I am in favor of us helping get past this first hurdle. We don't have an extra $200,000, but there are other ways that we can work together.

Councilor Davis concurred with Councilor Rickenmann. I don't understand why we would repair the railroad's property. We have people at the State House and in Washington who should be advocating for us. Just doing one doesn't solve the problem.

Councilor McDowell also concurred with Councilor Rickenmann's suggestions.

Councilor Duvall said this project has been pending for twenty years. This bridge has more traffic than the others. It is a gateway to our City. We can apply some pressure to Norfolk Southern and our legislative delegation.

Councilor Devine asked who Norfolk Southern wants to sign the agreement.

Mr. Andy Whitfield, former Chair of the Columbia Tree and Appearance Commission said a municipality; they won't sign it with us.

Councilor Rickenmann suggested that Keep the Midlands Beautiful hold the $100,000 and the City of Columbia pay the $12,000.

Councilor Devine asked if there would be any value in having them look at the other bridges now.

There was a consensus of Council to direct the City Manager to enter into a contract with Norfolk Southern in the amount of $12,000.

Mr. Andy Whitfield, former Chair of the Columbia Tree and Appearance Commission said we also need a memorandum of understanding with Keep the Midlands Beautiful.

Councilor Duvall requested photos of the bridge to accompany the letters.

Ms. Teresa Wilson, City Manager agreed to have the Legal Department review the agreement, determine a funding source for the $12,000, and to bring the matter back to Council for approval.

3. Columbia Water Update - Mr. Clint Shealy, Assistant City Manager for Columbia Water

Mr. Clint Shealy, Assistant City Manager for Columbia Water said everything we are doing it draws back to how we are serving our customers. Being transparent in our operations and rebuilding trust with citizens is important. We are going to highlight some successes and a path forward in each area of Columbia Water. Our staff will share with you our journey to become best in class in terms of utility operations.

Ms. Angela Adams, Customer Care Administrator described the new service benchmarks that have been established to meet our customers' expectations and to improve customer service. The service order completion standards were assigned to move-in and move-out service orders, reconnect after non-payment disconnections, meter rechecks, and meter inspection and testing. The customer advocate program has helped to improve the customer dispute resolution process. We will continue to host quarterly drop-ins for customers. We are excited about the launch of our mobile application and the implementation of field service tablets, new offices for the call center and field services, and a new phone system.

Mr. Joey Jaco, Utility Operations Director said we have a tablet program in Wastewater Maintenance that allows us to receive service requests in the field and provide instant communications with our service reps. This will be rolled out in the Water Distribution Division as well. Other successes include our LEED gold certified Water and Wastewater Administration Building; our award winning Knowledge On Tap Program; and improved business processes. We are now mapping our assets on the water side of the utility. This will improve how we track assets and prioritize maintenance. We are creating dashboards that will help track our performance. We've investigated over 115 miles of large sewer lines and this allows us to track what we need to rehab and what we need to replace. This also allows us to make data driven decisions. We are up-to-date on all of our deliverables to EPA. Our next big deliverable is the Infrastructure Rehabilitation Program. We've invested over $86 million in sewer rehabilitation projects over 66 miles of our system. We've inspected over 400 miles of pipes. The following

major projects are soon to be completed: Columbia Canal clearwell replacement and high service improvements, Metro Wastewater Treatment Plant digester improvements, water quality improvement designs for Earlewood and Booker Washington Heights, and the Crane Creek project. He noted that the work done at Crane Creek has significantly reduced sanitary sewer overflows; allowed us to defer the Crane Creek storage project; and allowed us to move three capacity improvement projects forward. We've done the RFQ for AMI and we hope to have a recommendation to you before October. Construction of the Earlewood and Booker Washington Heights water quality projects will start this summer and design work for the Shandon and Rosewood improvements are next. He presented maps of the sewer and water CIP investment plans. During years one through five we are concentrating on our Clean Water 2020 Program. In years six through ten, we will continue making wastewater improvements and we will invest in larger water projects.

Ms. Dana Higgins, Engineering Director announced that Woolpert has been hired as the storm water program manager; positions are in place; the MLK construction project started in April; we have selected ten firms for storm water design services; the Wallace Street 60" storm drainage pipe project began in February; and the Harlem Heights project is permitted and we are working to obtain thirty-one easements. She outlined the path forward for storm water. The tier-one projects have been identified and the storm water consultants will be assisting us with these projects. We will be looking at opportunities for green infrastructure as evaluated in our watershed plans. We have been looking at design-build public private partnerships to determine the best way to alleviate storm water issues. We expect to spend $8 million this year and most of that is in construction where the design has already been completed. We expect to spend $21 million next year and an estimated $63 million will be encumbered in the third year.

Mr. Clint Shealy, Assistant City Manager for Columbia Water announced that Columbia Water won an AIA Award for the Beltline facility; Columbia Water received several communications awards for Knowledge on Tap; our Waterworks Division is the number one quiz bowl team in the State; and our all ladies Wastewater Operations Challenge Team was a first in the industry. I appreciate all of the hard work they are putting into serving our customers. We have proposed a 9.67% water and sewer rate increase and there is a modest storm water fee increase. If approved, we want to intentionally communicate that to our customers. He requested Council's feedback on the proposed schedule of drop-ins.

Councilor Davis suggested that a drop-in be held in Chestnut Hills.

Ms. Teresa Wilson, City Manager announced that Victoria Kramer, Utilities Communication Manager will be leaving the City of Columbia and we will miss her dearly.

4. Fiscal Year 2018 / 2019 Proposed Budget - Ms. Melisa Caughman, Budget & Program Management Director

Ms. Melisa Caughman, Budget & Program Management Director explained that the budget will be advertised this week. The general fund has no property tax increase or other rate increases. The water and sewer budget includes the 9.67% rate increase that will help fund the $120 million capital improvement program. The five-year storm water rate increase was approved by City Council last year; therefore, an additional public hearing isn't required. The storm water budget is $13.4 million, which is a 6% rate increase over last year. There are no rate increases for the parking fund. The hospitality tax fund is $12 million, which is a 3% increase over the current year's budget and the accommodations tax fund is $2.6 million. She asked if Council wanted to have another budget workshop to review the final budget prior to June 5, 2018.

Ms. Teresa Wilson, City Manager said this budget will also reflect decisions regarding health care and other post-employment benefits that will impact retirees and active employees. We want to clearly communicate that and we are willing to reach out to specific individuals.

There was a consensus of Council to conduct a budget workshop on Tuesday, May 29, 2018 at 2:00 p.m.

5. Columbia Construction Jobs Fall by 11% - The Honorable Daniel J. Rickenmann

Councilor Rickenmann said we are one of the few cities in the Southeast that doesn't have a crane in the sky. We are not having the growth and investment. Some of this is hindered by our processes. A tower hasn't been built in Columbia in over five years. There are sixty-one projects under construction in Atlanta. There are twenty-two cranes in the sky in Nashville. Our landscape has tons of opportunity for vertical growth. We need to reevaluate where our economic development dollars are going, who those partners are, and what we want as a result. Most of the projects that come before us want incentives. We need to have deep-hearted discussions about this.

DRAFT

Councilor Davis said we've all expressed an interest in how we are doing economically. My concern is whether or not the issue is systemic. I am concerned about more jobs, better wages, single-family homeownership, and quality apartment communities. I am interested in what communities are doing to spark growth in those areas. How you turn a particular area around adds to the tax base, growth, and quality of life. We need to continue to ensure that we don't have two cities; where there is a perception of more progress in the other.

Councilor McDowell said a clean city is a safe city. Two Notch Road is a main corridor and it is in terrible shape. There are eighty houses in District One and District Two that we need to demolish, but we don't have the finances to do it. We have $40,000 going towards demolitions. We must be intentional about identifying areas that are overly coded.

Councilor Devine said we must understand the long-term effects of the decisions we make. Does the height limit we imposed years ago affect development? Do they inhibit or encourage the development we want to see? We also want to look at our land use boards and balance that against what we want.

Councilor Duvall said if we are going to have an in-depth look at our economic development abilities with the City of Columbia, then we need to look at the development corporations. We are fractured in our ability to look at things, because we have different people assigned to different parts of town. We need an economic development office that controls the whole city.

There was a consensus of Council to conduct an Economic Development Work Session in July as a Committee of the Whole.

Councilor Rickenmann asked that the City not make any commitments to the economic development partners until the meeting is held.

Ms. Teresa Wilson, City Manager said we need to look at what's in the budget. I think Ryan did some streamlining with this year's budget requests. We also implemented the contract for services. The service delivery should be in line with how you are trying to move the growth forward. The budget will be passed by time you have this discussion. We can work with Legal to put some of the thoughts on paper. We are currently addressing public safety issues within the corridors across the City. We need more funding for demolitions. At that work session, I'd love for Chief to discuss a partnership approach for getting demolitions done. A member of our Legislative Delegation attempted to put something on the table for the current legislative session, but it didn't work. We will put together an agenda for the work session.

6. Extended Hours Permit for Commercial Establishments - The Honorable Daniel J. Rickenmann

Mr. Mike Hemlepp, Esq., Senior Assistant City Attorney / Police Advisor said we've had the first reading of Ordinance 2018-001. In between the first reading and today's scheduled second reading, we made technical changes in response to issues that were brought to our attention. The substance of the ordinance didn't change tremendously. In addition, Mr. Duvall wanted to propose amendments for Council's consideration during second reading. Those ideas have been drafted into a proposed ordinance.

Councilor Devine added that Mr. Rickenmann has been meeting with a representative of the neighborhood and she made recommendations. Some of those recommendations have been included.

Mr. Mike Hemlepp, Esq., Senior Assistant City Attorney / Police Advisor said yes, but the recommendations are technical changes that didn't change the overall plan of taking this out of the Business License Division and putting it with the Police Department and having criminal penalties and administrative penalties. The penalties in the current ordinance are purely administrative.

Councilor Duvall said the ordinance is a big step in the right direction, but it doesn't go far enough. It gives the City and the Police Department tools to deal with the problem, but it does not help the neighborhoods. I have proposed three amendments that help to strengthen the ordinance to the point where I can support it. The first amendment deals with a grandfather clause wherein the extended hours permits would only apply to people who have them as of June 2018. The twenty-three bars that now have extended hours permits would keep them and we would pass the new ordinance and let the ordinance itself weed them out. This is very important because we have over 300 alcoholic beverage venues in the City of Columbia. Any of which, could apply for an extended hours permit. If we close down a substantial number of bars in Five Points, these bars are going to move to other parts of the City. To prevent this cancer from moving to other parts of the City, we need to let the 23 bars keep their extended hours permits as long as they comply with the ordinance, but we are not going to issue any new ones.

Councilor Rickenmann said you are rescinding it in a different manner. If you move to another spot, you'll be required to have a minimum of two years in business before you can apply. If you have any violations within that period, you wouldn't be able to get it. We are not looking to rescind it. We are looking to keep it alive. This is a slow poke way to kill it.

Councilor Duvall said this is a slow poke way to kill it, but it is necessary because we do not need to have bars open to sun up every day, except Sunday mornings in the City of Columbia. No other city in the SEC has that. The reason they don't have it is because the service requirements for our staff to police this adds an additional burden that is unnecessary to the City.

Mayor Benjamin arrived at 4:01 p.m.

Councilor Rickenmann said if you take the statistics that were brought forth by the neighborhoods, University, and City Police you will see that 97% of all violations happened before 2:00 a.m. I am not in favor of amendment one. I read all of the amendments and I support number two, subject to changing the word from current to applicable [building and fire codes]. We can't do number three; it goes hand in hand with number one.

Councilor Devine inquired about the inspector.

Councilor Duvall said the inspector is our code enforcement. They are not in the loop now.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 4:08 p.m. for the discussion of **Items 7** through **10** as amended by adding the Lourie Center to **Item 8**. Mr. Rickenmann was not present for the vote.

7. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
   - *Jushi*
   - *1800 Main Street*

8. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
   - *Busby Street Community Center and Police Substation Project*
   - *911 Communications Center Consolidation Agreement Extension*

9. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
   - *Devine Street*
   - *Variance exemptions*

- *Amtrak*
- *Columbia Canal*
- *Sec. 17-269. Drinking establishments*

10. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)
    - *Municipal Court Judges*

Council adjourned the Executive Session at 5:55 p.m. to convene the regular meeting.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 15, 2018

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a Regular Meeting and Zoning Public Hearing on Tuesday, May 15, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:09 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was noticed in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

Boy Scout Troops 397 and 74 along with Cub Scout Packs 397, 963, and 74 led the audience in the Pledge of Allegiance.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda as amended to withdraw **Item 38** *(Discussion of Sec. 17-269 Drinking establishments)*, defer consideration of **Item 25** *(Resolution No.: R-2018-043 - Authorizing consumption of beer and wine only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday June 9, 2018)*, and add **Item 26** *(Resolution No.: R-2018-039 – Amending Resolution No.: R-2016-025 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City to include the northern half block area of the 1200 block of Main Street, excluding the sidewalk areas and intersection of Lady Street and Main Street only on Saturday, May 26, 2018).*

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 15, 2018

APPROVAL OF MINUTES

11. Council is asked to approve the April 17, 2018 and May 1, 2018 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the April 17, 2018 and May 1, 2018 City Council Meeting Minutes.

CONSENT AGENDA

Councilor Rickenmann asked what work the mentors are being paid for in **Items 16** and **17**. If Stutts & Williams is being paid for oversight, then we need to hold this. The breakdown isn't clear. In the future, it will be helpful to have a detailed explanation on what the mentor is doing. The budget is off on **Item 19** and there wasn't an explanation.

Mr. Joey Jaco, P.E., Utility Operations Director explained that these are mentor protégé program projects. The majority of **Item 16** it is being handled by subs. **Item 17** is for a major sewer line and Brown and Caldwell will produce the plans. The mentor is providing the product, but the intent is for the protégé to do most of the work. We bid the project associated with **Item 19** twice. **Item 16** is part of the Transmission System Operation and Maintenance Program (TSOMP) requirement to have generator back up at the individual pump stations. The preference is to move forward and I can provide the additional information.

Upon a single motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 12** through **26**, as amended.

12. Council is asked to approve Sidewalk Construction Services along Sulton and Maxcy Roads, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a certified Minority Business Enterprise and Local Business Enterprise in an amount not to exceed $175,849.30. This firm is located in Lexington, SC. *Funding Source: 4079999-658650-SR102602-658650. The original budget amount is $175,849.30. - Approved*

    The City will be reimbursed for this project by SCDOT and SCDOT guidelines were used for this procurement. Therefore, no preference programs are applicable to this solicitation. AOS Specialty Contractors, Inc. will self-perform all items in the contract.

13. Council is asked to approve the Purchase of a Sharples DS706 Rotating Assembly for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Sully Enterprises, as a Sole Source in the amount of $201,477.00. This firm is located in South Jordan, UT. *Funding Source: Utilities Metro Wastewater Plt-Machinery and Equipment Capital: 5516208-658300. The original budgeted amount is $201,477.00. - Approved*

14. Council is asked to approve Geotechnical Engineering Services for Rock Coring Testing for Clearwells I and II at the Canal Water Treatment Plant, as requested by Columbia Water. Award to URS Corporation, as a Sole Source in the amount of $302,114.00. This firm is located in Columbia, SC. *Funding Source: Water & Sewer Capital Projects Capital Project Costs: 5529999-658650. Engineering Services-Canal Water Treatment Plant Improvements WM423101-658650. The original budgeted amount is $302,114.00. - Approved*

15. Council is asked to approve a Change Order for Waterline Repairs throughout the City during inclement weather conditions. Columbia Water requested this as an amendment to the original Emergency Procurement authorized by the City Manager and approved by City Council on February 20, 2018. The revised award will be issued to North American Pipeline of Marietta, GA in the amount of $400,000.00. *Funding Source: Engineering – Paving and Asphalt Supplies; 5511706—623500. The original budgeted amount is $400,000.00. - Approved*

16. Council is asked to approve the Installation of Backup Power Generators at Various Pump Station Sites, as requested by Columbia Water. Award to Stutts & Williams, LLC, a certified Local Business Enterprise in an amount not to exceed $478,743.28. This firm is located in Lexington, SC. *Funding Source: 5529999-SS741601-658650. The original budgeted amount is $480,000.00. - Approved*

This is a Mentor Protégé Program project. Hammerhead Utilities, LLC of Chapin, SC is the Protégé and will provide services at 43% ($186,000.00) of the contract value.

The following subcontractors will provide additional services:

Blanchard CAT of West Columbia, SC will provide generators at 30% ($130,566.00) of the contract value.

Utility Electric, LLC, a Minority Business Enterprise (Woman) of Anderson, SC will provide electrical work at 14% ($60,500.00) of the contract value.

DRAFT

17. Council is asked to approve an Agreement for Project SS7428; Lower Saluda Relief and Major Pipe Rehabilitation Services, as requested by Columbia Water. Award to Brown and Caldwell in the amount of $1,185,000.00. This firm is located in Columbia, SC. *Funding Source: Water and Sewer Capital Projects - Lower Saluda River Relief Sewer - Capital Projects Cost - 5529999-SS742801-658650. The original budgeted amount is $1,300,000.00. – Approved*

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. 4D Engineering, a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide analysis, design, permitting, geotechnical investigation, and public relations services at 21.6% ($255,550.00) of the contract value.

The following sub-consultants will provide additional services:

Chao and Associates, a Minority Business Enterprise of Columbia, SC will provide surveying services and easement exhibits at 19.2% ($228,060.00) of the contract value.

Environmental Permitting Consultants, Inc., a Small Business Enterprise of Lexington, SC will provide wetlands delineation and permitting services at 1.84% ($21,800.00) of the contract value.

18. Council is asked to approve an Agreement for Project SS7424; Broad River 02 Sewer System Evaluation Study and Sewer Rehabilitation Services, as requested by Columbia Water. Award to AECOM Technical Services, Incorporated in the amount of $1,522,423.00. This firm is located in Columbia, SC. *Funding Source: Water & Sewer Capital Projects – Broad River 02 Sub-Basin SSES- Capital Project Cost-5529999-SS742401-658650. The original budgeted amount is $1,522,423.00. - Approved*

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. DESA, Inc., a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide Manhole Inspections, Zoom Camera Inspections, Smoke Testing, Public Relations, and Construction Administration services at 20% ($303,752.00) of the contract value.

Sub-consultant Hydrostructures, P.A., of Cayce, SC will provide CCTV and Dye Water Testing services at 18.6% ($303,752.00) of the contract value.

19. Council is asked to approve a Contract for Project SS7333; Transmission System Operation, Maintenance and Supervisory Control, and Data Acquisition Improvements, as requested by Columbia Water. Award to AAA Utility and Construction, LLC, in an amount not to exceed $1,785,705.24. This firm is located in Columbia, SC. *Funding Source: 5529999-SS733301-658650. The original budgeted amount is $1,019,660.00. Funds have been transferred to Account 5529999-SS733301-658650 from SS728801-Unforeseen and Miscellaneous in order to increase the Requisition to $1,785,705.24. - Approved*

This is a Clean Water 2020 Program Project.

The following sub-consultants will provide additional services:

CITI, LLC of Charlotte, NC will provide instrumentation and control systems at 48% ($780,781.00) of the contract value.

Gregory Electric of Columbia, SC will provide electrical installation of SCADA improvements at 11% ($182,718.60) of the contract value.

20. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, and INTERIM ZONING MAP AMENDMENT - 2716 Shop Road; TMS #16200-04-31 – *Approved on second reading.*

Ordinance No.: 2018-017 - Annexing 2716 Shop Road, Richland County TMS# 16200-04-31 – *First reading approval was given on May 1, 2018. - Approved on second reading.*

Council District: 3

Proposal: Request to annex, assign interim land use classification of Industrial and assign interim zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Center and zoned M-1 by Richland County.

Applicant: Annette Holdings, Inc.

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approve

PC Recommendation: 04/09/18: Annex, Assign Interim Land Use & Interim Zoning; Approve (6-0)

21. Ordinance No.: 2018-013 - Authorizing and providing for the issuance of Stormwater System Revenue Bonds of the City of Columbia, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the revenues derived from the operation of the system and pledging such revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing - *First reading approval was given on April 17, 2018. – Approved on second reading.*

DRAFT

22. Ordinance No.: 2018-014 - A First Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Stormwater System Revenue Bonds, in one or more series in the aggregate principal amount of not exceeding $50,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager or any two of them acting together to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters related thereto - *First reading approval was given on April 17, 2018. – Approved on second reading.*

23. Ordinance No.: 2018-016 - Amend Sec. 21-127 Basis for establishing areas of special flood hazard - *First reading approval was given on May 1, 2018. – Approved on second reading.*

24. Resolution No.: R-2018-041 - Authorizing consumption of beer and wine only at the Fire-Rescue Street Party in the 900 block and 1000 block of Lincoln Street on Saturday, June 16, 2018 – *Approved*

25. Resolution No.: R-2018-043 - Authorizing consumption of beer and wine only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday June 9, 2018 – *Approved*

26. Resolution No.: R-2018-039 Amending Resolution No.: R-2016-025 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City to include the northern half block area of the 1200 block of Main Street, excluding the sidewalk areas and intersection of Lady Street and Main Street only on Saturday, May 26, 2018 - *Approved*

PRESENTATIONS

27. Public Service Recognition - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager said we want to share a special video that was produced in honor of Public Service Week. We have wonderful public servants, including you all, here at the City of Columbia. She presented "Why We Serve". She thanked the Public and Media Relations Department for facilitating such a great video.

The Public and Media Relations Department presented members of City Council and City Manager Wilson with tokens of appreciation for their public service.

28. May 2018 Employee of the Month - Ms. Angela Adams, Customer Care Administrator

Ms. Angela Adams, Customer Care Administrator announced that Ms. Heather Greer, Accounting Technician for the Customer Care Division is the May 2018 Employee of the Month. She described Ms. Greer as dependable, efficient, and a great communicator. Heather is willing to take on difficult tasks and readily avails herself to customers and staff. She accepted a token of appreciation from City Manager Wilson on Heather's behalf.

29. National Peace Officers Memorial Day & Police Week Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed May 15, 2018 as Peace Officers Memorial Day and this week as Police Week in the City of Columbia.

Mr. William "Skip" Holbrook, Police Chief thanked Council for recognizing National Peace Officers Memorial Day and Police Week, especially as we pause to remember those who have given the ultimate sacrifice and service in protecting the communities that they serve. We have a lot to celebrate here. We attained national accreditation and completed our advancing 21st Century Policing Project. Our citizens should be most proud of the 170,000 calls for service we answered and 6,500 arrests made. It shows remarkable communication, professionalism, restraint, and constitutional policing. It's an honor to serve.

30. American Public Works Week Proclamation - The Honorable Stephen K. Benjamin

Mr. Robert Anderson, Public Works Director recognized Missy Gentry, P.E. as the Past President of the Public Works Association, Mary Pat Baldauf as the Past President of the State Chapter, Samantha Yager as the Secretary of the State Chapter, Sara Hollar as the Treasurer for the branch, and Dana Higgins as the 2019 President. For the first time, we are bringing our State Chapter Conference to Columbia. He recited a *Public Works* poem. The Annual Touch a Truck event will be held on Saturday, May 19, 2018 from 10:00 a.m. until 12:00 p.m.

Mayor Benjamin and the members of City Council proclaimed the week of May 20-26, 2018 as Public Works Week in the City of Columbia.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 15, 2018

31. Recognition of Dr. Bobby Donaldson as the Recipient of the 2017 Stephen G. Morrison Visionary Award - The Honorable Mayor Stephen K. Benjamin

Mr. Lee Snelgrove, Executive Director of One Columbia for Arts and History recognized Dr. Bobby Donaldson as the 2017 recipient of the Stephen G. Morrison Award. Dr. Donaldson began his career at the University of South Carolina in 1999. He now leads the Center for Civil Rights History and Research, housed at the Hollings Special Collections Library. He also serves as the lead scholar for ColumbiaSC 63: Our Story Matters, a documentary history initiative that chronicles the struggle for civil rights and social justice in Columbia. He has served as a consultant for museum exhibitions, archival collections, oral history initiatives, documentary films, and historic preservation projects. We give this award annually to recognize the best combination of vision and leadership applied to art and history and the entire cultural foundation of the City and the value they bring to Columbia. Dr. Bobby Donaldson embodies all of that.

Dr. Bobby Donaldson, Associate Professor / University of South Carolina College of Arts and Sciences said when I arrived in the City of Columbia many years ago I had no idea that this would be one of my assignments. The great scholar from South Carolina, Mary McLeod Bethune once said "The search for history and the search for truth is not for timid souls." Through the course of my career, I've had the opportunity to work with a number of brave and extraordinarily talented people who helped us tell an important and remarkable story about the City of Columbia. The work we've done with ColumbiaSC 63: Our Story Matters is just the beginning; I am excited about what's on the horizon. I accept this recognition on behalf of the legions of individuals who've worked to tell why our story matters.

Mayor Benjamin said Dr. Donaldson is a true renaissance man and the work he has done to elevate this City is amazing. We are thankful for you and I can't think of another person much more deserving to receive this award.

32. Recognition of 2018 Miss Columbia - The Honorable Mayor Stephen K. Benjamin

Miss Alexandra Badgett, 2018 Miss Columbia introduced herself as the reigning Miss Columbia who recently graduated from the Honors College at the University of South Carolina with a double major in insurance and risk management and finance and a minor in actuarial mathematics. I received the Miss Columbia title in January. I implemented two very important platforms: the Children's Miracle Network hospitals and No Is Not Enough (NINE), which looks into sexual assaults on college campuses across South Carolina. I am eager to serve this community and I am excited to see what's in store.

33. Black Expo Economic Empowerment Summit - Mr. Darrin Thomas, President of Thomas Media Group

Mr. Darrin Thomas, President of Thomas Media Group outlined the schedule of events for the 21st Annual Columbia Black Expo to be held during May 17-19, 2018. After twenty years, the Board decided to shift the focus of the Black Expo model and it has now become the Black Expo Empowerment Summit. Our theme is "Building a Legacy for Your Family" focusing on the five pillars of economic empowerment: jobs, education, wealth generation, health, and entrepreneurship. We believe that Black Expo will continue to be relevant as long as it continues to meet the needs of its stakeholders. The timing of this shift is synonymous with City Council's Vision Statement and its goals.

RESOLUTIONS

34. Resolution No.: R-2018-040 - Amending Resolution R-2015-049 Amending Resolution R-2014-045 Amending R-2014-024 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia to remove the sunset of the tax credit and amend the criteria for consideration of inclusion in a Multi-County Industrial Park - *Approved*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted five (5) to one (1) to approve Resolution No.: R-2018-040 - Amending Resolution R-2015-049 Amending Resolution R-2014-045 Amending R-2014-024 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia to remove the sunset of the tax credit and amend the criteria for consideration of inclusion in a Multi-County Industrial Park, with the understanding that a lot has to happen between now and second reading of Ordinance 2018-022. Voting aye were Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall voted nay.

35. Resolution No.: R-2018-042 - Authorizing the City Manager to execute a Fourth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC for lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-042 - Authorizing the City Manager to execute a Fourth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC for lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street.

36. Resolution No.: R-2018-046 - Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-046 - Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County.

ORDINANCES - FIRST READING

37. Ordinance No.: 2018-022 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Reign, 1087 and 1115 Shop Road – TMS # R11210-01-13 and R11210-01-01) – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted five (5) to one (1) to give first reading approval to Ordinance No.: 2018-022 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Reign, 1087 and 1115 Shop Road; TMS # R11210-01-13 and R11210-01-01), with the understanding that the County is on a similar track, but there are issues that the Council wants to resolve before second reading. Voting aye were Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall voted nay.

CITY COUNCIL DISCUSSION

38. Sec. 17-269 Drinking establishments – *This item was withdrawn from the agenda.*

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 15, 2018

ORDINANCES - SECOND READING

39. Ordinance No.: 2018-001 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine - *First reading approval was given on April 17, 2018. – Approved on second reading as amended.*

Councilor Duvall said the ordinance as presented is a step forward, but it's not enough. The neighborhoods and the community have asked for our support. I discussed three amendments with my colleagues during the work session and one was accepted. I propose that amendment number two, a certification by an inspector approved by the City that the location is in compliance with applicable building and fire codes be added to the ordinance as drafted by our attorney.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to give second reading approval to Ordinance No.: 2018-001 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses against the Public Peace and Order, Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine, subject to the following amendment: (c) Extended hours operating permit; application, requirements. 6. Applications shall include a security plan to be approved by the Columbia Police Department, a fire safety plan to be approved by the Columbia Fire Department, and a certification by an inspector approved by the City that the location is in compliance with applicable building and fire codes.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No items were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

40. Council is asked to refer the proposed Demolition Delay Ordinance to the Arts and Historic Preservation Committee for further review. - *The proposed demolition delay ordinance will be reviewed in July 2018 by a Committee of the Whole along with Construction Strategies and Growth for the City of Columbia.*

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 15, 2018

ZONING / PLANNING MATTERS PUBLIC HEARING - FIRST READING - 7:00 P.M.

Council opened the Zoning Public Hearing at 7:02 p.m.

41. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 2916 Colonial Drive; TMS# 11503-06-30 - *Approved on first reading.*

Ordinance No.: 2018-020 - Annexing and Incorporating 2916 Colonial Drive, Richland County TMS# 11503-06-30 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District:	2
Proposal:	Request to annex, assign land use classification of Urban Core Community Activity Center (UCAC-2) and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential-High Density and zoned GC by Richland County.
Applicant:	WAT Properties Inc. of Columbia
Staff Recommendation:	Approval
PC Recommendation:	03/05/2018; Approval (5-0)

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 2916 Colonial Drive; TMS# 11503-06-30 **and** Ordinance No.: 2018-020 - Annexing and Incorporating 2916 Colonial Drive, Richland County TMS# 11503-06-30 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

DRAFT

42. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 638 Bluff Road (p); TMS# 11203-05-04(p) – *Approved on first reading.*

Ordinance No.: 2018-019 - Annexing and Incorporating 638 Bluff Road (portion), Richland County TMS# 11203-05-04(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District:	3
Proposal:	Request to annex, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential-High Density and zoned General Commercial (GC) by Richland County.
Applicant:	638 Bluff Road, LLC
Staff Recommendation:	Approval
PC Recommendation:	03/05/2018; Approval (5-0)

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the *Comprehensive Plan Map Amendment and Zoning Map Amendment* for 638 Bluff Road (p)*; TMS# 11203-05-04(p)* **and** Ordinance No.: 2018-019 - Annexing and Incorporating 638 Bluff Road (portion), Richland County TMS# 11203-05-04(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

43. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY - 1321 Piney Grove Road; TMS# 06200-01-15 – *Approved on first reading.*

Ordinance No.: 2018-018 - Annexing and Incorporating 1321 Piney Grove Road, Richland County TMS# 06200-01-15 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District:	1
Proposal:	Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Residential-High Density/Mixed Use Corridor and zoned GC by Richland County.
Applicant:	Jimmy Love Land, LLC
Staff Recommendation:	Approval
PC Recommendation:	04/09/2018; Approval (6-0)

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment* for 1321 Piney Grove Road; TMS# 06200-01-15 **and** Ordinance No.: 2018-018 - Annexing and Incorporating 1321 Piney Grove Road, Richland County TMS# 06200-01-15 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

44. MAJOR AMENDMENT TO A PUD-R - 2.16 acres S/S Caughman Road; TMS# 19100-02-10 – *Approved on first reading.*

Council District:	4
Proposal:	Request to make a Major Amendment to a PUD-R
Applicant:	Southeast Church of Christ
Staff Recommendation:	Approval
PC Recommendation:	04/09/2018; Approval (6-0)

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Major Amendment to a PUD-R* for 2.16 acres S/S Caughman Road; TMS# 19100-02-10.

45. ZONING MAP AMENDMENT - 1908 Blossom Street, TMS# 11308-11-07 and 11308-11-03 – *Denied*

Council District:	3
Proposal:	Request to rezone the parcels from M-1, -5P to MX-1, -5P
Applicant:	Josh Boltinhouse, Lambert Architecture & Construction Services
Staff Recommendation:	Approval
PC Recommendation:	11/06/2017 deferred by applicant to 12/04/2017; 12/04/2017 deferred by applicant to 1/8/2018; 01/08/2018 deferred by applicant to 2/5/2018; 02/05/2018 Denial (5-3 vote and 1 recusal)

Mr. Josh Boltinhouse, Lambert Architecture & Construction Services said we are requesting to rezone two parcels at 1908 Blossom Street from M-1 light industrial to MX-1 mixed use development. This request is being made to be consistent with the surrounding parcels and it is in line with the City of Columbia Future Land Use Plan and Future Five Development Guidelines for this location. We met with the neighborhoods, Five Points, and the City several times. This discussion is strictly about zoning and how that rezoning can create a better climate for any kind of development on those parcels. The owner is here as well if there are additional questions.

Mr. David Anderson, Wales Garden Neighborhood Association board member said we believe this development violates the Five Points Master Plan as adopted by City Council several years ago. It will complicate the traffic situation on Blossom Street. We discussed the request at a neighborhood meeting in November. The owner spoke at that meeting. It is overwhelmingly opposed by our residents and the residents of surrounding neighborhoods. The Planning Commission voted against the rezoning request in February and we ask that you honor their recommendation.

Ms. Judy Holiday, Waccamaw Avenue resident said we've lived in Wales Garden for thirty-two years and over the past decade we've seen a friendly spirit in our diverse community be threatened by a changing culture of Five Points. The once charming retail village has gained a reputation for all-night partying and that has attracted criminals who prey on vulnerable young people. Recent statistics have shown a rise in violent crime and alcohol related arrests. Wales Garden has become a parade ground for noisy, drunk pedestrians stumbling home in the morning hours and throwing plastic cups, beer cans, and whiskey bottles on our sidewalks and in our yards. We've noticed missing lawn and porch furnishings, smashed car windows, and scratched

automobiles. This parcel is located at the northern entrance to Wales Garden, abutting the established homes of our neighborhood. In addition to sandwiches and soup, Macado's offers 30 hurricane drinks, 19 shooters, 11 bomb shots, 9 specialty martinis, and assorted beers and wines. If this rezoning is granted, Macado's will be the first alcohol outlet to be established on Blossom Street from Huger to Beltline Boulevard. We are depending on City Council to support the Planning Commission's recommendation to deny the zoning request.

Mayor Benjamin said I don't sense that there's a will of the Council to support this rezoning. I am prepared to make a motion to deny the rezoning. It is certainly your prerogative to speak in favor of or against it. If you are against the rezoning, raise your hands. He also acknowledged those who were in favor of the rezoning. We recognize that we have different opinions about what happens in Five Points. Once you cross Blossom Street you are physically in Wales Garden. It's a very different consideration and that's a well held view of Council.

Mr. Jim Daniel said I've been a resident of Hollywood Rose Hill, Wheeler Hill, or Wales Garden since 1975. I equate this restaurant to an Applebee's®; they have a bar and the other 75% of the building is a typical restaurant. The neighborhood has characterized this as a bar, but it's not. It's a restaurant that serves alcohol. I've been to one and I've seen how it's operated. This is a zoning change. It's not dealing with the special exception. I think they meet the criteria.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to deny the *Zoning Map Amendment* for 1908 Blossom Street, TMS# 11308-11-07 and 11308-11-03.

46. ZONING MAP & TEXT AMENDMENT - Seminary Ridge Historic District

Ordinance No.: 2018-021 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district to delete (8) and amend (c) Protection area district to add (7) – *Approved on first reading.*

DRAFT

Council District:	1
Proposal:	Amend the text of the City of Columbia's Code of Ordinances to delete §17-681(b)(8) (Districts Identified, Architectural Conservation District) and modify §17-681(c) (Districts identified, Protection Area District) to add §17-681(c)(7) and amend the City Of Columbia's Official Zoning Map to modify the map label from "Seminary Ridge Architectural Conservation District" to "Seminary Ridge Protection Area".
Applicant:	Mr. Sam Davis, City of Columbia Council Member
Staff Recommendation:	Approval
PC Recommendation:	04/09/2018; Approval (6-0)
D/DRC Recommendation:	04/12/2018; Approval (5-2)

Ms. Amy Moore, Principal Planner/Historic Preservation for Planning and Development Services explained that this is a request to modify the Seminary Ridge Architectural Conservation District to a protection area, which is another form of a historic district. The architectural conservation district has been in existence since 2013 and the neighborhood has recently expressed interest in lessening their review. The request is to keep the historic district, but in the form of a protection area. Protection areas and architectural conservation districts are both considered to be historic districts, but have different levels of review. Conservation districts focus on preserving original materials and architectural features. Protection areas typically have regulations that preserve basic forms, but focus less on keeping original materials and details. We worked with the neighborhood to develop a new set of guidelines.

Mr. Lance Folsom, Seminary Ridge resident said once the architectural conservation district was approved by the City we began to experience difficulty. The income range varies a lot in our neighborhood and low income residents were having problems replacing their windows. Others were also dismayed, because they couldn't make their homes more energy efficient. This issue generated a lot of interest and we voted twenty-seven to three to pursue a protection area. We appreciated the process. Hats off to the Planning Department; they are competent and patient. We hope you will help our neighborhood by approving this zoning change.

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Mr. Mike Kimble, President of the Seminary Ridge Neighborhood Association said the Seminary Ridge Neighborhood Association adopted the conservation district in February 2013. More than just a few residents expressed concerns about the regulations being too restrictive. After conversations with Councilman Davis and City Planners, we discovered that any changes would need to start with the neighborhood association. Several residents walked the neighborhood and looked at every home. We talked to a lot of people and almost everyone agreed that changes were needed. A vote was taken to remove the architectural conservation district and to study the possibility of adopting a less restrictive overlay. Every resident and property owner had the opportunity to comment on the plan. We believe the protection area overlay offers us the best of both worlds. We are asking you to approve these changes.

Councilor Devine said some residents are concerned about a tidal wave of this happening in lots of neighborhoods. Communication is key in making sure that neighborhoods understand what the districts are and what they can and can't do in different districts. There's a lot of misinformation and we should push out the correct information and make sure people know to contact Amy Moore at any time with questions. We recognize that every neighborhood is unique and the neighborhood is in the best position to decide what's best for them.

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the *Zoning Map & Text Amendment* for the Seminary Ridge Historic District **and** Ordinance No.: 2018-021 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district to delete (8) and amend (c) Protection area district to add (7).

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 15, 2018

47. ZONING MAP AMENDMENTS - 700 Gervais Street, TMS# 08916-11-02 – *Approved on first reading.*

Council District:	2
Proposal:	Request to rezone the parcel from M-1, M-2, -DD, -ID and -DP to MX-2, -ID and -DP
Applicant:	Ben Arnold, Southern Realty Development Corp.
Staff Recommendation:	Approval
PC Recommendation:	04/09/2018; Approval (6-0)

Mr. Robert Fuller, Esq. appeared on behalf of the applicant. We are not aware of any neighborhood opposition to the proposal that has been made. It is an opportunity to consolidate the zoning into a single pattern to avoid the conflicts that might arise when trying to develop across zoning lines on a single piece of property. We think people are in agreement with it and urge your support of it.

Mr. Robert Lewis appeared in opposition to the matter. We've used that as parking for an event at the Colonial Life Arena and we have no place to park as we load in and out of events at the Colonial Life Arena and the Columbia Convention Center. We have no objections to any plans that Ben Arnold has. We park along the 1100 block of Wayne Street and without that we would have no place to park during work.

Mr. Richard Rowe, President of the Vista Neighborhood Association said the applicant presented his ideas to the development committee and they were in favor of it. There is full support from the Vista Neighborhood Association.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to the *Zoning Map Amendment* for 700 Gervais Street, TMS# 08916-11-02.

DRAFT

48. ZONING MAP AMENDMENT & TEXT AMENDMENT - Modification of Innovista Design District & Guidelines, and Rezoning of 1100 Wayne Street, TMS#08916-11-04A – *Approved on first reading.*

Ordinance No.: 2018-015 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill, Zoning, Division 8, District Descriptions; Use and Dimensional Regulations, Sec. 17-291 --ID Innovista design; Division 9, Supplementary District Regulations, Sec. 17-325 --ID Innovista design district, (b) Supplemental district regulations – *Approved on first reading.*

Council District:	2
Proposal:	Rezone a portion of 1100 Wayne Street from Mixed-Use Urban District (MX-2), -Design/Development Area (-DD), -Innovista Design District (-ID) and -Design and Preservation Area (-DP) to Mixed-Use Urban District (MX-2), -Innovista Design District (-ID) and -Design and Preservation Area (-DP); Amend Innovista Design District Guidelines to reflect proposed changes to the boundaries and height requirements in the buffer areas; Amend the City of Columbia's Official Zoning Map to extend the boundaries of the -ID zoning district and remove the -DD zoning district from the same area; Amend City of Columbia's Code of Ordinances §17-291 (-ID Innovista design) and §17-325 (-ID Innovista design district) to reflect proposed changes to the Innovista Design District Guidelines and the Official Zoning Map.
Applicant:	Krista Hampton, City of Columbia Planning and Development
Staff Recommendation:	Approval
PC Recommendation:	04/09/2018; Approval (5-1)

No one appeared in support of or in opposition to this matter.

DRAFT

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Zoning Map Amendment & Text Amendment* for the Modification of Innovista Design District & Guidelines and the *Rezoning* of 1100 Wayne Street, TMS#08916-11-04A **and** Ordinance No.: 2018-015 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article Ill, Zoning, Division 8, District Descriptions; Use and Dimensional Regulations, Sec. 17-291 --ID Innovista design; Division 9, Supplementary District Regulations, Sec. 17-325 --ID Innovista design district, (b) Supplemental district regulations.

49. ZONING MAP AMENDMENT - 42.31 acres N/S Padgett Road, TMS# 22012-01-01 - *Approved on first reading.*

Council District:	4
Proposal:	Request to rezone the parcel from PUD-R to RS-3
Applicant:	John Stephenson, Manchester Investment Group, LLC
Staff Recommendation:	Approval
PC Recommendation:	04/09/2018; Approval (6-0)

No one appeared in support of or in opposition to this matter.

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the *Zoning Map Amendment* for 42.31 acres N/S Padgett Road, TMS# 22012-01-01.

50. ZONING MAP AMENDMENT - 1400 Huger Street, TMS# 09009-11-04 – *First reading consideration of this matter was deferred.*

Council District:	2
Proposal:	Request to rezone the parcel from C-1, -DD to M-1, -DD
Applicant:	Brad Wolfe, 908 Group Holdings, LLC
Staff Recommendation:	Denial
PC Recommendation:	02/05/2018; Approval (7-2)

Mr. Brad Wolfe, Applicant said I am seeking rezoning to allow me to build a higher density student housing and partially market rate component project. We have 1328 Huger Street, which is zoned M-1 and 1400 Huger Street has C-1. Currently, by right we can build a 486 bed apartment project, but we prefer to get the rezoning to increase the size to a 650 bedroom project, which would give us the financial flexibility to include a big list of compromises and combat the building requirements that we've been working on with the Vista Guild and the Vista Neighborhood Association. The planning staff recommended that this not be rezoned to M-1 due to potential industrial uses. We stated to the Planning Commission that industrial uses were not financially feasible and we were planning to build apartments and the Planning Commission voted seven to two to recommend approval. We've been working collaboratively to make this project compatible with the Vista and the City of Columbia. We provided a letter of good faith to the Vista Guild and the Vista Neighborhood Association agreeing to a list of compromises and concessions. We weren't able to reach an agreement with the neighborhood or the City, because there isn't a mechanism for the City to hold us to it. If we get this rezoning we are going to include sidewalk and streetscape improvements, exterior façade improvements, overnight and full-time security, connecting Huger Street to the Lady Street sidewalks, and unit mix diversification.

Mr. David Hilburn appeared in opposition to the matter. This is not the right place for student housing. It's not about the number of beds. I've watched Huger Street become more and more busy. There is no way to protect the students on Huger Street. There has to be a better plan and a heathier way to use this piece of property. It will be a dead zone between May 15th and August 15th. What is that going to do to the Vista? We've made the Vista a destination and the spike doesn't seem appropriate; businesses won't survive on a spike level. This is a great piece of property, but this is not the place for student housing.

Mr. Jim Fenner appeared in opposition to the matter. As a parent of four children who have attended the University South Carolina I know that students take the path of least resistance. They may not go onto Huger Street to get to the campus. They may try to go on Pulaski Street, which is a very narrow and winding street. Then they will have to cross Gervais Street. It's too far for a lot of college students to walk.

DRAFT

Ms. Debra Rowe appeared in opposition to the matter. Since relocating here we have worked to become a part of the community. We realized when we moved there that development would be around us. Growth for growth sakes is dangerous, because you run the risk of destroying the integrity of the neighborhood and the district. This project is not smart growth. It threatens the property values of our complex and potential development on the Kline and SCE&G property. High concentration of students in a complex that is basically a private dorm is not conducive to the lifestyle and allure of the Vista. Experience with a large concentration of students shows an increase in littering, excessive noise, late night escapades, and an increase in crime. The current zoning will allow the developer a minimum of 484 beds with 363 parking spaces. The rezoning would up that to 650 students with 488 parking spaces. The prospect of having 650 students at this location that does not have adequate infrastructure to support that high concentration is frightening. Pulaski Street is a narrow two lane road with no street parking beyond 1318 Pulaski Street. Putting 500 to 600 more cars on Pulaski would create safety issues. There's already pedestrian traffic from Hampton Street to Lady Street with no sidewalks. There's no additional room for street parking and this project will require more parking for the tenants than is promised by the developer. Vehicular traffic will increase significantly on Lady Street. We don't need the Vista to become a student mecca like Five Points. This is a pivotal project; please don't sacrifice the allure of the Vista for short-term gain. Protect the integrity of the Vista through the continued support of the City's plan and reject this rezoning request.

Mr. Bart Walrath appeared before Council in opposition to the matter. Arsenal Hill and the Vista do not want 1400 Huger rezoned. We'd like to see it off the table so we can work with 908 [Group Holdings] on an option that doesn't require rezoning. The student housing bubble is ready to burst in Columbia. The demand is decreasing. The USC and nationwide enrollment is leveling off. An increasing number of students are opting for online education and two-year degrees versus four-year degrees. Capacity has increased to over 2,800 beds in the last three years since the Hub with 770 more in the pipeline. USC has approved 3,700 to be built on the south campus. Occupancy rates are 36% to 100% and proximity to campus is the primary driver. The Station at Five Points, which is three blocks closer to USC than the proposed dormitory is now less than 75% occupied for the coming school year. Approved projects have been delayed or canceled. What if the project is not built? If it's built and goes belly-up, the units will be difficult to repurpose. Please deny the zoning change and do it right the first time.

DRAFT

Mr. Rick Rowe, President of the Vista Neighborhood Association and member of the Vista Guild appeared in opposition to the matter. We moved to the Vista in 2006. We enjoy the neighborhood, the art atmosphere, and the ability to walk. One of my daily routines was to pick up trash on Lady Street, because little was done on the west end of Lady and Gervais. That has changed in 2018 and I've been involved in seeing the change take place by working with neighbors, businesses, and organizations to see that we make improvements. Density in the Vista is of great concern to me. I like to see improvements and growth, but it needs to be density adjusted to the space. We need market rate and if adults and teenagers choose to live there, then so be it. I don't want to deal with trash, noise, and the associated problems. The Vista Neighborhood Association voted unanimously to oppose the zoning change for this property.

Mr. Jim Colwell, member of the Vista Neighborhood Association and the Vista Guild appeared before Council in opposition to the matter. As residents, we can't agree more that Columbia's time is now; it's a turning point. A few of us have met with the 908 Group, but not the entire neighborhood association. We are vested in the community, stable, and we are hospitality tax drivers. The County has given us an opportunity lost. The Vista generated $2 million in hospitality tax in 2017. That's three times the City Center and two times Five Points. We are not against development. This is just not right and we are asking you to deny the zoning. A representative of 908 said Columbia is middle market. We don't agree with that. If you build a large student dorm, you will end up with middle market. They are giving us a false dilemma. There are no compromises as we stand today. There is no convertibility down the road. We want you to deny the rezoning.

Ms. Maria Walrath appeared before the Council in opposition to the matter. High density student dorm style housing is not the right project for this location. It will negatively impact property values and my quality of life. The infrastructure to accommodate the student population is woefully inadequate. The project is inconsistent with the Vista's identity as Columbia's art and entertainment district. Student housing is located at Assembly and Pendleton and Pulaski and Greene. The heart of the Vista is becoming swallowed up by student housing. The Empire at Assembly and Pendleton will have 688 beds and Greene Street Crossing has 600. This project's application is for 725 beds. That's an increase of over 2,000 students in the area. This property is situated at a highly visible corridor. I believe that it is a prime piece of real estate. This is not smart growth and I respectfully request that you deny the application to rezone.

DRAFT

Mr. Steve Hinson appeared before Council in opposition to the matter. There is a disturbance in the neighborhood because they want to build up to 725 student housing beds. Think of how you would feel if someone built 725 beds next door to you. The neighborhood is against it. The staff is against it because it goes against the plan they worked so hard for. This is the entertainment and dining district for the residents and visitors. We don't want any student housing, but a compromise is to leave the zoning as is; go with the plan the City has setup; and we'll get student housing with 484 beds, instead of 650 or 725.

Mr. Jonathan Comison, President of the Arsenal Hill Neighborhood Association appeared before Council in opposition to the matter. I see residents and developers here, but I do not see students here begging you to approve the zoning change because they need more housing. Occupancy rates are low and they are falling. We got these numbers from USC. This isn't student apartments; these are dormitories that can't be rented as market rate apartments. What will happen when the bubble finishes bursting? What am I going to walk past when I am taking my child to the museum? It is not going to be a thriving community of students. We are invested in this community for the long haul. We know that 1400 Huger Street is an eyesore. I can't wait to see when it gets torn down. We are pro-development and we know some folks are interested in purchasing the land for a boutique hotel. I emailed you all signatures on a petition last weekend. Every one of the homeowners surrounding this development opposes this zoning change and with good reason. I'd ask you to bear that in mind while considering this motion.
Mr. Allen Amsler, President of McCrory Construction Company said we've been working with the 908 [Holdings] Group for the last six months. They are not going to build a project that we can't be proud of. I'm also the managing member of 521 Lady Street, which is an office building that we redeveloped three years ago. We are residents of the community. I can't think of too many business owners who would oppose this opportunity. We did the Park Place project at the corner of Blossom and Huger and they are at 100% occupancy. The Station in Five Points is 99% occupied with a 75% reservation rate as of February. This community needs construction jobs. We are a local company that brings in local subcontractors as well. They are going above and beyond to make improvements to the community. I hope you can support their request to rezone.

DRAFT

Mr. Joe Lockhart, resident of Renaissance Plaza appeared before the Council in opposition to the matter. I hope you've heard the voice of support for residents who believe in the Vista. You've heard the voices of people who believe in twenty years of remarkable development in the Vista. They are participants in this ongoing endeavor to build something bigger for this City. The students are an essential component to making Columbia successful. I would implore each of you to consider the thoughtful work behind those planning decisions that led to the current zoning paired with the passion and commitment you've heard tonight.

Mr. Brad Wolfe, Applicant said we have more work to do. I want to clarify that 650 beds is the maximum project size we can do with this rezoning. This is the best market. We will have more than enough parking onsite. We will have less financial flexibility with a smaller project. It's going to make it harder for us to add this list of compromises, but we still want to meet and discuss how we can add some compromises. This public hearing has been useful for us and we'd like to defer first reading until the next opportunity. We will schedule follow-up meetings.

Mayor Benjamin said you chatted with me and Councilman McDowell about this. If there is an opportunity for further discussion, we want it to happen. We've heard density concerns and concerns about what else might go there if the project wasn't successful. The data helps. Mr. McDowell and I will make ourselves available to see if there is a way to bridge the gap. It may be impossible, but it's worth having discussions with the Vista Neighborhood Association, Arsenal Hill, and the Vista Guild.

Mr. Kenzil Summey appeared before Council in opposition to the matter. I sit on my terrace and I've heard too many fender benders at the corner of Lady Street and Huger Street. I feel like I'm risking my life while trying to cross the street on my bicycle. If we add over 400 more cars in that area the accidents will increase. The existing roads, speed limits, and lack of lighting will cause more problems.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to defer first reading of the *Zoning Map Amendment* for 1400 Huger Street, TMS# 09009-11-04 until June 5, 2018.

Council closed the Zoning Public Hearing at 8:23 p.m.

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 15, 2018

APPEARANCE OF THE PUBLIC

Mr. Jordan Myers appeared before the Council to express concerns about rising crime. My challenge to you is to stay on top of the Human Resources Department and Ban the Box. Since I came here in 2015, I've seen more jobs come to the City, but my peers are being cast out of the workforce for mistakes they made years ago. Anytime resources are limited, there is always going to be mayhem. Is the fidelity bond being used to its fullest potential? As of March, over 17,000 people in Columbia were unemployed. A lot of those people are in my peer group, and are predominantly male. I am asking you to push Ban the Box by educating the people in your district on the importance of the initiative and how to fix the economics around the community.

Mayor Benjamin said we Ban the Box in the City of Columbia so that folks would have second chance opportunities; working and opening up doors to other opportunities. I agree that if you give people the opportunity to earn a good living it affects everything around you. It affects crime. I couldn't agree more and we support that mission inside the City and with the people we deal with on a regular basis. If you think of ways we can deal with private and public sector entities, we'd love your support. We will be spending more time talking specifically about construction jobs and ways in which we can get more opportunities for everybody in the community.

Councilor Davis said I understand what you are saying. We plan to have conservations about growth and who participates. I suggest that you stay in touch with all of us as we move forward. The bottom line is decent livable wages and jobs that will help you gain more skills and training. We need to find ways to have conversations with you and the peers you are talking about.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 8:30 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Governmental Affairs / Special Projects**

FROM: ***Whanna Bouknight, Administrator***

SUBJECT: **Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to the Kyle Michel Law Firm, LLC in an amount not to exceed $72,000.00. This firm is located in Columbia, SC.**

FINANCIAL IMPACT: **Funding Source:1011103-638300. The original budgeted amount is $72,000.00.**

ORIGINAL BUDGET: **$72,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

The Budget for the performance of services described in the Agreement will be seventy-two thousand dollars ($72,000), payable in monthly increments of six thousand dollars ($6,000). Beginning July 1, 2018 - June 30, 2019.

ATTACHMENTS:

- **#a:** 2018_Lobbying Contract - Kyle Michel (PDF)

STATE OF SOUTH CAROLINA)
) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this _____ day of July, 2018, between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Kyle Michel Law Firm, LLC (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor.

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

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor 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 Contractor 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 Contractor determines is most effective and efficient without any City control over the details of Contractor's performance.

3. METHOD OF PAYMENT

____ A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix B, Budget, attached hereto.

____ B. Payment shall be made for work performed every four weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor 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 Contractor shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

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

7. AMENDMENTS

The parties may amend this Contract at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Appendix A, Scope of Services, Appendix B, Budget or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

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

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

9. INDEPENDENT CONTRACTOR

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

10. TERMINATION OF CONTRACT FOR CAUSE

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

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

11. TERMINATION FOR CONVENIENCE OF THE CITY

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

12. INTEREST OF CONTRACTOR

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

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

13. EQUAL EMPLOYMENT OPPORTUNITY

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

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

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

15. COMPLIANCE WITH LOCAL LAWS

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

16. PERSONNEL

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

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

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

WITNESSES AS TO CITY: CITY OF COLUMBIA

_____ BY: _____

_____ TITLE: _____

WITNESSES AS TO CONTRACTOR: CONTRACTOR

_____ BY: _____

_____ TITLE: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix A

Scope of Services

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

1. Leading the state legislative monitoring process, including reviewing all legislation introduced and identifying legislation that could impact the City;
2. Researching and analyzing identified legislation and bringing such legislation to the City Manager's attention for discussion of how the City would like to address the legislation;
3. Providing legislative strategy and advice to the City Manager on identified priority legislative items;
4. During session, providing the City Manager a weekly written legislative report on the status of all legislation monitored by the City for distribution to City staff;
5. Working with City staff to manage the process for presenting state issues to City Council members and staff, and managing how feedback from Council and staff is received and acted upon;
6. Maintaining a regular presence at the Statehouse during session to communicate with legislators on an ongoing basis the City's positions on priority legislation;
7. Preparing information and advocacy materials for legislators, in coordination with the City Manager and staff, and disseminating such information at the City's direction;
8. Working with the Municipal Association of South Carolina to advance positions of priority to the City at the Statehouse;
9. Providing a pre-session report to City Council on issues expected to be address and proposing City positions for Council members to discuss take action on;
10. Providing a post-session report to City Council that shows accomplishments during session and final disposition of priority City issues;
11. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
12. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
13. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;

14. Assisting the City Manager in addressing state government matters that need to be addressed at the request of City Council members, City staff, or state government officials;
15. Attending City Council meetings to report on state government issues, as requested.

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

Contractor will register as a lobbyist with the South Carolina State Ethics Commission ("Ethics Commission") for the City and the City will register as a lobbyist principal for the Contractor. Contractor will manage the registration and reporting process for itself and the City. The City will approve all reports filed by Contractor on its behalf at the Ethics Commission.

Time of Performance

This Agreement covers work performed by Contractor for the City between July 1, 2018 and June 30, 2019.

Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix B

The Budget for the performance of services described in the Agreement will be seventy-two thousand dollars ($72,000), payable in monthly increments of six thousand dollars ($6,000).

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

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

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

1. EngenuitySC

2. Historic Columbia Foundation

3. IT-oLogy

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Governmental Affairs / Special Projects**

FROM: ***Whanna Bouknight, Administrator***

SUBJECT: **Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to the CapitalEdge Strategies, Inc. in the amount of $78,750.00 plus reimbursable expenses up to $5,000 for a total amount not to exceed $83,750.00. This firm is located in Washington, DC.**

FINANCIAL IMPACT: **Funding Source:1011103-638300. The original budgeted amount is $83,750.00.**

ORIGINAL BUDGET: **$83,750.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Federal Lobbying Service -The cost of service will be $78,750.00 for twelve months payable in advance in equal monthly installments of $6,526.50 commencing July 1, 2018 or upon City Council approval of this contract, whichever is later. In addition, a maximum of $5,000.00 is allowed for reimbursable expenses incurred.

ATTACHMENTS:

- **#a:** 2018 CapitalEdge Contract (PDF)

STATE OF SOUTH CAROLINA) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this 1st day of July 2018 between The City of Columbia (hereinafter called the "City") and CapitalEdge Strategies, LLC (hereinafter called the "Professional").

W I T N E S S E T H:

WHEREAS, the City desires to retain the services of the Professional;

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

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the Professional and the Professional hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional 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 service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix A.

B. Payment shall be made as follows: $78,750.00; Payable in monthly installments of $6,562.50.00 thru June 30, 2019, plus reimbursable expenses not to exceed $5,000.00.

C. Final payment will be made as follows: The last payment will be made during the month of June 2019 representing services for that month.

D. Periodic payments and final payment shall be made as prescribed in Appendix A.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional 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 Professional shall make available for examination all of its records with respect to all matters covered by this Contract for the purpose to audit, examine, accept and transcribe from such records, and to make audit of contracts, invoices, materials, payrolls, record of personnel, conditions of employment and other data relating to all matters covered by this Contract to the City of Columbia. All such records shall be maintained on file by the Professional, for a period not to exceed three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

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

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 organizations, and approved, where applicable, by the City's governing body.

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

8. ASSIGNABILITY/SUBCONTRACTING

The Professional 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 Professional shall be as fully responsible to the City for the acts and omission of his sub-professionals, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all

information and reports required hereunder and will permit access to its books, records and accounts by the City.

9. INDEPENDENT CONTRACTOR

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 professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

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

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

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional of such termination and specifying the effective date thereof, at least sixty (60) 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. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The Professional shall maintain commercial liability insurance at all times during the

performance of this Contract. Insurance shall be maintained in the aggregate amount of $1 Million Dollars. The City of Columbia shall be named as an additional insured on the insurance policy, and a certificate reflecting same shall be filed with the City Manager's office.

13. INTEREST OF PROFESSIONAL

The Professional covenants that he 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 of Columbia. The Professional further covenants that in the performance of this Contract no person having such interest shall be employed.

The Professional 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 Professional 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.

14. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional 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 Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Professional will incorporate requirements in all subcontracts for program work.

15. 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.

16. COMPLIANCE WITH LOCAL LAWS

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

17. PERSONNEL

All of the services required hereunder shall be performed by the Professional 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 Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

_____

_____

CITY OF COLUMBIA

By: _____
Teresa Wilson
Its: City Manager

WITNESSES AS TO PROFESSIONAL:

_____

_____

Federal ID NO.: 27-0248027

CAPITALEDGE STRATEGIES, LLC

By: _____
Ralph Garboushian
Its: Managing Member

APPROVED AS TO FORM
Legal Department City of Columbia, SC

APPENDIX A

AGREEMENT
BETWEEN THE CITY OF COLUMBIA
AND
CAPITALEDGE STRATEGIES, INC.
1212 NEW YORK AVENUE, NW - SUITE 250
WASHINGTON, DC 20005

The Professional, Ralph Garboushian, shall perform the contract activities from July 1, 2018 to June 30, 2019 as outlined below and will be compensated according to the payment schedule below. Total compensation will not exceed $78,750.00 for 12 months plus reimbursable expenses not to exceed $5,000.00. Total contract cost shall not exceed $83,750.00.

Scope of Services

A. Professional will organize and operate a Washington office for the City and will operate as the City's Washington Assistant under the supervision of the City Manager. In this capacity the Professional will undertake the following tasks on an ongoing basis:

1. Operate a unit to act as a Washington Office for the City. Professional will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, secretarial services, common-use office supplies and services, and general administrative support;

2. Confer with the City Manager and such other personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager on all organizational planning and program activities which have a bearing on the ability of the City to make the best use of federal aid programs; and act as a Washington Assistant to the City of Columbia;

3. Review federal executive proposals; legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on her initiative of those items which may have a bearing on City policy or programs;

4. Advise and consult on behalf of the City with the White House and the following federal agencies or departments, Commerce, SBA, Treasury, HUD, DOD, Labor, HHS, OMB, DOT, EPA, Interior, Justice, DOE and such other agencies, departments and commissions as may be necessary to the performance of full Washington service to the City Manager and the City. Additionally, the Professional will act as a liaison with the U.S. Conference of Mayors and the National League of Cities, and will furnish legislative and

administrative analyses of issues involving any and all of the above enumerated agencies and departments;

5. Secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;

B. The City of Columbia and the Professional concur that the following exclusions shall apply to this Agreement. The Professional:

1. Will not represent commercial or industrial establishments of the City in pursuit of federal business;

2. Will not, by virtue of this Agreement, represent other local government agencies in Columbia except those which are instrumentalities or agencies of the City of Columbia;

3. Will not perform any legal, engineering, accounting or other similar professional service;

4. Will not directly or indirectly participate in or intervene in any local political campaign on behalf of or in opposition to any local candidate for public office in the City.

Note: The cost of service will be $78,750.00 for twelve months payable in advance in equal monthly installments of $6,526.50 commencing July 1, 2018 or upon City Council approval of this contract, whichever is later. In addition, a maximum of $5,000.00 is allowed for reimbursable expenses incurred.

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Council is asked to approve a Memorandum of Understanding for Indigent Defense in Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of $100,000.00.**

FINANCIAL IMPACT: **Funding Source: 1018404 638522. The original budgeted amount is $100,000.00.**

ORIGINAL BUDGET: **$100,000**

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** RC Public Defender Agreement 2018-2019 (PDF)

MEMORANDUM OF UNDERSTANDING

PARTIES: This agreement sets forth the understanding between the City of Columbia ("City") and the Fifth Circuit Public Defender ("Public Defender") regarding representation of indigent defendants in the Municipal Court for the City of Columbia.

BACKGROUND: The parties understand the constitutionally mandated requirement that persons who face the possibility of incarceration if convicted of a crime in Municipal Court, and who are unable to afford to hire an attorney, are entitled to the appointment of counsel.

The parties understand that Proviso 61.12 of the 2017 – 2018 Appropriations Act for the State of South Carolina requires:

> **61.12.** (INDEF: Optional Courts and Indigent Representation) If a municipality has or elects to have an optional municipal court system, it must provide adequate funds for representation of indigents. No public defender shall be appointed in any such court unless the municipality and the office of the circuit public defender have reached an agreement for indigent representation and no funds allocated to the commission shall be used to provide compensation for appointed counsel in municipal courts.

PURPOSE: The City desires to have the Public Defender provide the representation referenced in Proviso 61.12. Public Defender desires to undertake providing this representation.

COMPENSATION: The City agrees that it will pay the Public Defender the sum of $100,000.00 per fiscal year (July 1 to June 30), payable, upon receipt of a bill for these services from the Public Defender, in equal quarterly installments of $25,000.00 due on the first of the month in January, April, July, and October. The first such payment per this Memorandum will be due July 1, 2018, and subsequent payments will be due October 1, 2018, January 1, 2019, and April 1, 2019.

SERVICES: The Public Defender agrees that it will provide two (2) attorneys to represent individuals charged with summary court offenses in the Municipal Court of the City. These attorneys will have no other duty than representing individuals in the Municipal Court of the City. Appointment must still be accomplished only after indigence screening, and approval pursuant to the provisions of Rule 602, SCACR. Should a conflict arise in the representation of a client, the Public Defender is responsible for obtaining substitute counsel.

RENEWAL: To remain in effect this agreement must be renewed by the parties annually. Renewal must be accomplished by May 1st each year so that the parties may make other arrangements for services and personnel in time for the new fiscal year which begins July 1st.

TERMINATION: This agreement will terminate if it is not renewed by the last date of the term of the agreement. Additionally, either party may terminate this agreement by providing 90 days written notice of termination to the other party.

DUTIES UPON TERMINATION: The parties understand that upon termination of this agreement, City will be solely responsible for providing Indigent Defense services for summary court offenses in the Municipal Court of the City per the terms of Proviso 61.12. The parties further understand that upon termination of this agreement Public Defender will be responsible for continuing representation through the conclusion of the matter on all cases to which it was appointed prior to the termination of this agreement.

SCOPE OF AGREEMENT: This document represents the entire agreement between the parties. It may be amended by subsequent written agreement between the parties.

WITNESSES:

_____

_____

E. Fielding Pringle
Circuit Public Defender
Fifth Judicial Circuit

Date: _____

_____

_____

Teresa B. Wilson
City Manager
City of Columbia

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Council is asked to approve a Municipal Pole Use Agreement between the City of Columbia and ExteNet Systems, Inc. for the location, placement, attachment, installation, operation, control, and maintenance of equipment in or on municipal facilities for the purposes of operating the network and providing services.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** ExteNet -Power Pole Use Agreement(PDF)

MUNICIPAL POLE USE AGREEMENT

THIS MUNICIPAL POLE USE AGREEMENT (this "Use Agreement") entered into by and between the CITY OF COLUMBIA, a City under the State of South Carolina (the "City"), and ExteNet Systems, Inc.("Company").

RECITALS

A. Company owns, constructs, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the Public Service Commission of South Carolina, a fiber-based telecommunications Network or Networks (as defined below) serving Company's customers and utilizing microcellular optical conversion Equipment (as defined below) certified by the Federal Communications Commission.

B. The City owns, operates and maintains Municipal Facilities (as defined below) in the Public Way (as defined below).

C. For purpose of operating the Network, Company wishes to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way on the Municipal Facilities.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Use Agreement:

1.1 *Equipment.* "Equipment" means the optical converters, power amplifiers, radios, multiplexers, microcells, remote radio units, antennas, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment, whether referred to singly or collectively, to be installed, owned and/or operated by Company hereunder.

1.2 *Fee.* "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).

1.3 *ILEC.* "ILEC" means the Incumbent Local Exchange Carrier that provides basic telephone services, among other telecommunications services, to the residents of the City.

1.4 *Installation Date.* "Installation Date" shall mean the date that the first Equipment is installed by Company pursuant to this Use Agreement.

1.5 *Laws.* "Laws" means any and all applicable and lawful statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.

1.6 *Municipal Facilities.* "Municipal Facilities" means City-owned electric utility poles, streetlight poles, lighting fixtures, or traffic signal poles located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.7 *Network.* "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical networks operated by Company to serve its wireless carrier customers in the City.

1.8 *Public Way.* "Public Way" means the space in, upon, above, below, along, across, and over the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

1.9 *Services.* "Services" means the RF transmission, reception, transport of signals carrying voice and data communications, and other telecommunications services provided through the Network by Company to its customers and/or individual case-by-case basis agreements with customers authorized and regulated by relevant state or federal law.

2. TERM. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement shall be renewed automatically for three (3) successive terms of five (5) years each on the same terms and conditions as set forth herein, unless Company notifies the City of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.

3. SCOPE OF USE AGREEMENT. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in Company a real property interest in land or any Municipal Facility, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the City except that it is agreed that no zoning or planning board permit, variance, conditional use permit or site plan permit, or their equivalent under the City's ordinances, codes or laws, shall be required for the installation of Company's Equipment installed on Municipal Facilities, unless such a process has been required for the placement of all communications facilities and equipment in the Public Way by all other telecommunications providers, including but not limited to the ILEC and local cable provider(s). Company in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all Municipal Facilities or other utilities allowed to attach to such facilities. Company shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.

3.1 *Attachment to Municipal Facilities*. The City hereby authorizes and permits Company to enter upon the Public Way in order to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services. On a case-by-case basis subject to City approval in its sole discretion, subject to the provisions of § 4.3 below and sufficient available excess electrical power to do so, Company shall have the right to draw electricity for the operation of the Equipment from the power source associated with each such attachment to Municipal Facilities. A denial of an application for the attachment of Equipment to Municipal Facilities can be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Company's Equipment if the Equipment proposed for such application does not substantially conform to one of the approved configurations and the Equipment specifications set forth in Exhibit A attached hereto and incorporated herein by reference.

4. COMPENSATION; UTILITY CHARGES. Company shall be solely responsible for the payment of all lawful Fees in connection with Company's performance under this Use Agreement, including those set forth below.

4.1. *Annual Fee.* In order to compensate the City for Company's use of Municipal Facilities, Company shall pay to the City an annual fee (the "Annual Fee") in the amount equal to Three Hundred and No/100 ($300.00) Dollars for the use of each Municipal Facility upon which Equipment has been installed pursuant to this Use Agreement. The aggregate Annual Fee with respect to each year of the term shall be an amount equal to the number of Equipment installed on Municipal Facilities during the preceding twelve (12) months multiplied by the Annual Fee, prorated as appropriate. All Fees payable pursuant to this Section 4 shall be paid annually in advance no later than January 31st of each year, and shall be based on the total Fees due for all Equipment, Attachments, and/or Node Poles occupying City ROW and/or Facilities as of December 31st of the previous year. Initial Fees for all new Equipment, Attachments, and/or Node Poles placed on City ROW and/or Facilities shall be paid in advance and due within 30 days of the date on which construction of the Equipment, Attachments, and/or Node Poles is completed (the "Commencement Date"). For the purpose of calculating the Annual Fee remittance, all Equipment attached by Company to one Municipal Facility shall constitute one installation and therefore a single use of a Municipal Facility. The City represents and covenants that the City owns all Municipal Facilities for the use of which it is collecting from Company the Annual Fee pursuant to this § 4.1.

4.2 *Accounting Matters.* Company shall keep accurate books of account at its administrative office in Lisle, IL or such other location of its choosing for the purpose of determining the amounts due to the City under § 4.1 above. The City may inspect Company's books of account relative to the City at any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of

payments due under § 4.1 above. The City agrees to hold in confidence any non-public information it learns from Company to the fullest extent permitted by Law.

4.3 *Electricity Charges.* For all electrical power obtained from third party providers, Company shall be solely responsible for the payment of all electrical utility charges to the applicable utility provider based upon the Equipment' usage of electricity and applicable tariffs.

5. CONSTRUCTION. Company shall comply with all applicable federal, State, and City codes, specifications, and requirements, if any, related to the construction, installation, operation, maintenance, and control of Company's Equipment installed on Municipal Facilities in the City. Company shall not attach, install, maintain, or operate any Equipment in or on Municipal Facilities without the prior approval of the City for each location.

5.1 *Obtaining Required Permits.* If the attachment, installation, operation, maintenance, or location of the Equipment on the Municipal Facilities shall require any permits, Company shall, if required under applicable City ordinances, apply for the appropriate permits and pay any standard and customary permit fees, so long as the permit fees and process that the City requests of Company are functionally equivalent to the fees and the process that are applied to the ILEC and/or the cable provider(s).

5.2 *Location of Equipment.* After approval and upon the completion of installation, Company promptly shall furnish to the City a pole list showing the exact location of the Equipment on the Municipal Facilities. Additional installations during the term of this Use Agreement shall be approved and installed in accordance with this Use Agreement.

5.3 *Relocation and Displacement of Equipment.* Company understands and acknowledges that the City may require Company to relocate one or more of its Equipment installations. Company shall at the City's direction relocate such Equipment at Company's sole cost and expense, whenever the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Equipment is interfering with or adversely affecting proper operation of any Municipal Facilities, or other equipment in the Public Way; or (c) to protect or preserve the public health or safety. In any such case, the City shall use its best efforts to afford Company a reasonably equivalent alternate location. If Company shall fail to relocate any Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, the City shall be entitled to relocate the Equipment at Company's sole cost and expense, without further notice to Company. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform Company of the displacement or removal of any pole on which any Equipment is located. If, at any time during the Term, The City determines that utility facilities will be placed underground in an area including any Municipal Facilities upon which Company has installed Equipment, Company and the City will cooperate in good faith on the design and installation, at Company's costs, of suitable replacement facilities, including Decorative Streetlight Poles.

5.4 *Relocations at Company's Request.* In the event Company desires to relocate any Equipment from one Municipal Facility to another, Company shall so advise the City. The City will use its best efforts to accommodate Company by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

5.5 *Damage to Public Way.* Whenever the removal or relocation of Equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause the Municipal Facilities to be damaged, Company, at its sole cost and expense, shall promptly repair and return the Public Way and Municipal Facilities in and on which the Equipment are located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Company does not repair the site as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the proposed costs to be incurred or the actual costs incurred by the City at the City's standard rates. Upon the receipt of a demand for payment by the City, Company shall promptly reimburse the City for such costs.

6. INDEMNIFICATION AND WAIVER. Company agrees to indemnify, defend, protect, and hold harmless the City, its elected officials, council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from

Company's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City.

6.1 *Waiver of Claims.* Company waives any and all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City.

6.2 *Limitation of Liability.* The City shall be liable only for the cost of repair to damaged Equipment arising from the negligence or willful misconduct of the City, its employees, agents, or contractors. In no event shall either party be liable for indirect or consequential damages.

7. INSURANCE. Company shall obtain and maintain at all times during the term of this Use Agreement (i) Commercial General Liability insurance with per occurrence and combined single limits of liability for claims of bodily injury, personal injury and property damage of $1,000,000. The Commercial General Liability policy shall contain a general policy aggregate limit of $2,000,000 and, a products and completed operations policy aggregate limit of $2,000,000. (ii) Commercial Automobile Liability insurance with a combined single limit of liability per accident of $1,000,000 covering both property damage and bodily injury. The Commercial General Liability insurance policy shall name the City, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Company's performance of work under this Use Agreement. The Commercial General Liability coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance must be replaced if canceled. The per occurrence and aggregate policy limits required shall not be reduced until the City has received at least thirty (30) days' prior written notice from Company. Additionally, Company shall be required to provide written notice to the City of any cancellation of the required policies within 5 business days' of its receipt of any notice of this type.

7.1 *Filing of Certificates and Endorsements.* Prior to the commencement of any work pursuant to this Use Agreement, Company shall file with the City the required original certificate(s) of insurance with endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that Company's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) that Company's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.

The certificate(s) of insurance with endorsements and notices shall be mailed to the City at the address specified in § 8 below.

7.2 *Workers' Compensation Insurance.* Company shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) and shall furnish the City with a certificate showing proof of such coverage.

7.3 *Insurer Criteria.* Any insurance provider of Company shall be admitted and authorized to do business in the state in which the City if located and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of $500,000,000 to $750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

7.4 *Severability of Interest.* Any insurance policy deductibles or self-insured retentions shall be the responsibility of Company. The City shall have no responsibility to pay or reimburse either. Any self-insured retention shall be listed on the certificate of insurance and be subject to approval by the City, which will not be unreasonably withheld. The Commercial General Liability and Automobile Liability policies shall each contain a severability of interest or separation of insureds clause such that the insurance applies to each insured as if they were the only insured and separately to each insured against whom a claim is made, except for insurance policy limits.

8. NOTICES. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

As to City:	As to Company:
City of Columbia Attention: City Manager Post Office Box 147 Columbia, SC 29217	CFO ExteNet Systems, Inc. 3030 Warrenville Road, Suite 340 Lisle, IL 60532

8.1 *Date of Notices; Changing Notice Address.* Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

9. TERMINATION. This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty five (45) days of receipt of written notice of default (or, if such default is not curable within forty five (45) days, if the defaulting party fails to commence such cure within forty five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

10. ASSIGNMENT. This Use Agreement shall not be assigned by Company without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Company to a parent, subsidiary, or other affiliate of Company or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Company's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that Company reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of Company immediately prior to the transfer; (ii) any such transferee assumes all of Company's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with Company's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Network. Company shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth with specifically in such Exempted Transfer Notice the reasons why Company believes the Exempted Transfer Criteria have been satisfied. The City shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that Company gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from Company any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City gives Company notice in writing of the additional information the City requires within fifteen (15) days after the City's receipt of the original Exempted Transfer Notice. If the City fails to act upon Company's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City that Company has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

11. MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

11.1 *Nonexclusive Use.* Company understands that this Use Agreement does not provide Company with exclusive use of any Municipal Facility and that the City shall have the right to permit other providers of communications services to install equipment or devices on Municipal Facilities. The City

agrees promptly to notify Company of the receipt of a proposal for the installation of communications equipment or devices on Municipal Facilities. In addition, the City agrees to advise other providers of communications services of the presence or planned deployment of the Equipment on Municipal Facilities.

11.2 *Waiver of Breach.* The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

11.3 *Severability of Provisions.* If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

11.4 *Contacting Company.* Company shall be available to the staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The City may contact by telephone the network operations center operator at telephone number (866) 892-5327 regarding such problems or complaints.

11.5 *Governing Law; Jurisdiction.* This Use Agreement shall be governed and construed by and in accordance with the laws of the State of South Carolina, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state or federal courts in Richland County, South Carolina.

11.6 *Consent Criteria.* In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

11.7 *Representations and Warranties.* Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

11.8 *Amendment of Use Agreement.* This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

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

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement effective as of the last date of signature hereinbelow.

Witnesses:

_____

_____

EXTENET SYSTEMS, INC.

BY: _____
Name: _____
Title: _____
Date: _____

_____

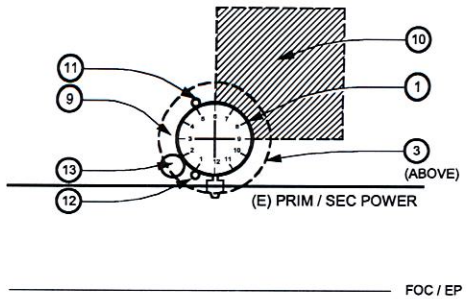
_____

CITY OF COLUMBIA

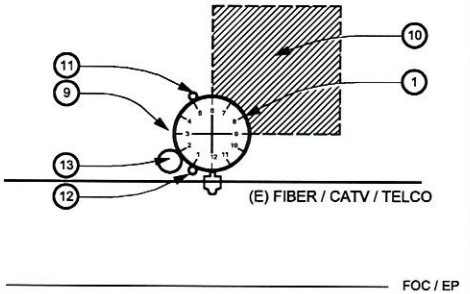
BY: _____
Teresa B. Wilson
Title: City Manager
Date: _____

APPROVED AS TO FORM

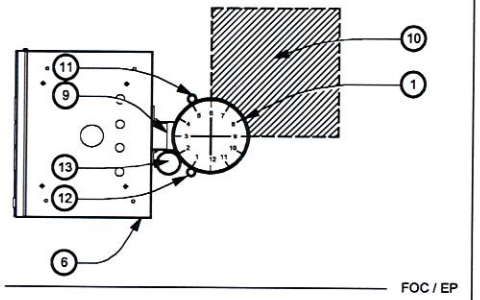
Legal Department City of Columbia, SC



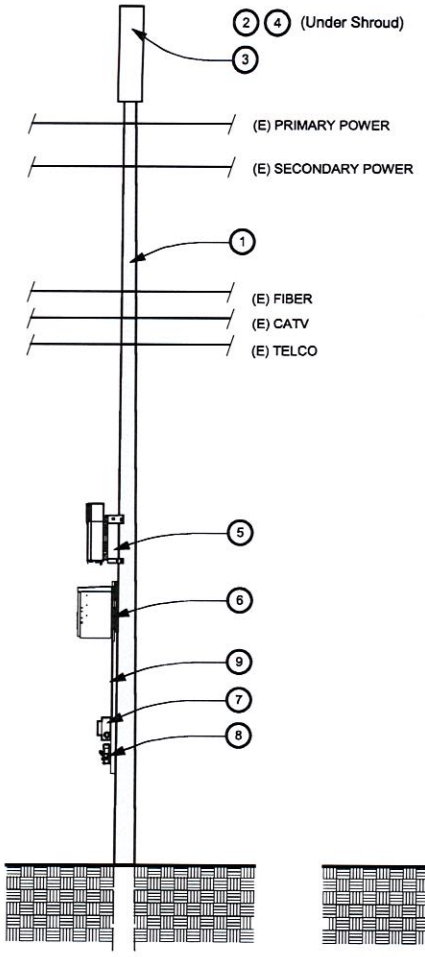
3 **Power Space Plan**
NTS



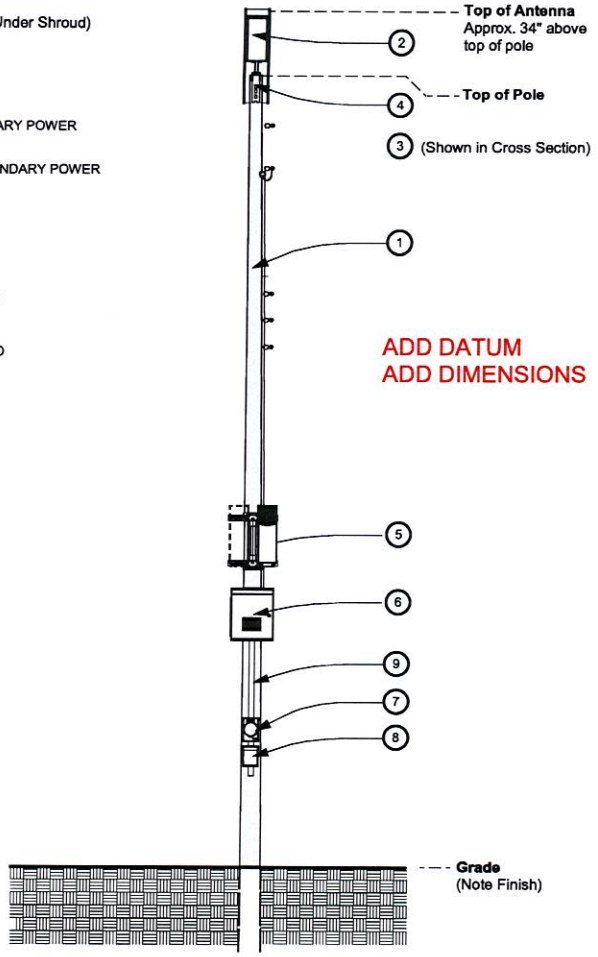
4 **Communication Space Plan**
NTS



5 **Equipment Space Plan**
NTS



1 **Existing Field Side Elevation**
3/16"=1'-0"



2 **Existing Side Elevation**
3/16"=1'-0"

0 2 4 6 8 10 FT

Sheet Notes

1. **WOOD POLE**
   SPECIFIED PER LOCAL STANDARDS
2. **ANTENNA (ANT-CM-001)**
   SMALL FORM POLE TOP UNIT
3. **ANTENNA SHROUD**
   CYLINDRICAL RF-TRANSPARENT COVER PAINTED TO MATCH POLE AS CLOSELY AS POSSIBLE
4. **POLE TOP BRACKET**
   PAINTED METAL SIM TO POLE COLOR
5. **REMOTE RADIOHEAD (RRH-AW-002)**
   RRH WITH BRACKET - SPECIFICATION TO BE CONFIRMED
6. **OPTIONAL UPS / BATTERY BACKUP (UPS-AL-003)**
   ALPHA UPS WITH BRACKET TO INTERFACE WITH POLE OR RAIL - SPECIFICATION TO BE CONFIRMED
7. **METER SOCKET (ELC-MS-001)**
8. **SERVICE DISCONNECT (ELC-ED-001)**
9. **MOUNTING CHANNEL**
10. **CLIMB SPACE**
11. **PROPOSED 1" GROUND**
    (SHOWN IN PLAN ONLY)
12. **PROPOSED 1" RISER**
    (SHOWN IN PLAN ONLY)
13. **PROPOSED POWER RISER**
    (SHOWN IN PLAN ONLY)

NOTE: THE FORMAT ABOVE IS TO BE MAINTAINED, INCLUDING COORDINATED REFERENCES TO THE EQUIPMENT PART NUMBER

Engineering Stamp

Permit Number

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Drawing Name

WOOD UTILITY POLE
Existing Conditions

Project	.		
Area	-	Paper Size	11X17
Name	-	Scale	as noted
-	-	Drawn By	GLK
		Issue Date	01.16.2013
File Name	EX201-202		

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ACCURACY
Any critical dimensions for fabrication of related components, installation, provision of required clearances or otherwise shall be confirmed with the actual equipment. The dimensions and drawings shown are for reference, but may vary from the actual fabricated component. Do not scale the drawings.

EX - 2.02

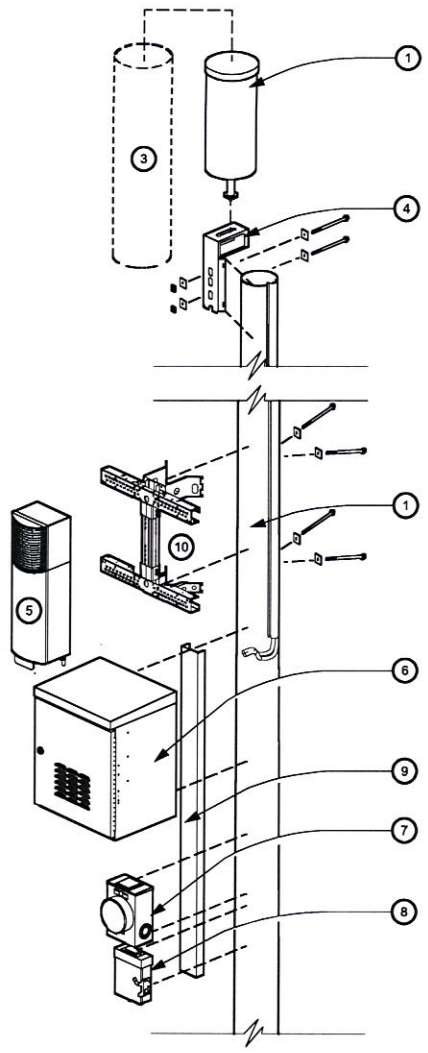
EXAMPLE / REFERENCE SET ONLY : NOT FOR CONSTRUCTION - SEE EX-0.01

3 **Detail**
NTS

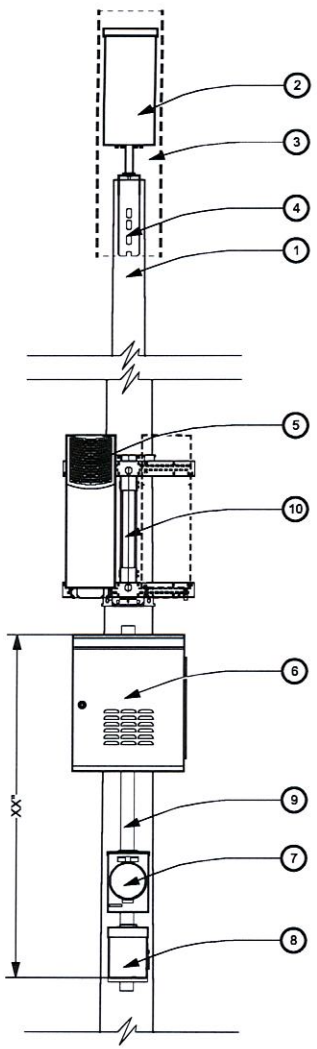
SPACE RESERVED FOR ADDITIONAL DETAILS IF NEEDED - ADDITIONAL DETAILS MAY INCLUDE:

- STANDOFF BRACKETS FOR CONDUIT
- CONDUIT RISER ASSEMBLIES (TYPICALLY A 3D VIEW)
- CONDUIT RISER CONFIGURATION (TYP. AN ELEVATION)
- RF WARNING SIGNAGE

4 **Detail**
NTS



1 **Antenna and Equipment Exploded Axonometric**
NTS



2 **Elevation / Layout Diagram**
NTS

Sheet Notes

1. **WOOD POLE**
   SPECIFIED PER LOCAL STANDARDS
2. **ANTENNA (ANT-CM-001)**
   SMALL FORM POLE TOP UNIT
3. **ANTENNA SHROUD**
   CYLINDRICAL RF-TRANSPARENT COVER PAINTED TO MATCH POLE AS CLOSELY AS POSSIBLE
   NOTE: PLANNING SETS SHOULD NOT INDICATE A SHROUD, BUT THE POSSIBLE INCLUSION OF A SHROUD IN THE SET IS TO BE A PART OF THE BASE SCOPE OF SERVICES
4. **POLE TOP BRACKET**
   PAINTED METAL SIM TO POLE COLOR
5. **REMOTE RADIOHEAD (RRH-AW-002)**
   RRH WITH BRACKET - SPECIFICATION TO BE CONFIRMED
6. **OPTIONAL UPS / BATTERY BACKUP (UPS-AL-003)**
   ALPHA UPS WITH BRACKET TO INTERFACE WITH POLE OR RAIL - SPECIFICATION TO BE CONFIRMED
7. **METER SOCKET (ELC-MS-001)**
8. **SERVICE DISCONNECT (ELC-ED-001)**
9. **MOUNTING CHANNEL**
10. **RRH MOUNTING BRACKET**
    NOTE: ADA UNIVERSAL MOUNTING BRACKET SHOWN - ACTUAL BRACKET MAY VARY - CONTRACTOR TO CONFIRM SELECTED BRACKET WORKS WITH SELECTED RRH AND APPROPRIATE EXPANSION OPTIONS ARE ANTICIPATED

NOTE: Minor components and cabling not shown for graphic clarity.

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Drawing Name
ANTENNA AND NODE EQUIPMENT MOUNTING

Project	.		
Area	-	Paper Size	11X17
Name	-	Scale	as noted
-	-	Drawn By	GLK
		Issue Date	01.16.2013
File Name	EX301-302		

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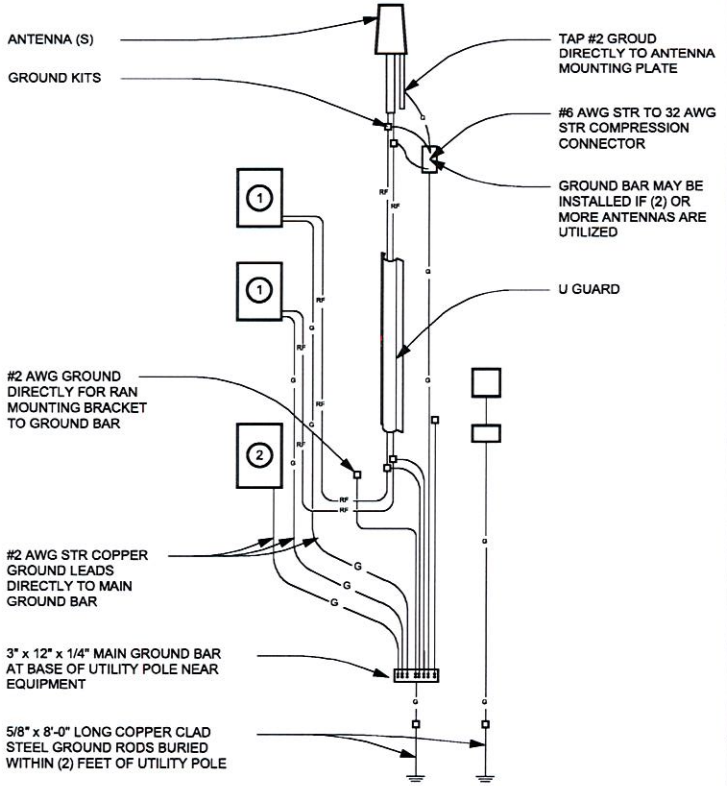
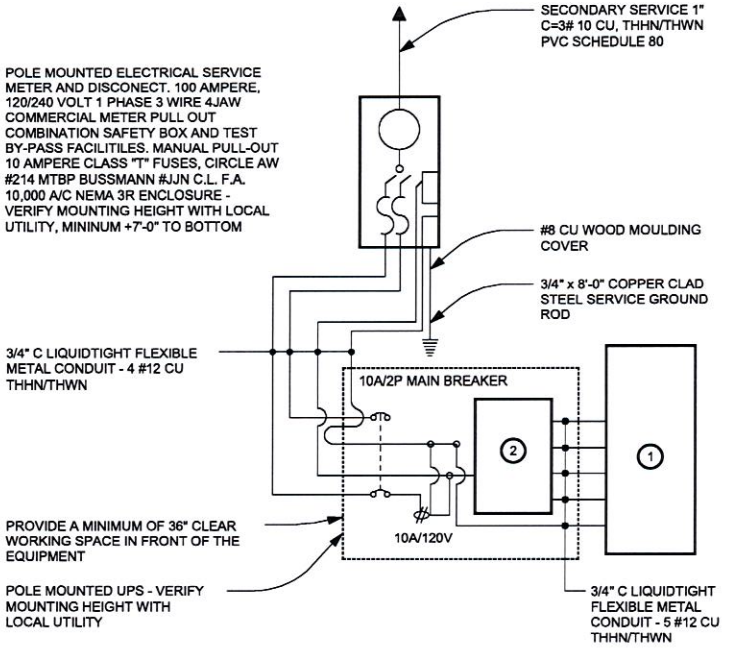
EX - 3.01

EXAMPLE / REFERENCE SET ONLY : NOT FOR CONSTRUCTION - SEE EX-0.01



1 Electrical and Grounding Diagram
NTS



2 Electric Service Diagram
NTS

Sheet Notes

1. **REMOTE RADIOHEAD**
   POLE MOUNTED - VERIFY MOUNTING HEIGHT WITH LOCAL UTILITY
   REFER TO XX-XX-XXXX
2. **UPS**
   POLE MOUNTED - VERIFY MOUNTING HEIGHT WITH LOCAL UTILITY
   REFER TO XX-XX-XXXX
   MAY BE OPTIONAL - CONFIRM WITH EXTENET

Engineering Stamp

Permit Number

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Drawing Name

ELECTRIC SERVICE AND GROUNDING DRAWINGS

Project	.		
Area	-	Paper Size	11x17
Name	-	Scale	as noted
-	-	Drawn By	GLK
		Issue Date	01.16.2013
File Name	EX301-302		

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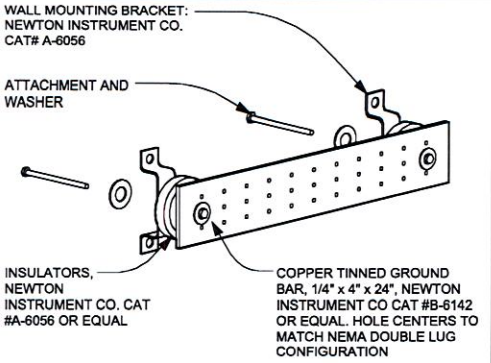
EX - 4.01

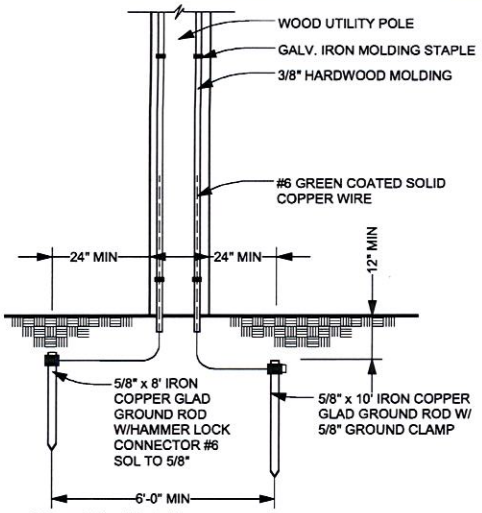
EXAMPLE / REFERENCE SET ONLY ; NOT FOR CONSTRUCTION - SEE EX-0.01



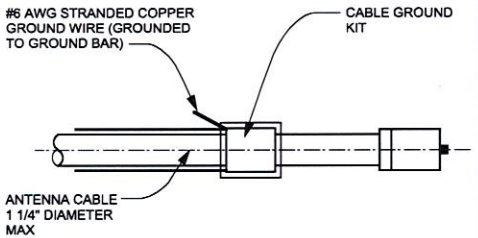
ATTACHMENT: 5/8"-11 x 1" H.H.C.S. BOLTS, NEWTON INSTRUMENT CO. CAT #3012-2 OR EQUAL

WASHER: 5/8" LOCKWASHERS NEWTON INSTRUMENT CO. CAT #3015-8 OR EQUAL

1 Ground Bar Detail
NTS



2 Ground Rod Detail
NTS



3 Antenna Cable Ground Kit
NTS

Sheet Notes

1. XXXX
   XXX XXXX

4 Detail
1" = 1'-0"

5 Detail
1" = 1'-0"

6 Detail
1" = 1'-0"

Engineering Stamp

Permit Number

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Drawing Name

ELECTRIC SERVICE AND GROUNDING DETAILS

Project	.		
Area	-	Paper Size	11x17
Name	-	Scale	as noted
-	-	Drawn By	GLK
		Issue Date	01.16.2013
File Name	EX301-302		

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ACCURACY
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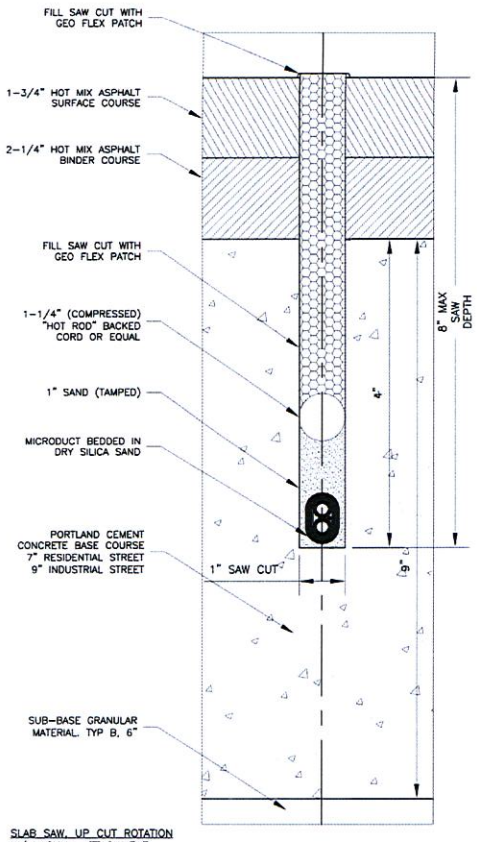
EX - 4.02

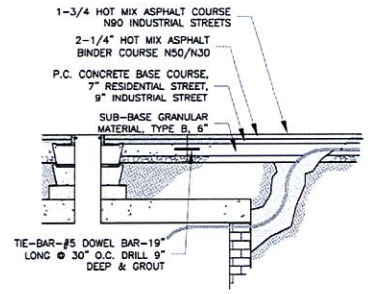
EXAMPLE / REFERENCE SET ONLY : NOT FOR CONSTRUCTION - SEE EX-0.01



SLAB SAW, UP CUT ROTATION
W/ VACUUM ATTACHMENT:

MICRO TRENCH KERF WILL BE CREATED USING A SELF PROPELLED POWER SAW WITH WATER COOLED DIAMOND TIPPED BLADES AND VACUUM BLADE GUARD ATTACHMENT. THIS SAW SHALL BE SPECIFICALLY DESIGNED FOR THE MICRO TRENCH PROCESS IN THAT THE BLADE SPINS IN REVERSE ROTATION/ COUNTER CLOCKWISE WHICH ENABLES THE VACUUM ATTACHMENT TO CONTAIN AND REMOVE THE RESULTANT SLURRY FROM THE SAWING OPERATION. THE VACUUM SOURCE WILL BE PROVIDED BY A 5000 UP TO AN 8000 CFM VACUUM, IN CONNECTION WITH THE COMBINATION HYDRO JETTING VACUUM TRUCK. THE SAWING EQUIPMENT SHALL BE CAPABLE OF MAINTAINING THE PROPER DEPTH, WIDTH AND PRECISION OF ALIGNMENT AS SPECIFIED. SPALLING OF THE EXISTING PAVEMENT WILL BE REPAIRED AT THE CONTRACTORS EXPENSE. CARBIDE TIPPED SAWS AND PERCUSSION BITS WILL NOT BE ALLOWED.

1 Detail
NTS



PROVIDE ADVANCED NOTICE TO STRUCTURE OWNER BEFORE CORING INTO MANHOLE NEAR CEILING CORNER WITH RECOMMENDED CLEARANCE. SURFACE INLAY FIBER IN HDPE SHEATH TO CONTINUE THROUGH NEW CORE IN WALL OF MANHOLE AND LEAVE FIBER COIL WITHIN MANHOLE PER CABLE PLACEMENT DESIGN DRAWINGS, UNDER SEPARATE COVER. FILL CORE HOLE WITH 118 FUMED GROUT OR ANY PORTLAND CEMENT BASED NON-SHRINK GROUT.

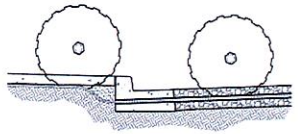
FOLLOW EXPANSION JOINT, COLD JOINT, PANEL JOINT, OR GUTTER EDGE WHEREVER POSSIBLE CONSULT WITH CDOT PRIOR TO BEGINNING WORK, COMPLY WITH CDOT REGARDING SAW CUT RESTORATION FOR THIS TYPE OF SURFACE COVER

THE CUT IS REQUIRED TO BE FREE OF FOREIGN DEBRIS, ANY WATER REMAINING WITHIN THE CUT IS TO BE REMOVED "DRY" BY COMPRESSED AIR OR BY OTHER MEANS.

WHEN REQUIRED TO OPEN THE PAVEMENT AT THE EXISTING MANHOLE THE PROPOSED EXCAVATION SHALL BE PER CDOT SPECIFICATION AND REQUIREMENTS SEE PROJECT TRENCHING DETAIL FOR REQUIREMENTS.

EXCAVATION SHALL FOLLOW BOTH CDOT AND OSHA REQUIREMENTS FOR BRACING AT THE APPROPRIATE DEPTHS. EXCAVATION DEPTH IS DEPENDENT ON EXISTING FIELD CONDITIONS AND IDENTIFIED ENTRANCE LOCATION AS DETERMINED BY OWNER.

2 Detail
NTS



ALL FOREIGN MATERIAL SHALL BE REMOVED FROM THE SAWCUT AND FROM THE SURFACE OF THE SURROUNDING AREA. THE HOLE OR SAWCUT AND ITS SURROUNDING SURFACE SHALL BE FREE OF STANDING WATER BUT IN WATER SATURATED DRY CONDITION FOR RESTORATION.

THE CUT IS BACKFILLED BY POURING 1118 FUMED GROUT OR ANY PORTLAND CEMENT BASED NON-SHRINK GROUT INTO THE CUT.

FOLLOW EXPANSION JOINT, COLD JOINT, PANEL JOINT, OR GUTTER EDGE, WHEREVER POSSIBLE CONSULT WITH THE CITY OF CHICAGO PRIOR TO BEGINNING WORK.

THE CUT IS REQUIRED TO BE FREE OF FOREIGN DEBRIS, ANY WATER REMAINING WITHIN THE CUT IS TO BE REMOVED "DRY" BY COMPRESSED AIR OR BY OTHER MEANS.

ANY EXCESS OF THIS MIXTURE THAT OVERFLOWS THE CUT IS TO BE REMOVED.

PLACE MICRODUCT AT THE BOTTOM OF THE SAWCUT AND IN LINE WITH THE HORIZONTAL CORE THROUGH THE CURB. BACKFILL AROUND AND ABOVE MICRODUCT WITH DRY SAND PER MANUFACTURERS SPECIFICATIONS, SEE DETAILS.

THE REMAINDER OF THE CUT IS FILLED WITH HOT BITUMEN MATERIAL OR NON-SHRINK GROUT PER CDOT SPECIFICATIONS

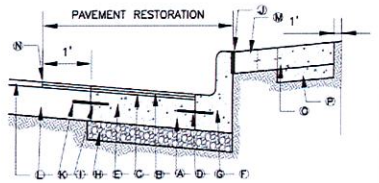
MICRODUCT 3/36 CABLE SYSTEM

MAX INSTALLATION PULL FORCE: 800N (80kJ)

OUTER SHEATH REMOVAL: SHEATH CUTTERS WITH CARE.

INNER SHEATH REMOVAL: USE RIPCORD PROVIDED.

3 Detail
NTS

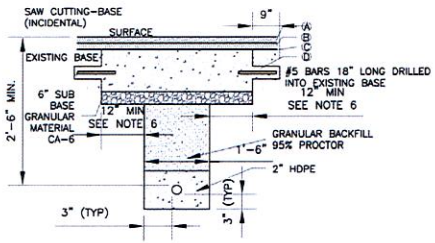


LEGEND:

- (A) 1-1/2" BITUMINOUS CONCRETE SURFACE USE; RESIDENTIAL STREETS, 1-3/4" INDUSTRIAL STREET; (CLASS 1, MIX D, TYPE 2)
- (B) 2-1/4" BITUMINOUS CONCRETE BINDER COURSE (TYP 2)
- (C) BITUMINOUS MATERIAL (PRIME COAT) & AGGREGATE (PRIME COAT)
- (D) P.C. CONCRETE BASE COURSE 7" RESIDENTIAL ST, 9" INDUSTRIAL ST
- (E) SUB-BASE GRANULAR MATERIAL, TYP B, 6'
- (F) TYPE 3 CURB & GUTTER STANDARD DETAILS
- (G) TIE-BAR - SEE CURB & GUTTER STANDARD DETAILS
- (H) TIE-BAR - #5 DOWEL BARS -18" LONG @ 30" O.C. DRILL & GROUT
- (J) BORE & GROUT
- (J) 3/4" PREFORMED JOINT FILLER
- (K) EXISTING CONCRETE BASE
- (L) EXISTING BITUMINOUS SURFACE
- (M) WALK OR PARKWAY
- (N) SAW CUT EXISTING BITUMINOUS MATERIAL
- (O) PROPOSED 5" P.C.C. SIDEWALK
- (P) 4" SAND CUSHION

4 Detail
NTS

PAVEMENT REMOVAL, REPLACEMENT AND RESURFACING AS PER ROADWAY PLAN



(A) BITUMINOUS CONCRETE SURFACE COURSE
(B) 2-1/4" BITUMINOUS CONCRETE BINDER COURSE
(C) BITUMINOUS MATERIAL & AGGREGATE (PRIME COAT)
(D) P.C. CONCRETE BASE COURSE

NOTES:

1. THE PORTLAND CEMENT CONCRETE BASE SHALL BE 9" OR MORE INCHES. FOR CONCRETE STREETS THE CONCRETE SHALL BE BROUGHT TO GRADE (INCLUDING 1'-0" OVERLAP)AND APPROPRIATE FINISHED.

2. ALL EXISTING PAVEMENTS SHALL BE SAW CUT 1'-0" ON EITHER SIDE OF THE TRENCH OR PAVEMENT OPENING, UNDER NO CIRCUMSTANCE, SHOULD EXISTING PAVEMENT, WHICH HAS BEEN UNDERMINED OR OTHERWISE DISTURBED, BE LEFT IN PLACE AND NOT RESTORED.

3. ALL ARTERIAL STREET PAVEMENT WHICH HAVE BEEN RECONSTRUCTED IN THE LAST SEVEN YEARS WILL REQUIRE PLACEMENT OF #5 DOWEL BARS, 18 INCHES LONG DRILLED AND GROUTED (NON SHRINK) AT 30" CENTERS ON ALL SIDES, A MINIMUM OF TWO DOWEL BARS WILL BE REQUIRED ON EACH SIDE OF SAW CUT BOUNDARIES.

4. AREA SURROUNDING THE TRENCH SHALL NOT BE CLEANED INTO THE TRENCH.

5. ALL TIE BARS AND DOWEL BARS ARE TO BE EPOXY COATED.

6. PAVEMENT SHALL BE REMOVED TO NEAREST CONSTRUCTION JOINT IF TRENCH EDGE IS 2' OR LESS FROM JOINT (TO BE DETERMINED BY THE ENGINEER)

5 Detail
NTS

Engineering Stamp

Permit Number

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Drawing Name

UNDERGROUND / FIBER LATERAL / ROAD DETAILS

Project	.		
Area	-	Paper Size	11x17
Name	-	Scale	as noted
-	-	Drawn By	GLK
		Issue Date	01.16.2013
File Name	EX501		

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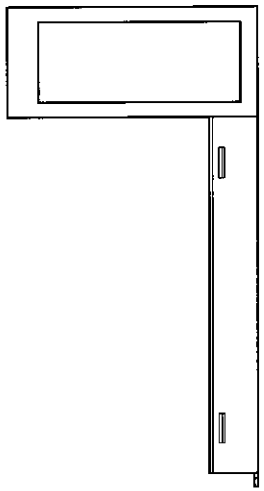
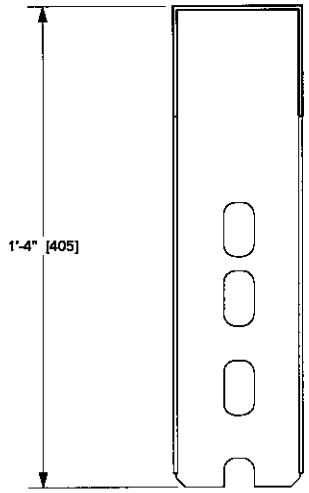
EX - 5.01

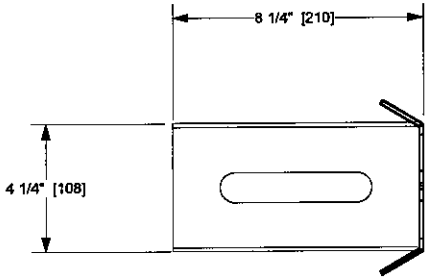
EXAMPLE / REFERENCE SET ONLY : NOT FOR CONSTRUCTION - SEE EX-0.01



SIDE VIEW



FRONT VIEW



BOTTOM VIEW

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Drawing Name: **POLE STUB TOP**

Category	AMB	Paper Size	11X17
Manufacturer	-	Scale	1:4
Name	Pole Stub Top	Drawn By	GLK
Model/part	-	Issue Date	02.23.2012
File Name	2D-AMB-PS-001		

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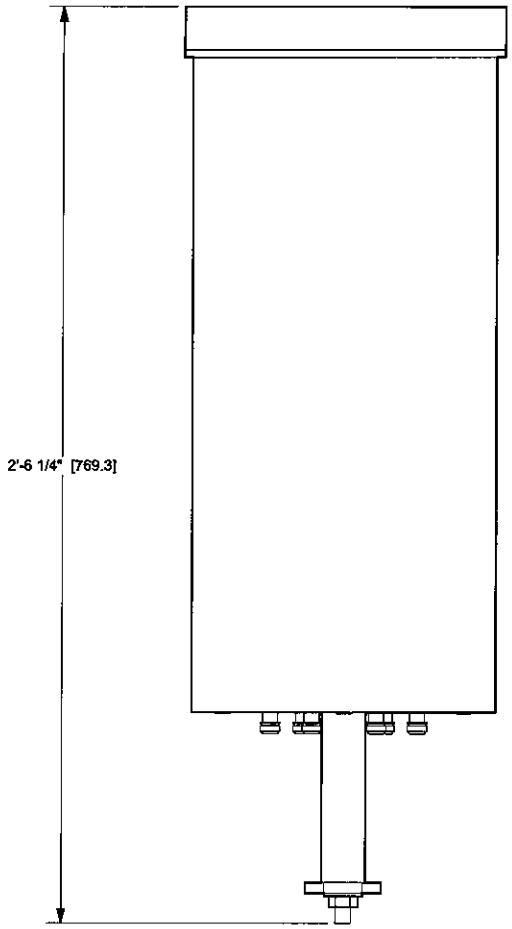
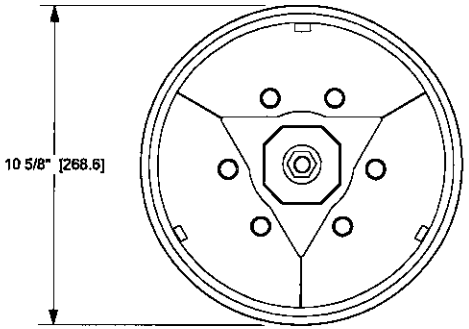
Extenet Part Number: **AMB-PS-001**

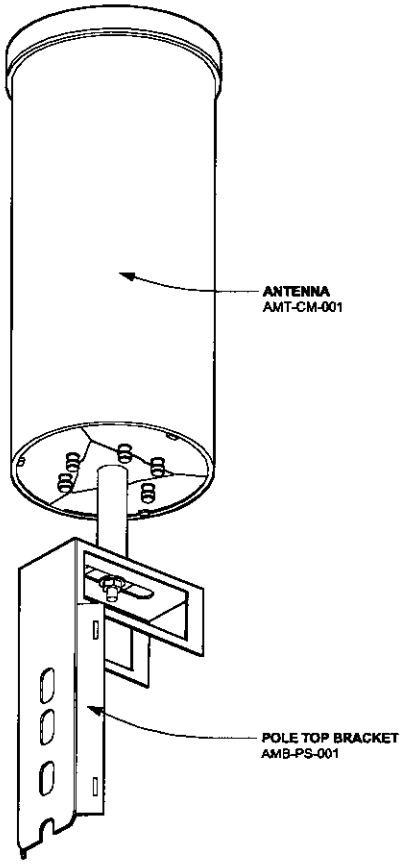
Unit Weight (w/o bracket) = 26 lbs



FRONT VIEW



BOTTOM VIEW



ANTENNA WITH POLE TOP BRACKET

extenet SYSTEMS YOUR NETWORK. EVERYWHERE.	Drawing Name: CELLMAX TRI-SECTOR ANTENNA	Category	ANTENNA	Paper Size	11X17
		Manufacturer	CELLMAX	Scale	1:4
		Name	TRI-SECTOR ANT.	Drawn By	GLK
		Model/part	6515/E2	Issue Date	01.04.2012
		File Name	2D-ANT-CM-001		

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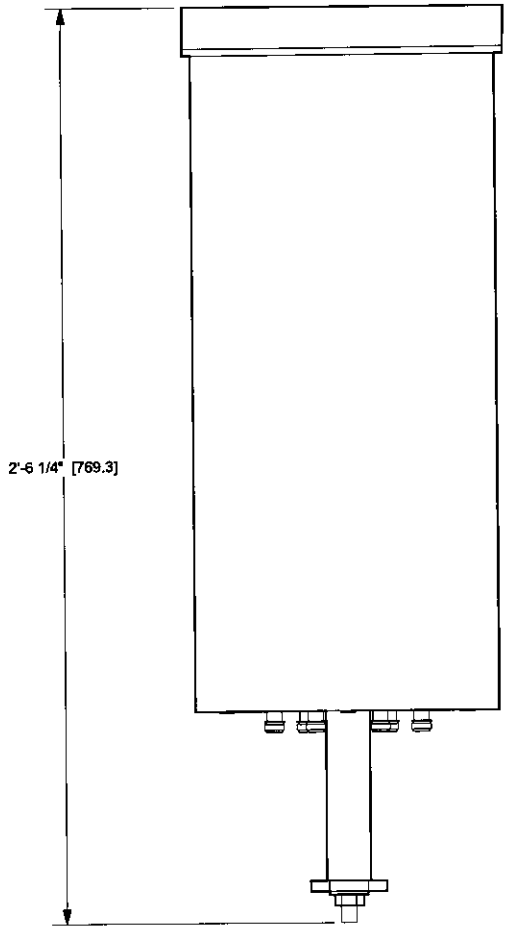
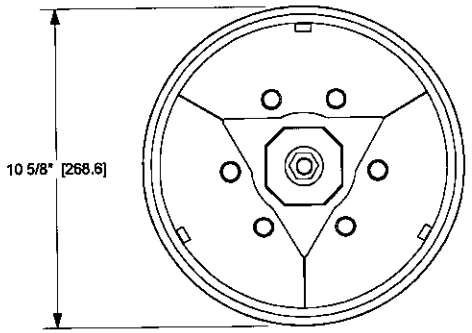
Extenet Part Number: ANT-CM-001

Unit Weight (w/o bracket) = 26 lbs



FRONT VIEW



BOTTOM VIEW

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Drawing Name

CELLMAX TRI-SECTOR ANTENNA

Category	ANTENNA	Paper Size	11X17
Manufacturer	CELLMAX	Scale	1:4
Name	TRI-SECTOR ANT.	Drawn By	GLK
Model/part	6515/E2	Issue Date	01.04.2012
File Name	2D-ANT-CM-001		

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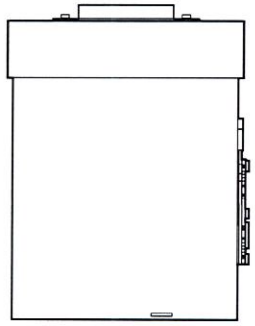
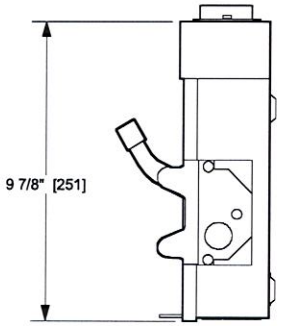
Extenet Part Number

ANT-CM-001

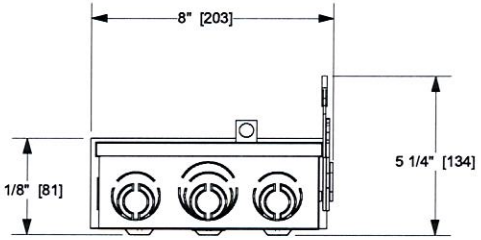
NOTE: INCLUDE ALL RELATED INFORMATION REQUIRED FOR THE DISCONNECT, INCLUDING NOTES ON THE TERMINAL LUGS, KNOCKOUT REQUIREMENTS, WIRING DIAGRAMS AND NOTES.



FRONT VIEW



SIDE VIEW



BOTTOM VIEW

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Drawing Name

ELECTRICAL DISCONNECT (GENERIC)

Category	ELECTRICAL COMP.	Paper Size	11X17
Manufacturer	GENERIC	Scale	1:4
Name	ELEC. DISCONNECT	Drawn By	GLK
Model/part	GENERIC	Issue Date	01.19.2012
File Name	2D-ELC-ED-001		

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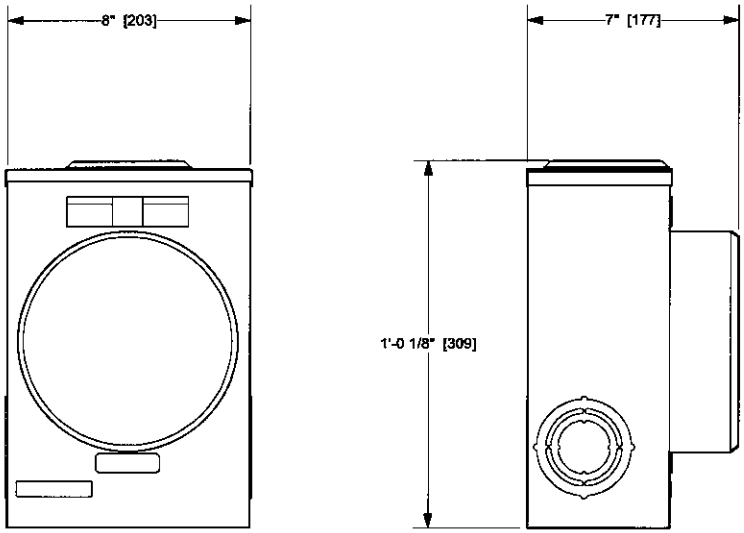
Extenet Part Number

ELC-ED-001



FRONT VIEW **SIDE VIEW**

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Drawing Name

METER SOCKET (GENERIC)

Category	ELECTRICAL COMP.	Paper Size	11X17
Manufacturer	GENERIC	Scale	1:4
Name	METER SOCKET	Drawn By	JB, GLK
Model/part	GENERIC	Issue Date	01.19.2012
File Name	2D-ELC-MS-001		

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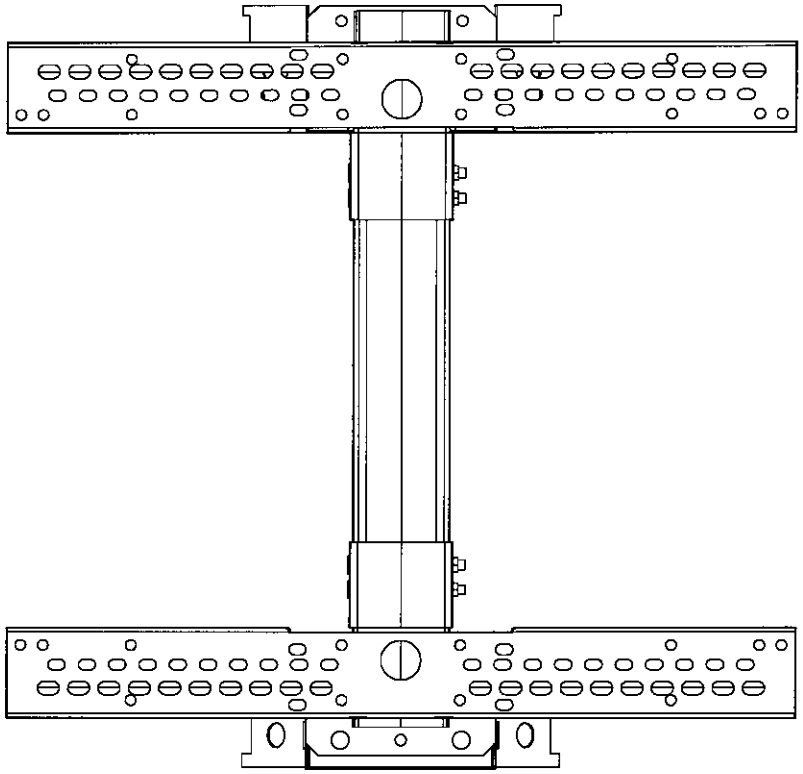
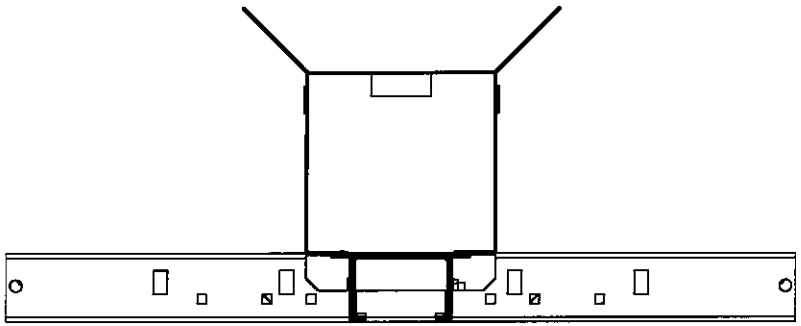
Extenet Part Number

ELC-MS-001



FRONT VIEW



TOP VIEW

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Drawing Name

UNIVERSAL BRACKET

Category	NMB	Paper Size	11X17
Manufacturer	-	Scale	1:4
Name	Univers.Mt.Bracket	Drawn By	GLK
Model/part	-	Issue Date	12.17.12
File Name	2D-NMB-ADA-001		

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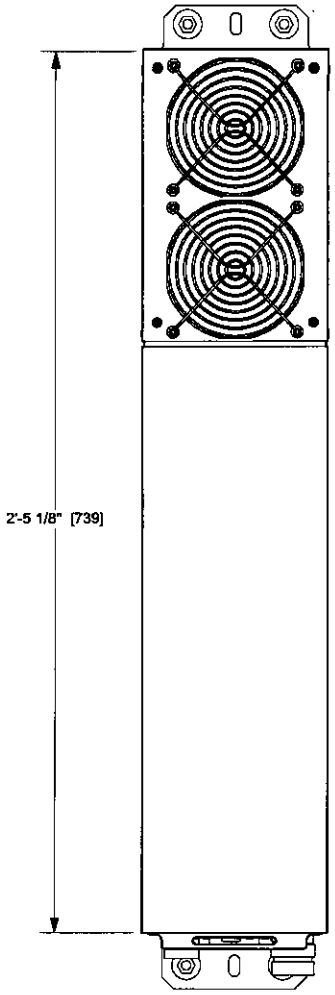
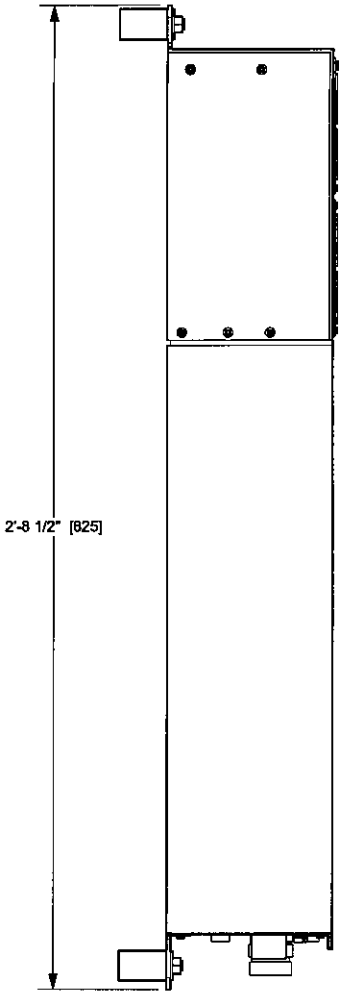
Extenet Part Number

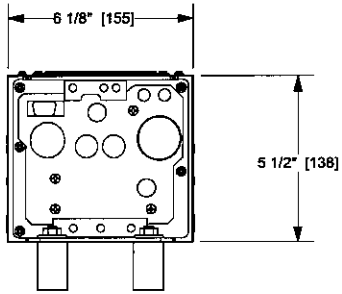
NMB-ADA-001



FRONT VIEW



SIDE VIEW



BOTTOM VIEW

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Drawing Name

ANDREW ION-M REMOTE RADIO HEAD

Category	REM. RADIOHEAD	Paper Size	11X17
Manufacturer	ANDREW	Scale	1:4
Name	ION-M	Drawn By	GLK
Model/part	ION-M17HP	Issue Date	01.13.2012
File Name	2D-RRH-AW-001		

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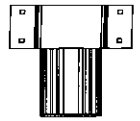
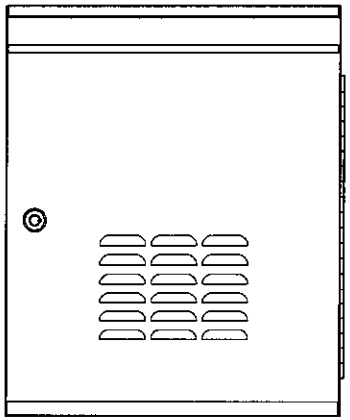
Extenet Part Number

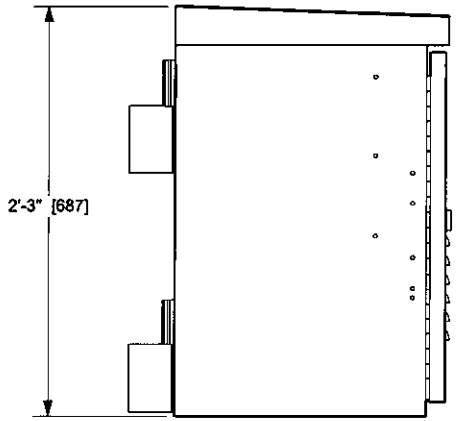
RRH-AW-001



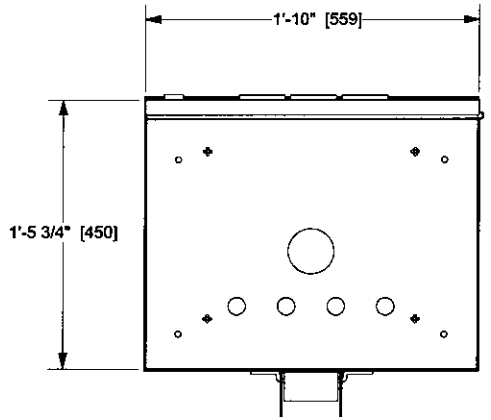
BACK OF BRACKET



FRONT VIEW



SIDE VIEW



BOTTOM VIEW

NOTE: THIS ENCLOSURE IS DESIGNED TO BE USED AS A STAND ALONE EXTERNAL COMPONENT OR WITHIN A SHROUD. WHEN LOCATED WITHIN A SHROUD, THE ENCLOSURE IS STILL USED.

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Drawing Name

UPS WITH OPTIONAL POLE BRACKET

Category	UPS	Paper Size	11X17
Manufacturer	ALPHA	Scale	1:8
Name	UPS	Drawn By	GLK
Model/part	030-117-06 (DWG#)	Issue Date	02.14.2012
File Name	2D-UPS-AL-0013		

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ACCURACY
Any critical dimensions for fabrication of related components, installation, provision of required clearances or otherwise shall be confirmed with the actual equipment. The dimensions and drawings shown are for reference, but may vary from the actual fabricated component. Do not scale the drawings.

Extenet Part Number

UPS-AL-003

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Contract Renewal for SmartNet Software Services, as requested by the Information Technology Services Department. Award to NWN Corporation, using SC State Contract in the amount of $68,506.21. This firm is located in Charlotte, NC.**

REQUISITION NO.: **R190479**

FINANCIAL IMPACT: **Funding Source: 1011120-638200 Information Technology - Maintenance and Service Contracts. The original budgeted amount is $90,000.00.**

ORIGINAL BUDGET: **$90,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

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

ATTACHMENTS:

- **#a:** NWN quote (PDF)
- #b: NWN SC state contract information (PDF)

NWN Corporation - Charlotte
2520 Whitehall Park Dr #250
Charlotte NC 28273
Phone:704-496-6961
Tax ID# 04-3532235

Quote

Date 3/27/2018
Quote # QT124171

Expires	8/1/2018
Sales Rep	Skeele, Natalie
IAE	
Project	
Terms	Net 30
Quote Title	Cisco Quote v3
Sales Out Contract Number	SC Cisco 4400016104 Networking

Quote for:
Accounting
City of Columbia
PO BOX 147
Columbia SC 29217
United States

Ship To:
Information Technology
City of Columbia
1136 Washington St-2nd Floor
Suite 202/204
Columbia SC 29201
United States

Item	Quantity	Description	Price	Amount	Description (...
CON-SNT-1	1	SmartNet 8x5xNBD-Renewal Contract #91632780 Please see attached spreadsheet for details	64,117.19	64,117.19	
CON-SNT-1	1	SmartNet 8x5xNBD-Renewal Contract #91632780 Please see attached spreadsheet for details	4,389.02	4,389.02	
				Total	$68,506.21

Subject to NWN terms and conditions located at http://www.nwnit.com/terms

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES, ITMO
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award
Posting Date: May 11, 2017

Solicitation: **5400012227**
Description: **FPB: CISCO NETWORK AND FIREWALL YRS 2-5**
Agency: **Statewide Term Contract**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00:00, May 23, 2017.** Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing
(a) by email to protest-itmo@itmo.sc.gov ,
(b) by facsimile at 803-737-0102 , or
(c) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201.

Contract Number: 4400016087
Awarded To: A3 COMMUNICATIONS INC (7000032663)
1038 KINLEY ROAD
IRMO SC 29063

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	37%
00002	Cisco Maintenance/Support	10%
00003	Cisco Security Services	10%

Contract Number: 4400016088
Awarded To: BRIDGETEK SOLUTIONS LLC (7000207039)
744 EAST STONE AVENUE
GREENVILLE SC 29616

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	38%
00002	Cisco Maintenance/Support	10%
00003	Cisco Security Services	10%

Contract Number: 4400016089
Awarded To: DISYS SOLUTIONS INC (7000180079)
44670 CAPE COURT SUITE 100
ASHBURN VA 20147

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	38%
00002	Cisco Maintenance/Support	12%
00003	Cisco Security Services	38%

Contract Number: 4400016100
Awarded To: EGROUP HOLDING COMPANY LLC (7000208493)
P.O. Box 38
MOUNT PLEASANT SC 29465

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	37%
00002	Cisco Maintenance/Support	10%
00003	Cisco Security Services	10%

Contract Number: 4400016101
Awarded To: ENCORE TECHNOLOGY GROUP LLC (7000195727)
2000 WADE HAMPTON BLVD STE 210
GREENVILLE SC 29615

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	37.1%
00002	Cisco Maintenance/Support	10.1%
00003	Cisco Security Services	10.1%

Contract Number: 4400016102
Awarded To: GTS SOLUTIONS LLC (7000195189)
P.O. Box 727
CHAPIN SC 29036

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	37%
00002	Cisco Maintenance/Support	10%
00003	Cisco Security Services	10%

Contract Number: 4400016103
Awarded To: INTERNETWORK ENGINEERING (7000038108)
13777 BALLANTYNE CORP PLACE
SUITE 305
CHARLOTTE NC 28277

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	37%
00002	Cisco Maintenance/Support	10%
00003	Cisco Security Services	10%

Contract Number: 4400016104
Awarded To: NWN CORPORATION (7000132767)
124 VERDAE BLVD SUITE 303
GREENVILLE SC 29607

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	39.5%
00002	Cisco Maintenance/Support	10%
00003	Cisco Security Services	10%

Contract Number: 4400016105
Awarded To: ROVE LLC (7000234588)
3201 INTERNATIONAL AIRPORT DRIVE STE 100
CHARLOTTE NC 28208

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	37%
00002	Cisco Maintenance/Support	10%
00003	Cisco Security Services	10%

Contract Number: 4400016106
Awarded To: VC3 INC (7000085418)
1301 GERVAIS STREET SUITE 1800
COLUMBIA SC 29201

Total Potential Value: $ 250,000.00
Maximum Contract Period: May 11, 2017 through October 10, 2021

Item	Description	Discount
00001	Cisco Network Hardware Products	37%
00002	Cisco Maintenance/Support	10%
00003	Cisco Security Services	10%

Procurement Officer
JOHANNE SULLIVAN

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Contract Renewal for Oracle Support Services for Fiscal Year 2018/2019, as requested by the Information Technology Services Department. Award to Mythics, Inc., using the SC State Contract in the amount of $161,848.58. This firm is located in Virginia Beach, VA.**

REQUISITION NO.: **R190484**

FINANCIAL IMPACT: **Funding Source: 1011120- 638200 InformationTechnology - Maintenance and Service Contract. The original budgeted amount is $162,000.00.**

ORIGINAL BUDGET: **$162,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

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

ATTACHMENTS:

- **#a:** Mythics Quote - CC 2702187 FY 19 (PDF)
- #b: State Contract # 4400006276 (PDF)

Alexander Mavrophilipos
Direct: 757.233.8086
Fax: 757.965.9486
Email: amavrophilipos@mythics.com

Mythics, Inc
4525 Main Street Suite 1500
Virginia Beach, VA 23462

Company Name: City of Columbia

Contact: Mark Johnson
Phone: (803) 737-4224
Email: mdjohnson@columbiasc.net

Quote Number: CC 2702187 FY19
Valid Through: August 10, 2018

Please reference quote number on approved purchase order.

ORACLE SUPPORT RENEWAL

Software Update License & Support

Line Item	CSI	Oracle Product Description	Term	License Type	Number of Licenses	License Level	Extended Price
1	3383348	Configuration Management Pack for Oracle Middleware	1-Aug-18 To 31-Jul-19	Named User Plus	10	FULL USE	$130.51
2	3383348	Configuration Management Pack for Oracle Middleware	1-Aug-18 To 31-Jul-19	Processor	2	FULL USE	$1,305.24
3	3383348	Diagnostics Pack for Oracle Middleware	1-Aug-18 To 31-Jul-19	Named User Plus	10	FULL USE	$271.44
4	3383348	Diagnostics Pack for Oracle Middleware	1-Aug-18 To 31-Jul-19	Processor	2	FULL USE	$2,714.96
5	3383348	Oracle Database Enterprise Edition	1-Aug-18 To 31-Jul-19	Named User	35	FULL USE	$5,429.24
6	3383348	Oracle Database Enterprise Edition	1-Aug-18 To 31-Jul-19	Processor	8	FULL USE	$59,661.89
7	3383348	Oracle Diagnostics Pack	1-Aug-18 To 31-Jul-19	Named User	35	FULL USE	$135.73
8	3383348	Oracle Diagnostics Pack	1-Aug-18 To 31-Jul-19	Processor	8	FULL USE	$1,551.20
9	3383348	Oracle Internet Developer Suite	1-Aug-18 To 31-Jul-19	Named User	5	FULL USE	$4,847.54
10	3383348	Oracle Programmer	1-Aug-18 To 31-Jul-19	Processor	10	FULL USE	$1,939.01
11	3383348	Oracle Tuning Pack	1-Aug-18 To 31-Jul-19	Named User	35	FULL USE	$135.73
12	3383348	Oracle Tuning Pack	1-Aug-18 To 31-Jul-19	Processor	8	FULL USE	$1,551.20
13	3383348	Pure Name & Address (North America)	1-Aug-18 To 31-Jul-19	Processor	1	FULL USE	$3,878.04
14	15934380	Oracle Real Application Clusters	1-Aug-18 To 31-Jul-19	Processor	8	FULL USE	$35,168.23
15	15934380	Oracle WebLogic Server Standard Edition	1-Aug-18 To 31-Jul-19	Named User Plus	10	FULL USE	$175.40
16	15934380	Configuration Management Pack for Oracle Middleware	1-Aug-18 To 31-Jul-19	Processor	2	FULL USE	$1,754.13
17	15934380	Diagnostics Pack for Oracle Middleware	1-Aug-18 To 31-Jul-19	Processor	3	FULL USE	$20,912.05
18	18721751	Oracle WebCenter Content	1-Aug-18 To 31-Jul-19	Processor	1	FULL USE	$20,287.05
						SUPPORT:	**$161,848.58**
						NEW LICENSE & SUPPORT:	**UPON REQUEST**
						TRAINING:	**UPON REQUEST**
						SERVICES:	**UPON REQUEST**

TOTAL **$161,848.58**

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics Fed Tax ID# 54-1987871
Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html.
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at http://edelivery.oracle.com/

By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

Purchasing Instructions:

Please include the following statements in your order:
1. Mythics Quote #: CC 2702187 FY19
2. This order is placed pursuant to the terms and conditions of **Mythics South Carolina state contract SC: 4400006276** .
3. Payment terms are: Net 30

Fax order to 757-965-9486 or amavrophilipos@mythics.com

Contract Name: **Oracle Software** Solicitation Number: **5400003569** Contract Period: **02/04/2013 to 08/03/2018** **Terms and Conditions**	**ITMO Procurement Manager:** **Pat Bode** **803-737-3224** **pbode@mmo.sc.gov** Last Updated: 7/20/2017

Effective September 1, 2013, any Purchase Order addressed to the SAM will not be processed.

Please adjust your Purchase Orders and business forms/processes accordingly.

Click here for instructions how to place orders for Oracle software

For questions regarding your Oracle Agreement, or the options that may be available to you, please contact Jessica Richmond at Mythics, Inc or Eric Seifert at Mythics, Inc directly.

Mythics, Inc
Jessica Richmond
Contracts Specialist
Mythics Inc.
1439 N. Great Neck RD. Virginia Beach, VA 23454
757.226.7610 (0)
757.870.1274 (M)
757.412.1060 (F)
jrichmond@mythics.com

Eric Seifert
Strategic Programs, S&L Government
Mythics Inc.
1439 N. Great Neck Road
Virginia Beach, VA 23454
757-493-3016 (O)
757-374-0856 (M)
757-412-1060 (F)
eseifert@mythics.com

Daniel Wasson
Support Sales Rep III
Mythics, Inc.
1439 N. Great Neck Road
Virginia Beach, VA. 23454
757-493-3015 (O)
757-274-9978 (M)
757-412-1060 (F)
dwasson@mythics.com

Tara Smyth
Education Account Specialist
Mythics, Inc.
1439 N. Great Neck Rd.

Virginia Beach, VA
23454 757-452-4736
(office)
703-217-8218 (mobile)
757-965-9486 (fax)
tsmyth@mythics.com

Contract #: 4400006276
FEIN:
Contract Pricing
Contract Award – Details discount

How to Place Purchase Orders for Oracle software

To place purchase orders for your Oracle software needs, please use the following four steps:

Step 1
Visit the State's Procurement website for pricing. If you need assistance, contact Mythics for a quote (if needed).

Step 2
Complete your Purchase Order—ensuring that the PO is addressed to Mythics, Inc.

ALL USERS

1. You MUST make sure that your PO matches the Quote 100%.
2. The amount of taxes on your PO should match what is referenced on the quote. Electronic Delivered items are Tax Exempt.
3. Electronic Delivery items should include a note that states "Electronic Delivery Only". This is a requirement on all orders that include downloaded software – NOT MEDIA.
4. Include your Quote Number on all PO's you send.
5. Include a "Ship to" address even if nothing ships with the order.

If you fail to follow these instructions Purchase Orders will be returned for correction or the tax indicated on the PO will be applied to the order and any request for reimbursement of paid taxes will need to be handled through the Department of Revenue.

Step 3
Email the purchase order to Mythics:

Email the PO to: jrichmond@mythics.com

Important: Any purchase orders addressed to NewVenue Technologies will not be processed.

Step 4

Software will be provided and invoiced to agencies directly from Mythics.

Please provide the contact information for your primary licensing contact on each Purchase Order. Please choose the individual to whom the Oracle Licensing Confirmations should be sent. This simple procedure should allow you to fully catalog your Oracle licenses and may simplify tracking of lost or missing orders.

*The Primary Licensing Contact Information requested is as follows:
Primary Contact Person
Primary Contact Person E-mail Address
Primary Contact Person Phone Number

*The primary licensing contact should be a single point of contact per department or agency.

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Human Resources**

FROM: ***Pam Benjamin,***

SUBJECT: **Council is asked to approve the Renewal of Workers' Compensation Excess Loss Insurance Coverage, as requested by the Risk Management Division. Award to NY Marine & General Insurance Company in the amount of $152,348.00. This vendor is located in New York, NY.**

PURPOSE: **The policy renews July 1, 2018 and runs until June 30, 2019. Workers' Compensation Excess Loss coverage is statutorily required of all self-insured Workers Compensation carriers. The premium cost is $152,348 for $1,250,000 in retention. This means that the City is responsible for the first $1,250,000 in any single claim. Once a claim reaches $1,250,000, the insurance policy takes over and any further costs are borne by the insurer. NY Marine & General Insurance Company is the incumbent carrier. I recommend purchasing coverage through NY Marine for the amount quoted at the $1,250,000 retention level.**

FINANCIAL IMPACT: **Funding Source:Workers' Comp. Administration - Insurance and Bonding 6098939-636200**

We Are Columbia

MEETING DATE:	**July 17, 2018**
DEPARTMENT:	**Human Resources**
FROM:	***Pam Benjamin,***
SUBJECT:	**Council is asked to approve the Renewal of Insurance Policies for Commercial Property, Computer, Crime, Auto-Parks & Recreation Buses, and Auto-City Manager and Assistant City Managers' vehicles, as requested by the Risk Management Division. Award to Willis of North Carolina in the amount of $311,724.00.**
FINANCIAL IMPACT:	**Funding Source:Premiums and Policies; 6058935**
STRATEGIC GOALS:	**Provide high quality municipal services**

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the second installment of the three-year Microsoft Enterprise Software Services Agreement for August 1, 2018 through July 31, 2019, as requested by the Information Technology Services Department. Award to SHI International, using the SC State Contract in the amount of $634,742.39. This firm is located in Piscataway, VA.**

REQUISITION NO.: **R190483**

FINANCIAL IMPACT: **Funding Source: Information Technology-Maintenance and Service Contracts;1011120-638200. The original budgeted amount is $637,000.00.**

ORIGINAL BUDGET: **$637,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

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

ATTACHMENTS:

- **#a:** SHI quote (PDF)
- #b: SHI State Contract Pricing (XLSX)

Evaluating unlicensed DynamicPDF feature. Click here for details. [31:45:d1538]

Pricing Proposal
Quotation #: 15278832
Reference #: 53468075
Created On: 5/3/2018
Valid Until: 5/31/2018

City of Columbia

Eric Goodwill
1136 Washington Street
Columbia, SC 29201
UNITED STATES
Phone: (803) 545-3198
Fax: (803) 545-3396
Email: ecgoodwill@columbiasc.net

Account Executive - South Carolina

John Witt
SHI Charlotte
1900 South BLVD, Suite 105
Charlotte, NC 28203
Phone: 7044515278
Fax:
Email: john_witt@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	WINE3perDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	1527	$38.49	$58,774.23
2	WINE3perDVC ALNG UpgrdSAPk MVL Pltfrm Microsoft - Part#: KV3-00356 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	150	$48.32	$7,248.00
3	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12417 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	2550	$14.84	$37,842.00
4	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	2550	$167.08	$426,054.00
5	ProjOnlnProfGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7MS-00001 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	12	$260.44	$3,125.28
6	VSProSubMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	2	$302.21	$604.42

DynamicPDF

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7	PrjctSvrCAL ALNG SA MVL UsrCAL Microsoft - Part#: H21-00591 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	25	$36.04	
8	SQLCAL ALNG SA MVL DvcCAL Microsoft - Part#: 359-00792 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	15	$33.58	$503.70
9	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	1	$651.10	$651.10
10	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	5	$90.09	$450.45
11	SfBSvr ALNG SA MVL Microsoft - Part#: 5HU-00216 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	1	$586.40	$586.40
12	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	1	$144.14	$144.14
13	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	20	$576.58	$11,531.60
14	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EA-00039 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	16	$289.11	$4,625.76
15	PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	6	$175.27	$1,051.62
16	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	90	$21.29	$1,916.10
17	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	52	$124.49	$6,473.48

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	Microsoft - Part#: 9EA-00278 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019			
18	PrjctSvr ALNG SA MVL Microsoft - Part#: H22-00475 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	1	$910.73	$910.73
19	SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic Microsoft - Part#: 7JQ-00448 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	18	$3,811.63	$68,609.34
20	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Firewall Equipment Contract #: 4400013887 Coverage Term: 8/1/2018 – 7/31/2019	152	$18.02	$2,739.04
			Total	$634,742.39

Additional Comments

You are receiving this quote because SHI was recently awarded the MS EA contract4400017751or the State of SC. As such, we need to process your annual payment of your EA agreement. Here is your quote with contract pricing. Please submit a purchase order as soon as possible to remain compliant.
If you have any questions or concerns please contact John Witt @ John_witt@shi.com

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

DynamicPDF

ENTERPRIS	
Microsoft Model / Part Number	**Complete Product Description**
W06-00022	CoreCAL ALNG LicSAPk MVL DvcCAL
W06-00022	CoreCAL ALNG LicSAPk MVL DvcCAL
W06-00022	CoreCAL ALNG LicSAPk MVL DvcCAL
W06-00022	CoreCAL ALNG LicSAPk MVL DvcCAL
W06-01063	CoreCAL ALNG LicSAPk MVL Pltfrm DvcCAL
W06-01063	CoreCAL ALNG LicSAPk MVL Pltfrm DvcCAL
W06-01063	CoreCAL ALNG LicSAPk MVL Pltfrm DvcCAL
W06-01063	CoreCAL ALNG LicSAPk MVL Pltfrm DvcCAL
W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL
W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL
W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL
W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL
W06-00445	CoreCAL ALNG LicSAPk MVL UsrCAL
W06-00445	CoreCAL ALNG LicSAPk MVL UsrCAL
W06-00445	CoreCAL ALNG LicSAPk MVL UsrCAL
W06-00445	CoreCAL ALNG LicSAPk MVL UsrCAL
W06-00021	CoreCAL ALNG SA MVL DvcCAL
W06-00021	CoreCAL ALNG SA MVL DvcCAL
W06-01069	CoreCAL ALNG SA MVL Pltfrm DvcCAL
W06-01069	CoreCAL ALNG SA MVL Pltfrm DvcCAL
W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL
W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL
W06-00446	CoreCAL ALNG SA MVL UsrCAL
W06-00446	CoreCAL ALNG SA MVL UsrCAL
WSB-00068	DsktpOptmztnPkforSA ALNG SubsVL MVL PerDvc forWinSA
76A-00025	EntCAL ALNG LicSAPk MVL DvcCAL wSrvcs
76A-00025	EntCAL ALNG LicSAPk MVL DvcCAL wSrvcs
76A-00025	EntCAL ALNG LicSAPk MVL DvcCAL wSrvcs
76A-00025	EntCAL ALNG LicSAPk MVL DvcCAL wSrvcs
76A-00007	EntCAL ALNG LicSAPk MVL Pltfrm DvcCAL wSrvcs
76A-00007	EntCAL ALNG LicSAPk MVL Pltfrm DvcCAL wSrvcs
76A-00007	EntCAL ALNG LicSAPk MVL Pltfrm DvcCAL wSrvcs
76A-00007	EntCAL ALNG LicSAPk MVL Pltfrm DvcCAL wSrvcs
76A-00010	EntCAL ALNG LicSAPk MVL Pltfrm UsrCAL wSrvcs
76A-00010	EntCAL ALNG LicSAPk MVL Pltfrm UsrCAL wSrvcs
76A-00010	EntCAL ALNG LicSAPk MVL Pltfrm UsrCAL wSrvcs
76A-00010	EntCAL ALNG LicSAPk MVL Pltfrm UsrCAL wSrvcs
76A-00028	EntCAL ALNG LicSAPk MVL UsrCAL wSrvcs
76A-00028	EntCAL ALNG LicSAPk MVL UsrCAL wSrvcs
76A-00028	EntCAL ALNG LicSAPk MVL UsrCAL wSrvcs
76A-00028	EntCAL ALNG LicSAPk MVL UsrCAL wSrvcs
76A-00031	EntCAL ALNG SA MVL DvcCAL wSrvcs
76A-00031	EntCAL ALNG SA MVL DvcCAL wSrvcs

76A-00013	EntCAL ALNG SA MVL Pltfrm DvcCAL wSrvcs
76A-00013	EntCAL ALNG SA MVL Pltfrm DvcCAL wSrvcs
76A-00016	EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs
76A-00016	EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs
76A-00034	EntCAL ALNG SA MVL UsrCAL wSrvcs
76A-00034	EntCAL ALNG SA MVL UsrCAL wSrvcs
76A-00043	EntCAL ALNG SASU MVL fromCoreCAL DvcCAL wSrvcs
76A-00043	EntCAL ALNG SASU MVL fromCoreCAL DvcCAL wSrvcs
76A-00043	EntCAL ALNG SASU MVL fromCoreCAL DvcCAL wSrvcs
76A-00043	EntCAL ALNG SASU MVL fromCoreCAL DvcCAL wSrvcs
76A-00001	EntCAL ALNG SASU MVL fromCoreCAL Pltfrm DvcCAL wSrvcs
76A-00001	EntCAL ALNG SASU MVL fromCoreCAL Pltfrm DvcCAL wSrvcs
76A-00001	EntCAL ALNG SASU MVL fromCoreCAL Pltfrm DvcCAL wSrvcs
76A-00001	EntCAL ALNG SASU MVL fromCoreCAL Pltfrm DvcCAL wSrvcs
76A-00004	EntCAL ALNG SASU MVL fromCoreCAL Pltfrm UsrCAL wSrvcs
76A-00004	EntCAL ALNG SASU MVL fromCoreCAL Pltfrm UsrCAL wSrvcs
76A-00004	EntCAL ALNG SASU MVL fromCoreCAL Pltfrm UsrCAL wSrvcs
76A-00004	EntCAL ALNG SASU MVL fromCoreCAL Pltfrm UsrCAL wSrvcs
76A-00046	EntCAL ALNG SASU MVL fromCoreCAL UsrCAL wSrvcs
76A-00046	EntCAL ALNG SASU MVL fromCoreCAL UsrCAL wSrvcs
76A-00046	EntCAL ALNG SASU MVL fromCoreCAL UsrCAL wSrvcs
76A-00046	EntCAL ALNG SASU MVL fromCoreCAL UsrCAL wSrvcs
B65-00047	EntDsktp ALNG LicSAPk MVL
B65-00047	EntDsktp ALNG LicSAPk MVL
B65-00047	EntDsktp ALNG LicSAPk MVL
B65-00047	EntDsktp ALNG LicSAPk MVL
B65-00048	EntDsktp ALNG SA MVL
B65-00048	EntDsktp ALNG SA MVL
B65-00060	EntDsktp ALNG SASU MVL fromDsktpPro
269-05623	OfficeProPlus ALNG LicSAPk MVL
269-05623	OfficeProPlus ALNG LicSAPk MVL
269-05623	OfficeProPlus ALNG LicSAPk MVL
269-05623	OfficeProPlus ALNG LicSAPk MVL
269-12445	OfficeProPlus ALNG LicSAPk MVL Pltfrm
269-12445	OfficeProPlus ALNG LicSAPk MVL Pltfrm
269-12445	OfficeProPlus ALNG LicSAPk MVL Pltfrm
269-12445	OfficeProPlus ALNG LicSAPk MVL Pltfrm
269-05704	OfficeProPlus ALNG SA MVL
269-05704	OfficeProPlus ALNG SA MVL
269-12442	OfficeProPlus ALNG SA MVL Pltfrm
269-12442	OfficeProPlus ALNG SA MVL Pltfrm
A07-00041	ProDsktp ALNG LicSAPk MVL
A07-00041	ProDsktp ALNG LicSAPk MVL
A07-00041	ProDsktp ALNG LicSAPk MVL
A07-00041	ProDsktp ALNG LicSAPk MVL
A07-00042	ProDsktp ALNG SA MVL
A07-00042	ProDsktp ALNG SA MVL

YEG-00396	SfBSvrPlusCAL ALNG LicSAPk MVL DvcCAL
YEG-00396	SfBSvrPlusCAL ALNG LicSAPk MVL DvcCAL
YEG-00396	SfBSvrPlusCAL ALNG LicSAPk MVL DvcCAL
YEG-00396	SfBSvrPlusCAL ALNG LicSAPk MVL DvcCAL
YEG-00631	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL DvcCAL
YEG-00631	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL DvcCAL
YEG-00631	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL DvcCAL
YEG-00631	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL DvcCAL
YEG-00632	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL UsrCAL
YEG-00632	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL UsrCAL
YEG-00632	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL UsrCAL
YEG-00632	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL UsrCAL
YEG-00397	SfBSvrPlusCAL ALNG LicSAPk MVL UsrCAL
YEG-00397	SfBSvrPlusCAL ALNG LicSAPk MVL UsrCAL
YEG-00397	SfBSvrPlusCAL ALNG LicSAPk MVL UsrCAL
YEG-00397	SfBSvrPlusCAL ALNG LicSAPk MVL UsrCAL
YEG-00398	SfBSvrPlusCAL ALNG SA MVL DvcCAL
YEG-00398	SfBSvrPlusCAL ALNG SA MVL DvcCAL
YEG-00633	SfBSvrPlusCAL ALNG SA MVL forECAL DvcCAL
YEG-00633	SfBSvrPlusCAL ALNG SA MVL forECAL DvcCAL
YEG-00634	SfBSvrPlusCAL ALNG SA MVL forECAL UsrCAL
YEG-00634	SfBSvrPlusCAL ALNG SA MVL forECAL UsrCAL
YEG-00399	SfBSvrPlusCAL ALNG SA MVL UsrCAL
YEG-00399	SfBSvrPlusCAL ALNG SA MVL UsrCAL
AAA-43267	VDA E3 PerUsrSU Alng MonthlySub Addon
4ZF-00019	VDAE3PerDvc ALNG SubsVL MVL PerDvc
4ZF-00033	VDAE3PerDvc ALNG SubsVL MVL Pltfrm PerDvc
7F4-00002	VDAE3PerUsrUSL ALNG SubsVL MVL PerUsr
7F4-00013	VDAE3PerUsrUSL ALNG SubsVL MVL Pltfrm PerUsr
KV3-00368	WINE3perDVC ALNG SA MVL
KV3-00368	WINE3perDVC ALNG SA MVL
KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm
KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm
KV3-00381	WINE3perDVC ALNG UpgrdSAPk MVL
KV3-00381	WINE3perDVC ALNG UpgrdSAPk MVL
KV3-00381	WINE3perDVC ALNG UpgrdSAPk MVL
KV3-00381	WINE3perDVC ALNG UpgrdSAPk MVL
KV3-00356	WINE3perDVC ALNG UpgrdSAPk MVL Pltfrm
KV3-00356	WINE3perDVC ALNG UpgrdSAPk MVL Pltfrm
KV3-00356	WINE3perDVC ALNG UpgrdSAPk MVL Pltfrm
KV3-00356	WINE3perDVC ALNG UpgrdSAPk MVL Pltfrm
AAA-10787	WinE3perUser ALNG SubsVL MVL PerUsr
AAA-10798	WinE3perUser ALNG SubsVL MVL Pltfrm PerUsr
AAA-10744	WinE3perUSERAddOntoE3perDVC ALNG SubsVL MVL
AAA-10766	WinE3perUserFromSAALNG SubsVL MVL PerUsr
AAA-10777	WinE3perUserFromSAALNG SubsVL MVL Pltfrm PerUsr
AAA-22363	WinE5PerDvc ALNG SubsVL MVL PerDvc

AAA-22364	WinE5PerDvc ALNG SubsVL MVL Pltfrm PerDvc
AAA-22329	WinE5perDvcAddOntoE3perDvc ALNG SubsVL MVL AddOn
AAA-22359	WinE5PerUsr ALNG SubsVL MVL PerUsr
AAA-22360	WinE5PerUsr ALNG SubsVL MVL Pltfrm PerUsr
AAA-22326	WinE5perUsrAddOntoE3perDvc ALNG SubsVL MVL AddOn
AAA-22361	WinE5PerUsrFromSA ALNG SubsVL MVL PerUsr
AAA-22362	WinE5PerUsrFromSA ALNG SubsVL MVL Pltfrm PerUsr
AAA-22324	WinE5perUsrStepUpFromE3perUsr ALNG SubsVL MVL
TJ7-00002	Audio Conf ShrdSvr ALNG SubsVL MVL for O365 E5 PerUsr
TJ7-00001	Audio Conf ShrdSvr ALNG SubsVL MVL PerUsr
TK2-00001	Dmstc Calling Plan ShrdSvr ALNG SubsVL MVL PerUsr
AAA-12430	ECALBridgeEMS ALNG SU MVL CoreCALBridgeEMS PerUsr
AAA-12427	ECALBridgeO365 ALNG SU MVL CoreCALBridgeO365 PerUsr
AAA-12429	ECALBridgeO365 ALNG SU MVL CoreCALBridgeO365 Pltfrm PerUsr
AAA-12426	ECALBridgeO365 ALNG SubsVL MVL PerUsr
AAA-12428	ECALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr
AAA-12435	ECALBridgeO365FromSA ALNG SU MVL CoreCALBridgeO365FromS
AAA-12437	ECALBridgeO365FromSA ALNG SU MVL CoreCALBridgeO365FromS
AAA-12434	ECALBridgeO365FromSA ALNG SubsVL MVL PerUsr
AAA-12436	ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr
AAA-12531	EntMobandSecE3 Shared Alng MonthlySub Addon ToDvcCrCAL
AAA-12534	EntMobandSecE3 Shared Alng MonthlySub Addon ToDvcECAL
AAA-12539	EntMobandSecE3 Shared Alng MonthlySub Addon ToUserECAL
AAA-12536	EntMobandSecE3 Shared Alng MonthlySub Addon ToUsrCrCAL
AAA-10760	EntMobandSecE3FromSA ShrdSvr ALNG SubsVL MVL PerUsr
AAA-10732	EntMobandSecE3Full ShrdSvr ALNG SubsVL MVL PerUsr
CE3-00006	EntMobandSecE5 ShrdSvr ALNG SubsVL MVL AddOn todeviceCore
CE3-00008	EntMobandSecE5 ShrdSvr ALNG SubsVL MVL AddOn todeviceECAL
CE3-00002	EntMobandSecE5 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCA
CE3-00004	EntMobandSecE5 ShrdSvr ALNG SubsVL MVL AddOn touserECAL
CE9-00002	EntMobandSecE5fromSA ShrdSvr ALNG SubsVL MVL PerUsr
CE6-00004	EntMobandSecE5Full ShrdSvr ALNG SU MVL EntMobandSecE3Full
CE6-00003	EntMobandSecE5Full ShrdSvr ALNG SubsVL MVL PerUsr
4DS-00001	EOArchExchOnln ShrdSvr ALNG SubsVL MVL PerUsr
7TC-00001	ExchgOnlnKsk ShrdSvr ALNG SubsVL MVL PerUsr
6NM-00002	ExchgOnlnP1AddOn ShrdSvr ALNG SubsVL MVL AddOn todvcExchS
6NM-00004	ExchgOnlnP1AddOn ShrdSvr ALNG SubsVL MVL AddOn tousrExchS
TRA-00065	ExchgOnlnPlan1 ShrdSvr ALNG SU MVL ExchgOnlnKsk PerUsr
TRA-00047	ExchgOnlnPlan1 ShrdSvr ALNG SubsVL MVL PerUsr
TQA-00004	ExchgOnlnPlan2 ShrdSvr ALNG SU MVL ExchgOnlnKsk PerUsr
TQA-00005	ExchgOnlnPlan2 ShrdSvr ALNG SU MVL ExchgOnlnPlan1 PerUsr
TQA-00001	ExchgOnlnPlan2 ShrdSvr ALNG SubsVL MVL PerUsr
TUA-00007	ExchOnlnArchExchSvr ShrdSvr ALNG SubsVL MVL PerUsr
6JT-00002	ExchOnlnPrtctn ShrdSvr ALNG SubsVL MVL PerUsr
F7A-00001	Flow50kRunsAddOn ShrdSvr ALNG SubsVL MVL AddOn
DNU-00002	FlowP1 ShrdSvr ALNG SubsVL MVL PerUsr
DNW-00001	FlowP2 ShrdSvr ALNG SubsVL MVL PerUsr

TJ9-00001	Intl Calling Plan ShrdSvr ALNG SubsVL MVL PerUsr
U5U-00001	IntunUSL ALNG SubsVL MVL PerUsr
U5U-00013	IntunUSL ShrdSvr ALNG SubsVL MVL PerDvc
U7U-00001	IntunUSLAddOn ALNG SubsVL MVL PerUsr
U7U-00002	IntunUSLAddOn ALNG SubsVL MVL XtraStrg1GB
AAA-10720	M365 E3 Addon ShrdSvr ALNG SubsVL MVL todeviceCoreCal w/OP
AAA-10762	M365 E3 Addon ShrdSvr ALNG SubsVL MVL todeviceECAL w/OPP
AAA-10742	M365 E3 Addon ShrdSvr ALNG SubsVL MVL touserCoreCal w/OPP
AAA-10740	M365 E3 Addon ShrdSvr ALNG SubsVL MVL touserECAL w/OPP
AAA-10726	M365 E3 FromSA ShrdSvr ALNG SubsVL MVL PerUsr
AAA-10756	M365 E3 ShrdSvr ALNG SubsVL MVL PerUsr
AAA-28628	M365 E5 Addon ShrdSvr ALNG SubsVL MVL Addon toDeviceCoreC
AAA-28676	M365 E5 Addon ShrdSvr ALNG SubsVL MVL Addon toDeviceECALw
AAA-28666	M365 E5 Addon ShrdSvr ALNG SubsVL MVL Addon toUserCoreCAL
AAA-28620	M365 E5 Addon ShrdSvr ALNG SubsVL MVL Addon toUserECALw/(
AAA-28664	M365 E5 From SA ShrdSvr ALNG SubsVL MVL PerUsr
AAA-28688	M365 E5 Step-up From M365 E3 ShrdSvr ALNG SubsVL MVL PerUs
AAA-28605	M365 E5 ShrdSvr ALNG SubsVL MVL PerUsr
V9N-00002	MS MyAnalytics ShrdSvr ALNG SubsVL MVL PerUsr
WA4-00002	MultifctrAuthntctn ShrdSvr ALNG SubsVL MVL PerUsr
KF5-00002	O365ATP ShrdSvr ALNG SubsVL MVL PerUsr
2SC-00003	O365CloudAppSec ShrdSvr ALNG SubsVL MVL PerUsr
T6A-00048	O365E1 ShrdSvr ALNG SU MVL ExchgOnInKsk PerUsr
T6A-00049	O365E1 ShrdSvr ALNG SU MVL ExchgOnInPlan1 PerUsr
T6A-00052	O365E1 ShrdSvr ALNG SU MVL O365F1 PerUsr
T6A-00077	O365E1 ShrdSvr ALNG SU MVL ONEDRIVEBSNSSw/OFFONLN PerU
T6A-00050	O365E1 ShrdSvr ALNG SU MVL SfBOnInP1 PerUsr
T6A-00051	O365E1 ShrdSvr ALNG SU MVL SfBOnInP2 PerUsr
T6A-00053	O365E1 ShrdSvr ALNG SU MVL ShrPntOnInP1 PerUsr
T6A-00074	O365E1 ShrdSvr ALNG SU MVL YammerEnt PerUsr
T6A-00024	O365E1 ShrdSvr ALNG SubsVL MVL PerUsr
6U6-00002	O365E1AddOn ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCA
6U6-00004	O365E1AddOn ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL
7R7-00002	O365E1FromSA ShrdSvr ALNG SubsVL MVL PerUsr
AAA-10899	O365E3 ShrdSvr ALNG SU MVL ExchgOnInKsk PerUsr
AAA-10900	O365E3 ShrdSvr ALNG SU MVL ExchgOnInPlan1 PerUsr
AAA-10901	O365E3 ShrdSvr ALNG SU MVL ExchgOnInPlan2 PerUsr
AAA-10902	O365E3 ShrdSvr ALNG SU MVL LyncOnInPlan1 PerUsr
AAA-10903	O365E3 ShrdSvr ALNG SU MVL LyncOnInPlan2 PerUsr
AAA-10904	O365E3 ShrdSvr ALNG SU MVL O365K1 PerUsr
AAA-10905	O365E3 ShrdSvr ALNG SU MVL O365K2 PerUsr
AAA-10912	O365E3 ShrdSvr ALNG SU MVL O365ProPlusSATRNSTN PerUsr
AAA-10906	O365E3 ShrdSvr ALNG SU MVL Off365E1 PerUsr
AAA-10907	O365E3 ShrdSvr ALNG SU MVL Off365E2 PerUsr
AAA-10908	O365E3 ShrdSvr ALNG SU MVL OfficeProPlusforO365 PerUsr
AAA-10914	O365E3 ShrdSvr ALNG SU MVL OneDriveforBsnssw/OfcOnln PerUs
AAA-10909	O365E3 ShrdSvr ALNG SU MVL ShrPntOnInP1 PerUsr

AAA-10910	O365E3 ShrdSvr ALNG SU MVL ShrPntOnInP2 PerUsr
AAA-10911	O365E3 ShrdSvr ALNG SU MVL YammerEnt PerUsr
AAA-10722	O365E3 ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCALw/OP
AAA-10724	O365E3 ShrdSvr ALNG SubsVL MVL AddOn todeviceECALw/OPP
AAA-10764	O365E3 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCALw/OPP
AAA-10730	O365E3 ShrdSvr ALNG SubsVL MVL AddOn touserECALw/OPP
AAA-10842	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr
AAA-10758	O365E3FromSA ShrdSvr ALNG SubsVL MVL PerUsr
6V5-00003	O365E3w/oProPlusAddOn ShrdSvr ALNG SubsVL MVL AddOn tode
6V5-00004	O365E3w/oProPlusAddOn ShrdSvr ALNG SubsVL MVL AddOn tode
6V5-00001	O365E3w/oProPlusAddOn ShrdSvr ALNG SubsVL MVL AddOn tous
6V5-00002	O365E3w/oProPlusAddOn ShrdSvr ALNG SubsVL MVL AddOn tous
SY9-00005	O365E5 ShrdSvr ALNG SU MVL O365PE1 PerUsr
SY9-00006	O365E5 ShrdSvr ALNG SU MVL O365PE3 PerUsr
SY9-00020	O365E5 ShrdSvr ALNG SU MVL O365PE4 PerUsr
SY9-00004	O365E5 ShrdSvr ALNG SubsVL MVL PerUsr
SZ6-00002	O365E5Addon ShrdSvr ALNG MVL AddOn todeviceCoreCALw/OPP
SZ6-00004	O365E5Addon ShrdSvr ALNG MVL AddOn touserCoreCALw/OPP
SZ6-00010	O365E5Addon ShrdSvr ALNG MVL AdOn toDvcCCALw/OPP+SfBPlu
SZ6-00014	O365E5Addon ShrdSvr ALNG MVL AdOn toDvcECALw/OPP+SfBPlu
SZ6-00012	O365E5Addon ShrdSvr ALNG MVL AdOn toUsrCCALw/OPP+SfBPlus
SZ6-00016	O365E5Addon ShrdSvr ALNG MVL AdOn toUsrECALw/OPP+SfBPlus
SZ6-00006	O365E5Addon ShrdSvr ALNG SubsVL MVL AddOn todeviceECALw/
SZ6-00008	O365E5Addon ShrdSvr ALNG SubsVL MVL AddOn touserECALw/O
SZ6-00023	O365E5AddonSUAddOntoDvcCoreCALw/OPPE3AddOntoDvcCCALv
SZ6-00024	O365E5AddonSUAddOntoDvcCoreCALw/OPPE4AddOntoDvcCCALv
SZ6-00019	O365E5AddonSUAddOntoDvcECALw/OPPE3AddOntoDvcECALw/O
SZ6-00020	O365E5AddonSUAddOntoDvcECALw/OPPE4AddOntoDvcECALw/O
SZ6-00031	O365E5AddonSUAddOntouserCoreCALw/OPPE3AddOntoUsrCCAL
SZ6-00032	O365E5AddonSUAddOntouserCoreCALw/OPPE4AddOntoUsrCCAL
SZ6-00027	O365E5AddonSUAddOntouserECALw/OPPE3AddOntoUsrECALw/O
SZ6-00028	O365E5AddonSUAddOntouserECALw/OPPE4AddOntoUsrECALw/O
SZ7-00002	O365E5fromSA ShrdSvr ALNG SubsVL MVL PerUsr
6WT-00001	O365ExtraFileStorage ShrdSvr ALNG SubsVL MVL AddOn XtraStrg1
TPA-00013	O365F1 ShrdSvr ALNG SU MVL ExchgOnInKsk PerUsr
TPA-00001	O365F1 ShrdSvr ALNG SubsVL MVL PerUsr
3JJ-00003	O365ProPlus ShrdSvr ALNG SubsVL MVL PerUsr
D7U-00002	O365ProPlusFromSA ShrdSvr ALNG SubsVL MVL PerUsr
TK6-00002	Office 365 Advanced Compliance ShrdSvr ALNG SubsVL MVL PerUs
3NM-00004	OneDriveforBsnssPlan1 ShrdSvr ALNG SubsVL MVL PerUsr
TL2-00004	OneDriveforBsnssPlan2 ShrdSvr ALNG SU MVL ONEDRIVEBSNSSw/
TL2-00003	OneDriveforBsnssPlan2 ShrdSvr ALNG SubsVL MVL PerUsr
3Q2-00002	ProjOnInEssntls ShrdSvr ALNG SubsVL MVL PerUsr
7E3-00004	ProjOnInEssntlsAddon ShrdSvr ALNG SubsVL MVL AddOn toDvcPrj
7E3-00002	ProjOnInEssntlsAddon ShrdSvr ALNG SubsVL MVL AddOn toUsrPrj
7SY-00005	ProjOnInPrem ShrdSvr ALNG SU MVL PrjctOnIn PerUsr
7SY-00006	ProjOnInPrem ShrdSvr ALNG SU MVL ProjOnInProf PerUsr

7SY-00002	ProjOnlnPrem ShrdSvr ALNG SubsVL MVL PerUsr
7QJ-00003	ProjOnlnPremAddon ShrdSvr ALNG SubsVL MVL AddOn toDvcPrjct
7QJ-00001	ProjOnlnPremAddon ShrdSvr ALNG SubsVL MVL AddOn toPrjctPro
7QJ-00006	ProjOnlnPremAddon ShrdSvr ALNG SubsVL MVL AddOn toPrjctStd
7QJ-00005	ProjOnlnPremAddon ShrdSvr ALNG SubsVL MVL AddOn toUsrPrjct
7VV-00002	ProjOnlnPremFromSA ShrdSvr ALNG SubsVL MVL PerUsr
7LS-00004	ProjOnlnProf ShrdSvr ALNG SU MVL PrjctProfForO365 PerUsr
7LS-00008	ProjOnlnProf ShrdSvr ALNG SU MVL ProjOnlnEssntls PerUsr
7LS-00002	ProjOnlnProf ShrdSvr ALNG SubsVL MVL PerUsr
7E6-00004	ProjOnlnProfAddon ShrdSvr ALNG SubsVL MVL AddOn toDvcPrjct
7E6-00002	ProjOnlnProfAddon ShrdSvr ALNG SubsVL MVL AddOn toPrjctProf
7E6-00008	ProjOnlnProfAddon ShrdSvr ALNG SubsVL MVL AddOn toPrjctStd
7E6-00006	ProjOnlnProfAddon ShrdSvr ALNG SubsVL MVL AddOn toUsrPrjct
7MK-00002	ProjOnlnProfFromSA ShrdSvr ALNG SubsVL MVL PerUsr
DNT-00002	PwrAppsP1 ShrdSvr ALNG SubsVL MVL PerUsr
DNV-00001	PwrAppsP2 ShrdSvr ALNG SubsVL MVL PerUsr
NK4-00002	PwrBIPro ShrdSvr ALNG SubsVL MVL PerUsr
AAA-11392	SfB Plus CAL ShrdSvr ALNG SubsVL MVL PerUser to M365 E3
FT5-00006	SfB Plus CAL ShrdSvr ALNG SubsVL MVL PerUsr
T2A-00017	SfBOnlnP1 ShrdSvr ALNG SubsVL MVL PerUsr
6PP-00002	SfBOnlnP1AddOn ShrdSvr ALNG SubsVL MVL AddOn todvcSfBStdC
6PP-00004	SfBOnlnP1AddOn ShrdSvr ALNG SubsVL MVL AddOn tousrSfBStdC
T3A-00007	SfBOnlnP2 ShrdSvr ALNG SU MVL SfBOnlnP1 PerUsr
T3A-00005	SfBOnlnP2 ShrdSvr ALNG SubsVL MVL PerUsr
6R9-00002	SharePointOnlnP1AddShrdSvr ALNG SubsVL MVL AddtodvcShrPtSt
6R9-00004	SharePointOnlnP1AddShrdSvr ALNG SubsVL MVL AddtousrShrPtSt
TVA-00020	ShrPntOnlnP1 ShrdSvr ALNG SubsVL MVL PerUsr
TWA-00016	ShrPntOnlnP2 ShrdSvr ALNG SU MVL ShrPntOnlnP1 PerUsr
TWA-00013	ShrPntOnlnP2 ShrdSvr ALNG SubsVL MVL PerUsr
N9U-00002	VisioOnlnP2 ShrdSvr ALNG SubsVL MVL PerUsr
WU5-00001	VisioOnlnP2CldAddOn ShrdSvr ALNG SubsVL MVL AddOn toVisioP
WU5-00002	VisioOnlnP2CldAddOn ShrdSvr ALNG SubsVL MVL AddOn toVisioSt
9K3-00002	VisioOnlnP2FromSA ShrdSvr ALNG SubsVL MVL PerUsr
NH3-00119	AdvancedThreatAnltcsCltMgtLic ALNG LicSAPk MVL PerOSE
NH3-00119	AdvancedThreatAnltcsCltMgtLic ALNG LicSAPk MVL PerOSE
NH3-00119	AdvancedThreatAnltcsCltMgtLic ALNG LicSAPk MVL PerOSE
NH3-00119	AdvancedThreatAnltcsCltMgtLic ALNG LicSAPk MVL PerOSE
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NH3-00119	AdvancedThreatAnltcsCltMgtLic ALNG LicSAPk MVL PerOSE
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NH3-00120	AdvancedThreatAnltcsCltMgtLic ALNG LicSAPk MVL PerUsr
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NH3-00120	AdvancedThreatAnltcsCltMgtLic ALNG LicSAPk MVL PerUsr

NH3-00121	AdvancedThreatAnltcsCltMgtLic ALNG SA MVL PerOSE
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NH3-00122	AdvancedThreatAnltcsCltMgtLic ALNG SA MVL PerUsr
AAA-28701	Az Plan OMS Automation & Control Global
AAA-28702	Az Plan OMS Automation & Control Plan US G
AAA-28802	Az Plan OMS Backup and DR Global
AAA-28803	Az Plan OMS Backup and DR Plan US G
AAA-29004	Az Plan OMS E1 Add on Global
AAA-29005	Az Plan OMS E1 Add on Plan US G
AAA-29105	Az Plan OMS E1 From SA Global
AAA-29106	Az Plan OMS E1 From SA Plan US G
AAA-28903	Az Plan OMS E1 Global
AAA-28904	Az Plan OMS E1 Plan US G
CC9-00010	Az Plan OMS E2
AAA-29307	Az Plan OMS E2 Add on Global
AAA-29308	Az Plan OMS E2 Add on Plan US G
AAA-29408	Az Plan OMS E2 From SA Global
AAA-29409	Az Plan OMS E2 From SA Plan US G
AAA-29206	Az Plan OMS E2 US G
AAA-29509	Az Plan OMS Insight & Analytics Global
AAA-29510	Az Plan OMS Insight & Analytics Plan US G
AAA-29610	Az Plan OMS Security & Compliance Global
AAA-29611	Az Plan OMS Security & Compliance Plan US G
U2V-00007	BingMapsEntPlatform ALNG SubsVL MVL Srvcs
T6V-00010	BingMapsIntrnlWbst ALNG SubsVL MVL Usage1.25mTrnsctns Add
T6V-00011	BingMapsIntrnlWbst ALNG SubsVL MVL Usage100KTrnsctns AddO
T6V-00012	BingMapsIntrnlWbst ALNG SubsVL MVL Usage2.1mTrnsctns AddO
T6V-00070	BingMapsIntrnlWbst ALNG SubsVL MVL Usage30MTrnsctns AddOr
T6V-00014	BingMapsIntrnlWbst ALNG SubsVL MVL Usage500KTrnsctns AddO
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T3V-00007	BingMapsKnwnUsr ALNG SubsVL MVL PerUsr
T5V-00028	BingMapsLightKnownUsr ALNG SubsVL MVL 500Bndl PerUsr
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T9V-00088	BingMapsPublicWbst ALNG SubsVL MVL Usage30MTrnsctns AddO
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T9V-00013	BingMapsPublicWbst ALNG SubsVL MVL Usage500KTrnsctns AddC
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V7U-00026	MobileAssetMgmt ALNG SubsVL MVL NAwRtngPerAsset AddOn
V7U-00008	MobileAssetMgmt ALNG SubsVL MVL Pltfrm Srvcs
V7U-00018	MobileAssetMgmt ALNG SubsVL MVL ROWwRtngPerAsset
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7AH-00282	SfBSVrEnCAL ALNG LicSAPk MVL UsrCAL
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7AH-00282	SfBSVrEnCAL ALNG LicSAPk MVL UsrCAL
7AH-00283	SfBSVrEnCAL ALNG SA MVL DvcCAL
7AH-00283	SfBSVrEnCAL ALNG SA MVL DvcCAL
7AH-00283	SfBSVrEnCAL ALNG SA MVL DvcCAL
7AH-00284	SfBSVrEnCAL ALNG SA MVL UsrCAL
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7AH-00284	SfBSVrEnCAL ALNG SA MVL UsrCAL
YEG-00396	SfBSvrPlusCAL ALNG LicSAPk MVL DvcCAL
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YEG-00396	SfBSvrPlusCAL ALNG LicSAPk MVL DvcCAL
YEG-00631	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL DvcCAL
YEG-00631	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL DvcCAL
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YEG-00632	SfBSvrPlusCAL ALNG LicSAPk MVL forECAL UsrCAL
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YEG-00397	SfBSvrPlusCAL ALNG LicSAPk MVL UsrCAL
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YEG-00634	SfBSvrPlusCAL ALNG SA MVL forECAL UsrCAL
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YEG-00399	SfBSvrPlusCAL ALNG SA MVL UsrCAL
YEG-00399	SfBSvrPlusCAL ALNG SA MVL UsrCAL
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76N-02345	SharePointEntCAL ALNG LicSAPk MVL DvcCAL
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76N-02427	SharePointEntCAL ALNG LicSAPk MVL UsrCAL
76N-02427	SharePointEntCAL ALNG LicSAPk MVL UsrCAL
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H04-00268	SharePointSvr ALNG SA MVL
6YH-00575	SkypeforBsnss ALNG LicSAPk MVL
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9TH-00145	SL1PrgrmtcCnnct ALNG ProEntSrvc MCS US AnnualSprtCntrct DAS
9TH-00145	SL1PrgrmtcCnnct ALNG ProEntSrvc MCS US AnnualSprtCntrct DAS
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9RS-00234	SL1PrgrmtcCpcty ALNG ProEntSrvc MCS US AnnualSprtCntrct DAS(
9RS-00234	SL1PrgrmtcCpcty ALNG ProEntSrvc MCS US AnnualSprtCntrct DAS(
9RS-00234	SL1PrgrmtcCpcty ALNG ProEntSrvc MCS US AnnualSprtCntrct DAS(
9RS-00234	SL1PrgrmtcCpcty ALNG ProEntSrvc MCS US AnnualSprtCntrct DAS(
BA3-00129	SL1PrgrmtcFndtn ALNG ProEntSrvc MCS US AnnualSprtCntrct DAS
BA3-00129	SL1PrgrmtcFndtn ALNG ProEntSrvc MCS US AnnualSprtCntrct DAS
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359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL
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359-00960	SQLCAL ALNG LicSAPk MVL UsrCAL
359-00960	SQLCAL ALNG LicSAPk MVL UsrCAL
359-00960	SQLCAL ALNG LicSAPk MVL UsrCAL
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810-04760	SQLSvrEnt ALNG SA MVL
810-04760	SQLSvrEnt ALNG SA MVL
810-04760	SQLSvrEnt ALNG SA MVL
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228-04433	SQLSvrStd ALNG SA MVL
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7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic
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TSC-00379	SysCtrDPMCltML ALNG LicSAPk MVL PerOSE
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TSC-00381	SysCtrDPMCltML ALNG SA MVL PerOSE
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TSC-00381	SysCtrDPMCltML ALNG SA MVL PerOSE
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TSC-00977	SysCtrDPMCltML ALNG SA MVL PerUsr
9TX-00635	SysCtrOpsMgrCltML ALNG LicSAPk MVL PerOSE
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9TX-00003	SysCtrOpsMgrCltML ALNG LicSAPk MVL PerUsr
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3ZK-00193	SysCtrOrchestratorSvr ALNG LicSAPk MVL PerOSE
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9EN-00494	SysCtrStdCore ALNG LicSAPk MVL 2Lic CoreLic
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9EN-00198	SysCtrStdCore ALNG SA MVL 2Lic CoreLic
4ZF-00019	VDAE3PerDvc ALNG SubsVL MVL PerDvc
E9R-00010	VDIStew/MDOP ALNG SubsVL MVL PerDvc
F2R-00010	VDIStew/oMDOP ALNG SubsVL MVL PerDvc
D87-01057	VisioPro ALNG LicSAPk MVL
D87-01057	VisioPro ALNG LicSAPk MVL
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D87-01057	VisioPro ALNG LicSAPk MVL
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D87-01159	VisioPro ALNG SA MVL
D87-01159	VisioPro ALNG SA MVL
D87-01159	VisioPro ALNG SA MVL
D87-02227	VisioPro ALNG SASU MVL VisioStd
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D86-01175	VisioStd ALNG LicSAPk MVL
D86-01175	VisioStd ALNG LicSAPk MVL
D86-01175	VisioStd ALNG LicSAPk MVL
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D86-01175	VisioStd ALNG LicSAPk MVL
D86-01253	VisioStd ALNG SA MVL
D86-01253	VisioStd ALNG SA MVL
D86-01253	VisioStd ALNG SA MVL
MX3-00115	VSEntSubMSDN ALNG LicSAPk MVL
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77D-00111	VSProSubMSDN ALNG SA MVL
77D-00111	VSProSubMSDN ALNG SA MVL
125-00110	VSTeamFndtnSvr ALNG LicSAPk MVL
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125-00110	VSTeamFndtnSvr ALNG LicSAPk MVL
125-00110	VSTeamFndtnSvr ALNG LicSAPk MVL
125-00110	VSTeamFndtnSvr ALNG LicSAPk MVL
125-00110	VSTeamFndtnSvr ALNG LicSAPk MVL
125-00110	VSTeamFndtnSvr ALNG LicSAPk MVL
125-00124	VSTeamFndtnSvr ALNG SA MVL
125-00124	VSTeamFndtnSvr ALNG SA MVL
125-00124	VSTeamFndtnSvr ALNG SA MVL
126-00156	VSTeamFndtnSvrCAL ALNG LicSAPk MVL DvcCAL
126-00156	VSTeamFndtnSvrCAL ALNG LicSAPk MVL DvcCAL
126-00156	VSTeamFndtnSvrCAL ALNG LicSAPk MVL DvcCAL
126-00156	VSTeamFndtnSvrCAL ALNG LicSAPk MVL DvcCAL
126-00156	VSTeamFndtnSvrCAL ALNG LicSAPk MVL DvcCAL

126-00156	VSTeamFndtnSvrCAL ALNG LicSAPk MVL DvcCAL
126-00156	VSTeamFndtnSvrCAL ALNG LicSAPk MVL DvcCAL
126-00169	VSTeamFndtnSvrCAL ALNG LicSAPk MVL UsrCAL
126-00169	VSTeamFndtnSvrCAL ALNG LicSAPk MVL UsrCAL
126-00169	VSTeamFndtnSvrCAL ALNG LicSAPk MVL UsrCAL
126-00169	VSTeamFndtnSvrCAL ALNG LicSAPk MVL UsrCAL
126-00169	VSTeamFndtnSvrCAL ALNG LicSAPk MVL UsrCAL
126-00169	VSTeamFndtnSvrCAL ALNG LicSAPk MVL UsrCAL
126-00169	VSTeamFndtnSvrCAL ALNG LicSAPk MVL UsrCAL
126-00183	VSTeamFndtnSvrCAL ALNG SA MVL DvcCAL
126-00183	VSTeamFndtnSvrCAL ALNG SA MVL DvcCAL
126-00183	VSTeamFndtnSvrCAL ALNG SA MVL DvcCAL
126-00196	VSTeamFndtnSvrCAL ALNG SA MVL UsrCAL
126-00196	VSTeamFndtnSvrCAL ALNG SA MVL UsrCAL
126-00196	VSTeamFndtnSvrCAL ALNG SA MVL UsrCAL
WF9-00008	VSTeamSrvcs ShrdSvr ALNG Fee MVL 1Pipeline Ovg VSTSB&DHstdI
WF9-00009	VSTeamSrvcs ShrdSvr ALNG Fee MVL 1PL Ovg VSTSB&DPvtPipeline
L5D-00161	VSTstProSubMSDN ALNG LicSAPk MVL
L5D-00161	VSTstProSubMSDN ALNG LicSAPk MVL
L5D-00161	VSTstProSubMSDN ALNG LicSAPk MVL
L5D-00161	VSTstProSubMSDN ALNG LicSAPk MVL
L5D-00161	VSTstProSubMSDN ALNG LicSAPk MVL
L5D-00161	VSTstProSubMSDN ALNG LicSAPk MVL
L5D-00161	VSTstProSubMSDN ALNG LicSAPk MVL
L5D-00162	VSTstProSubMSDN ALNG SA MVL
L5D-00162	VSTstProSubMSDN ALNG SA MVL
L5D-00162	VSTstProSubMSDN ALNG SA MVL
T98-00796	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL DvcCAL
T98-00796	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL DvcCAL
T98-00796	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL DvcCAL
T98-00796	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL DvcCAL
T98-00796	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL DvcCAL
T98-00796	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL DvcCAL
T98-00796	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL DvcCAL
T98-00797	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL UsrCAL
T98-00797	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL UsrCAL
T98-00797	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL UsrCAL
T98-00797	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL UsrCAL
T98-00797	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL UsrCAL
T98-00797	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL UsrCAL
T98-00797	WinRghtsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL UsrCAL
T98-00798	WinRghtsMgmtSrvcsCAL WinNT ALNG SA MVL DvcCAL
T98-00798	WinRghtsMgmtSrvcsCAL WinNT ALNG SA MVL DvcCAL
T98-00798	WinRghtsMgmtSrvcsCAL WinNT ALNG SA MVL DvcCAL
T98-00799	WinRghtsMgmtSrvcsCAL WinNT ALNG SA MVL UsrCAL
T98-00799	WinRghtsMgmtSrvcsCAL WinNT ALNG SA MVL UsrCAL
T98-00799	WinRghtsMgmtSrvcsCAL WinNT ALNG SA MVL UsrCAL

T99-00367	WinRghtsMgmtSrvcsExtConn WinNT ALNG LicSAPk MVL
T99-00367	WinRghtsMgmtSrvcsExtConn WinNT ALNG LicSAPk MVL
T99-00367	WinRghtsMgmtSrvcsExtConn WinNT ALNG LicSAPk MVL
T99-00367	WinRghtsMgmtSrvcsExtConn WinNT ALNG LicSAPk MVL
T99-00367	WinRghtsMgmtSrvcsExtConn WinNT ALNG LicSAPk MVL
T99-00367	WinRghtsMgmtSrvcsExtConn WinNT ALNG LicSAPk MVL
T99-00367	WinRghtsMgmtSrvcsExtConn WinNT ALNG LicSAPk MVL
T99-00368	WinRghtsMgmtSrvcsExtConn WinNT ALNG SA MVL
T99-00368	WinRghtsMgmtSrvcsExtConn WinNT ALNG SA MVL
T99-00368	WinRghtsMgmtSrvcsExtConn WinNT ALNG SA MVL
6VC-01251	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL
6VC-01251	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL
6VC-01251	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL
6VC-01251	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL
6VC-01251	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL
6VC-01251	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL
6VC-01251	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL
6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL
6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL
6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL
6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL
6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL
6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL
6VC-01252	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL
6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL
6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL
6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL
6VC-02567	WinRmtDsktpSrvcsCAL ALNG SubsVL MVL PerUsr
6XC-00298	WinRmtDsktpSrvcsExtConn ALNG LicSAPk MVL
6XC-00298	WinRmtDsktpSrvcsExtConn ALNG LicSAPk MVL
6XC-00298	WinRmtDsktpSrvcsExtConn ALNG LicSAPk MVL
6XC-00298	WinRmtDsktpSrvcsExtConn ALNG LicSAPk MVL
6XC-00298	WinRmtDsktpSrvcsExtConn ALNG LicSAPk MVL
6XC-00298	WinRmtDsktpSrvcsExtConn ALNG LicSAPk MVL
6XC-00298	WinRmtDsktpSrvcsExtConn ALNG LicSAPk MVL
6XC-00299	WinRmtDsktpSrvcsExtConn ALNG SA MVL
6XC-00299	WinRmtDsktpSrvcsExtConn ALNG SA MVL
6XC-00299	WinRmtDsktpSrvcsExtConn ALNG SA MVL
P71-07281	WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc
P71-07281	WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc
P71-07281	WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc
P71-07281	WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic

9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic
9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic
9EA-00279	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic
9EA-00279	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic
9EA-00279	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic
9EA-00279	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic
R39-00374	WinSvrExtConn ALNG LicSAPk MVL
R39-00374	WinSvrExtConn ALNG LicSAPk MVL
R39-00374	WinSvrExtConn ALNG LicSAPk MVL
R39-00374	WinSvrExtConn ALNG LicSAPk MVL
R39-00374	WinSvrExtConn ALNG LicSAPk MVL
R39-00374	WinSvrExtConn ALNG LicSAPk MVL
R39-00374	WinSvrExtConn ALNG LicSAPk MVL
R39-00396	WinSvrExtConn ALNG SA MVL
R39-00396	WinSvrExtConn ALNG SA MVL
R39-00396	WinSvrExtConn ALNG SA MVL
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic

SE AGREEMENT

Product Type	MSRP	Purchase Period
On premise	$ 85.00	Added at Signing
On premise	$ 237.00	TrueUp Yr1
On premise	$ 198.00	TrueUp Yr2
On premise	$ 160.00	TrueUp Yr3
On premise	$ 72.00	Added at Signing
On premise	$ 201.00	TrueUp Yr1
On premise	$ 168.00	TrueUp Yr2
On premise	$ 136.00	TrueUp Yr3
On premise	$ 94.00	Added at Signing
On premise	$ 261.00	TrueUp Yr1
On premise	$ 220.00	TrueUp Yr2
On premise	$ 177.00	TrueUp Yr3
On premise	$ 110.00	Added at Signing
On premise	$ 306.00	TrueUp Yr1
On premise	$ 258.00	TrueUp Yr2
On premise	$ 208.00	TrueUp Yr3
On premise	$ 42.00	1 Yr(s) Remaining
On premise	$ 126.00	3 Yr(s) Remaining
On premise	$ 40.00	1 Yr(s) Remaining
On premise	$ 120.00	3 Yr(s) Remaining
On premise	$ 52.00	1 Yr(s) Remaining
On premise	$ 156.00	3 Yr(s) Remaining
On premise	$ 55.00	1 Yr(s) Remaining
On premise	$ 165.00	3 Yr(s) Remaining
On premise	$ 0.60	Non-Specific
On premise	$ 166.00	Added at Signing
On premise	$ 459.00	TrueUp Yr1
On premise	$ 382.00	TrueUp Yr2
On premise	$ 304.00	TrueUp Yr3
On premise	$ 142.00	Added at Signing
On premise	$ 393.00	TrueUp Yr1
On premise	$ 326.00	TrueUp Yr2
On premise	$ 259.00	TrueUp Yr3
On premise	$ 185.00	Added at Signing
On premise	$ 510.00	TrueUp Yr1
On premise	$ 424.00	TrueUp Yr2
On premise	$ 337.00	TrueUp Yr3
On premise	$ 216.00	Added at Signing
On premise	$ 597.00	TrueUp Yr1
On premise	$ 496.00	TrueUp Yr2
On premise	$ 395.00	TrueUp Yr3
On premise	$ 100.00	1 Yr(s) Remaining
On premise	$ 300.00	3 Yr(s) Remaining

On premise	$	95.00	1 Yr(s) Remaining
On premise	$	285.00	3 Yr(s) Remaining
On premise	$	123.00	1 Yr(s) Remaining
On premise	$	369.00	3 Yr(s) Remaining
On premise	$	130.00	1 Yr(s) Remaining
On premise	$	390.00	3 Yr(s) Remaining
On premise	$	144.00	1 Yr(s) Remaining
On premise	$	184.00	2 Yr(s) Remaining
On premise	$	224.00	3 Yr(s) Remaining
On premise	$	82.00	Added at Signing
On premise	$	123.00	1 Yr(s) Remaining
On premise	$	158.00	2 Yr(s) Remaining
On premise	$	193.00	3 Yr(s) Remaining
On premise	$	70.00	Added at Signing
On premise	$	160.00	1 Yr(s) Remaining
On premise	$	205.00	2 Yr(s) Remaining
On premise	$	250.00	3 Yr(s) Remaining
On premise	$	91.00	Added at Signing
On premise	$	187.00	1 Yr(s) Remaining
On premise	$	239.00	2 Yr(s) Remaining
On premise	$	291.00	3 Yr(s) Remaining
On premise	$	106.00	Added at Signing
On premise	$	381.00	Added at Signing
On premise	$	1,053.00	TrueUp Yr1
On premise	$	872.00	TrueUp Yr2
On premise	$	691.00	TrueUp Yr3
On premise	$	245.00	1 Yr(s) Remaining
On premise	$	735.00	3 Yr(s) Remaining
On premise	$	70.00	Added at Signing
On premise	$	212.00	Added at Signing
On premise	$	585.00	TrueUp Yr1
On premise	$	488.00	TrueUp Yr2
On premise	$	388.00	TrueUp Yr3
On premise	$	180.00	Added at Signing
On premise	$	498.00	TrueUp Yr1
On premise	$	414.00	TrueUp Yr2
On premise	$	330.00	TrueUp Yr3
On premise	$	110.00	1 Yr(s) Remaining
On premise	$	330.00	3 Yr(s) Remaining
On premise	$	105.00	1 Yr(s) Remaining
On premise	$	315.00	3 Yr(s) Remaining
On premise	$	311.00	Added at Signing
On premise	$	861.00	TrueUp Yr1
On premise	$	714.00	TrueUp Yr2
On premise	$	568.00	TrueUp Yr3
On premise	$	191.00	1 Yr(s) Remaining
On premise	$	573.00	3 Yr(s) Remaining

On premise	$	42.00	Added at Signing
On premise	$	117.00	TrueUp Yr1
On premise	$	100.00	TrueUp Yr2
On premise	$	81.00	TrueUp Yr3
On premise	$	34.00	Added at Signing
On premise	$	96.00	TrueUp Yr1
On premise	$	80.00	TrueUp Yr2
On premise	$	65.00	TrueUp Yr3
On premise	$	44.00	Added at Signing
On premise	$	123.00	TrueUp Yr1
On premise	$	104.00	TrueUp Yr2
On premise	$	84.00	TrueUp Yr3
On premise	$	55.00	Added at Signing
On premise	$	153.00	TrueUp Yr1
On premise	$	130.00	TrueUp Yr2
On premise	$	105.00	TrueUp Yr3
On premise	$	20.00	1 Yr(s) Remaining
On premise	$	60.00	3 Yr(s) Remaining
On premise	$	17.00	1 Yr(s) Remaining
On premise	$	51.00	3 Yr(s) Remaining
On premise	$	21.00	1 Yr(s) Remaining
On premise	$	63.00	3 Yr(s) Remaining
On premise	$	27.00	1 Yr(s) Remaining
On premise	$	81.00	3 Yr(s) Remaining
On premise	$	1.60	Non-Specific
On premise	$	7.89	Non-Specific
On premise	$	7.53	Non-Specific
On premise	$	9.70	Non-Specific
On premise	$	9.20	Non-Specific
On premise	$	49.00	1 Yr(s) Remaining
On premise	$	147.00	3 Yr(s) Remaining
On premise	$	47.00	1 Yr(s) Remaining
On premise	$	141.00	3 Yr(s) Remaining
On premise	$	69.00	Added at Signing
On premise	$	189.00	TrueUp Yr1
On premise	$	154.00	TrueUp Yr2
On premise	$	118.00	TrueUp Yr3
On premise	$	59.00	Added at Signing
On premise	$	162.00	TrueUp Yr1
On premise	$	132.00	TrueUp Yr2
On premise	$	102.00	TrueUp Yr3
On premise	$	6.20	Non-Specific
On premise	$	5.90	Non-Specific
On premise	$	1.40	Non-Specific
On premise	$	5.50	Non-Specific
On premise	$	5.20	Non-Specific
On premise	$	9.10	Non-Specific

On premise	$	8.90	Non-Specific
On premise	$	4.20	Non-Specific
On premise	$	11.80	Non-Specific
On premise	$	11.50	Non-Specific
On premise	$	6.90	Non-Specific
On premise	$	11.00	Non-Specific
On premise	$	10.80	Non-Specific
On premise	$	5.60	Non-Specific
Government Cloud	$	1.80	1 Month(s)
Government Cloud	$	4.40	1 Month(s)
Government Cloud	$	13.20	1 Month(s)
On premise	$	4.91	1 Month(s)
On premise	$	1.90	1 Month(s)
On premise	$	1.80	1 Month(s)
On premise	$	3.77	1 Month(s)
On premise	$	3.57	1 Month(s)
On premise	$	1.71	1 Month(s)
On premise	$	1.63	1 Month(s)
On premise	$	3.29	1 Month(s)
On premise	$	3.13	1 Month(s)
Government Cloud	$	6.30	1 Month(s)
Government Cloud	$	5.30	1 Month(s)
Government Cloud	$	4.70	1 Month(s)
Government Cloud	$	6.00	1 Month(s)
Government Cloud	$	7.30	1 Month(s)
Government Cloud	$	9.30	1 Month(s)
Government Cloud	$	13.00	1 Month(s)
Government Cloud	$	12.00	1 Month(s)
Government Cloud	$	12.60	1 Month(s)
Government Cloud	$	11.40	1 Month(s)
Government Cloud	$	13.60	1 Month(s)
Government Cloud	$	6.40	1 Month(s)
Government Cloud	$	15.70	1 Month(s)
Government Cloud	$	2.50	1 Month(s)
Government Cloud	$	1.90	1 Month(s)
Government Cloud	$	2.70	1 Month(s)
Government Cloud	$	2.40	1 Month(s)
Government Cloud	$	1.70	1 Month(s)
Government Cloud	$	3.50	1 Month(s)
Government Cloud	$	5.40	1 Month(s)
Government Cloud	$	3.80	1 Month(s)
Government Cloud	$	7.30	1 Month(s)
Government Cloud	$	2.50	1 Month(s)
Government Cloud	$	1.00	1 Month(s)
Government Cloud	$	44.00	1 Month(s)
Government Cloud	$	5.40	1 Month(s)
Government Cloud	$	16.00	1 Month(s)

Government Cloud	$	26.30	1 Month(s)
Government Cloud	$	5.50	1 Month(s)
Government Cloud	$	8.20	1 Month(s)
Government Cloud	$	3.10	1 Month(s)
Government Cloud	$	2.80	1 Month(s)
Government Cloud	$	13.80	1 Month(s)
Government Cloud	$	9.60	1 Month(s)
Government Cloud	$	12.60	1 Month(s)
Government Cloud	$	7.20	1 Month(s)
Government Cloud	$	28.20	1 Month(s)
Government Cloud	$	34.30	1 Month(s)
Government Cloud	$	40.70	1 Month(s)
Government Cloud	$	36.10	1 Month(s)
Government Cloud	$	39.80	1 Month(s)
Government Cloud	$	33.70	1 Month(s)
Government Cloud	$	53.40	1 Month(s)
Government Cloud	$	25.80	1 Month(s)
Government Cloud	$	59.90	1 Month(s)
Government Cloud	$	3.70	1 Month(s)
Government Cloud	$	1.20	1 Month(s)
Government Cloud	$	1.90	1 Month(s)
Government Cloud	$	2.70	1 Month(s)
Government Cloud	$	5.50	1 Month(s)
Government Cloud	$	3.80	1 Month(s)
Government Cloud	$	4.20	1 Month(s)
Government Cloud	$	2.80	1 Month(s)
Government Cloud	$	5.80	1 Month(s)
Government Cloud	$	2.70	1 Month(s)
Government Cloud	$	4.60	1 Month(s)
Government Cloud	$	4.20	1 Month(s)
Government Cloud	$	7.30	1 Month(s)
Government Cloud	$	5.70	1 Month(s)
Government Cloud	$	4.70	1 Month(s)
Government Cloud	$	6.00	1 Month(s)
Government Cloud	$	18.80	1 Month(s)
Government Cloud	$	17.20	1 Month(s)
Government Cloud	$	13.40	1 Month(s)
Government Cloud	$	19.10	1 Month(s)
Government Cloud	$	16.00	1 Month(s)
Government Cloud	$	17.60	1 Month(s)
Government Cloud	$	17.00	1 Month(s)
Government Cloud	$	11.80	1 Month(s)
Government Cloud	$	13.40	1 Month(s)
Government Cloud	$	13.40	1 Month(s)
Government Cloud	$	9.70	1 Month(s)
Government Cloud	$	16.20	1 Month(s)
Government Cloud	$	18.00	1 Month(s)

Government Cloud	$	11.60	1 Month(s)
Government Cloud	$	17.50	1 Month(s)
Government Cloud	$	7.90	1 Month(s)
Government Cloud	$	4.90	1 Month(s)
Government Cloud	$	6.90	1 Month(s)
Government Cloud	$	2.50	1 Month(s)
Government Cloud	$	20.70	1 Month(s)
Government Cloud	$	17.00	1 Month(s)
Government Cloud	$	11.20	1 Month(s)
Government Cloud	$	8.20	1 Month(s)
Government Cloud	$	10.20	1 Month(s)
Government Cloud	$	6.30	1 Month(s)
Government Cloud	$	28.50	1 Month(s)
Government Cloud	$	15.30	1 Month(s)
Government Cloud	$	12.90	1 Month(s)
Government Cloud	$	35.70	1 Month(s)
Government Cloud	$	24.20	1 Month(s)
Government Cloud	$	23.20	1 Month(s)
Government Cloud	$	22.50	1 Month(s)
Government Cloud	$	19.50	1 Month(s)
Government Cloud	$	21.00	1 Month(s)
Government Cloud	$	16.60	1 Month(s)
Government Cloud	$	21.20	1 Month(s)
Government Cloud	$	18.80	1 Month(s)
Government Cloud	$	16.40	1 Month(s)
Government Cloud	$	14.50	1 Month(s)
Government Cloud	$	16.40	1 Month(s)
Government Cloud	$	14.50	1 Month(s)
Government Cloud	$	16.40	1 Month(s)
Government Cloud	$	14.50	1 Month(s)
Government Cloud	$	16.40	1 Month(s)
Government Cloud	$	14.50	1 Month(s)
Government Cloud	$	31.70	1 Month(s)
Government Cloud	$	0.30	1 Month(s)
Government Cloud	$	1.30	1 Month(s)
Government Cloud	$	3.10	1 Month(s)
Government Cloud	$	11.00	1 Month(s)
Government Cloud	$	8.90	1 Month(s)
Government Cloud	$	7.30	1 Month(s)
Government Cloud	$	4.50	1 Month(s)
Government Cloud	$	4.60	1 Month(s)
Government Cloud	$	9.10	1 Month(s)
Government Cloud	$	6.40	1 Month(s)
Government Cloud	$	3.80	1 Month(s)
Government Cloud	$	2.90	1 Month(s)
Government Cloud	$	19.50	1 Month(s)
Government Cloud	$	22.10	1 Month(s)

Government Cloud	$	48.60	1 Month(s)
Government Cloud	$	40.90	1 Month(s)
Government Cloud	$	25.40	1 Month(s)
Government Cloud	$	28.40	1 Month(s)
Government Cloud	$	40.10	1 Month(s)
Government Cloud	$	41.30	1 Month(s)
Government Cloud	$	4.50	1 Month(s)
Government Cloud	$	20.20	1 Month(s)
Government Cloud	$	26.50	1 Month(s)
Government Cloud	$	21.10	1 Month(s)
Government Cloud	$	5.60	1 Month(s)
Government Cloud	$	10.50	1 Month(s)
Government Cloud	$	20.20	1 Month(s)
Government Cloud	$	22.60	1 Month(s)
Government Cloud	$	7.50	1 Month(s)
Government Cloud	$	42.70	1 Month(s)
Government Cloud	$	9.00	1 Month(s)
On premise	$	1.80	1 Month(s)
On premise	$	1.80	1 Month(s)
Government Cloud	$	1.60	1 Month(s)
Government Cloud	$	1.40	1 Month(s)
Government Cloud	$	1.30	1 Month(s)
Government Cloud	$	3.10	1 Month(s)
On premise	$	4.70	1 Month(s)
On premise	$	1.40	1 Month(s)
On premise	$	1.10	1 Month(s)
Government Cloud	$	4.50	1 Month(s)
Government Cloud	$	4.60	1 Month(s)
Government Cloud	$	9.10	1 Month(s)
Government Cloud	$	13.60	1 Month(s)
Government Cloud	$	2.60	1 Month(s)
Government Cloud	$	5.90	1 Month(s)
Government Cloud	$	11.50	1 Month(s)
Government Cloud	$	67.00	1 Yr(s) Remaining
Government Cloud	$	82.00	2 Yr(s) Remaining
Government Cloud	$	96.00	3 Yr(s) Remaining
Government Cloud	$	35.00	Added at Signing
Government Cloud	$	96.00	TrueUp Yr1
Government Cloud	$	82.00	TrueUp Yr2
Government Cloud	$	67.00	TrueUp Yr3
Government Cloud	$	87.00	1 Yr(s) Remaining
Government Cloud	$	106.00	2 Yr(s) Remaining
Government Cloud	$	126.00	3 Yr(s) Remaining
Government Cloud	$	45.00	Added at Signing
Government Cloud	$	126.00	TrueUp Yr1
Government Cloud	$	106.00	TrueUp Yr2
Government Cloud	$	87.00	TrueUp Yr3

Government Cloud	$	15.00	1 Yr(s) Remaining
Government Cloud	$	30.00	2 Yr(s) Remaining
Government Cloud	$	45.00	3 Yr(s) Remaining
Government Cloud	$	20.00	1 Yr(s) Remaining
Government Cloud	$	40.00	2 Yr(s) Remaining
Government Cloud	$	60.00	3 Yr(s) Remaining
Government Cloud	$	11.00	Non-Specific
Government Cloud	$	11.00	Non-Specific
Government Cloud	$	33.00	Non-Specific
Government Cloud	$	33.00	Non-Specific
Government Cloud	$	14.10	Non-Specific
Government Cloud	$	14.10	Non-Specific
Government Cloud	$	19.10	Non-Specific
Government Cloud	$	19.10	Non-Specific
Government Cloud	$	22.00	Non-Specific
Government Cloud	$	22.00	Non-Specific
Government Cloud	$	38.50	Non-Specific
Government Cloud	$	30.60	Non-Specific
Government Cloud	$	30.60	Non-Specific
Government Cloud	$	35.60	Non-Specific
Government Cloud	$	35.60	Non-Specific
Government Cloud	$	38.50	Non-Specific
Government Cloud	$	16.50	Non-Specific
Government Cloud	$	16.50	Non-Specific
Government Cloud	$	16.50	Non-Specific
Government Cloud	$	16.50	Non-Specific
Government Cloud	$	116.00	Non-Specific
Government Cloud	$	4,433.00	Non-Specific
Government Cloud	$	1,164.00	Non-Specific
Government Cloud	$	7,203.00	Non-Specific
Government Cloud	$	14,696.00	Non-Specific
Government Cloud	$	3,725.00	Non-Specific
Government Cloud	$	6,046.00	Non-Specific
Government Cloud	$	1.39	Non-Specific
Government Cloud	$	103.00	Non-Specific
Government Cloud	$	851.00	Non-Specific
Government Cloud	$	391.00	Non-Specific
Government Cloud	$	4,433.00	Non-Specific
Government Cloud	$	14,696.00	Non-Specific
Government Cloud	$	7,203.00	Non-Specific
Government Cloud	$	2,201.00	Non-Specific
Government Cloud	$	9,503.00	Non-Specific
Government Cloud	$	2,715.00	Non-Specific
On premise	$	11,936.00	1 Yr(s) Remaining
On premise	$	14,590.00	2 Yr(s) Remaining
On premise	$	17,241.00	3 Yr(s) Remaining
On premise	$	6,189.00	Added at Signing

On premise	$	17,241.00	TrueUp Yr1
On premise	$	14,590.00	TrueUp Yr2
On premise	$	11,936.00	TrueUp Yr3
On premise	$	2,653.00	1 Yr(s) Remaining
On premise	$	5,306.00	2 Yr(s) Remaining
On premise	$	7,959.00	3 Yr(s) Remaining
On premise	$	1,117.00	1 Yr(s) Remaining
On premise	$	1,366.00	2 Yr(s) Remaining
On premise	$	1,614.00	3 Yr(s) Remaining
On premise	$	579.00	Added at Signing
On premise	$	1,614.00	TrueUp Yr1
On premise	$	1,366.00	TrueUp Yr2
On premise	$	1,117.00	TrueUp Yr3
On premise	$	249.00	1 Yr(s) Remaining
On premise	$	498.00	2 Yr(s) Remaining
On premise	$	747.00	3 Yr(s) Remaining
On premise	$	19,528.00	1 Yr(s) Remaining
On premise	$	23,868.00	2 Yr(s) Remaining
On premise	$	28,209.00	3 Yr(s) Remaining
On premise	$	10,126.00	Added at Signing
On premise	$	28,209.00	TrueUp Yr1
On premise	$	23,868.00	TrueUp Yr2
On premise	$	19,528.00	TrueUp Yr3
On premise	$	4,340.00	1 Yr(s) Remaining
On premise	$	8,680.00	2 Yr(s) Remaining
On premise	$	13,020.00	3 Yr(s) Remaining
On premise	$	18,412.00	1 Yr(s) Remaining
On premise	$	22,503.00	2 Yr(s) Remaining
On premise	$	26,594.00	3 Yr(s) Remaining
On premise	$	9,547.00	Added at Signing
On premise	$	15,052.00	1 Yr(s) Remaining
On premise	$	18,396.00	2 Yr(s) Remaining
On premise	$	21,741.00	3 Yr(s) Remaining
On premise	$	7,805.00	Added at Signing
On premise	$	4,477.00	1 Yr(s) Remaining
On premise	$	5,472.00	2 Yr(s) Remaining
On premise	$	6,468.00	3 Yr(s) Remaining
On premise	$	2,321.00	Added at Signing
On premise	$	6,468.00	TrueUp Yr1
On premise	$	5,472.00	TrueUp Yr2
On premise	$	4,477.00	TrueUp Yr3
On premise	$	995.00	1 Yr(s) Remaining
On premise	$	1,990.00	2 Yr(s) Remaining
On premise	$	2,985.00	3 Yr(s) Remaining
On premise	$	3,360.00	1 Yr(s) Remaining
On premise	$	4,107.00	2 Yr(s) Remaining
On premise	$	4,854.00	3 Yr(s) Remaining

On premise	$	1,743.00	Added at Signing
On premise	$	898.00	1 Yr(s) Remaining
On premise	$	1,098.00	2 Yr(s) Remaining
On premise	$	1,299.00	3 Yr(s) Remaining
On premise	$	466.00	Added at Signing
On premise	$	1,299.00	TrueUp Yr1
On premise	$	1,098.00	TrueUp Yr2
On premise	$	898.00	TrueUp Yr3
On premise	$	674.00	1 Yr(s) Remaining
On premise	$	874.00	2 Yr(s) Remaining
On premise	$	1,074.00	3 Yr(s) Remaining
On premise	$	391.00	Added at Signing
On premise	$	1,074.00	TrueUp Yr1
On premise	$	874.00	TrueUp Yr2
On premise	$	674.00	TrueUp Yr3
On premise	$	324.00	1 Yr(s) Remaining
On premise	$	524.00	2 Yr(s) Remaining
On premise	$	723.00	3 Yr(s) Remaining
On premise	$	275.00	Added at Signing
On premise	$	723.00	TrueUp Yr1
On premise	$	524.00	TrueUp Yr2
On premise	$	324.00	TrueUp Yr3
On premise	$	200.00	1 Yr(s) Remaining
On premise	$	400.00	2 Yr(s) Remaining
On premise	$	600.00	3 Yr(s) Remaining
On premise	$	713.00	1 Yr(s) Remaining
On premise	$	871.00	2 Yr(s) Remaining
On premise	$	1,030.00	3 Yr(s) Remaining
On premise	$	370.00	Added at Signing
On premise	$	186.00	1 Yr(s) Remaining
On premise	$	228.00	2 Yr(s) Remaining
On premise	$	270.00	3 Yr(s) Remaining
On premise	$	96.00	Added at Signing
On premise	$	270.00	TrueUp Yr1
On premise	$	228.00	TrueUp Yr2
On premise	$	186.00	TrueUp Yr3
On premise	$	103.00	1 Yr(s) Remaining
On premise	$	144.00	2 Yr(s) Remaining
On premise	$	186.00	3 Yr(s) Remaining
On premise	$	69.00	Added at Signing
On premise	$	186.00	TrueUp Yr1
On premise	$	144.00	TrueUp Yr2
On premise	$	103.00	TrueUp Yr3
On premise	$	103.00	1 Yr(s) Remaining
On premise	$	144.00	2 Yr(s) Remaining
On premise	$	186.00	3 Yr(s) Remaining
On premise	$	69.00	Added at Signing

On premise	$	186.00	TrueUp Yr1
On premise	$	144.00	TrueUp Yr2
On premise	$	103.00	TrueUp Yr3
On premise	$	42.00	1 Yr(s) Remaining
On premise	$	84.00	2 Yr(s) Remaining
On premise	$	126.00	3 Yr(s) Remaining
On premise	$	0.70	Non-Specific
On premise	$	-	Non-Specific
On premise	$	43.00	1 Yr(s) Remaining
On premise	$	64.00	2 Yr(s) Remaining
On premise	$	87.00	3 Yr(s) Remaining
On premise	$	32.00	Added at Signing
On premise	$	87.00	TrueUp Yr1
On premise	$	64.00	TrueUp Yr2
On premise	$	43.00	TrueUp Yr3
On premise	$	56.00	1 Yr(s) Remaining
On premise	$	84.00	2 Yr(s) Remaining
On premise	$	111.00	3 Yr(s) Remaining
On premise	$	41.00	Added at Signing
On premise	$	111.00	TrueUp Yr1
On premise	$	84.00	TrueUp Yr2
On premise	$	56.00	TrueUp Yr3
On premise	$	21.00	1 Yr(s) Remaining
On premise	$	42.00	2 Yr(s) Remaining
On premise	$	63.00	3 Yr(s) Remaining
On premise	$	27.00	1 Yr(s) Remaining
On premise	$	54.00	2 Yr(s) Remaining
On premise	$	81.00	3 Yr(s) Remaining
Government Cloud	$	-	Non-Specific
On premise	$	3,577.00	1 Yr(s) Remaining
On premise	$	4,372.00	2 Yr(s) Remaining
On premise	$	5,169.00	3 Yr(s) Remaining
On premise	$	1,855.00	Added at Signing
On premise	$	5,169.00	TrueUp Yr1
On premise	$	4,372.00	TrueUp Yr2
On premise	$	3,577.00	TrueUp Yr3
On premise	$	795.00	1 Yr(s) Remaining
On premise	$	1,590.00	2 Yr(s) Remaining
On premise	$	2,385.00	3 Yr(s) Remaining
On premise	$	2,952.00	1 Yr(s) Remaining
On premise	$	3,608.00	2 Yr(s) Remaining
On premise	$	4,264.00	3 Yr(s) Remaining
On premise	$	1,531.00	Added at Signing
On premise	$	625.00	1 Yr(s) Remaining
On premise	$	764.00	2 Yr(s) Remaining
On premise	$	903.00	3 Yr(s) Remaining
On premise	$	324.00	Added at Signing

On premise	$	903.00	TrueUp Yr1
On premise	$	764.00	TrueUp Yr2
On premise	$	625.00	TrueUp Yr3
On premise	$	139.00	1 Yr(s) Remaining
On premise	$	278.00	2 Yr(s) Remaining
On premise	$	417.00	3 Yr(s) Remaining
On premise	$	16.00	1 Yr(s) Remaining
On premise	$	20.00	2 Yr(s) Remaining
On premise	$	24.00	3 Yr(s) Remaining
On premise	$	9.00	Added at Signing
On premise	$	24.00	TrueUp Yr1
On premise	$	20.00	TrueUp Yr2
On premise	$	16.00	TrueUp Yr3
On premise	$	3.50	1 Yr(s) Remaining
On premise	$	7.00	2 Yr(s) Remaining
On premise	$	10.50	3 Yr(s) Remaining
On premise	$	16,163.00	1 Yr(s) Remaining
On premise	$	19,756.00	2 Yr(s) Remaining
On premise	$	23,349.00	3 Yr(s) Remaining
On premise	$	8,381.00	Added at Signing
On premise	$	23,349.00	TrueUp Yr1
On premise	$	19,756.00	TrueUp Yr2
On premise	$	16,163.00	TrueUp Yr3
On premise	$	3,592.00	1 Yr(s) Remaining
On premise	$	7,184.00	2 Yr(s) Remaining
On premise	$	10,776.00	3 Yr(s) Remaining
Government Cloud	$	2.30	Non-Specific
Exam fee	$	120.00	Non-Specific
Government Cloud	$	0.81	Non-Specific
Government Cloud	$	0.69	Non-Specific
Government Cloud	$	116.00	Non-Specific
Government Cloud	$	0.81	Non-Specific
On premise	$	475.00	1 Yr(s) Remaining
On premise	$	1,424.00	2 Yr(s) Remaining
On premise	$	2,373.00	3 Yr(s) Remaining
On premise	$	949.00	Added at Signing
On premise	$	2,373.00	TrueUp Yr1
On premise	$	1,424.00	TrueUp Yr2
On premise	$	475.00	TrueUp Yr3
On premise	$	949.00	1 Yr(s) Remaining
On premise	$	1,898.00	2 Yr(s) Remaining
On premise	$	2,847.00	3 Yr(s) Remaining
On premise	$	3,002.00	1 Yr(s) Remaining
On premise	$	3,670.00	2 Yr(s) Remaining
On premise	$	4,338.00	3 Yr(s) Remaining
On premise	$	1,557.00	Added at Signing
On premise	$	4,338.00	TrueUp Yr1

On premise	$	3,670.00	TrueUp Yr2
On premise	$	3,002.00	TrueUp Yr3
On premise	$	667.00	1 Yr(s) Remaining
On premise	$	1,334.00	2 Yr(s) Remaining
On premise	$	2,001.00	3 Yr(s) Remaining
On premise	$	70.00	Added at Signing
On premise	$	208.00	Non-Specific
On premise	$	507.00	1 Yr(s) Remaining
On premise	$	636.00	2 Yr(s) Remaining
On premise	$	765.00	3 Yr(s) Remaining
On premise	$	276.00	Added at Signing
On premise	$	765.00	TrueUp Yr1
On premise	$	636.00	TrueUp Yr2
On premise	$	507.00	TrueUp Yr3
On premise	$	129.00	1 Yr(s) Remaining
On premise	$	258.00	2 Yr(s) Remaining
On premise	$	387.00	3 Yr(s) Remaining
On premise	$	844.00	1 Yr(s) Remaining
On premise	$	1,058.00	2 Yr(s) Remaining
On premise	$	1,272.00	3 Yr(s) Remaining
On premise	$	460.00	Added at Signing
On premise	$	1,272.00	TrueUp Yr1
On premise	$	1,058.00	TrueUp Yr2
On premise	$	844.00	TrueUp Yr3
On premise	$	214.00	1 Yr(s) Remaining
On premise	$	428.00	2 Yr(s) Remaining
On premise	$	642.00	3 Yr(s) Remaining
On premise	$	338.00	1 Yr(s) Remaining
On premise	$	423.00	2 Yr(s) Remaining
On premise	$	509.00	3 Yr(s) Remaining
On premise	$	184.00	Added at Signing
On premise	$	5,003.00	1 Yr(s) Remaining
On premise	$	6,114.00	2 Yr(s) Remaining
On premise	$	7,227.00	3 Yr(s) Remaining
On premise	$	2,594.00	Added at Signing
On premise	$	7,227.00	TrueUp Yr1
On premise	$	6,114.00	TrueUp Yr2
On premise	$	5,003.00	TrueUp Yr3
On premise	$	1,112.00	1 Yr(s) Remaining
On premise	$	2,224.00	2 Yr(s) Remaining
On premise	$	3,336.00	3 Yr(s) Remaining
On premise	$	149.00	1 Yr(s) Remaining
On premise	$	184.00	2 Yr(s) Remaining
On premise	$	216.00	3 Yr(s) Remaining
On premise	$	78.00	Added at Signing
On premise	$	216.00	TrueUp Yr1
On premise	$	184.00	TrueUp Yr2

On premise	$	149.00	TrueUp Yr3
On premise	$	194.00	1 Yr(s) Remaining
On premise	$	238.00	2 Yr(s) Remaining
On premise	$	282.00	3 Yr(s) Remaining
On premise	$	101.00	Added at Signing
On premise	$	282.00	TrueUp Yr1
On premise	$	238.00	TrueUp Yr2
On premise	$	194.00	TrueUp Yr3
On premise	$	34.00	1 Yr(s) Remaining
On premise	$	68.00	2 Yr(s) Remaining
On premise	$	102.00	3 Yr(s) Remaining
On premise	$	44.00	1 Yr(s) Remaining
On premise	$	88.00	2 Yr(s) Remaining
On premise	$	132.00	3 Yr(s) Remaining
On premise	$	3,220.00	1 Yr(s) Remaining
On premise	$	3,936.00	2 Yr(s) Remaining
On premise	$	4,650.00	3 Yr(s) Remaining
On premise	$	1,670.00	Added at Signing
On premise	$	4,650.00	TrueUp Yr1
On premise	$	3,936.00	TrueUp Yr2
On premise	$	3,220.00	TrueUp Yr3
On premise	$	716.00	1 Yr(s) Remaining
On premise	$	1,432.00	2 Yr(s) Remaining
On premise	$	2,148.00	3 Yr(s) Remaining
On premise	$	95.00	1 Yr(s) Remaining
On premise	$	116.00	2 Yr(s) Remaining
On premise	$	138.00	3 Yr(s) Remaining
On premise	$	50.00	Added at Signing
On premise	$	138.00	TrueUp Yr1
On premise	$	116.00	TrueUp Yr2
On premise	$	95.00	TrueUp Yr3
On premise	$	124.00	1 Yr(s) Remaining
On premise	$	152.00	2 Yr(s) Remaining
On premise	$	180.00	3 Yr(s) Remaining
On premise	$	64.00	Added at Signing
On premise	$	180.00	TrueUp Yr1
On premise	$	152.00	TrueUp Yr2
On premise	$	124.00	TrueUp Yr3
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	44.00	2 Yr(s) Remaining
On premise	$	66.00	3 Yr(s) Remaining
On premise	$	28.00	1 Yr(s) Remaining
On premise	$	56.00	2 Yr(s) Remaining
On premise	$	84.00	3 Yr(s) Remaining
On premise	$	95.00	1 Yr(s) Remaining
On premise	$	116.00	2 Yr(s) Remaining
On premise	$	138.00	3 Yr(s) Remaining

On premise	$	50.00	Added at Signing
On premise	$	138.00	TrueUp Yr1
On premise	$	116.00	TrueUp Yr2
On premise	$	95.00	TrueUp Yr3
On premise	$	76.00	1 Yr(s) Remaining
On premise	$	94.00	2 Yr(s) Remaining
On premise	$	111.00	3 Yr(s) Remaining
On premise	$	40.00	Added at Signing
On premise	$	111.00	TrueUp Yr1
On premise	$	94.00	TrueUp Yr2
On premise	$	76.00	TrueUp Yr3
On premise	$	99.00	1 Yr(s) Remaining
On premise	$	122.00	2 Yr(s) Remaining
On premise	$	144.00	3 Yr(s) Remaining
On premise	$	52.00	Added at Signing
On premise	$	144.00	TrueUp Yr1
On premise	$	122.00	TrueUp Yr2
On premise	$	99.00	TrueUp Yr3
On premise	$	124.00	1 Yr(s) Remaining
On premise	$	152.00	2 Yr(s) Remaining
On premise	$	180.00	3 Yr(s) Remaining
On premise	$	64.00	Added at Signing
On premise	$	180.00	TrueUp Yr1
On premise	$	152.00	TrueUp Yr2
On premise	$	124.00	TrueUp Yr3
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	44.00	2 Yr(s) Remaining
On premise	$	66.00	3 Yr(s) Remaining
On premise	$	17.00	1 Yr(s) Remaining
On premise	$	34.00	2 Yr(s) Remaining
On premise	$	51.00	3 Yr(s) Remaining
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	44.00	2 Yr(s) Remaining
On premise	$	66.00	3 Yr(s) Remaining
On premise	$	28.00	1 Yr(s) Remaining
On premise	$	56.00	2 Yr(s) Remaining
On premise	$	84.00	3 Yr(s) Remaining
On premise	$	74.00	1 Yr(s) Remaining
On premise	$	90.00	2 Yr(s) Remaining
On premise	$	108.00	3 Yr(s) Remaining
On premise	$	39.00	Added at Signing
On premise	$	108.00	TrueUp Yr1
On premise	$	90.00	TrueUp Yr2
On premise	$	74.00	TrueUp Yr3
On premise	$	96.00	1 Yr(s) Remaining
On premise	$	118.00	2 Yr(s) Remaining
On premise	$	138.00	3 Yr(s) Remaining

On premise	$	50.00	Added at Signing
On premise	$	138.00	TrueUp Yr1
On premise	$	118.00	TrueUp Yr2
On premise	$	96.00	TrueUp Yr3
On premise	$	17.00	1 Yr(s) Remaining
On premise	$	34.00	2 Yr(s) Remaining
On premise	$	51.00	3 Yr(s) Remaining
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	44.00	2 Yr(s) Remaining
On premise	$	66.00	3 Yr(s) Remaining
On premise	$	6,003.00	1 Yr(s) Remaining
On premise	$	7,338.00	2 Yr(s) Remaining
On premise	$	8,673.00	3 Yr(s) Remaining
On premise	$	3,113.00	Added at Signing
On premise	$	8,673.00	TrueUp Yr1
On premise	$	7,338.00	TrueUp Yr2
On premise	$	6,003.00	TrueUp Yr3
On premise	$	1,334.00	1 Yr(s) Remaining
On premise	$	2,668.00	2 Yr(s) Remaining
On premise	$	4,002.00	3 Yr(s) Remaining
On premise	$	28.00	1 Yr(s) Remaining
On premise	$	36.00	2 Yr(s) Remaining
On premise	$	42.00	3 Yr(s) Remaining
On premise	$	16.00	Added at Signing
On premise	$	42.00	TrueUp Yr1
On premise	$	36.00	TrueUp Yr2
On premise	$	28.00	TrueUp Yr3
On premise	$	7.00	1 Yr(s) Remaining
On premise	$	14.00	2 Yr(s) Remaining
On premise	$	21.00	3 Yr(s) Remaining
Support	$	184,691.00	1 Yr(s) Remaining
Support	$	369,382.00	2 Yr(s) Remaining
Support	$	554,073.00	3 Yr(s) Remaining
Support	$	184,691.00	Added at Signing
Support	$	121,508.00	1 Yr(s) Remaining
Support	$	243,015.00	2 Yr(s) Remaining
Support	$	364,522.00	3 Yr(s) Remaining
Support	$	121,508.00	Added at Signing
Support	$	364,524.00	1 Yr(s) Remaining
Support	$	729,047.00	2 Yr(s) Remaining
Support	$	1,093,571.00	3 Yr(s) Remaining
Support	$	364,524.00	Added at Signing
Support	$	721,757.00	1 Yr(s) Remaining
Support	$	1,443,513.00	2 Yr(s) Remaining
Support	$	2,165,269.00	3 Yr(s) Remaining
Support	$	721,757.00	Added at Signing
Government Cloud	$	1.20	Non-Specific

On premise	$	185.00	1 Yr(s) Remaining
On premise	$	226.00	2 Yr(s) Remaining
On premise	$	267.00	3 Yr(s) Remaining
On premise	$	96.00	Added at Signing
On premise	$	267.00	TrueUp Yr1
On premise	$	226.00	TrueUp Yr2
On premise	$	185.00	TrueUp Yr3
On premise	$	185.00	1 Yr(s) Remaining
On premise	$	226.00	2 Yr(s) Remaining
On premise	$	267.00	3 Yr(s) Remaining
On premise	$	96.00	Added at Signing
On premise	$	267.00	TrueUp Yr1
On premise	$	226.00	TrueUp Yr2
On premise	$	185.00	TrueUp Yr3
On premise	$	41.00	1 Yr(s) Remaining
On premise	$	82.00	2 Yr(s) Remaining
On premise	$	123.00	3 Yr(s) Remaining
On premise	$	41.00	1 Yr(s) Remaining
On premise	$	82.00	2 Yr(s) Remaining
On premise	$	123.00	3 Yr(s) Remaining
On premise	$	1,686.00	1 Yr(s) Remaining
On premise	$	3,372.00	2 Yr(s) Remaining
On premise	$	5,058.00	3 Yr(s) Remaining
On premise	$	12,140.00	1 Yr(s) Remaining
On premise	$	14,838.00	2 Yr(s) Remaining
On premise	$	17,538.00	3 Yr(s) Remaining
On premise	$	6,295.00	Added at Signing
On premise	$	17,538.00	TrueUp Yr1
On premise	$	14,838.00	TrueUp Yr2
On premise	$	12,140.00	TrueUp Yr3
On premise	$	2,698.00	1 Yr(s) Remaining
On premise	$	5,396.00	2 Yr(s) Remaining
On premise	$	8,094.00	3 Yr(s) Remaining
On premise	$	8,974.00	1 Yr(s) Remaining
On premise	$	10,969.00	2 Yr(s) Remaining
On premise	$	12,963.00	3 Yr(s) Remaining
On premise	$	4,654.00	Added at Signing
On premise	$	793.00	1 Yr(s) Remaining
On premise	$	970.00	2 Yr(s) Remaining
On premise	$	1,146.00	3 Yr(s) Remaining
On premise	$	411.00	Added at Signing
On premise	$	1,146.00	TrueUp Yr1
On premise	$	970.00	TrueUp Yr2
On premise	$	793.00	TrueUp Yr3
On premise	$	176.00	1 Yr(s) Remaining
On premise	$	352.00	2 Yr(s) Remaining
On premise	$	528.00	3 Yr(s) Remaining

On premise	$	3,166.00	1 Yr(s) Remaining
On premise	$	3,870.00	2 Yr(s) Remaining
On premise	$	4,575.00	3 Yr(s) Remaining
On premise	$	1,642.00	Added at Signing
On premise	$	4,575.00	TrueUp Yr1
On premise	$	3,870.00	TrueUp Yr2
On premise	$	3,166.00	TrueUp Yr3
On premise	$	704.00	1 Yr(s) Remaining
On premise	$	1,408.00	2 Yr(s) Remaining
On premise	$	2,112.00	3 Yr(s) Remaining
On premise	$	1,345.00	1 Yr(s) Remaining
On premise	$	1,644.00	2 Yr(s) Remaining
On premise	$	1,942.00	3 Yr(s) Remaining
On premise	$	698.00	Added at Signing
On premise	$	266.00	1 Yr(s) Remaining
On premise	$	326.00	2 Yr(s) Remaining
On premise	$	384.00	3 Yr(s) Remaining
On premise	$	138.00	Added at Signing
On premise	$	384.00	TrueUp Yr1
On premise	$	326.00	TrueUp Yr2
On premise	$	266.00	TrueUp Yr3
On premise	$	59.00	1 Yr(s) Remaining
On premise	$	118.00	2 Yr(s) Remaining
On premise	$	177.00	3 Yr(s) Remaining
On premise	$	168.00	1 Yr(s) Remaining
On premise	$	206.00	2 Yr(s) Remaining
On premise	$	243.00	3 Yr(s) Remaining
On premise	$	88.00	Added at Signing
On premise	$	17.00	1 Yr(s) Remaining
On premise	$	22.00	2 Yr(s) Remaining
On premise	$	24.00	3 Yr(s) Remaining
On premise	$	9.00	Added at Signing
On premise	$	24.00	TrueUp Yr1
On premise	$	22.00	TrueUp Yr2
On premise	$	17.00	TrueUp Yr3
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	28.00	2 Yr(s) Remaining
On premise	$	33.00	3 Yr(s) Remaining
On premise	$	12.00	Added at Signing
On premise	$	33.00	TrueUp Yr1
On premise	$	28.00	TrueUp Yr2
On premise	$	22.00	TrueUp Yr3
On premise	$	3.65	1 Yr(s) Remaining
On premise	$	7.30	2 Yr(s) Remaining
On premise	$	10.95	3 Yr(s) Remaining
On premise	$	4.81	1 Yr(s) Remaining
On premise	$	9.62	2 Yr(s) Remaining

On premise	$	14.43	3 Yr(s) Remaining
On premise	$	17.00	1 Yr(s) Remaining
On premise	$	22.00	2 Yr(s) Remaining
On premise	$	24.00	3 Yr(s) Remaining
On premise	$	9.00	Added at Signing
On premise	$	24.00	TrueUp Yr1
On premise	$	22.00	TrueUp Yr2
On premise	$	17.00	TrueUp Yr3
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	28.00	2 Yr(s) Remaining
On premise	$	33.00	3 Yr(s) Remaining
On premise	$	12.00	Added at Signing
On premise	$	33.00	TrueUp Yr1
On premise	$	28.00	TrueUp Yr2
On premise	$	22.00	TrueUp Yr3
On premise	$	3.65	1 Yr(s) Remaining
On premise	$	7.30	2 Yr(s) Remaining
On premise	$	10.95	3 Yr(s) Remaining
On premise	$	4.81	1 Yr(s) Remaining
On premise	$	9.62	2 Yr(s) Remaining
On premise	$	14.43	3 Yr(s) Remaining
On premise	$	17.00	1 Yr(s) Remaining
On premise	$	22.00	2 Yr(s) Remaining
On premise	$	24.00	3 Yr(s) Remaining
On premise	$	9.00	Added at Signing
On premise	$	24.00	TrueUp Yr1
On premise	$	22.00	TrueUp Yr2
On premise	$	17.00	TrueUp Yr3
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	28.00	2 Yr(s) Remaining
On premise	$	33.00	3 Yr(s) Remaining
On premise	$	12.00	Added at Signing
On premise	$	33.00	TrueUp Yr1
On premise	$	28.00	TrueUp Yr2
On premise	$	22.00	TrueUp Yr3
On premise	$	3.65	1 Yr(s) Remaining
On premise	$	7.30	2 Yr(s) Remaining
On premise	$	10.95	3 Yr(s) Remaining
On premise	$	4.81	1 Yr(s) Remaining
On premise	$	9.62	2 Yr(s) Remaining
On premise	$	14.43	3 Yr(s) Remaining
On premise	$	17.00	1 Yr(s) Remaining
On premise	$	22.00	2 Yr(s) Remaining
On premise	$	24.00	3 Yr(s) Remaining
On premise	$	9.00	Added at Signing
On premise	$	24.00	TrueUp Yr1
On premise	$	22.00	TrueUp Yr2

On premise	$	17.00	TrueUp Yr3
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	28.00	2 Yr(s) Remaining
On premise	$	33.00	3 Yr(s) Remaining
On premise	$	12.00	Added at Signing
On premise	$	33.00	TrueUp Yr1
On premise	$	28.00	TrueUp Yr2
On premise	$	22.00	TrueUp Yr3
On premise	$	3.65	1 Yr(s) Remaining
On premise	$	7.30	2 Yr(s) Remaining
On premise	$	10.95	3 Yr(s) Remaining
On premise	$	4.81	1 Yr(s) Remaining
On premise	$	9.62	2 Yr(s) Remaining
On premise	$	14.43	3 Yr(s) Remaining
On premise	$	98.00	1 Yr(s) Remaining
On premise	$	120.00	2 Yr(s) Remaining
On premise	$	141.00	3 Yr(s) Remaining
On premise	$	51.00	Added at Signing
On premise	$	141.00	TrueUp Yr1
On premise	$	120.00	TrueUp Yr2
On premise	$	98.00	TrueUp Yr3
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	44.00	2 Yr(s) Remaining
On premise	$	66.00	3 Yr(s) Remaining
On premise	$	8.40	Non-Specific
On premise	$	1.45	Non-Specific
On premise	$	0.84	Non-Specific
On premise	$	433.00	1 Yr(s) Remaining
On premise	$	544.00	2 Yr(s) Remaining
On premise	$	654.00	3 Yr(s) Remaining
On premise	$	236.00	Added at Signing
On premise	$	654.00	TrueUp Yr1
On premise	$	544.00	TrueUp Yr2
On premise	$	433.00	TrueUp Yr3
On premise	$	110.00	1 Yr(s) Remaining
On premise	$	220.00	2 Yr(s) Remaining
On premise	$	330.00	3 Yr(s) Remaining
On premise	$	209.00	1 Yr(s) Remaining
On premise	$	262.00	2 Yr(s) Remaining
On premise	$	315.00	3 Yr(s) Remaining
On premise	$	114.00	Added at Signing
On premise	$	225.00	1 Yr(s) Remaining
On premise	$	282.00	2 Yr(s) Remaining
On premise	$	339.00	3 Yr(s) Remaining
On premise	$	122.00	Added at Signing
On premise	$	339.00	TrueUp Yr1
On premise	$	282.00	TrueUp Yr2

On premise	$	225.00	TrueUp Yr3
On premise	$	57.00	1 Yr(s) Remaining
On premise	$	114.00	2 Yr(s) Remaining
On premise	$	171.00	3 Yr(s) Remaining
On premise	$	5,080.00	1 Yr(s) Remaining
On premise	$	6,368.00	2 Yr(s) Remaining
On premise	$	7,653.00	3 Yr(s) Remaining
On premise	$	2,766.00	Added at Signing
On premise	$	7,653.00	TrueUp Yr1
On premise	$	6,368.00	TrueUp Yr2
On premise	$	5,080.00	TrueUp Yr3
On premise	$	1,287.00	1 Yr(s) Remaining
On premise	$	2,574.00	2 Yr(s) Remaining
On premise	$	3,861.00	3 Yr(s) Remaining
On premise	$	4,740.00	1 Yr(s) Remaining
On premise	$	5,658.00	2 Yr(s) Remaining
On premise	$	6,576.00	3 Yr(s) Remaining
On premise	$	2,345.00	Added at Signing
On premise	$	3,618.00	1 Yr(s) Remaining
On premise	$	4,534.00	2 Yr(s) Remaining
On premise	$	5,451.00	3 Yr(s) Remaining
On premise	$	1,970.00	Added at Signing
On premise	$	341.00	1 Yr(s) Remaining
On premise	$	710.00	2 Yr(s) Remaining
On premise	$	1,080.00	3 Yr(s) Remaining
On premise	$	421.00	Added at Signing
On premise	$	1,080.00	TrueUp Yr1
On premise	$	710.00	TrueUp Yr2
On premise	$	341.00	TrueUp Yr3
On premise	$	369.00	1 Yr(s) Remaining
On premise	$	738.00	2 Yr(s) Remaining
On premise	$	1,107.00	3 Yr(s) Remaining
On premise	$	343.00	1 Yr(s) Remaining
On premise	$	420.00	2 Yr(s) Remaining
On premise	$	495.00	3 Yr(s) Remaining
On premise	$	178.00	Added at Signing
On premise	$	495.00	TrueUp Yr1
On premise	$	420.00	TrueUp Yr2
On premise	$	343.00	TrueUp Yr3
On premise	$	76.00	1 Yr(s) Remaining
On premise	$	152.00	2 Yr(s) Remaining
On premise	$	228.00	3 Yr(s) Remaining
On premise	$	343.00	1 Yr(s) Remaining
On premise	$	420.00	2 Yr(s) Remaining
On premise	$	495.00	3 Yr(s) Remaining
On premise	$	178.00	Added at Signing
On premise	$	495.00	TrueUp Yr1

On premise	$	420.00	TrueUp Yr2
On premise	$	343.00	TrueUp Yr3
On premise	$	394.00	1 Yr(s) Remaining
On premise	$	482.00	2 Yr(s) Remaining
On premise	$	570.00	3 Yr(s) Remaining
On premise	$	205.00	Added at Signing
On premise	$	570.00	TrueUp Yr1
On premise	$	482.00	TrueUp Yr2
On premise	$	394.00	TrueUp Yr3
On premise	$	76.00	1 Yr(s) Remaining
On premise	$	152.00	2 Yr(s) Remaining
On premise	$	228.00	3 Yr(s) Remaining
On premise	$	88.00	1 Yr(s) Remaining
On premise	$	176.00	2 Yr(s) Remaining
On premise	$	264.00	3 Yr(s) Remaining
Government Cloud	$	50.00	Non-Specific
Government Cloud	$	18.80	Non-Specific
On premise	$	1,463.00	1 Yr(s) Remaining
On premise	$	1,834.00	2 Yr(s) Remaining
On premise	$	2,205.00	3 Yr(s) Remaining
On premise	$	796.00	Added at Signing
On premise	$	2,205.00	TrueUp Yr1
On premise	$	1,834.00	TrueUp Yr2
On premise	$	1,463.00	TrueUp Yr3
On premise	$	371.00	1 Yr(s) Remaining
On premise	$	742.00	2 Yr(s) Remaining
On premise	$	1,113.00	3 Yr(s) Remaining
On premise	$	33.00	1 Yr(s) Remaining
On premise	$	40.00	2 Yr(s) Remaining
On premise	$	48.00	3 Yr(s) Remaining
On premise	$	17.00	Added at Signing
On premise	$	48.00	TrueUp Yr1
On premise	$	40.00	TrueUp Yr2
On premise	$	33.00	TrueUp Yr3
On premise	$	42.00	1 Yr(s) Remaining
On premise	$	52.00	2 Yr(s) Remaining
On premise	$	63.00	3 Yr(s) Remaining
On premise	$	22.00	Added at Signing
On premise	$	63.00	TrueUp Yr1
On premise	$	52.00	TrueUp Yr2
On premise	$	42.00	TrueUp Yr3
On premise	$	8.00	1 Yr(s) Remaining
On premise	$	16.00	2 Yr(s) Remaining
On premise	$	24.00	3 Yr(s) Remaining
On premise	$	10.00	1 Yr(s) Remaining
On premise	$	20.00	2 Yr(s) Remaining
On premise	$	30.00	3 Yr(s) Remaining

On premise	$	16,094.00	1 Yr(s) Remaining
On premise	$	19,670.00	2 Yr(s) Remaining
On premise	$	23,247.00	3 Yr(s) Remaining
On premise	$	8,345.00	Added at Signing
On premise	$	23,247.00	TrueUp Yr1
On premise	$	19,670.00	TrueUp Yr2
On premise	$	16,094.00	TrueUp Yr3
On premise	$	3,577.00	1 Yr(s) Remaining
On premise	$	7,154.00	2 Yr(s) Remaining
On premise	$	10,731.00	3 Yr(s) Remaining
On premise	$	90.00	1 Yr(s) Remaining
On premise	$	110.00	2 Yr(s) Remaining
On premise	$	132.00	3 Yr(s) Remaining
On premise	$	47.00	Added at Signing
On premise	$	132.00	TrueUp Yr1
On premise	$	110.00	TrueUp Yr2
On premise	$	90.00	TrueUp Yr3
On premise	$	117.00	1 Yr(s) Remaining
On premise	$	144.00	2 Yr(s) Remaining
On premise	$	168.00	3 Yr(s) Remaining
On premise	$	61.00	Added at Signing
On premise	$	168.00	TrueUp Yr1
On premise	$	144.00	TrueUp Yr2
On premise	$	117.00	TrueUp Yr3
On premise	$	20.00	1 Yr(s) Remaining
On premise	$	40.00	2 Yr(s) Remaining
On premise	$	60.00	3 Yr(s) Remaining
On premise	$	26.00	1 Yr(s) Remaining
On premise	$	52.00	2 Yr(s) Remaining
On premise	$	78.00	3 Yr(s) Remaining
On premise	$	2.98	Non-Specific
On premise	$	8,990.00	1 Yr(s) Remaining
On premise	$	10,988.00	2 Yr(s) Remaining
On premise	$	12,987.00	3 Yr(s) Remaining
On premise	$	4,662.00	Added at Signing
On premise	$	12,987.00	TrueUp Yr1
On premise	$	10,988.00	TrueUp Yr2
On premise	$	8,990.00	TrueUp Yr3
On premise	$	1,998.00	1 Yr(s) Remaining
On premise	$	3,996.00	2 Yr(s) Remaining
On premise	$	5,994.00	3 Yr(s) Remaining
On premise	$	4,657.00	1 Yr(s) Remaining
On premise	$	5,692.00	2 Yr(s) Remaining
On premise	$	6,727.00	3 Yr(s) Remaining
On premise	$	2,415.00	Added at Signing
On premise	$	680.00	1 Yr(s) Remaining
On premise	$	832.00	2 Yr(s) Remaining

On premise	$	984.00	3 Yr(s) Remaining
On premise	$	353.00	Added at Signing
On premise	$	984.00	TrueUp Yr1
On premise	$	832.00	TrueUp Yr2
On premise	$	680.00	TrueUp Yr3
On premise	$	152.00	1 Yr(s) Remaining
On premise	$	304.00	2 Yr(s) Remaining
On premise	$	456.00	3 Yr(s) Remaining
On premise	$	583.00	1 Yr(s) Remaining
On premise	$	712.00	2 Yr(s) Remaining
On premise	$	842.00	3 Yr(s) Remaining
On premise	$	302.00	Added at Signing
On premise	$	1,783.00	1 Yr(s) Remaining
On premise	$	2,180.00	2 Yr(s) Remaining
On premise	$	2,577.00	3 Yr(s) Remaining
On premise	$	925.00	Added at Signing
On premise	$	2,577.00	TrueUp Yr1
On premise	$	2,180.00	TrueUp Yr2
On premise	$	1,783.00	TrueUp Yr3
On premise	$	397.00	1 Yr(s) Remaining
On premise	$	794.00	2 Yr(s) Remaining
On premise	$	1,191.00	3 Yr(s) Remaining
On premise	$	98.00	1 Yr(s) Remaining
On premise	$	120.00	2 Yr(s) Remaining
On premise	$	141.00	3 Yr(s) Remaining
On premise	$	51.00	Added at Signing
On premise	$	141.00	TrueUp Yr1
On premise	$	120.00	TrueUp Yr2
On premise	$	98.00	TrueUp Yr3
On premise	$	22.00	1 Yr(s) Remaining
On premise	$	44.00	2 Yr(s) Remaining
On premise	$	66.00	3 Yr(s) Remaining

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Fixed Turning Targets, as requested by the Police Department. Award to Action Target, Inc., using the General Services Administration Contract in the amount of $136,317.60. This firm is located in Provo, UT.**

REQUISITION NO.: **R189783**

FINANCIAL IMPACT: **Funding Source: General Capital Projects-Police Gun Range-Machinery and Equipment;4039999-CP009200-658300. The original budgeted amount is $186,220.00.**

ORIGINAL BUDGET: **$186,220.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

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

ATTACHMENTS:

- **#a:** GSA Explanation (PDF)
- #b: GSA Contract Information and Quote (PDF)

The General Services Administration (GSA) contracts for multiple types of services, supplies, equipment, and materials through a wide array of contractors.

GSA permits various federal agencies, states, and local governments to utilize their contracts. The Contracts are available by issuing Request for Quotations, and obtaining quotes from various contractors for the numerous supplies and services. The contracts are long term with 5 year periods of performance and/or ordering periods with multiple year option periods.

Contractors products, services supplies, equipment etc can be viewed online on the various GSA schedules and quotations can be requested electronically. The terms and conditions required by each of the schedule contracts are available online along with all required pricing. The pricing available is the maximum price that can be charged and the City or user of the GSA schedule contract(s) can negotiate reductions in the proposed prices or rates.

All contracts comply with Federal statutes and are competed so additional competition requirements are met so long as the user follows the ordering requirements of the awarded contracts. There are various GSA Schedules that help obtain Small Business goals; various products and services.

GSA eLibrary is available 24 hours a day, 7 days a week to provide up-to-date information on which suppliers have contracts and what items are available, by using various search options, such as:

- Keywords;
- Contract Number;
- Contractor/Manufacturer Name;
- Schedule Name, Schedule Number, Category/Sub-Category Name, or Category Number/Special Item Number (SIN); or
- Technology Contract Name, Contract Number, or Category Name/Number.

GSA eLibrary also provides an Alphabetical Listing of Available Contractors, allowing customers to easily locate all Schedule and Technology Contracts for a particular company. An updated Category Guide is designed to facilitate searches for specific groups of items.

GSA eLibrary

GSA Federal Acquisition Service

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-07F-0482Y
Contractor:	ACTION TARGET INC.
Address:	3411 S MOUNTAIN VISTA PKWY PROVO, UT 84606-5563
Phone:	801-396-1206
E-Mail:	abettis@actiontarget.com
Web Address:	http://www.actiontarget.com
DUNS:	361158918
NAICS:	339920

Socio-Economic : Small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Point of Contact:
Drue Norman
Phone: 817-850-8387
E-Mail: drue.norman@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category			View Catalog
84	TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE	GS-07F-0482Y		Jul 17, 2022	426 4G	COOP PURCH	DISAST PURCH	GSA Advantage!
					426 4J	COOP PURCH	DISAST PURCH	GSA Advantage!

GENERAL SERVICES ADMINISTRATION

FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!,* a menu-driven database system. The INTERNET address for **GSA** *Advantage!* is **http://www.gsaadvantage.gov**

SCHEDULE TITLE: Federal Supply **Schedule 084: Total Solutions for Law Enforcement,** Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response.

FSC Group 84 – Law Enforcement and Security Equipment Supplies and Services.

CONTRACT NUMBER: GS-07F-0482Y

CONTRACT PERIOD: July 18, 2012 - July 17, 2017

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: Action Target Inc.
Product and Sales Contact:
Angela Bettis
3411 Mountain Vista Pkwy
Provo, UT 84606-5563
Phone number: 801-396-1206
E-Mail: abettis@actiontarget.com

CONTRACTOR'S ADMINISTRATION SOURCE:
Action Target Inc.
Angela Bettis
3411 Mountain Vista Pkwy
Provo, UT 84606-5563
Phone number: 801-396-1206
E-Mail: abettis@actiontarget.com

USINESS SIZE: Small Business Concern

Socioeconomic Indicators: small business

CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN DESCRIPTION:

426-4G FIREARMS STORAGE, SECURING & CLEANING, UNLOADING STATIONS, BULLET RECOVERY, GUN RACKS
426-4J TARGET SYSTEMS/RANGE ACCESSORIES

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN DESCRIPTION PRICE

426-4G AMP 114 $1.29
426-4J IRA 436 $.70

1c. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

426-4G max order is $200,000
426-4J max order is $200,000

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Both domestic and overseas delivery (Worldwide)

5. POINT(S) OF PRODUCTION: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563

6. DISCOUNT FROM LIST PRICES: Basic discount of 3% from the awarded commercial price list. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). The current IFF is .75% and should be calculated as follows: Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: ($100,000 / 0.9925) = $100,755.67

7. QUANTITY DISCOUNT(S): +1% for orders over $900,000

8. PROMPT PAYMENT TERMS: Net 30 Days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: 30-120 DARO

11b. EXPEDITED DELIVERY: 60 DARO

11c. OVERNIGHT AND 2-DAY DELIVERY: If available, contact the Contractor for rates.

Action Target, Inc. Contract Number GS-07F-0482Y

11d. URGENT REQUIRMENTS: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Destination or a port in the lower 48 states (when shipping to AK, HI, PR or overseas).

13a. ORDERING ADDRESS: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS: P.O. Box 636, Provo, UT 84603-0636

***15.* WARRANTY PROVISION:** Standard Commercial Warranty.

16. **EXPORT PACKING CHARGES**: *Not applicable*

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**: (any thresholds above the micro-purchase level may be inserted by contractor)

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE)**: N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE)**: N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE)**: N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)**: N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE)**: N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE)**: N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE)**: N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants)**: N/A

24b. **Section 508 Compliance for EIT:**

25. **DUNS NUMBER**: 361158918

26. **SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**

R189783

Action Target Inc. Box 636, Provo, UT 84603-0636 801-377-8033 FAX: 801-377-8096

Columbia Police Department

Quotation: 110326 By: Ryan Magoffin Printed: 2018-May-01

Included Items:

1 **Fixed Turning Target Stands** 126,220.00

-Twenty-Five (25) Electric Turning Targets
-360 Degree Turning Capability
-Random edging for unpredictable training
-Quiet turning mechanism
-Fixed Master Control Screen

*Full Factory Installation and Shipping included.

Total 126,220.00

Payment Terms:
25% Down, 25% Drawings, 40% Manufacturing/Pre-Shipment, 10% Substanial Completion

Shipping Terms:
FOB Destination

Installation Terms:
Full Factory Installation

Terms and Conditions:
You must reference the Order Number above on your purchase order to secure best price. Action Target reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.

Comments:
NOTES:
-GSA Contract #: GS07F0482Y
-Prevailing Wage is NOT considered. Install duration is estimated based on 10-hour work days, 6 days per week.
-Purchase comes with all parts, pieces, air compressor (when applicable), wiring and training.
-ALL PRICES ARE IN USD.
-Taxes NOT included. Will be added later unless proof of exemption is provided.

EXCLUSIONS:
-Equipment off-loading at job-site upon arrival and subsequent transfer of equipment into range facility from off-loading site or equipment storage area.
-Concrete work including: slabs, footings, walls and concrete trench cutting.
-Lead Control & Reclamation prior to, at the time of install or thereafter.
-Engineered or stamped drawings, permits, licenses, special insurance requirements, bonds (when applicable) or any other special fees unknown at this time.
-Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, targetry, lighting and HVAC equipment weight loads. Weights and load points will be provided in Action Target drawings for utilization by the General Contractor, Engineer or Architect.
-Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
-Heating, Ventilation, & Air Conditioning (HVAC) unless HVAC services are specifically priced into quotation as being supplied by Action Target.
-Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind. Range lighting shall be provided by General Contractor or Owner.
-Supplying of 3-phase power (where required).
-Generator/power for safety/task-lighting.
-Additional fees related to ?customization? of product or work otherwise identified as ?custom?.
-Provision of suitable, protected location for air compressor (when applicable).
-Disposal of construction waste, wash area and restroom facilities.

ASSUMPTIONS:
-Action Target safety baffles are fitted with uni-strut rail on the leading edge for peripheral attachments such as lighting, PA systems, targetry, etc.
-All Steel surfaces shall be sand blasted according SSPC-SP6 standards prior to painting.
-Equipment shall take no fewer than five (5) days to arrive on job-site after leaving Action Target Facility
-This (Proposal/Submittal/Document) and all drawings, specifications and other design documents contain proprietary information -submitted for evaluation purposes- and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent.

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Utility Operations**

FROM: ***Joey Jaco, Director of Utility Operations***

SUBJECT: **Council is asked to approve a Satellite Sewer System Agreement for the Friarsgate Subdivision area, as requested by Columbia Water. Award to Carolina Water Service, Inc. The SSSA allows for CWS to continue to operate and maintain their sewer system and discharge to the City's system for treatment thus allowing them to eliminate their discharge to the Saluda River.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Provide high quality municipal services**

ATTACHMENTS:

- **#a:** Carolina Water Service Satellite Sewer Agreement with Legal Approval signed (PDF)

Satellite Sewer System Agreement

Agreement between
The City of Columbia
and
Carolina Water Service, Inc.

This Agreement is made and entered into by and between the **City of Columbia, South Carolina**, a municipal corporation organized and existing under the laws of the State of South Carolina ("Columbia") and **Carolina Water Service, Inc.** ("CWS") (hereinafter Columbia and CWS jointly referred to as the "Parties"); and,

WHEREAS, Columbia owns, operates and maintains a wastewater sewer system ("Columbia Sewer System") which includes a wastewater collection and transmission system ("Columbia WCTS") and a wastewater treatment plant located as 1200 Simon Tree Lane, Columbia, South Carolina ("Metro WWTP"). The Metro WWTP is permitted to discharge treated wastewater pursuant to NPDES Permit No. SC0020940 ("City Permit") issued by the South Carolina Department of Health and Environmental Control ("DHEC"); and

WHEREAS, CWS owns, operates and maintains a satellite sewer system as defined in S.C. Regulation 61-9.122.2 ("Satellite Sewer System") and plans to transmit wastewater collected in the Satellite Sewer System to the Columbia Sewer System for transmission to the Metro WWTP for treatment and discharge to waters of the State under the City Permit;

WHEREAS, CWS has agreed to construct and /or operate necessary improvements to connect to Columbia's Sewer System, including primary screening, flow equalization and flow metering at no expense to Columbia; and,

WHEREAS, pursuant to S.C. Regulation 61-9.403, Columbia must implement and enforce a pretreatment program to control discharges from all Industrial Users to the Metro WWTP, including Industrial Users in the Satellite Sewer System.

NOW, THEREFORE, for and in consideration of the agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
SERVICES AND FEES

1. Services Provided. Columbia shall accept the discharge of domestic wastewater collected and transmitted in the Satellite Sewer System to the Columbia Sewer System for transmission to and treatment at the Metro WWTP pursuant to the terms of this Agreement. In addition to compliance with the terms and conditions of this Agreement, CWS agrees to comply with all applicable rules, policies, regulations, resolutions and ordinances of the City of Columbia in connection with this

service, including any rules, policies, regulations, resolutions and ordinances, which may, from time to time be enacted, adopted, or revised by Columbia's City Council, in the future ("City Ordinances"). CWS agrees to take reasonable measures, including termination of service, as necessary to ensure that its customers comply with the City Ordinances.

2. Fees. Columbia shall provide conveyance to the Metro WWTP for treatment at a volumetric wholesale rate equal to the inside City rate plus 5%, which is currently an adjusted rate of $4.14 per hundred cubic feet. The volumetric rate is subject to change based on Columbia's annual rate adjustments.

ARTICLE II
TRANSMISSION AND TREATMENT CAPACITY

1. Capacity Assurance Program. Pursuant to the provisions of Columbia's current capacity program and the capacity certification requirements ("Capacity Assurance Program"), the following services for CWS's customers must be approved by Columbia prior to CWS's authorization to its customer for such service:

i. All new connections, whether from new or existing customers, to the Satellite Sewer System after the Effective Date ("New Connections"); and,
ii. Proposed additional wastewater flow from a Current Connection ("Additional Flow").

Columbia's approval of New Connections and Additional Flow is subject only to limitations of the Capacity Assurance Program and shall not be denied so long as the maximum flows from CWS do not exceed 1.2 million gallons per day, including peak flows, subject to the terms and conditions of this Agreement.

2. Treatment Capacity. In determining whether Columbia has adequate treatment capacity to approve New Connections or Additional Flow from the Satellite Sewer System, the Parties agree that Columbia will make such determination in accordance with the Capacity Assurance Program. On a monthly basis, CWS will provide Columbia with a list of all New Connections and Additional Flow within the Satellite Sewer System.

3. Collection and Transmission Capacity. In determining whether Columbia has adequate collection and transmission capacity to approve New Connections or Additional Flow from the Satellite Sewer System, the Parties agree that Columbia will make such determination in accordance with the Capacity Assurance Program. If Columbia is unable to approve a New Connection or Additional Flow in excess of 1.2 million gallons per day because of inadequate transmission capacity under the Capacity Assurance Program, Columbia will work with CWS to determine system upgrades needed to satisfy capacity requirements, the cost of which shall be borne entirely by CWS.

ARTICLE III

MANAGEMENT, OPERATION AND MAINTENANCE

1. Operation and Maintenance of the Columbia Sewer System. Columbia shall be solely responsible for all operating and maintenance obligations for the Columbia Sewer System and for compliance with the City Permit. Except as provided in Paragraph 3 of Article II above, Columbia shall be solely responsible for all capital improvements to the Columbia Sewer System.

2. Operation and Maintenance of the Satellite Sewer System. CWS shall be solely responsible for all operating and maintenance obligations for the Satellite Sewer System and for compliance with any permits issued by DHEC for the operation of the Satellite Sewer System. CWS shall be solely responsible for all capital improvements to the Satellite Sewer System.

3. Fats, Oils, and Grease Program ("FOG Program"). Within 180 days of the Effective Date of this Agreement, CWS shall develop and implement a FOG Program establishing uniform registration, operating, maintenance, cleaning, and inspection requirements designed to limit and control the discharge of fats, oils, and grease from Food Service Establishments (FSEs) into the Satellite Sewer System. The FOG Program shall be developed as follows:

i. CWS shall develop a FOG Program and submit to Columbia for approval.

Columbia may audit the CWS FOG Program as it deems necessary to ensure full implementation and enforcement of the FOG Program, including, but not limited to, regular periodic inspections of all FSEs and enforcement action for violations of the CWS FOG Program requirements. CWS shall submit to Columbia on a semi-annual basis a report which provides information on implementation and enforcement of the CWS FOG Program, including the number of inspections, and new FSEs.

4. Infiltration and Inflow Control Program. CWS shall manage, operate and maintain the Satellite Sewer System so as to minimize peak flows into the Columbia Sewer System by excluding, to the maximum reasonable extent, the infiltration and inflow of surface and ground water and other extraneous flows into the Satellite Sewer System. Within 180 days of the Effective Date, CWS shall engage a third-party consultant to develop and submit for Columbia's approval the operating procedures that will be undertaken during the term of this Agreement to control, to the maximum reasonable extent, the infiltration and inflow of extraneous flows into the Satellite Sewer System ("I/I Control Program"). Upon Columbia's approval, which will not be unreasonably withheld, CWS will implement the I/I Control Program and will provide Columbia with an annual report on the actions taken by CWS to implement the I/I Control Program. Failure to implement the approved I/I Control Program shall be grounds for termination of this Agreement pursuant to Paragraph 5 of Article VI below.

5. Peak Flow Limitations. Where Columbia reasonably determines that flows originating or transmitted through the Satellite Sewer System to the Columbia Sewer System are or can reasonably be expected to cause or contribute to (1) a sanitary sewer overflow in the Columbia

Sewer System, (2) a condition resulting in flows exceeding the pumping capacity of a Columbia Sewer System pump station, and/or (3) a violation of the City Permit, Columbia may impose peak flow limitations upon the Satellite Sewer System as Columbia determines are reasonably necessary to avoid such condition and shall provide CWS reasonable notice of such request including emergency situations. Upon receipt of such notice, the parties shall work together to manage any requested limitation on flows below the 1.2 million gallons per day limitation. The daily flow shall be equalized by CWS and conveyed following equalization. The daily flow to the Columbia Sewer System shall not exceed 1.2 million gallons per day including peak flows.

6. DHEC Permits. The Parties acknowledge and agree that this Agreement does not impute to Columbia the responsibility for enforcement of any DHEC permit issued to CWS or for management and oversight of the Satellite Sewer System, and by entering into this Agreement, Columbia assumes no liability for CWS failure to operate and maintain the Satellite Sewer System in compliance with any permit issued to CWS by DHEC or any other governmental authority for operation of the Satellite Sewer System.

ARTICLE IV
FLOW METERING

1. Flow Meters. CWS shall be solely responsible for the installation of flow meters required under this agreement. The installation shall be in accordance with City specifications and is subject to approval of the City. Upon approval of the installation, City shall assume responsibility for operation and maintenance of the flow meter.

2. Calibration. At least once per calendar year, the metering stations as provided for in Paragraph 1 of this Article shall be calibrated both hydraulically and electronically by a qualified third-party entity engaged by Columbia. Calibration of the metering stations shall be at the sole expense of Columbia.

3. Reporting. Columbia agrees to make available all flow metering data to CWS within thirty (30) calendar days of CWS's request.

ARTICLE V
PRETREATMENT

1. Industrial Users within Satellite Sewer System. Any Industrial User (as defined by S.C. Regulation 61-9.403.3) within the service area boundaries of CWS must have a permit from Columbia prior to discharge of any industrial wastewater into the Satellite Sewer System. Before an Industrial User located within the service area boundaries of CWS is approved to discharge into the Satellite Sewer System, the Industrial User will submit to Columbia an application for a permit to discharge industrial wastewater in accordance with the Columbia Ordinance. As a condition of the permit, Columbia and the Industrial User must enter into a contract pursuant to which the Industrial User subjects itself to any enforcement action available to Columbia under the Columbia Ordinance

and the Industrial User accepts the jurisdiction of the South Carolina Court of Common Pleas for the purposes of enforcing the Columbia Ordinance and agrees to comply with any order of that court to comply with the contract or pay penalties for the violation thereof.

ARTICLE VI
TERM, MODIFICATION, AND TERMINATION

1. Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for a period of twenty-five (25) years unless sooner terminated pursuant to Paragraph 5 of this Article (the "Term"). This Agreement may be renewed for two ten-year renewal terms subject to mutual agreement by the parties.

2. Modification. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing and executed by the Parties. The failure of either Party to enforce any of the provisions of this Agreement or the waiver therefore, in any instance, shall not be construed as a general waiver or relinquishment of its part of any such provision but the same shall, nevertheless, be and remain in force and effect.

3. Periodic Review. The Parties will review and modify this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and rules and regulations (see 40 CPR Part 403) issued thereunder, as necessary, but at least once every three (3) years on a date to be determined by the Parties.

4. Default and Remedies. The following is an "event of default" under this Agreement: Failure by Columbia or CWS, respectively, to perform any of the material terms, conditions, or obligations of Columbia or CWS, respectively, hereunder, which failure shall continue for a period of thirty (30) days after written notice from Columbia or CWS, as appropriate, specifying such failure and requesting that it be remedied.

Whenever an event of default has occurred, Columbia or CWS, respectively, shall provide the other party with notice and a reasonable period of time to cure, and the Parties shall have the right to take either or both of the following remedial actions:

(a) Terminate the Agreement pursuant to Paragraph 5 or 6 hereunder.

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the other party under this Agreement.

In addition to the remedies provided in (a) and (b) hereunder, CWS's failure to comply with Articles III and V of this Agreement shall be a violation of the City Ordinances, and Columbia may also impose civil penalties not to exceed $500 per day for each such violation.

No remedy conferred on or reserved to Columbia or CWS under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and is in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing on any continuing event of default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5. Termination of Agreement. In the event that conditions constituting breach (es) of Articles III and V of this Agreement continue without cure being timely made as provided pursuant to Paragraph 4 of this Article, Columbia may:

(a) Request that CWS submit a corrective action plan requiring compliance with this Agreement in an expeditious manner which, if approved by Columbia, the completion of which is deemed to be a material term and condition of this Agreement.

(b) Provide written notice to CWS providing for phasing out the terms of this Agreement within two (2) years after the date of the initial notice of breach provided.

(c) Columbia may terminate this Agreement by providing thirty (30) days written notice to CWS upon receipt of which the parties shall work together to prepare a plan for termination of service under this Agreement. Except for remedies allowed under Paragraph 4 of this Article, all benefits and obligations under this Agreement will cease following thirty (30) days from completion of the agreed upon plan.

6. CWS may terminate this Agreement upon one hundred eighty (180) days' notice to Columbia pursuant to the notice provisions in Article VII.

7. Subject to Regulatory Approval. The effectiveness of this Agreement shall be conditioned upon approval by the South Carolina Public Service Commission and any other required regulatory or governmental approvals. Columbia shall support CWS's efforts and application to obtain such approvals and understands and agrees that CWS must have such approvals of this agreement and all payments to be made by CWS under this Agreement.

ARTICLE VII
MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the complete and final expression of the agreement of the Parties relating Columbia's transmission, treatment, and discharge of wastewater from the Satellite Sewer System and supersedes all other agreements, whether verbal or written, between Columbia and CWS related in any manner to the obligations of the Parties under this Agreement.

2. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the Parties, their successors and assigns.

3. Severability. The Parties agree that the various provisions of this Agreement are severable and that, if any single clause or any portion thereof by found invalid, illegal, or unenforceable by a court of competent jurisdiction, only that part will be severed from this Agreement, and the remaining provisions shall continue in force in accordance with the tenor of this Agreement.

4. Counterparts and Facsimiles. This Agreement may be executed in as many counterparts as may be required, and facsimile or electronic PDF copies of signatures shall be an effective and binding indication of a Party's commitment to and acceptance of the terms hereof.

5. Choice of Law. This Agreement shall be construed under the laws of the State of South Carolina.

6. Headings. The headings used in this Agreement are for convenience only and do not impart any substantive significance in the interpretation of this Agreement.

7. Notices. Any and all notices required or permitted hereunder shall be in writing and shall be deemed to be given when hand-delivered, sent by Federal Express, or upon receipt after mailing when mailed by certified mail return receipt requested, postage prepaid, addressed to the party for whom it is intended, as follows:

As to City:	Attention: City Manager Post Office Box 147 Columbia, SC 29217	As to Owner:	Carolina Water Service
With a copy to:		With a copy to:	

IN WITNESS WHEREOF, the Parties hereto each of who being duly authorized have set their hands and seals to be effective as of the date of the last signature hereinbelow.

WITNESSES:

_____

_____

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager
Date: _____

Owner: Carolina Water Service, Inc.
BY: Catherine E. Heigel
Name: Catherine Heigel
ITS: President
Date: 7/9/2019

APPROVED AS TO FORM
7-9-2019
Legal Department: City of Columbia, SC

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Water Quality Consulting Services for the Columbia Canal Water Treatment Plant and the Lake Murray Water Treatment Plant for Fiscal Year 2018 / 2019, as requested by Columbia Water. Award to Black & Veatch Corporation in an amount not to exceed $50,000.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R190470**

FINANCIAL IMPACT: **Funding Source: Lake Murray Water Treatment Plant; 5516207-636700 ($25,000.00) and the Columbia Canal Water Treatment Plant; 5516205-636700 ($25,000.00). The original budgeted amount is $50,000.00.**

Sub-consultant Aquarius Engineering, L.L.C., a Woman Owned Business Enterprise of Pownal, ME will provide water treatment staff training at $5,320.00 (10.6%) of the total contract value.

ORIGINAL BUDGET: **$50,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

This Agreement provides water quality consulting services for the Columbia Canal Water Treatment Plant and the Lake Murray Treatment Plant for fiscal year 18-19. The services being provided will encompass the following:
TASK 100 - General Project Adminstration
TASK 200 - Water Quality Committe
TASK 300 - Process Optimization Evaluation Recommendations
TASK 400 - Operator Training of Water Treatment Process
The term of this Agreement expires on June 30, 2019.
Services to be performed will impact all City Council Districts. The Office of the City Attorney

has approved the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Water Quaility(PDF)

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is being awarded under procurement method ENRFQ0003B-13-14 General Engineering Services.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation, (hereinafter referred to as the "Engineer"), to render certain services required for Water Quality Consulting for Fiscal Year 2018 - 2019 for the City of Columbia, SC.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

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

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed for a term of one (1) year. This Agreement shall expire, unless terminated earlier as provided here in, on June 30, 2019, or at such time the total compensation provided for herein is reached, whichever is later. [ ]

The decision whether to extend the Agreement, upon written request, shall be in 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.

IV. Schedule for Completion of Services

The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.

V. Compensation (See Exhibit C)

A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Fifty Thousand, Dollars and No/100 ($50,000.00).

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

C. Invoicing Procedure: See Exhibit E

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

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

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction

or his/her designee.

4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	0 %
MBE	0 %
WBE	10.6 %
LSA	0 %

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

VI. Mentor-Protégé Program (http://www.columbiasc.net/business-outreach/) (Not 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 Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer 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 Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

VII. Indemnification and Insurance

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

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

Workers Compensation Insurance: The Engineer shall procure and shall maintain during the life of this

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

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

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

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

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Engineer, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

VIII. Permits and Licenses

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be

required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

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

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

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

IX. Duties Upon Termination

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

X. Interest of Engineer

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

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

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail,

postage prepaid and addressed to: Black & Veatch Corporation, 1411 Gervais Street, Suite 402, Columbia, SC 29201.

XIV. Consent Decree (Not Applicable)

A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated 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 Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Engineer 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 Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer 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 Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer 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 Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Engineer 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 Engineer 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 Engineer's failure to perform pursuant to the Agreement.

E. The Engineer shall perform the services pursuant to this Agreement using sound engineering

practices as set forth in Paragraph 9 of the Consent Decree.

XV. Miscellaneous

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

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

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

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

G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

I. This Agreement is subject to City Council approval.

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

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

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

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

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

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

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

BLACK & VEATCH CORPORATION

Jeff Wells/Assoc. Vice President L. J Wells **Date:** 7/2/18

Print: Name/Title **Signature**

Recommended by:

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

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Black&Veatch.2018.WaterQualityConsultingFY18.19.WM4263-18.agr.nj

Exhibits – WM4263

Exhibit A – Scope of Services

Exhibit B – Schedule

Exhibit C- Compensation

Exhibit D – Subconsultant Form

Exhibit E – Invoicing Procedures

Exhibit F – Prompt Payment Affidavit

BLACK & VEATCH
Building a world of difference.

BLACK & VEATCH CORPORATION
1411 GERVAIS STREET, SUITE 402, COLUMBIA, SC 29201
+1 803-413-4537 P | +1 864-234-0784 F | WWW.BV.COM

City of Columbia
Water Quality Consulting for FY18-19
Proposal for Engineering Services

B&V Project 90170.0016
May 15, 2018

Mr. Jason A. Shaw
Water Engineer
City of Columbia
P. O. Box 147
Columbia, South Carolina 29217

Dear Mr. Shaw:

Black & Veatch is pleased to offer consulting engineering services to the City of Columbia for water quality, treatment, distribution, and regulatory compliance for Fiscal Year 2018-2019. As in the past, these services include routine attendance at Water Quality Committee meetings, periodic review of water quality data, assessment of present and future regulatory compliance, and other special projects as requested. In addition, similar to the agreement for this year, we are proposing services to provide an annual update to the recommendations from the 2014 Process Optimization Evaluations and operator training specific to water treatment.

We propose to provide the above stated scope of services on an as-needed basis for an engineering fee not to exceed $50,000.00 without further written authorization. Compensation shall be based on the attached hourly rate schedule. Expenses shall be billed at cost times a multiplier of 1.0.

Paul Hargette, Senior Process Engineer with Black & Veatch will be the primary contact for these services similar to the last two years. Paul will be assisted as needed by Black & Veatch personnel and may also be assisted by Dr. George Budd, a nationally known water treatment specialist. Dr. Budd, formerly with Black & Veatch, now works for Aquarius Engineering, a Female Business Enterprise.

Thank you for the opportunity to provide this proposal, and we look forward to continuing to assist you with this important work. Should you have any questions, please give me a call.

Very truly yours,

BLACK & VEATCH CORPORATION

Don Franklin

Don E. Franklin, P.E.
Senior Engineering Manager

Enclosure

cc: Clint Shealy, City of Columbia, w/encl.

EXHIBIT A
SCOPE OF SERVICES
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2018-2019 (WM4263-18)

Project Description: Black & Veatch (Engineer) will serve as the City of Columbia's (City's) professional engineering representative in those phases of the Project to which this Agreement applies and will provide consultation and advice to the City during the performance of their services. The Engineer will provide routine water quality consulting services as requested by the City's staff for the Canal and Lake Murray Water Treatment Plants and the distribution system.

Work shall begin upon execution of this Agreement. Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

Engineer will provide the following specific tasks to perform the Project:

TASK 100 – GENERAL PROJECT ADMINISTRATION

Task 100 includes the following subtasks:

- Provide monthly progress reports, invoicing and schedule updates pertaining to Engineer's portion of the work to the City.
- Communicate with the City through a single point of contact, Engineer's Project Manager.
- Engineer will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work.

TASK 200 – WATER QUALITY COMMITTEE

Engineer will participate and attend the City's monthly Water Quality Committee meetings. These meetings will include a review of monthly water quality data from the treatment facilities and in the distribution system, as well as a discussion of operational issues, regulatory responsibilities, and associated water quality items. A total of twelve (12) meetings are anticipated.

TASK 300 - PROCESS OPTIMIZATION EVALUATION RECOMMENDATIONS

Task 300 includes the following subtasks:

- Review of Water Production Information and Update of Database – The water production information for the previous year will be reviewed and the existing database of water production will be updated. This information will be compared to the demand projections developed as part of the 2014 Process Optimization Evaluations for the Canal and Lake Murray Water Treatment Plants. Observations and recommendations will be provided addressing the timing and priority of current capacity driven Capital Improvement Program projects.
- Review of Water Quality and Current / Pending Regulatory Issues – Engineer will review the previous year's water quality data and provide comments on compliance status with

current and future or potential regulatory requirements. The current Capital Improvement Program project will be reviewed with respect to regulatory or water quality driven projects and recommendations provided to reflect any necessary adjustments.

- Documentation - A Technical Memorandum will be developed to document the results of the review and evaluation of water production and water quality and regulatory issues. A review meeting will be held with City staff following submission of a draft Technical Memorandum. Comments will be incorporated into a final Technical Memorandum.

TASK 400 - OPERATOR TRAINING OF WATER TREATMENT PROCESS

Engineer will provide operator training located at the Canal or Lake Murray Water Treatment Plant. Training will primarily be held in one or two training sessions with the intended focus to present plant operators with information on water treatment techniques in coagulation/flocculation, sedimentation and filtration.

DELIVERABLES

Deliverables for the project will include a draft Technical Memorandum and final Technical Memorandum documenting the results of the review and evaluation of water production and water quality and regulatory issues as part of Task 300.

ADDITIONAL SERVICES

Additional services are not in the scope of work for this Agreement. These services will be performed at City's request with compensation adjustments. Additional services that City might choose to add to the scope of services include, but are not limited to, the following items.

1. General:

    a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this Project are included in the scope of services and compensation for this Agreement).
    b. Security Assessments.
    c. Renderings or photo realistic drawings.
    d. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
    e. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.

2. Environmental Assessment:

    a. Environmental assessment reports and/or environmental impact statements.
    b. Cultural resources and/or archaeological study and reports.
    c. Archaeological consultations regarding artifacts that may be uncovered during construction.

3. Testing:

    a. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.

4. Hazardous Environmental Conditions:

    a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
    b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.

5. Conducting pilot plant studies and tests.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.

2. Access to public and private property when required in performance of the Engineer's services.

3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).

4. Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Engineer shall be held responsible for repair/replacement of any loss of or damage to property, structure, equipment, etc., specifically caused by the Engineer or a subcontractor of the Engineer).

EXHIBIT B
PROJECT SCHEDULE
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2018-2019 (WM4263-19)

Engineer proposes to perform the services as detailed in this Scope of Services per the schedule below.

- Meeting Attendance – Meetings will be attended monthly, from July 2018 through June 2019, typically held on the first Thursday of each month at the Canal Water Treatment Plant.

- Technical Memorandum – The draft Technical Memorandum will be developed and submitted in April of 2019 and be based on 2018 calendar year data. The review meeting will be held in May of 2019 and the final Technical Memorandum submitted in June of 2019.

EXHIBIT C
COMPENSATION
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2018-2019 (WM4263-18)

For the services outlined in this Contract, the City agrees to pay the Engineer as follows:

A. Compensation shall be based on the attached hourly rate schedule, plus subcontractor billings times 1.0 and reimbursable expenses, with a total amount not to exceed fifty thousand dollars ($50,000.00). Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies. Work shall begin upon written notification by the City to proceed.

B. For supplemental services, a lump sum amount, or based on the attached hourly rate schedule, plus reimbursable expenses times 1.10, except airfare and travel expenses, which will be billed at cost; plus subcontract billings times 1.05. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

   Each item of supplemental services shall be established and approved in writing before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established and approved for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.

C. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs. The entire amount of each statement shall be due and payable upon receipt by the City.

Attachment I
Page 1 of 1

Hourly Billing Rates for Personnel	
Category of Personnel	**Billing Rate / Hour**
Client Director	$245
Senior Process Engineer	$220
Senior Project Manager / Senior Engineering Manager	$195
Lead Project Engineer	$145
Design Engineer	$130
Associate Engineer	$110
Senior Design Technician	$125
Design Technician	$85
Structural Engineer	$155
Electrical Engineer	$155
Accountant	$100
Senior Administrative Assistant	$105
Administrative Assistant	$80

The above listed hourly billing rates are valid for the period of July 1, 2018 through June 30, 2019.

EXHIBIT D
SUBCONSULTANT FIRM INFORMATION RECORDS

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

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, WBE SBE, LBE, Non M/W/S/LBE)	Services to be Provided	Dollar Value of Services
Aquarius Engineering, LLC 267 Hallowell Rd Pownal, ME 04069	Catherine Spenser 207-688-4234	WBE	Water Treatment Staff Training (if requested)	$5,320

KEY:

MBE- Minority Business Enterprise
WBE- Woman Owned Business Enterprise
SBE- Small Business Enterprise
LBE- Local Business Enterprise (per City's definition)

Invoicing Procedure: Exhibit E

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Engineer's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Engineer's project schedule must be the basis for full or a percentage of payment for work completed on the Engineer's invoice.
4. The Engineer will not request payment for taxes on Professional Services, labor or installation fees.
5. The Engineer will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Engineer shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Engineer shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Engineer shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Engineer shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Engineer shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Engineer shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

Engineer will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Engineer. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Water Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve Environmental Testing Services for Pre-treatment/Fats, Oils, and Grease (FOG) Aqueous Sample Matrix for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Rogers and Callcott in the amount of $117,105.11 with two (2) year extension as provided for in annual operating budget funding. This firm is located in Columbia, SC.**

REQUISITION NO.: **R190462**

FINANCIAL IMPACT: **Funding Source: 5516208-638300 Utilities Metro Wastewater Plant - Special Contracts. The original budgeted amount is $213,000.00.**

ORIGINAL BUDGET: **$213,000.00 for all environmental testing**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

The City of Columbia sought proposals via RFP013-17-18-MRM from qualified Contractors with experience and expertise in implementing Environmental Sample Collection and Testing. Rogers and Callcott of Greenville, SC has a local office in Columbia, SC and is recommended to provide pre-treatment and fats, oils and grease (FOG) testing services in the full amount of $117,065.11.

Sampling for the Wastewater Treatment Plant and pre-treatment program is compliance based and must continue without interruption. Purchase Requisition R190462 was entered in the amount of $4,900.00 and approved by the Department of Procurement and Contracts to cover the testing services needed until City Council approval was granted for the remaining award amount of $112,165.11.

The final contract document will be the resulting purchase order upon City Council approval. The term of the contract shall be one (1) year, beginning July 1, 2018, with an option to extend for two (2) additional one (1) year periods. Pricing provided is on a 1-year basis as appropriations are considered annually; however, pricing must remain valid for both fiscal years.

Services performed will impact all City Council Districts. The Director of Utility Operations and Assistant City Manager for Columbia Water recommend its approval.

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve a Contract for Project SS7335-B; Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Main, as requested by Columbia Water. Award to Davis & Floyd Inc. in the amount of $243,000.00. This firm is located in Columbia, SC.**

REQUISITION NO.: **R186522**

FINANCIAL IMPACT: **Funding Source: Utilities Wastewater Maintenance- SPC Contracts– 5516205-SS7335-638305. The original budgeted amount is $243,000.00.**

ORIGINAL BUDGET: **$243,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

The above referenced Agreement is to compensate the Engineer for providing services to locate the limits of force main easements, physically mark the easement boundaries, update the City's Geographic Information System (GIS) and real -estate record databases for the City of Columbia.

The majority of the sanitary sewer force mains are located on City owned property or easements owned leased or operated by the City. The City has permanent sewer easements that are of varying widths. Property easements owned, leased or operated by the City can vary from wet, low lying areas next to creeks, streams or rivers to those in fully developed neighborhoods and businesses districts, to easements on steeply sloped embankments, or to areas at City owned facilities.

The data collected will support the administration of the Transmission System Operations and Maintenance Program (TSOMP). The TSOMP ensures the City is able to address and prevent Sanitary Sewer Overflows (SSO) associated with Pump Stations and their Force Mains.

The City currently operates under the terms of a Consent Decree and is mandated by

the United States Environmental Protection Agency (EPA) and the South Carolina Department of Health and Environmental Control (SCDHEC) to administer the TSOMP. At all times during fulfilment of this project activities and deliverables shall support the TSOMP and the requirements of the Consent Decree to the maximum extent possible.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Davis&Floyd.2018.Designate.Mark.and Record Locations of Easement Boundary.SS7335-B(PDF)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method ENRFQ0003B-13-14.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Davis & Floyd, Inc., (hereinafter referred to as the "Consultant"), for the Consultant to provide services to locate the limits of force main easements, physically mark the easement boundaries, update the City's Geographic Information System (GIS) and real-estate records databases for the City of Columbia, SC.

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

I. Scope of Services

Upon written notification by the City to proceed, the Consultant shall complete 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.

II. Supplemental or Additional Services

The City may require supplemental or additional services of the Consultant or services 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.

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed. This Agreement shall expire, unless terminated earlier as provided for herein, on January 31, 2019, or at such time, the total compensation provided for herein is reached, whichever is later.

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

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.

V. Compensation (See Exhibit C)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Forty Three Thousand Dollars and No/100 ($243,000.00).

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 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: See Exhibit E

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 (Prompt Payment Affidavit Non-applicable)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction

or his/her designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	0 %
MBE	0 %
WBE	0 %
LSA	0 %

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

VI. 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 MPP goals for this requirement are – Non-applicable

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

VII. Indemnification and Insurance

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

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

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

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

VIII. Permits and Licenses

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

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

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

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all

of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia,

1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Davis & Floyd, Inc., 240 Stoneridge Drive, Suite 305, Columbia, SC 29210 .

XIV. Consent Decree Exhibit G

A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated 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 Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Engineer 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 Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer 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 Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer 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 Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Engineer 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 Engineer 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 Engineer's failure to perform pursuant to the Agreement.

E. The Engineer shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

XV. Miscellaneous

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

I. This Agreement is subject to City Council approval.

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

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

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

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

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

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

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ Date:_____
Witness Teresa Wilson, City Manager

Davis & Floyd, Inc.

Eric S. Dickey, PE, PLS, VP _____ Date: 6/11/2018
Print: Name/Title Signature

Recommended by:

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

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Davis & Floyd 2018 SS7335B Designate Mark & Record Easement Boundary over SSFM.Agreement.kr

List of Exhibits

(SS7335-B Designate, Mark and Record Locations of Easement Boundary over Sanitary Sewer Force Mains)

Exhibit A: Project Manual

Exhibit B: Davis & Floyd Letter Dated April 25, 2018

Exhibit C: Excerpt Form an Email Dated April 23, 2018 From Davis & Floyd

Exhibit D: Business Information Record for subconsultants/subcontractors

Exhibit E: Invoicing Procedure

Exhibit F: Map

Exhibit G: Acknowledgement of Consent Decree

Exhibit A

PROJECT MANUAL

CITY OF COLUMBIA

DESIGNATE, MARK AND RECORD LOCATIONS OF EASEMENT BOUNDARY OVER SANITARY SEWER FORCE MAINS

TRANSMISSION SEWER SYSTEM

SS7335-B

Columbia Water

FY 2017-2018

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SUPPORTING DOCUMENTATION (SEPARATE FROM PROJECT MANUAL)

City of Columbia Sewer Mapbook: SS7335 Force Main Easement Identification

City of Columbia Map: Force Main Easement Boundary Marking SS7335 BR & WC Basins

City of Columbia Map: Force Main Easement Boundary Marking SS7335 Central Columbia

City of Columbia Map: Force Main Easement Boundary Marking SS7335 MC Basin

City of Columbia Map: Force Main Easement Boundary Marking SS7335 Northern CC Basin

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City of Columbia Map: Force Main Easement Boundary Marking SS7335 SR Basin

City of Columbia Map: Force Main Easement Boundary Marking SS7335 West Columbia Basin

City of Columbia E-Size Map: SS7335 Force Main Easement Identification

CONTRACT NO.	PROJECT TITLE	PAGE
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1. PURPOSE

1.1. The purpose of this project is to locate the limits of Force Main easements for the City of Columbia, South Carolina (hereafter called the "OWNER"), physically mark the easement boundaries, and update OWNER GIS and real-estate record databases with accurately documented easement boundaries.

1.2. This project is established to support Transmission System Operations and Maintenance Program (TSOMP) administration for the OWNER. The TSOMP ensures the OWNER is able to address and prevent Sanitary Sewer Overflows (SSO) associated with Pump Stations and their Force Mains.

1.3. The OWNER currently operates under the terms of a Consent Decree and is mandated by the United States Environmental Protection Agency (EPA) and the South Carolina Department of Health and Environmental Control (SCDHEC) to administer the TSOMP. At all times during fulfillment of the project described herein, CONTRACTOR activities and deliverables shall support the TSOMP and the requirements of the Consent Decree to the maximum extent possible.

2. SCOPE

2.1. In general terms, the work described includes Sanitary Sewer Force Main Easement boundary identification, marking, and record location for the OWNER. The majority of the sanitary sewer force mains are located on OWNER-owned property or easements owned, leased, or operated by the OWNER.

2.1.1. The OWNER has permanent sewer easements that are of varying width.

2.1.2. Property and easements encountered during this project can vary from wet, low lying areas next to creeks, streams or rivers to those in fully developed neighborhoods and business districts, to easements on steeply sloped embankments, or to areas at OWNER-owned facilities.

2.2. The OWNER's Sanitary Sewer Transmission System shall be divided into three areas to be addressed separately in order to complete Force Main Easement boundary identification, marking, and record location for OWNER's entire Transmission System. The area to be addressed by this project is identified as SS7335-B and includes the following Force Main Easements, from the Lift Station up to and including the discharge manhole:

2.2.1. Broad River Basin

Pump Station	Force Main (Linear Feet)
Harbison 4	3487.2
Harbison 2	496.895
Broad River	8576.08
TOTAL	12560.175

NOTE: Meadowlands Force Main is NOT included in the project scope.

2.2.2. Crane Creek Basin

Pump Station	Force Main (Linear Feet)
Blythewood Crossing	2303.81
Hawkins Creek	3141.076
Killian Crossing	4310.376
Farrow Pointe	941.253
Booker Heights	978.882
North Columbia	1250.458
TOTAL	12925.855

2.2.1. Smith Branch Basin

Pump Station	Force Main (Linear Feet)
Prescott Manor	950.493
Bendale	1580.564
TOTAL	2531.057

2.2.1. Rocky Branch Basin

Pump Station	Force Main (Linear Feet)
Homeless Shelter	1927.659
Edventure	1261.062
West Columbia	21618.54
Owens Field Park	254.325
Owens Field	1359.414
The Retreat	1335.62
Heathwood Hall	1098.241
TOTAL	28854.861

2.3. The following scope of services is applicable to each identified work area:

2.3.1. The CONTRACTOR shall perform all administrative and management tasks necessary to support satisfactory completion of the work scope as described in the project specifications herein, including project schedule development and update, payment application submission, and work progress tracking via the Contractor Work Summary.

2.3.2. The CONTRACTOR shall survey all Force Main easement boundaries, including all research, measurements, and computations as described in the project specifications herein.

2.3.3. The CONTRACTOR shall field locate easement boundaries and Force Main reference points (e.g. manholes and air-relief valves) and install monuments to designate easements in accordance with Standards of Practice Manual for Surveying in South Carolina and as described in the project specifications herein.

2.3.4. The CONTRACTOR shall develop an Easement Boundary Plat from the Force Main Easement Boundary survey and submit to the OWNER within 30 days of project work activity completion or project termination as described in the project specifications herein.

3. CONTACT INFORMATION

3.1. OWNER Representative:

Contracts Project Manager
Columbia Water - Wastewater Management Division
P.O. Box 147
Columbia, SC 29217

4. REFERENCES

4.1. SCLLR

4.1.1. Standards of Practice Manual for Surveying in South Carolina

4.2. NOAA

4.2.1. State Plane Coordinate System of 1983

5. DEFINITIONS

5.1. Definitions and descriptions associated with this Project Manual may be found in the following locations:

5.1.1. Standards of Practice Manual for Surveying in South Carolina

6. RESPONSIBILITIES

6.1. OWNER Responsibilities

6.1.1. The OWNER representative shall manage the coordination of status meetings, receipt and acceptance of project deliverables, and determine satisfactory completion of the project scope.

6.1.2. The OWNER representative shall review and provide approval or rejection of requested project schedule changes.

6.1.3. The OWNER representative shall, to the maximum extent practical, make archived drawings and maps of sewer system segments associated with this project available to the CONTRACTOR for use.

6.1.4. The OWNER representative shall be responsible for providing clarifications requested by the CONTRACTOR as necessary to assist with completion of work as specified herein.

6.2. CONTRACTOR Responsibilities

6.2.1. The CONTRACTOR shall be responsible for safe execution of the project work scope and develop and submit a project-specific safety plan.

6.2.2. The CONTRACTOR shall ensure personnel and vehicles associated with this project are positively identified to the public as specified herein.

6.2.3. The CONTRACTOR shall be responsible for quality control during execution of the project work scope as specified herein.

6.2.4. The CONTRACTOR shall ensure that qualifications and licensure requirements as described herein are maintained throughout the execution of the project work scope.

6.2.5. The CONTRACTOR shall be responsible for making notifications as described herein.

6.2.6. The CONTRACTOR shall be responsible for preparing for and attending meetings as identified herein.

6.2.7. The CONTRACTOR shall be responsible for developing and maintaining the project schedule.

6.2.8. The CONTRACTOR shall be responsible for tracking progress and work activities as described herein.

6.2.9. The CONTRACTOR shall be responsible for completion of the work scope as specified herein.

6.2.10. The CONTRACTOR shall be responsible for submission of deliverables satisfactory to the OWNER as specified herein.

6.2.11. The CONTRACTOR shall be responsible for submission of timely pay requests and additional information required to allow the ONWER representative to confirm work completion.

7. PROJECT SPECIFICATIONS

7.1. General Requirements

7.1.1. Safety

A. CONTRACTOR shall ensure that all project activities conform to state and federal OSHA standards and regulations.

B. CONTRACTOR shall develop a project-specific Safety Plan and submit to the OWNER representative for review and comment. [DELIVERABLE]

C. All personnel shall wear appropriate Personal Protective Equipment (PPE) as required by regulations at all times while performing work or in the vicinity of work activities.

7.1.2. Positive Identification

A. CONTRACTOR shall use company marked vehicles at all times during the project to outwardly demonstrate the business name.

B. CONTRACTOR personnel shall be prepared to provide identification to persons inquiring about their operations at all times while on OWNER property or easements owned, leased, or operated by the OWNER.

C. CONTRACTOR personnel directly involved in contacting property owners are required to have identification, complete with photograph, associating them with their employer.

i. Identification shall be prominently displayed at all times while engaged in contact with property owners.

7.1.3. Quality Control

A. The CONTRACTOR shall implement and adhere to internal quality control and quality assurance procedures for all project activities, including subcontractor/subconsultant work.

B. The CONTRACTOR shall make any quality control and quality assurance processes material to the project available for review by OWNER representative or designee as requested.

C. The CONTRACTOR shall provide staffing as needed to complete work without undue delay and within the contract time allotted.

D. The CONTRACTOR shall assume full responsibility for all damages to OWNER property and other public and private property.

7.2. Qualification and Licensure

7.2.1. Work on this project associated with surveying, boundary marking, or plat development shall be performed by a Professional Land Surveyor licensed to practice in the state of South Carolina by the South Carolina Board of Professional Engineers and Land Surveyors.

7.3. Notification and Communication

7.3.1. Property Owner Notification

A. Written Notice

i. CONTRACTOR shall provide written notice to each affected property owner regarding project work on or immediately adjacent to their property at the following intervals:

a. 7 calendar days prior to accessing the property or immediate vicinity

ii. CONTRACTOR shall draft notification language for approval by the OWNER representative.

iii. OWNER representative shall review, provide feedback, and make final approval of written notifications.

iv. CONTRACTOR shall prepare and distribute copes of all public notifications.

v. Each written notice shall include, at minimum:

a. Date and time of activity start

b. Estimated date and time of activity completion

c. CONTRACTOR telephone number for property owners to call for information while work is in progress.

B. If property owner objects to project work on their property, the CONTRACTOR shall make every reasonable effort to obtain consent to carry out the provisions of this Project Manual. If all efforts to obtain consent are unsuccessful, the CONTRACTOR shall notify OWNER representative. The OWNER shall then take or recommend further action as necessary.

7.3.2. OWNER Representative Notification and Communication

A. The CONTRACTOR shall utilize the OWNER representative as the primary point of contact for all project activities.

i. Additional personnel may be designated by the OWNER representative to communicate with the CONTRACTOR, but the OWNER representative shall receive, at minimum, a carbon copy of all correspondence.

B. The CONTRACTOR shall utilize the project Sharepoint (web-based document storage, sharing, and controls) site directly or via email to share and document project progress, data, decisions, deliverables, and other information material to the project.

i. The CONTRACTOR shall attend a brief Sharepoint user introduction session provided by the OWNER in order to gain access to the site. Scheduling of the session shall be coordinated with the OWNER representative.

C. Notify OWNER representative IMMEDIATELY for:

i. Any conditions or defects posing imminent danger to the public (e.g. missing manhole lids, broken covers, sink holes, etc.)

ii. Any manhole that is buried, cannot be found, or cannot be accessed

a. Provide manhole identification number, map (.PDF) showing location of the manhole, and procedures used to attempt to locate the manhole.

iii. Any property owner objection to project work on their property

iv. Any changes to scope of work necessary for project completion (NOTE: Changes shall be made only upon OWNER written authorization)

a. OWNER representative or designee shall review scope change requests and provide written authorization if approved.

D. Notify OWNER representative at the time of any deliverable submittal.

7.3.3. Project Meetings

A. Project Kickoff Meeting

i. The CONTRACTOR shall attend a Project Kickoff Meeting prior to work commencement.

ii. The OWNER representative shall coordinate with the CONTRACTOR for scheduling of the Project Kickoff Meeting.

B. Monthly Project Update Meetings

i. The CONTRACTOR shall attend Monthly Project Update Meetings identifying progress and schedule throughout the project.

ii. The CONTRACTOR shall provide the monthly project status report in support of Monthly Project Update Meetings.

C. The CONTRACTOR shall attend additional meetings as requested by the OWNER representative with a minimum 3 calendar day notice.

7.4. Project Schedules and Status Updates

7.4.1. The CONTRACTOR shall develop and maintain the project schedule.

A. The initial project schedule shall be provided to the OWNER representative for review prior to work commencement. [DELIVERABLE]

B. Schedule shall be updated not less than monthly and provided to the OWNER representative for review as part of the Monthly Project Status Report. [DELIVERABLE]

C. The OWNER representative shall have approval authority for any schedule changes from the initial project schedule.

i. If any schedule changes not due to weather or other natural factors are rejected by the OWNER representative, the CONTRACTOR is responsible for ensuring that work continues on schedule.

ii. The OWNER representative shall provide schedule change approval or rejection in writing.

iii. The OWNER representative schedule change approval process shall in no way relieve the CONTRACTOR's obligation to perform project work in accordance with the latest approved schedule.

iv. Any schedule change requests submitted with less than 48 hour notice shall be assumed rejected unless directed by the OWNER representative in writing.

7.4.2. DAILY work activities and work progress shall be monitored and available for review as requested by the OWNER representative.

7.4.3. A preview report of work for the upcoming week shall be submitted WEEKLY. [DELIVERABLE]

A. The CONTRACTOR shall identify any potential risks to timely work completion.

7.4.4. A project status report shall be submitted MONTHLY. [DELIVERABLE]

A. Status report shall be submitted no less than 7 calendar days prior to the scheduled Monthly Project Status meetings.

7.5. Work Completion

7.5.1. Traffic Control

A. The CONTRACTOR shall develop a traffic control plan and implement the plan using traffic control devices and procedures as necessary throughout the project.

B. The traffic control plan shall be subject to approval by the applicable jurisdiction authority prior to work commencement.

i. The CONTRACTOR shall ensure the traffic control plan is submitted to and approved by the appropriate jurisdiction in a timely manner.

ii. Failure to receive approval due to delays in the traffic control plan approval process do not relieve the CONTRACTOR from the responsibility of timely work completion. Impacts shall be at the CONTRACTOR's expense.

C. The Contractor shall not obstruct traffic along and across major through streets or intersections thereof during the hours of 7:00 A.M. to 8:30 A.M. and 4:30 P.M. to 6:00 P.M., Monday through Friday.

7.5.2. Working Hour Restrictions

A. Work beyond the street rights-of-way is restricted to between 7:00 A.M. and 7:00 P.M., Monday through Friday.

B. For work at other times and days, the CONTRACTOR shall submit to the OWNER representative for approval a request for change in work hours.

C. A request shall be submitted no later than 3 business days prior to the time and date of requested schedule change.

7.5.3. Utility Location

A. The CONTRACTOR shall request Utility Location prior to digging for or installation of monuments or markers.

B. Delays in work due to failure to obtain utility location services with sufficient lead time do not relieve the CONTRACTOR from responsibility of timely work completion.

C. Damage to utilities caused by work in accordance with this project manual shall be remedied at the CONTRACTOR's expense.

7.5.4. The CONTRACTOR shall survey all Force Main easement boundaries, including all research, measurements, and computations.

A. All survey activities shall encompass the complete easement perimeter and shall conform to the Standards of Practice Manual for Surveying in South Carolina for a Class A General Property Survey.

B. The CONTRACTOR shall perform research and gather deeds of record for the location of the easement boundaries.

C. The CONTRACTOR shall direct questions regarding easement area to the OWNER representative and shall identify all prior efforts to obtain the necessary information.

i. As determined on a case-by-case basis, on-site clarification of easement boundaries between the CONTRACTOR and the OWNER representative or designee may be necessary (e.g. easement boundaries located in a river, creek, or lake).

7.5.5. The CONTRACTOR shall field locate easement boundaries and install monuments and Force Main reference points (e.g. manholes and air-relief valves) to designate easements in accordance with Standards of Practice Manual for Surveying in South Carolina and additional specifications identified herein.

A. Procurement Requirements

i. The CONTRACTOR shall be responsible for procuring new Utility Markers/Locators from a manufacturer regularly engaged in the manufacturing of Utility Markers/Locators to ensure future supply to the maximum extent possible.

ii. The CONTRACTOR may submit for an alternate product as a substitution for the specified Basis of Design products identified herein. Submission of an alternate Easement Boundary Post shall include sufficient documentation to demonstrate that the product substitution meets or exceeds the performance specifications provided herein.

iii. The OWNER representative reserves the authority to reject any substitution request that does not meet the requirements of these specifications to the satisfaction of the OWNER.

iv. The CONTRACTOR shall furnish standard items, materials, and accessories identified in the material specifications.

a. The CONTRACTOR shall purchase Basis of Design Easement Boundary Marker Posts by the case (20 Posts). Any surplus Easement Boundary Post not incorporated into the work shall become the property of the OWNER and shall be delivered as directed by the OWNER representative.

b. Bersten Survey Products identifies and supplies standard products identified herein and may be used as a resource for the CONTRACTOR to assist with material procurement.

B. Material Specifications

i. Above Ground Easement Boundary Marker/Witness Marker

a. Marker Post

1. Basis of Design:

MANUFACTURER	MODEL	DESCRIPTION
CARSONITE COMPOSITES	CBM 2072	CARSONITE FIBERGLASS BOUNDARY POST

2. Width: 2.6 inches (minimum)

3. Length: 72 inches (minimum)

4. Durable, UV resistant, continuous glass fiber and resin reinforced, thermosetting composite material resistant to impact, ozone, and hydrocarbons within a service temperature range of -40°F to +140°F

5. Pigmented throughout the entire cross-section so as to produce a uniform color which is an integral part of the material. Ultraviolet resistant materials shall be incorporated in the construction to inhibit fading or cracking of the marker upon field exposure.

b. Vinyl Applied Decal

1. Basis of Design:

MANUFACTURER	MODEL	DESCRIPTION
CARSONITE COMPOSITES	CUSTOM	CARSONITE CUSTOM DECAL

2. Decals shall be of impact resistant, pressure sensitive vinyl sheeting which shall be subject to approval by the Owner.

3. Size: The maximum allowable width for decals applied to Easement Boundary Post shall be 3.0 inches. Decals shall be appropriately sized to fit on marker post without overlay.

4. **Thickness: The minimum total decal thickness with adhesive and UV Shield® shall not be less than 4 mils for vinyl decals. Decal shall consist of a minimum adhesive thickness of 1 mil. The clear UV Shield® overlaminating film shall be a minimum of 0.75 mils in thickness.**

5. **Substrate: The decal shall consist of either cast vinyl sheeting which has been printed with UV-stabilized inks for outdoor applications.**

6. **Adhesive: The decal shall have a high tack, aggressive, permanent, pre-applied layer of pressure-sensitive adhesive, protected by a removable release film.**

7. **Overlaminating Film: UV Shield® overlaminating film shall be applied to the decal for long term ultraviolet and abrasion protection. Clear coating shall not be allowed as a substitute for the UV Shield®.**

8. **Color: Green**

9. **Legend: City of Columbia Easement Boundary**

c. **Standard Post Driver**

1. **Basis of Design:**

MANUFACTURER	MODEL	DESCRIPTION
CARSONITE COMPOSITES	RMTLD250	BOUNDARY MARKER DRIVER

2. **Post Driver shall be appropriately sized for installation of boundary markers without damage to the markers.**

ii. **Easement Boundary Monument/Witness Monument**

a. **Cast-in-Place Concrete Mix**

1. **Basis of Design: ASTM C150 and ACI 318**

CLASS	DESIGN STRENGTH (PSI)	CEMENT ASTM C150	CEMENTITIOUS CONTENT (LBS/CY)	W/C	WR ADMIXTURE	SLUMP RANGE (IN)
A	2500	TYPE II	440	0.62 MAX	ALLOWED	1-4

2. Select proportions of ingredients to meet the design strength and materials limits specified in the following table and to produce placeable, durable concrete conforming to the basis of design. Proportion ingredients to produce a homogeneous mixture which will readily work into corners and angles of forms and around reinforcement without permitting materials to segregate or allowing free water to collect on the surface.

b. Concrete Reinforcing Bars

1. Basis of Design: ASTM A615, Grade 60

2. Diameter: 5/8 inches minimum

3. Length: 24 inches minimum

4. Material: Carbon Steel

c. Survey Marker Rebar Cap

1. Basis of Design:

MANUFACTURER	MODEL	DESCRIPTION
BERNTSEN COMPOSITES	RBD5250	2-1/2" ALUMINUM SURVEY MARKER FOR 5/8" REBAR (DOMED)

2. Size: 2-1/2 inches diameter, sized to fit selected reinforcing bar.

3. Material: Aluminum

4. Legend: See Figure 1

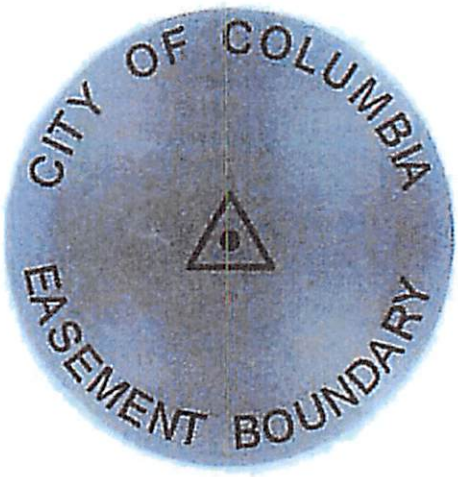


Figure 1: City of Columbia Easement Boundary Rebar Marker Cap

C. Field Installation

i. Above Ground Easement Boundary Marker/Witness Marker

a. Markers are required for all set monuments.

b. Bury a minimum of 1.5 feet deep, with a minimum of 4 feet above ground.

c. Marker location shall be in accordance with Figure 2.

1. Two witness posts, facing away from easement area, shall be installed at each angle point in the easement boundary, one on the back tangent and one on the forward tangent to represent the direction of the easement boundary.

2. Single marker witness posts facing away from easement area will be installed at each straight line monument location and at all property line intersection monuments.

d. Straight line marker posts shall be placed every 500 feet along straight tangents.

e. Marker posts shall also be placed at each sanitary sewer manhole and air release valve located along the surveyed route.

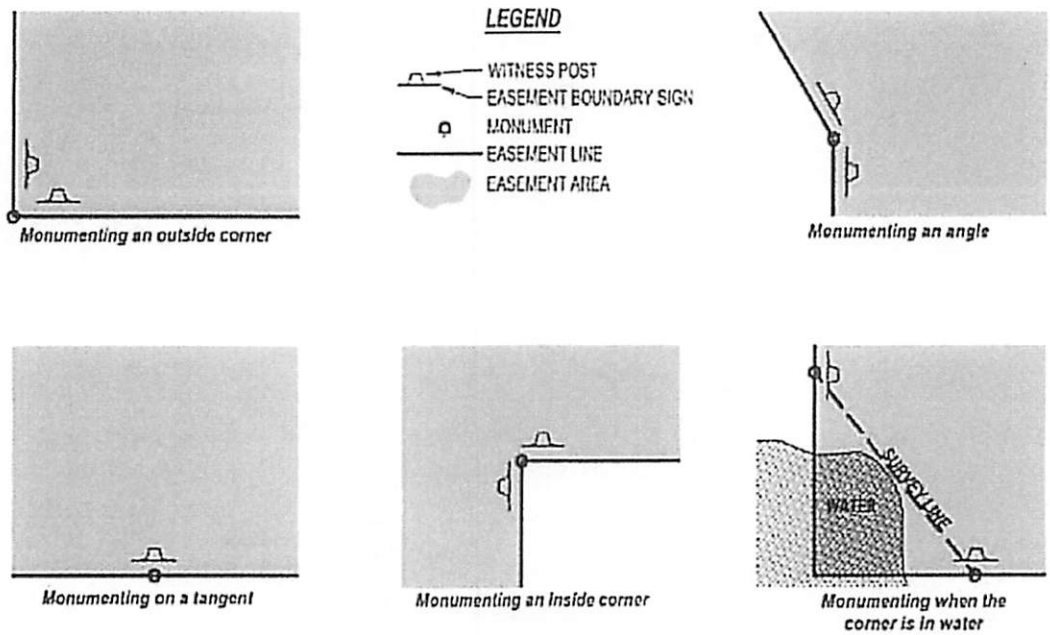


Figure 2: Detail for Placement of Above Ground Easement Boundary Marker/Witness Marker

ii. Easement Boundary Monument/Witness Monument

a. Monuments shall be installed at each angle point of the surveyed easement boundary.

b. Monuments shall be installed approximately every 500 feet on a tangent along the easement boundary.

c. Witness Monuments shall be installed to mark corners or boundary lines which are inaccessible (e.g. located in a river, creek, lake, etc.)

d. Monument installation shall be in accordance with Figure 3.

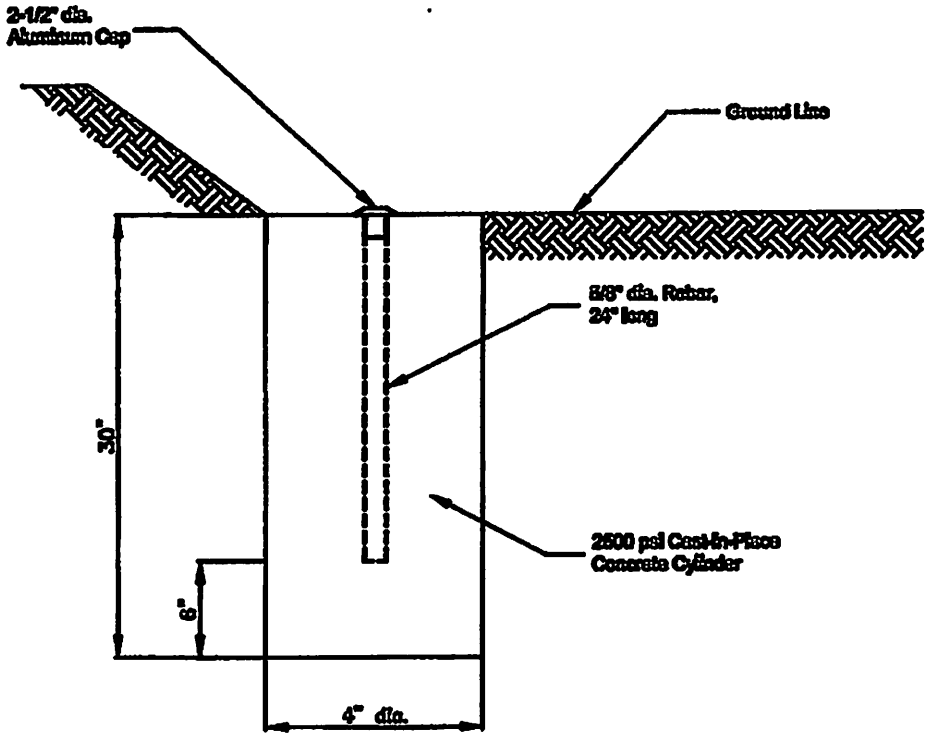


Figure 3: Detail for Easement Boundary Monument/Witness Monument Installation

7.5.6. The CONTRACTOR shall develop an Easement Boundary Plat from the Force Main Easement Boundary survey and submit to the OWNER within 30 days of project work activity completion or project termination. [DELIVERABLE]

A. The Easement Boundary Plat shall conform to the Standards of Practice Manual for Surveying in South Carolina.

i. Signed and sealed by a Professional Land Surveyor licensed to practice in the state of South Carolina by the South Carolina Board of Professional Engineers and Land Surveyors

ii. South Carolina State Plane Coordinate System

iii. North American Datum 1983

iv. International Feet

v. Basis of Bearing: Grid North

vi. Additional details identified as variables within the Standards of Practice Manual and not specified herein shall be submitted to the OWNER's representative for clarification.

B. The Easement Boundary Plat shall be delivered as three (3) signed and sealed paper copies (36 inches by 24 inches), one (1) electronic Autocad file (.dwg format compatible with AutoCad Civil 3D 2013 at minimum), and one (1) electronic general-use file (.pdf)

i. Easement perimeter shall be attributed as a separate and extractable polygon feature component of the drawing for conversion to a Geographic Information System (GIS).

ii. Monuments and markers shall be attributed as a separate and extractable point feature component of the drawing for conversion to GIS.

iii. The Autocad file shall conform to the OWNER's Geospatial Data Submission Standards and Regulations.

7.6. Payment

7.6.1. The CONTRACTOR is responsible for submitting payment applications and all supporting documentation to allow the OWNER representative to confirm work completion prior to payment approval. [DELIVERABLE]

A. Payment applications shall correspond to Monthly Status Updates to facilitate comparison and discussion at the Monthly Project Status Meetings.

7.6.2. The OWNER representative is responsible for reviewing payment applications and recommending OWNER approval or rejection.

7.6.3. The OWNER representative has authority to hold payment application processing due to lack of sufficient supporting information or deliverables not received.

7.6.4. Payments associated with this project shall be processed according to the following bases:

A. Survey Force Main Easement Boundaries

i. Measurement shall be made on a per Linear Foot (LF) basis of Force Main easement researched, located and surveyed, as measured along Force Main pipe line segments.

ii. Payment shall be at the Contract Unit Price as determined by the bid per the actual count of linear feet along Force Main pipe line segments for which easement research; location, and surveying has been completed.

iii. Price and payment shall be full compensation for furnishing all materials, labor, tools, equipment, and appurtenances required or otherwise necessary to satisfactorily complete the work scope including researching and gathering of deeds of record for the horizontal location of the sanitary sewer force main easement boundary, field locating and marking the easement boundary angle and tangent points, and verification of work progress.

B. Furnish and Install Easement Boundary and Witness Monuments and Above Ground Markers

i. Measurement shall be made on a per Linear Foot (LF) basis of Force Main easement researched, located and surveyed, as measured along Force Main pipe line segments.

ii. Payment shall be at the Contract Unit Price as determined by the bid per the actual count of linear feet along Force Main pipe line segments for which easement boundary monuments and markers have been installed.

iii. Price and payment shall be full compensation for furnishing all materials, labor, tools, equipment, and appurtenances required or otherwise necessary to satisfactorily complete the work scope including furnishing of boundary monument and marker materials, installation of boundary monuments and markers, and verification of work progress.

C. Develop and Submit Complete Easement Boundary Plat

i. Measurement shall be made on a lump sum basis for the development and submission of a complete Easement Boundary Plat as described herein.

ii. Payment shall be paid at the Contract Lump Sum Price as determined by the bid for the satisfactory completion of the work and submission of the deliverable.

iii. Price and payment shall be full compensation for furnishing all materials, labor, tools, equipment, and appurtenances required or otherwise necessary to satisfactorily complete the work scope including development, in accordance with Standards of Practice Manual for Surveying in South Carolina, of a completed easement boundary plat with signature and seal of a registered Land Surveyor and submission of electronic (.dwg and .pdf) and paper copies.

7.7. Project Deliverables

7.7.1. Project deliverables shall be submitted as follows:

A. The project Sharepoint site shall be the primary method of submittal for electronic deliverables (e.g. .xlsx spreadsheet Contractor Work Summaries, .pdf work progress maps, etc.).

i. Submittal via direct email or external hard drive may be acceptable if Sharepoint submittal is impractical with prior authorization from the OWNER representative.

B. Deliverables which must be submitted as hard copies (e.g. official signed and sealed plats) shall be submitted via mail or other delivery service or hand delivered to the OWNER representative or designee.

C. All project deliverable submittals shall be accompanied by an emailed notification of submittal to the OWNER representative.

7.7.2. Contractor Work Summary

A. The CONTRACTOR shall submit a work summary spreadsheet which identifies project progress using the template provided by the OWNER.

i. The Contractor Work Summary shall contain a comprehensive list identifying each Force Main segment or other asset to which the work is tied.

ii. Work completion shall be tracked in relation to progress along Force Main segments or relative other assets identified in the original maps provided by the OWNER.

B. The Contractor Work Summary shall be updated by the CONTRACTOR and submitted at monthly intervals.

i. Each subsequent Contractor Work Summary submitted after the first shall be cumulative.

C. The final, comprehensive Contractor Work Summary shall identify all work completed for the entirety of the project.

D. The Contractor Work Summary shall be submitted in Microsoft Excel format (.xlsx is preferred, version 97-2003 .xls required at minimum).

7.7.3. The following deliverables shall be submitted by the CONTRACTOR to the OWNER representative at the identified frequency:

A. PRIOR TO PROJECT WORK ACTIVITY START

i. Project-specific Safety Plan

ii. Initial Project Schedule

iii. Contractor specifications and product data (e.g. part number, manufacturer information, etc.) for monument materials

B. WEEKLY

a. Preview of work for the upcoming week

1. Map showing work area (.pdf)

2. List of traffic control implementation and affected streets/roads

3. Planned portions of Contractor Work Summary to be completed

C. MONTHLY

i. Payment Applications (must include all supporting documentation necessary to understand work associated with payment application)

a. City of Columbia Pay Application Form

b. City of Columbia Subcontractor Form

c. Work completed to date in map format (.pdf) which identifies the area associated with the pay request

1. Map identifying work progress does not need to show survey detail but should identify progress along Force Main segments

d. Contractor Work Summary in spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)

e. Any additional information identified by the CONTRACTOR which supports understanding of the extent of work completion.

1. The OWNER representative has the authority to request additional supporting documentation applicable to the work process as necessary to understand the extent of work completion.

ii. Monthly Project Status Report

a. Work yet to be completed in map (.pdf) and spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)

b. Work completed to date in map format (.pdf)

1. Map identifying work progress does not need to show survey detail but should identify progress along Force Main segments

c. Contractor Work Summary in spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)

d. Challenges/obstructions to timely project completion

e. Contract amount expended to date

f. Current project schedule with any updates from previous versions clearly noted

D. WITHIN 30 DAYS OF PROJECT WORK ACTIVITY COMPLETION OR PROJECT TERMINATION

i. Final Project Report which shall include the following:

a. Comprehensive work completion in map format (.pdf)

1. Map identifying work progress does not need to show survey detail but should identify progress along Force Main segments

b. Final Contractor Work Summary in spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)

c. Final written report summarizing Force Main Easement Boundary survey and marking activities

ii. Final Pay Application

a. City of Columbia Pay Application Form

b. City of Columbia Subcontractor Form

c. Comprehensive work completion in map format (.pdf) which identifies the area associated with the pay request

1. Map identifying work progress does not need to show survey detail but should identify progress along Force Main segments

d. Final Contractor Work Summary in spreadsheet format (Excel format .xlsx is preferred, version 97-2003 .xls required at minimum)

e. Any additional information identified by the CONTRACTOR which supports understanding of the extent of work completion.

1. The OWNER representative has the authority to request additional supporting documentation applicable to the work process as necessary to understand the extent of work completion.

iii. Survey research data file showing all data collected (e.g. title search of public records, last deeds of record, etc.) which supports the project survey deliverables

iv. Easement Boundary Plat

a. Three (3) signed and sealed paper copies

b. One (1) electronic Autocad file (.dwg format compatible with AutoCad Civil 3D 2013 at minimum)

1. Easement perimeter shall be attributed as a separate and extractable polygon feature component of the drawing for conversion to a Geographic Information System (GIS).

2. Monuments and markers shall be attributed as a separate and extractable point feature component of the drawing for conversion to GIS.

3. The Autocad file shall conform to the OWNER's Geospatial Data Submission Standards and Regulations.

c. One (1) electronic general-use file (.pdf)

8. SPECIAL PROVISIONS

8.1. No exceptions or special provisions are invoked for this project.

9. REVISIONS

(NOTE: Project Manual updates will be tracked under Revisions upon project initiation.)

9.1. Initial Issuance of the SS7335-B Project Manual.

9.2. Revised Section 2.2.1. to denote that Meadowlands Force Main is not included in the scope.

Exhibit B

DAVIS & FLOYD

SINCE 1954

April 25, 2018

Kimberly R. Roof
Contracts Specialist II
City of Columbia
1800 Main Street, 2nd Floor
Columbia, SC 29201

Re: Request for Proposals (RFP)
SS7335-B Designate, Mark and Record Locations of Easement Boundary over SSFM
D&F Job Number: 110.00

Dear Ms. Roof:

Davis & Floyd, Inc. appreciates the opportunity to submit revision-01 for the requested proposal. Please let us know if there are any questions.

Key staff and workload capacity for this project include:

		% available/anticipated need
Kevin Thewes, PLS	(Survey Lead)	(60/30)
Jeffrey Poole, PE, PLS	(Survey support)	(30/10)
Lane Smith	(Designer/CADD support)	(60/30)
Martha Montgomery	(Designer/CADD support)	(60/30)
Eric Dickey, PE, PLS	(Principle)	(30/10)
Field Crews	(as needed to deliver on schedule)	(60/30)

Our approach and methodology include providing the City of Columbia with the appropriate level of project management to meet the needs of the City and the proposed scope. Kevin Thewes will lead our efforts and manage the day to day operations of field crews. It's not anticipated that sub-surface utility engineering (SUE) will be required to locate the existing SSFM. The City will provide geo-spatial (via ArcGIS) locations of the existing SSFM to supplement the data provided in the RFP.

While completing initial project management activities (i.e. kickoff meeting, safety plan submittal, sharepoint training, schedule submittals) we will begin property research and prepare draft letters of notification for property owners. Upon approval from the City notification letters will be mailed and we will begin locating the existing SSFM in the field. It's anticipated this will take two crew months. As existing utility surveys are completed mapping and draft easements plats will be prepared. Upon completion of draft easement plats, field crews will begin setting easement monuments and witness posts. It's estimated this will take 3-4 crew months. When all monuments are set in the field, final plats and reports will be submitted to the City.

240 Stoneridge Drive, Suite 305, Columbia, SC 29210
t. (803) 256-4121 f. (803) 254-4549

WWW.DAVISFLOYD.COM

With an anticipated date of Council Approval on May 15, 2018, our **proposed schedule** of all deliverables is November 16, 2018. It's anticipated that one field crew will be designated to the project 100% of the time. In order to complete the scope of services a second crew will be utilized to meet the **proposed schedule.**

Detailed Cost Breakdown:

Survey cost per linear foot (LF) of easement surveyed:	$0.89/LF (~$51,000)
Easement monument/marking cost per LF of easement surveyed:	$2.61/LF (~$149,000)
Plat completion costs as lump sum per plat submitted (~36):	$1,200 (~$43,000)
Total Cost (not to exceed):	$243,000

We have coordinated with Civil Engineering Consulting Services (CECS), **an SCDOT certified DBE,** for subsurface utility location to support our team. Upon approval of the City a contract modification could be issued to obtain services from CECS to provide ground penetrating radar and underground locates. However, it's our understanding these services will be provided by the City if sufficient above ground features of the SSFM can not be identified. No other subconsultants are anticipated.

We will provide a **current hourly rate table** upon your request.

Very truly yours,

DAVIS & FLOYD

Eric S. Dickey

Digitally signed by Eric Dickey
Date: 2018.04.25 08:28:01 -04'00'
Adobe Acrobat DC version: 2015.006.30417

Eric S. Dickey. PE, PLS
Vice President

Exhibit C

Excerpt for an email dated April 23, 2018 referencing SS7335-B Designated Mark & Record Locations of Easement Boundary over Sanitary Sewer Force Mains

We have reviewed our internal effort to provide services for the revised scope of services.

Summary:
1. City reduced the overall requested LF of survey/monumentation/platting ~10% (all effort below reflects this reduction plus further D&F reduction)
2. D&F reduced effort for PM/PLS from ~260 hours to 190 hours
3. D&F reduced effort for surveys from ~650 hours to 520 hours
4. D&F reduced effort for monumentation from ~1440 hours to 1140 hours
5. D&F reduced effort for plats & processing from ~630 hours to 520 hours
6. D&F reduced effort for field crews weeks from ~28 weeks to 21 weeks

We initially estimated (1) field crew full time supplemented by another crew to deliver the project in (6) months. With the reduction in anticipated effort we request to keep the (6) month scheduled to provide us more flexibility with scheduling. It's still our intent to dedicate (1) field crew full time but reduces the need to supplement with a second crew.

We offer the following adjustment to our initial fees:

Survey (~57,000 LF):	$0.89/LF (~$51,000)
Monumentation (~57,000 LF):	$2.61/LF (~$149,000)
Plats (~36 EA):	$1200/EA (~$43,000)

Total cost not to exceed: $243,000

Best regards,
Eric

DAVIS & FLOYD
SINCE 1954

Eric S. Dickey, PE, PLS
VICE PRESIDENT, TRANSPORTATION ENGINEERING
—
240 Stoneridge Drive, Suite 305, Columbia, SC 29210
O. (803) 256-4121 | F. (803) 254-4549
E. edickey@davisfloyd.com | www.davisfloyd.com

~CONFIDENTIALITY NOTICE~

The information and all attachments contained in this email message are for the use of the intended recipients only. If you are not an intended recipient, please be advised that any use, dissemination, distribution, or copying of this email is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or return email, and delete this email message and all attachments from your system.

Business Information Record for Subconsultants/Subcontractors

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

Project: Designate, Mark & Record Locations of Easement Boundary Over Sanitary Sewer Force Main (SS7335-B)

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Agreement	MBE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved? Yes or No
None.				%		
				%		
				%		
				%		
				%		

TOTAL: $_____

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

Business Name: _____

Representative Name / Title: _____

Date: _____

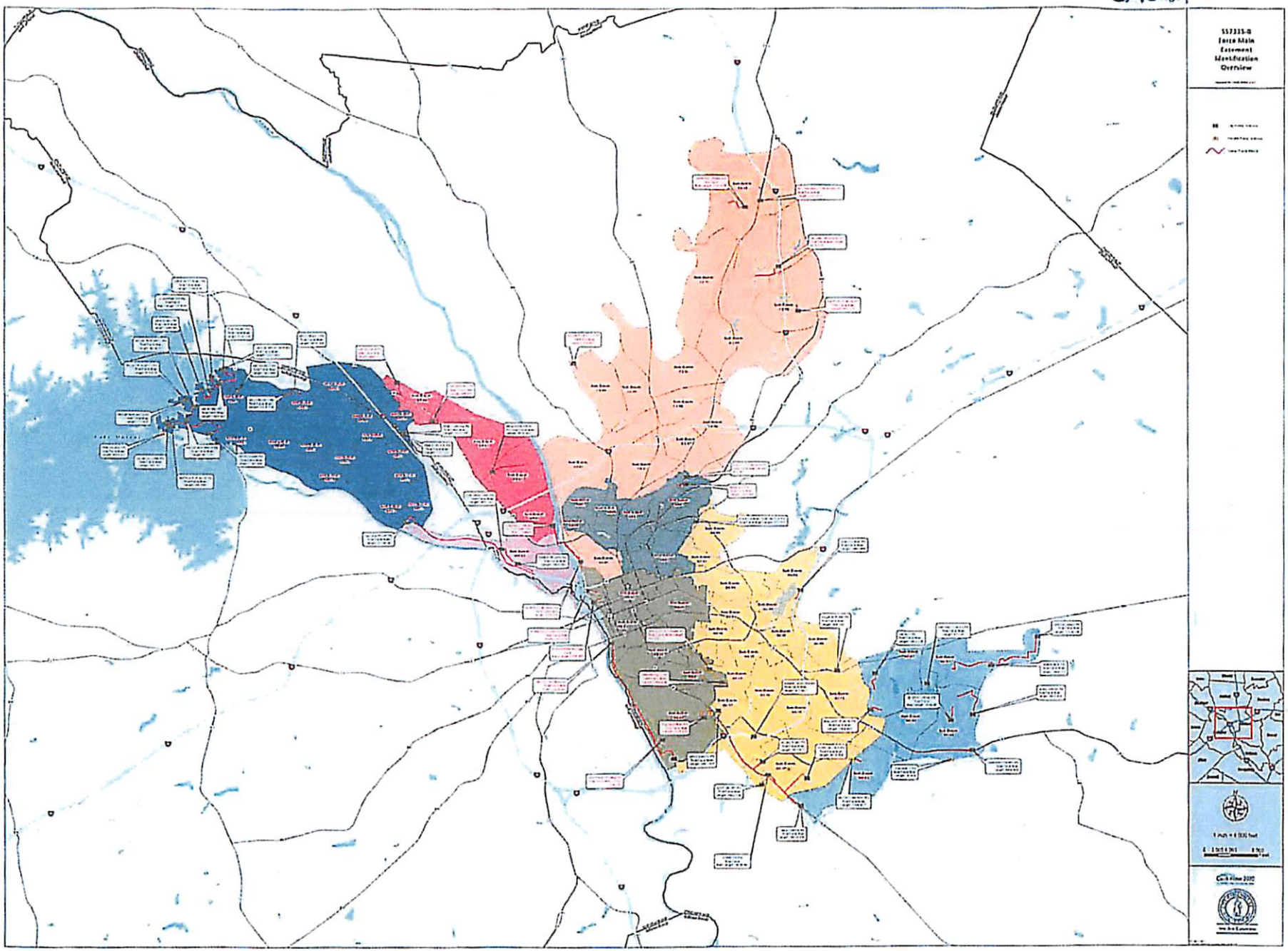
Form 710

Invoicing Procedure: Exhibit E

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Engineer's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Engineer's project schedule must be the basis for full or a percentage of payment for work completed on the Engineer's invoice.
4. The Engineer will not request payment for taxes on Professional Services, labor or installation fees.
5. The Engineer will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Engineer shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Engineer shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Engineer shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Engineer shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Engineer shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Engineer shall also provide a

breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

Exhibit F



We Are Columbia

Acknowledgement of Receipt

Date: June 1, 2018

Mr. Eric S. Dickey, P.E., PLS
C/o Davis & Floyd
240 Stoneridge Drive, Suite 305
Columbia, SC 29210

RE: Agreement for Professional Services between the City of Columbia and Davis & Floyd, Inc., for SS7335-B Designate, Mark and Record Locations of Easement Boundary over SSFM

Dear Mr. Dickey:

I hereby acknowledge the receipt of the document below from the City of Columbia:

The Consent Decree entered by the U.S. 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.

Eric S. Dickey

Signataure of Recipient

PRINT NAME: Eric S. Dickey

Davis.&.Floyd.SS7335-B.Acknowledgement of Receipt. Consent Decree

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Annual Repair Materials for Wastewater Management, as requested by Columbia Water. Award to the lowest responsible bidders of each lot in the total amount of $222,449.21.**

PURPOSE:

REQUISITION NO.: **R190471, R190472, R190473, R190474**

FINANCIAL IMPACT: **Funding Source:Utilities Wastewater Maintenance-Pipes, Fittings, Hydrants, ETC. 5516205-625700. The original budgeted amount is $325,000.00.**

ORIGINAL BUDGET: **$325,000.00.**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Four (4) bids were received for the purchase of Wastewater Management Annual Repair Materials Bid055-17-18-BTR as requested by Columbia Water for Wastewater Management. This will be a one (1) year contract, terminating June 30, 2019, with an option to extend one (1) additional year period, if mutually agreed upon in writing.

ATTACHMENTS:

- **#a:** Department acceptance (PDF)
- #b: Lot pricing for each vendor (PDF)
- #c: Lot(s) awarded for each vendor (PDF)

CITY OF COLUMBIA

Department of Procurement & Contracts

MINUTE TRAQ REVIEW & APPROVAL FORM

TO: Clint Shealy, Assistant City Manager, Columbia Water; Joey Jaco, Director, Department of Engineering, Robert Judy, Carol Sforza, James Johnson

FROM: Department of Procurement and Contracts

SUBJECT: MinuteTraq Item # 4421

DESCRIPTION: Wastewater Management Annual Repair Materials Bid

DATE: July 3, 2018

COMMENTS: Attached is a copy of the above referenced Minute Trak (MT) item requesting your final review and approval. The MT item has been drafted and now tentatively scheduled for the 07/17/2018. If the information as outlined meets your approval without changes, please sign only Section I below and return to my attention. If you would like for us to make any changes or modifications prior to Agenda Review, please list them in Section II below and return to our office as soon as possible.

SECTION I

Minute Traq Item #4421 meets with my approval and I authorize it to be officially placed on the next Council Meeting agenda without any further changes:

Name: Carol A Sforza (Print name) Date: 07/03/2018

Signature: Carol Sforza

SECTION II

Please amend this item as noted below and/or as listed on the attached document.

_____

_____

_____

Name: _____ Date: _____

(Print name)

Signature: _____

Attachments (__)

Ferguson		Fortiline		Hayes Pipe		Core & Main	
Lot #1	$ 14,829.44	Lot #1	$ 16,255.00	Lot #1	$ 15,652.00	Lot #1	$ 14,925.00
Lot #2	$ 7,057.60	Lot #2	$ 7,680.00	Lot #2	$ 6,488.80	Lot #2	$ 6,180.00
Lot #3	$ 31,129.50	Lot #3	$ 32,950.00	Lot #3	$ 33,455.00	Lot #3	$ 33,059.50
Lot #4	$ 83,949.50	Lot #4	Withdrew	Lot #4	$ 76,615.50	Lot #4	$ 72,560.50
Lot #5	$ 5,078.00	Lot #5	$ 4,682.00	Lot #5	$ 3,837.55	Lot #5	$ 3,398.25
Lot #6	$ 2,785.80	Lot #6	$ 2,594.00	Lot #6	$ 2,468.80	Lot #6	$ 2,548.40
Lot #7	$ 8,690.00	Lot #7	$ 7,485.00	Lot #7	$ 8,668.50	Lot #7	$ 8,138.00
Lot #8	$ 60,930.00	Lot #8	$ 57,780.00	Lot #8	$ 58,648.00	Lot #8	$ 56,100.00
Lot #9	$ 12,975.00	Lot #9	$ 12,090.00	Lot #9	$ 12,674.25	Lot #9	$ 11,820.00
Total amount	$ 227,424.84		$ 141,516.00		$ 218,508.40		$ 208,729.65

Ferguson		Fortiline		Hayes Pipe		Core & Main	
Lot 1	**$ 14,829.44**	Lot 7	**$ 7,485.00**	Lot 6	**$ 2,468.80**	Lot 2	**$ 6,180.00**
Lot 3	**$ 31,129.50**					Lot 4	**$ 72,560.50**
						Lot 5	**$ 3,398.25**
						Lot 8	**$ 56,100.00**
						Lot 9	**$ 11,820.00**
Total	$ 45,958.94	Total	$ 7,485.00	Total	$ 2,468.80	Total	$ 150,058.75
Sales tax	$ 3,676.72		$ 598.80		$ 197.50		$ 12,004.70
Grand Total	$ 49,635.66	**Grand Total**	$ 8,083.80	**Grand Total**	$ 2,666.30	**Grand Total**	$ 162,063.45

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve the Purchase of Annual Repair Materials for Water Distribution, as requested by Columbia Water. Award to the lowest responsible bidders of each lot in the total amount of $735,476.27.**

PURPOSE:

REQUISITION NO.: **R190478, R190480, R190481, R190482**

FINANCIAL IMPACT: **Funding Source:Utilities Waterr Disribution and Maintenance 5516203-625700. The original budget is $1,125,000.00.**

ORIGINAL BUDGET: **$1,125,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

Four (4) bids were received for the purchase of Water Distribution Annual Repair Materials Bid054-17-18-BTR as requested by Columbia Water for Water Distribution. This will be a one (1) year contract, terminating June 30, 2019, with an option to extend one (1) additional year period, if mutually agreed upon in writing.

ATTACHMENTS:

- **#a:** Lot(s) awarded for each vendor (PDF)
- #b: Lot pricing for each vendor (PDF)
- #c: Department approval (PDF)

Core & Main		Ferguson		Fortiline		Hayes	
Lot 1	$ 7,795.00	Lot 3	$ 17,548.00	Lot 11	$ 5,263.50	Lot 7	$ 3,293.25
Lot 2	$ 336,285.00	Lot 16	$ 5,382.90			Lot 9	$ 2,712.90
Lot 4	$ 9,105.87	Lot 19	$ 6,360.00			Lot 13	$ 4,381.30
Lot 5	$ 12,980.00	Lot 25	$ 137.00			Lot 14	$ 19,255.30
Lot 6	$ 2,700.00					Lot 17	$ 95,942.00
Lot 8	$ 8,529.40					Lot 21	$ 36,521.00
Lot 10	$ 2,808.00					Lot 23	$ 2,250.00
Lot 12	$ 25,674.50						
Lot 15	$ 33,636.50						
Lot 18	$ 20,052.78						
Lot 20	$ 13,401.10						
Lot 22	$ 1,166.25						
Lot 24	$ 7,815.00						
Total	$ 481,949.40	Total	$ 29,427.90	Total	$ 5,263.50	Total	$ 164,355.75
Sales tax	$ 38,555.95	Sales Tax	$ 2,354.23	Sales Tax	$ 421.08	Sales Tax	$ 13,148.46

Combined total	$ 520,505.35	Combined Total	$ 31,782.13	Combined Total	$ 5,684.58	Combined Total	$ 177,504.21

Core & Main		Total Calculated Cost
Lot #1		$ 7,795.00
Lot #2		$ 336,285.00
Lot #3		$ 21,932.00
Lot #4		$ 9,105.87
Lot #5		$ 12,980.00
Lot #6		$ 6,300.00
Lot #7		$ 3,600.00
Lot #8		$ 8,529.40
Lot #9		$ 5,161.30
Lot #10		$ 2,808.00
Lot #11		$ 5,344.90
Lot #12		$ 25,674.50
Lot #13		$ 4,924.15
Lot #14		$ 26,804.00
Lot #15		$ 33,636.50
Lot #16		$ 8,418.00
Lot #17		$ 103,910.00
Lot #18		$ 20,052.78
Lot #19		$ 6,396.00
Lot #20		$ 13,401.10
Lot #21		$ 39,275.00
Lot #22		$ 1,166.25
Lot #23		$ 3,891.06
Lot #24		$ 7,815.00
Lot #25		$ 139.00
TOTALS	**$ 196,046.19**	**$ 196,046.19**

Ferguson		Total Calculated Cost
Lot #1		$ 9,945.00
Lot #2		$ 427,424.35
Lot #3		$ 17,548.00
Lot #4		$ 14,682.75
Lot #5		$ 13,762.50
Lot #6		NO BID
Lot #7		$ 4,350.00
Lot #8		$ 9,124.85
Lot #9		$ 2,810.75
Lot #10		$ 3,239.34
Lot #11		$ 5,265.57
Lot #12		$ 30,151.25
Lot #13		$ 5,383.25
Lot #14		$ 19,578.45
Lot #15		$ 45,526.65
Lot #16		$ 5,382.90
Lot #17		$ 103,837.54
Lot #18		$ 21,350.30
Lot #19		$ 6,360.00
Lot #20		$ 14,270.50
Lot #21		$ 40,948.00
Lot #22		NO BID
Lot #23		$ 2,268.15
Lot #24		$ 7,821.00
Lot#25		$ 137.00
Total	**$ 795,543.98**	**$ 1,795,723.10**

Fortiline		Total Calculated Cost
Lot #1		$ 10,085.00
Lot #2		$ 350,870.90
Lot #3		$ 20,268.00
Lot #4		$ 13,428.75
Lot #5		$ 14,065.00
Lot #6		NO BID
Lot #7		$ 3,734.95
Lot #8		$ 19,653.55
Lot #9		$ 2,870.00
Lot #10		NO BID
Lot #11		$ 5,263.50
Lot #12		$ 48,406.25
Lot #13		$ 5,105.00
Lot #14		$ 27,666.20
Lot #15		$ 35,518.16
Lot #16		NO BID
Lot #17		$ 108,768.29
Lot #18		$ 20,736.15
Lot #19		$ 6,480.00
Lot #20		$ 14,900.00
Lot #21		$ 38,100.00
Lot #22		$ 1,184.75
Lot #23		$ 4,054.50
Lot #24		$ 8,923.00
Lot #25		$ 151.00
TOTALS	**$ -**	**$ 760,232.95**

Hayes		Total Total Calculated Cost
Lot #1		$ 12,475.00
Lot #2		$ 436,436.00
Lot #3		$ 17,980.00
Lot #4		$ 13,492.95
Lot #5		$ 14,022.10
Lot #6		$ 6,453.25
Lot #7		$ 3,293.25
Lot #8		$ 9,411.75
Lot #9		$ 2,712.90
Lot #10		NO BID
Lot #11		$ 7,101.00
Lot #12		$ 32,098.75
Lot #13		$ 4,381.30
Lot #14		$ 19,255.30
Lot #15		$ 34,847.16
Lot #16		NO BID
Lot #17		$ 95,942.00
Lot #18		$ 24,105.30
Lot #19		$ 6,993.60
Lot #20		$ 14,786.00
Lot #21		$ 36,521.00
Lot #22		NO BID
Lot #23		$ 2,250.00
Lot #24		$ 8,658.00
Lot#25		$ 182.00
Total	**$ 803,488.01**	**$ 803,398.61**

CITY OF COLUMBIA

Department of Procurement & Contracts

MINUTE TRAQ REVIEW & APPROVAL FORM

TO: Clint Shealy, Assistant City Manager, Columbia Water; Joey Jaco, Director, Department of Engineering, Robert Judy, Carol Sforza, James Johnson

FROM: Department of Procurement and Contracts

SUBJECT: MinuteTraq Item # 4422

DESCRIPTION: Water Distribution Annual Repair Materials Bid

DATE: July 3, 2018

COMMENTS: Attached is a copy of the above referenced Minute Trak (MT) item requesting your final review and approval. The MT item has been drafted and now tentatively scheduled for the 07/17/2018. If the information as outlined meets your approval without changes, please sign only Section I below and return to my attention. If you would like for us to make any changes or modifications prior to Agenda Review, please list them in Section II below and return to our office as soon as possible.

SECTION I

Minute Traq Item #4422 meets with my approval and I authorize it to be officially placed on the next Council Meeting agenda without any further changes:

Name: Carol A Sforza (Print name) Date: 07/03/2018

Signature: Carol Sforza

SECTION II

Please amend this item as noted below and/or as listed on the attached document.

_____

_____

_____

Name: _____ Date: _____

(Print name)

Signature: _____

Attachments (__)

We Are Columbia

MEETING DATE:	**July 17, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve an Agreement for Project SS7454; Broad River Force Main and Gravity Sewer Capacity Improvements, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $254,000.00. This firm is headquartered in Alberta, Canada and this project will be handled by the office located in Charlotte, NC.**
PURPOSE:	**This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project.** **The mentor for this project will provide technical consulting support for the preliminary engineering of the force main replacement and gravity sewer capacity enhancement at 79.57% ($202,100) of the contract value. Chao and Associates, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide CADD and preliminary engineering services at 20.43% ($51,900.00) of the contract value.**
REQUISITION NO.:	**R190460**
FINANCIAL IMPACT:	**Funding Source: Water & Sewer capital Projects-Broad River Force Main-Capital Project Costs 5529999-SS745401-658650. The original budgeted amount is $254,000.00.**
ORIGINAL BUDGET:	**$254,000.00**
BUSINESS PROGRAM:	**Mentor Protege Program**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Provide high quality municipal services**

The above referenced Agreement is to compensate the Consultant for providing technical consulting support for the preliminary engineering of a force main replacement and gravity sewer capacity enhancement. The Consultant will evaluate the force main for replacement, re-routing, and sizing

through build-out, as well as any impacts to the pump station due to proposed changes in the force main. The Consultant will also evaluate two segments of gravity sewer upstream of the Broad River Pump Station to consider alternatives for replacement, re-routing, and/or rehabilitation of the existing lines. The services being provided will encompass the following:

Task 100 - Project Management and Administration during Assessment, Design and Construction Administration

Task 210 - General Data Collection, Field Reconnaissance and Coordination

Task 220 - Alternative Analysis and Route Selection

Task 230 - Preliminary Agency Coordination and Meetings

Task 240 - Preliminary Utility Coordination and Meetings

Task 250 - Design Criteria Development

Task 270 - Finalize Preliminary Engineering Design Phase Alignments

Task 280 - Preliminary Engineering Report

Services to be performed will impact City Council Districts 1 & 2. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** SS7454 Location Map(PDF)
- #b: Stantec.2018.BroadRiverForceMainReplacementandGravitySewerCapacityImprovements.SS7454.agr (PDF)
- #c: Acknowledgement of Receipt.Consent Decree_signed (PDF)

Upper Broad River Sewer Improvements
Proposed 24 Inch Pipe

Lower Broad River Sewer Improvements Phase 1
Proposed 42 Inch Pipe

Lower Broad River Force Main Improvements
Proposed 24 Inch Force Main

00030MH
00074MH
24095MH
24111MH

BROAD RIVER PS

Sub-Basin: SR04
Sub-Basin: SR10
Sub-Basin: SR09
Sub-Basin: SR11
Sub-Basin: SR12
Sub-Basin: SR15
Sub-Basin: SR13
Sub-Basin: BR04
Sub-Basin: BR03
Sub-Basin: BR02
Sub-Basin: BR01
Sub-Basin: WC02
Sub-Basin: CC03
Sub-Basin: CC04
Sub-Basin: CC06
Sub-Basin: CC07
Sub-Basin: CC02
Sub-Basin: CC21
Sub-Basin: SB05
Sub-Basin: SB04
Sub-Basin: SB03
Sub-Basin: SB01
Sub-Basin: SB06
Sub-Basin: CC01
Sub-Basin: SB02
Sub-Basin: GC02
Sub-Basin: RB02
Sub-Basin: RB01
Sub-Basin: RB06

Richland County
Lexington County
Broad River
Saluda River
Columbia Canal

Clean Water 2020
We Are Columbia

- City Hall
- Important MHS
- Pump Stations
- Major Gravity Mains
- Proposed Force Main Improvement Project Area
- Proposed Gravity Sewer Line Improvement Project Area
- Broad River
- Crane Creek
- Gills Creek
- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia

N

1 inch = 3,000 feet

0 750 1,500 3,000 4,500 Feet

SS7454
Broad River Force Main Replacement and Gravity Sewer Capacity Improvements

Prepared For: Cle

PIA: January 25, 2018
ProjectLocation_Maps\CIP\SS7454_BroadRiverForceMainAndGravitySewer

AGREEMENT FOR ENGINEERING SERVICES

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

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Stantec Consulting Services, Inc., (hereinafter referred to as the "Consultant"), to provide technical consulting support for the preliminary engineering of a force main replacement and gravity sewer capacity enhancement. The Consultant will evaluate the force main for replacement, re-routing, and sizing through build-out, as well as any impacts to the pump station due to proposed changes in the force main. The Consultant will also evaluate two segments of gravity sewer upstream of the Broad River Pump Station to consider alternatives for replacement, re-routing, and/or rehabilitation of the existing lines.

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

I. 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.

II. 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.

III. Term of Agreement

The term of the Agreement is the date of the execution of this *Award or a Notice* to Proceed. This Agreement shall expire, unless terminated earlier as provided for herein, on January 31, 2019, or at such

time total compensation provided for herein is reached, whichever is later.

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

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Fifty-Four Thousand, Dollars and No/100 ($254,000.00).

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 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: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____ %
MBE	20.43 %
WBE	_____ %
LSA	_____ %

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

VI. 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 goals for this requirement are 20.43%.

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

VII. Indemnification and Insurance

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this

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

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

VIII. Permits and Licenses

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

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

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

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all

of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia,

1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Stantec Consulting Services, Inc., 2127 Ayrsley Town Boulevard Suite 300, Charlotte, NC 28273.

XIV. Consent Decree

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

for the Consultant's failure to perform pursuant to the Agreement.

E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

XV. Miscellaneous

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant .

G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

I. This Agreement is subject to City Council approval.

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

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

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

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

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

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

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

STANTEC CONSULTING SERVICES, INC.

_____ _____ **Date:**_____

Print: Name/Title **Signature**

Recommended by:

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

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC

StantecConsulting.2018.BroadRiverForcemainReplacementandGravitySewerCapacityEnhancement.SS7454.agr.nj.doc

Exhibits for SS7454

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E – MPP Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SS7454
Broad River
Force Main Replacement and Gravity Sewer Capacity Improvements

The services performed as a part of this Scope of Services include providing technical consulting support to the City of Columbia (CITY) for the Broad River Force Main Replacement and Gravity Sewer Capacity Improvements Preliminary Engineering Report (PER) project including review of all available data, preparation and evaluation of alternatives, development of a recommended plan, and preparation of a PER. Final design and construction services will not be authorized at this time but may be authorized separately at a later date. The Consultant shall coordinate with the City and the City's CleanWater 2020 Program Manager on all aspects of project execution including, but not limited to:

- Participation in monthly coordination meetings.
- Participation in design review and other specific project meetings.
- Completion of all standard Project Management tasks including monthly invoicing and daily staff coordination.
- Completion of QA/QC on all work completed for the City.
- Preparation of cost estimates.
- Ensuring SharePoint is kept current with all relevant project documentation.
- Preparation of all design documents including plans, specifications, permits, and easement documentation (may be authorized separately at a later date).
- Providing assistance to the City during bidding (may be authorized separately at a later date).
- Providing construction administration services (may be authorized separately at a later date).

The existing Broad River Force main consists of three main segments **(see Attachment)**, starting from the pump station. The first segment includes approximately 2,960 LF of 16-inch ductile iron pipe (DIP) constructed in the early 1980's from the pump station to the Broad River Bridge. The second segment includes approximately 1,140 LF of 20-inch DIP constructed in 2012, spanning the Broad River Bridge. The third segment includes approximately 4,800 LF of 20-inch DIP constructed in the mid-1980's from the end of the Broad River Bridge to the discharge of the force main.

The Broad River Pump Station currently has a firm pumping capacity of 9600 gpm and has 4 centrifugal Morris pumps with VFDs installed and a TDH of 170 feet at firm pumping capacity.

The first segment, the 16-inch portion of the force main, experienced a large SSO on May 3, 2016 due to pipe failure. A point repair was performed to replace approximately 80 LF of pipe

at this location. Due to the SSO experienced on this segment, this project is anticipated to be included in the Consent Decree required IRR (Infrastructure Rehabilitation Report). This segment will likely reside in Group 2 of the IRR which requires that construction be completed 5 years from approval of the IRR. The IRR is due to EPA on November 23, 2019, with construction for Group 2 projects anticipated to be complete by November 23, 2024. The PER shall include considerations to meet the IRR requirements for construction completion of this portion of the project.

The PER will be prepared to evaluate each of the three segments of the force main for replacement, re-routing, and sizing through build-out, as well as any impacts to the pump station due to any proposed changes in the force main.

A memo was prepared by Brown and Caldwell for the City of Columbia recently regarding the Broad River Force Main. The intent of the memo was to justify moving forward with this PER and additional information in this memo may assist with alternative considerations. Information in this memo was conducted at a planning level and is not intended to replace any efforts as a part of this PER, and any information used from the memo should be verified before inclusion in this PER. This memo is available upon request.

In addition to the above, Hazen and Sawyer (H&S) preliminarily determined that the force main should be 24-inches in diameter. The Consultant shall work with the CleanWater 2020 Program Manager who will coordinate with H&S to finalize pipe sizing and timeframes for needed sizing. Consideration shall be given to phasing new pipe construction or sizing the pipe for less than the predicted build-out flows if costs warrant. H&S shall be responsible for completing and analyzing the necessary model runs, but the Consultant shall identify necessary model runs and be responsible for proper implementation.

The PER will also evaluate two segments of gravity sewer upstream to consider alternatives for replacement, re-routing, and/or rehabilitation of the existing lines if needed based on existing condition information provided by the City with new additional parallel sewers to meet the capacity requirements. H&S determined that two sections of the gravity sewer upstream of the Broad River Pump Station need to be upsized to provide additional capacity. The first section, referred to as Lower Broad River Sewer Improvements Phase 1, includes approximately 5,100 LF of existing 30-inch gravity sewer that needs to be upsized to 42-inch. This section begins at manhole 24095MH and ends at the Broad River Pump Station. The second section, referred to as the Upper Broad River Sewer Improvements, includes approximately 3,300 LF of existing 18-inch gravity sewer that needs to be upsized to 24-inch. This section begins at manhole 00030MH and ends at manhole 00074MH. There is a section on the lower end of the Upper Broad River Sewer Improvements project that will likely be in Group 3 of the IRR which requires that construction be completed 7 years from approval of the IRR. The IRR is due to EPA on November 23, 2019, with construction for Group 3 projects anticipated to be complete by November 23, 2026. The PER shall include considerations to meet the IRR requirements for construction completion of this portion of the project.

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

- Public Outreach. This includes coordination with property owners. Public meetings will be considered additional services.
- Condition assessment of existing sewer using CCTV provided to Stantec.
- Evaluation of Replacement Alternatives and capacity improvement scenarios.
- Engineering Design and Permitting (future scope).
- Engineering Services During Construction (future scope).

Consultant will also participate in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Chao and Associates as its Protégé.

The CITY agrees to provide the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Consultant with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested in the agreement.
- Alongside Consultant, coordinate with property owners as needed.
- Provide available Record drawings of the existing pertinent assets upon request.
- Modeling results by H&S upon request.
- Force Main Condition Assessment technical memo by Brown and Caldwell upon request.
- CCTV information for the gravity sewers as available upon request.
- Applicable GIS files are available upon request.

The project scope is defined as follows:

TASK 100 – Evaluation and Design Phase Administration

110 <u>General Project Administration</u>

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

- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. 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 Services. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.

- Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance. Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.

Stantec has a formal quality management system in use across the organization which is registered to the ISO 9001 quality management standard. Following are the primary responsibilities of the team.

Responsibilities- The project manager is responsible for overall coordination of the quality control effort. He will assign specific responsibility for completing checklists and for ensuring that individuals assigned to the project carry out the spirit and intent of our quality control policy and procedures. They must also ensure the checking is accomplished in a timely manner and in a reasonable sequence to avoid major redesign efforts if errors are found. Additionally, they are responsible for coordinating the quality assurance effort with other disciplines.

Project engineers are responsible for ensuring that engineering analyses, design, and calculations are correct and appropriate engineering checks have been completed. They are also responsible for developing the design standards, criteria, assumptions, and for reviewing them with the project manager prior to initiating the design effort.

Designers are responsible for ensuring that drawings are in compliance with accepted standards and are uniform in appearance and quality. They are responsible for coordinating with other disciplines to ensure compliance with the established project standards.

Checking Procedures- In general, contract plans and specifications will be checked by an independent checker (someone other than the originator), and marked to identify any area of concern. The originator will then back-check the checker's comments. Changes or modifications will be made as mutually agreed upon.

- Project Administration will terminate at the completion and CITY acceptance of the PER.
- Provide monthly progress reports.

120 Coordination Meetings

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

- Kickoff meeting.
- Up to three (3) Monthly Progress meetings with CITY's Project Manager for duration of project.
- 50% and 90% replacement alternatives meetings in Task 260 – Two (2) meetings total (this is considered 30% total project review meeting) and could serve as a monthly review meeting.
- The Consultant will issue meeting minutes for each meeting. At the project milestones (30-, 60-, and 90-percent), the Consultant will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint, a web based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, design and management of the project. All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents in one file) so they can easily be found by searching in categories and by document name.
- Consultant will adhere to and update schedule as previously indicated.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public outreach services for this project to include:

- Consultant will mail City standard flyers (or attach door hangers) to potentially affected property owners at least 48 hours prior to necessary access for the project. Information regarding the purpose of the access will be included.
- Communicate with individual property owners as needed.
- Due to the number of property owners, a public meeting is not anticipated for this project during the PER phase of the work.

150 Mentor-Protégé Program

Consultant and Chao and Associates will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Chao and Associates.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

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

One PER shall be prepared with descriptions of all work to be completed including replacement and routing alternatives, condition assessment alternatives and recommendations if replacement is not recommended, and pump station improvements due to the modifications in the force main and build-out flow conditions. The PER shall include identification of all alternatives, costing of all alternatives, ranking of all alternatives, description of completed and any necessary hydraulic analyses, and presentation of a recommended plan, budget cost, and schedule.

210 General Data Collection, Field Reconnaissance 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 and identify affected roadways as state, city, or privately maintained.
- 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 gravity sewer and force main.
- Gain input from stakeholders regarding the alignments and incorporate accordingly. This may include pertinent city and county departments, and private utilities having an interest in the route selection and construction.
- Consultant will utilize existing aerial mapping along with utility mapping, record drawings, county property maps and street right-of-way information to determine possible gravity sewer and force main routing alternatives in a table top type route analysis.
- Consultant will identify any property owners that will potentially be affected, and coordinate with the property owners as necessary.
- Field Reconnaissance:
    - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives including, but not limited to, visible rock outcroppings, large trees, structures, wetlands and other constraints for the entire length ofthe proposed improvements.
    - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

Three alternatives will be evaluated for each of the three sites (Upper Broad River gravity sewer, Lower Broad River gravity sewer, and Lower Broad River force main). The following alternatives are currently proposed but may be revised after field reconnaissance is performed under 210. The proposed alternatives will be confirmed with the CITY following the field reconnaissance before proceeding further with this task.

Upper Broad River Sewer Improvements (3,300 LF existing 18-inch gravity sewer)

- Alternative 1 – Upsize existing pipe from 18-inch to 24-inch within the same alignment.
- Alternative 2 – Rehabilitate existing 18-inch pipe and construct/rehabilitate parallel pipe to add capacity.
- Alternative 3 – As noted in Alternative 2, rehabilitate the existing 18-inch pipe, divert flow at 00030MH into a newly constructed pipe to run south, staying west of the pond, and connect to the sewer that collects flow from the residential community on Haviland Circle.

Lower Broad River Sewer Improvements (5,100 LF of existing 30-inch gravity sewer)

- Alternative 1 – Upsize existing pipe from 30-inch to 42-inch within the same alignment.
- Alternative 2 – Rehabilitate existing 30-inch pipe and construct parallel pipe to add capacity.
- Alternative 3 – Construct a new pipe alignment west of the existing pipe.

Lower Broad River Force Main (proposed 24-inch pipe)

The first segment of the existing force main includes approximately 2,960 lf of 16-inch DIP from the pump station to the Broad River Bridge. The second segment includes approximately 1,140 lf of 20-inch DIP spanning the Broad River Bridge. The third segment includes approximately 4,800 lf of 20-inch DIP from the east end of the Broad River Bridge to the discharge of the force main. The following alternatives are those discussed in the Force Main Condition Assessment and SCADA Improvements memorandum by Brown and Caldwell. These are graphically depicted in Attachment 2 of that memorandum.

- Alternative 1- closely parallel the existing alignment for Segments 1 and 2, following Segment 3 except for deviating to the eastern side of the railroad tracks near the force main terminus.
- Alternative 2- Alignment along Bentley Drive for Segment 1, crossing the Broad River Bridge for Segment 2, following Segment 3 except for deviating to the eastern side of the railroad tracks near the force main terminus.
- Alternative 3- HDD from the pump station to the eastern side of the Broad River, proceeding to the south along the Broad River to the Broad River Bridge (Segments 1 and 2), following Segment 3 except for deviating to the eastern side of the railroad tracks near the force main terminus.

Alternatives shall identify all stream crossings, railroad crossings, highway crossings, traffic impacts, or other special features that will impact pricing.

Consultant shall identify and consider issues that will impact design such as requirements for bypass pumping, access, easements, pump station modifications needed based on force main hydraulics, etc. The PER shall include the general approach for how bypass pumping would be performed, how the site can be accessed, and any other site issues that may significantly impact the costs. These items cannot be estimated as a percent of construction, but must be based upon what can be done at that site.

230 Preliminary Agency Coordination and Meetings

Upon selection of final route selection, Consultant will contact known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route selection, Consultant will contact known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- CITY will provide the hydraulic report by H&S to support the sizing of the proposed gravity line and force main design and the adequate capacity of the downstream system components. City will also provide recent CCTV of the existing gravity sewer for condition assessment purposes.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the new gravity line and force main in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Preliminary Design Reviews

Consultant will prepare a report of findings and recommendations for review by the CITY.

- Consultant will conduct a 50% complete replacement alternative task progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
- Consultant will conduct a 90% complete replacement alternatives meeting with the CITY to present the results of the study and solicit feedback on the recommended alternative.

270 Finalize Preliminary Engineering/Design Phase Alignments:
As the alternative alignments are finalized, the Stantec Team will meet with CW2020 and the City to discuss the alternatives and overall scoring. Each alternative alignment will be scored based on the evaluation criteria developed at the onset of the project. This will include defined criteria including community

outreach issues, cost, access, environmental impacts, hydraulics, corrosion control, constructability, long-term operational and structural, and risk issues. Once scored, the alternatives will be ranked for final review.

280 Preliminary Engineering Report

The Preliminary Engineering Report is the final deliverable for this phase of work. This will include:

a. Alternatives analysis with plan view drawings of proposed alignments.
b. Capacity assessment as provided by the hydraulic model results from Hazen and Sawyer
c. Condition assessment review and recommendations which may include abandonment or rehabilitation/paralleling of existing and proposed gravity sewers.
d. Hydraulic review and potential impacts on the Broad River Pump Station and recommendations for improvements, if any.
e. Opinion of probable construction costs for all alternatives evaluated and for the recommended plan. The Opinions of probable construction costs (OPCC) prepared, for the purposes of setting project budget, and/or funding, represent our best judgment as a design professional familiar with the Construction industry. Unless and to the extent otherwise indicated by the Consultant, such opinions or evaluations are based on upon current market rates for labor, material and equipment. The estimators have no control over the costs of said labor, materials, or equipment, construction contractor's methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the OPCC, the project budget or negotiating conditions at the time of project execution. The OPCC is a "snapshot" in time and that the reliability of the OPCC will degrade over time. Accordingly the Consultant does not warrant or represent that construction bids or negotiated prices will not vary from the good faith OPCC.
f. A summary of the alternatives evaluations including a ranking and discussion of all cost and non-cost factors as discussed in Task 250.
g. A summary of the recommended plan.
h. Determination of permits required for the recommended plan.
i. Determination of land acquisition required for the recommended plan.
j. Recommendations for phasing to align with City's budget, as well as IRR deadlines.

TASK 300 – Survey and Utility Mapping (Future Scope)

The scope of this task to be determined and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 400 – Geotechnical Investigation (Future Scope)

The scope of this task to be determined and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 500 – Final Design (Future Scope)

The scope of this task to be determined and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 600 – Permits and Property (Future Scope)

The scope of this task to be determined and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 700 – Bidding and Award (Future Scope)

The scope of this task to be determined and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 800 – Engineering Services During Construction (Future Scope)

The scope of this task to be determined and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 900 – Full Time Construction Inspection (Future Scope)

The scope of this task to be determined and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 1000 – Project Closeout (Future Scope)

The scope of this task to be determined and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

TASK 1100 – Client Controlled Contingency for Additional Services (Future Scope)

The scope of this task to be determined and can be added to the agreement once a final route selection has been made based on the PER results and recommendations. This task is currently not included in the agreement.

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SS7454
Broad River
Force Main Replacement and Gravity Sewer Capacity Improvement

Compensation for services provided under Tasks 100, 210, 220, 230, 240, 250, 260, 270, and 280, as outlined in Exhibit A, Scope of Services, is estimated to be a total of $254,000, all lump sum tasks.

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

Task	Description	Lump Sum, Unit Price, or Hourly	Subs	Total
100 (includes Tasks 110, 120, 130, 140 and 150 in Scope of Services)	Project Management and Administration during Assessment, Design and Construction Administration	Lump Sum	$7,480	$52,862
210	General Data Collection, Field Reconnaisance and Coordination	Lump Sum	$13,080	$46,910
220	Alternative Analysis and Route Selection	Lump Sum	$11,960	$53,122
230	Preliminary Agency Coordination and Meetings	Lump Sum	$4,420	$11,326
240	Preliminary Utility Coordination and Meetings	Lump Sum	$4,420	$9,682
250	Design Criteria Development	Lump Sum	$1,360	$5,884
260	Preliminary Design Reviews (already captured in other meetings under Task 100 series)	Lump Sum	$0	$0
270	Finalize Preliminary Engineering Design Phase Alignments	Lump Sum	$3,920	$16,214
280	Preliminary Engineering Report	Lump Sum	$5,260	$58,000
	Total of Contract		**$51,900**	**$254,000**
	% of Contract to Subconsultants		20.43%	
	% of Contract to Protégé		20.43%	

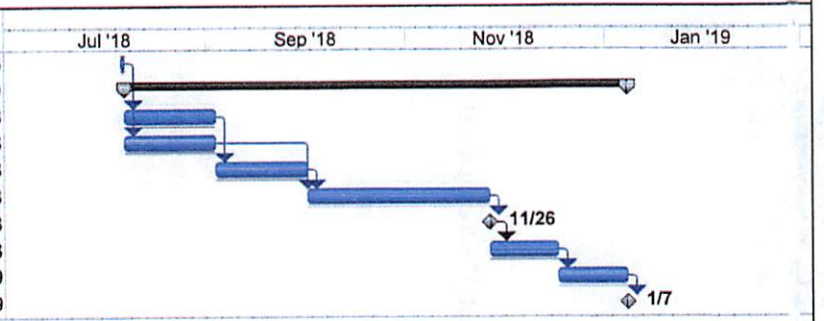
The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

EXHIBIT C

City of Columbia
CIP # SS7454
Broad River Force Main Replacement and Gravity Sewer Capacity Enhancement
Schedule – Gantt Chart

EXHIBIT C- BROAD RIVER FORCE MAIN REPLACEMENT AND GRAVITY SEWER CAPACITY IMPROVEMENTS

ID	Task Name	Duration	Start	Finish
1	**Kickoff Meeting**	1 day	Mon 8/6/18	Mon 8/6/18
2	**Preliminary Engineering**	**110 days**	**Tue 8/7/18**	**Mon 1/7/19**
3	Route Analysis	20 days	Tue 8/7/18	Mon 9/3/18
4	Condition assessment of gravity sewer	20 days	Tue 8/7/18	Mon 9/3/18
5	Finalize study phase alignments	20 days	Tue 9/4/18	Mon 10/1/18
6	PER development	40 days	Tue 10/2/18	Mon 11/26/18
7	Deliver Draft PER	0 days	Mon 11/26/18	Mon 11/26/18
8	City/Program staff review of Draft PER	15 days	Tue 11/27/18	Mon 12/17/18
9	Finalize PER	15 days	Tue 12/18/18	Mon 1/7/19
10	Deliver Final PER	0 days	Mon 1/7/19	Mon 1/7/19



Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

Clean Water 2020
Columbia's Clear Vision For Clean Water

Stantec

EXHIBIT D
SUBCONSULTANTS

City of Columbia
CIP # SS7454
Broad River
Force Main Replacement and Gravity Sewer Capacity Improvements

SUBCONSULTANT FIRM INFORMATION RECORDS

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

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Chao and Associates 7 Clusters Ct Columbia, SC	Jimmy Chao 803.772.8420	Protege	CADD, preliminary engineering	$51,900

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

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 30 May 2018

Project Number: SS7454

Mentor: Stantec Consulting Services, Inc

Project Name: Broad River FM and SS PER

Protégé: Chao and Associates

Duration of the Project: 6 months

Project Contract Amount: $254,000

Protégé Amount: $51,800

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

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

Stantec will be the prime for this project and will provide overall project management and oversight and data management. Chao will be the subconsultant and will provide field reconnaissance, alternative analysis, and contributions to the Preliminary Engineering Report.

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

Stantec's goal here is to provide an opportunity for Chao to have significant involvement in the planning and design of larger diameter sewers for an overall large project.

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

Chao will have an important role in working with Stantec to develop and evaluate alternatives for larger diameter sewer and force main. Beyond the PER, Chao will design a segment of the large diameter sewer (specific segment to be determined later).

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

Mentor:

Stantec will provide the Project Manager, Project Technical Lead and QA/QC for the duration of the project.

Protégé:

Chao will provide staff for field reconnaissance, alternatives development and evaluation, and assist in the PER.

Subcontractors:

No subs outside of Chao will be utilized for the preliminary engineering part of this project.

Special Arrangements:

None

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

a. **Description of Mentor's responsibilities:**

Stantec will manage the project, lead all tasks, and provide QA/QC for all work completed by protege.

b. **Description of Protégé's responsibilities on project:**

Chao will provide field reconnaissance, alternatives development and evaluation, and assist in developing the PER.

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

Stantec and Chao will partner on kickoff meeting, progress meetings, field reconnaissance, alternative development and evaluation, and writing the PER.

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

It will take 6 months from project kickoff to final PER delivery.

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

Stantec and Chao will hold internal monthly meetings outside of progress meetings with the Client. We will review as a team our burn rate, deliverable status and quality control to identify any potential for straying from the project requirements and create mitigation strategies as needed.

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

Our goal is to ensure we provide quality deliverables to the City on time and within budget while providing Chao the ability to grow the services that they offer. We will track our actuals against the budgets and schedules submitted. For future projects, Stantec would like to team with Chao, with Chao having a larger role or performing as the prime.

9. **Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

Stantec and Chao will have an internal kickoff meeting prior to meeting with the Client for the project kickoff to define expectations and roles. From this point, we will have monthly internal meetings and calls to discuss work completed and concerns. As needed, Stantec will meet with Chao to provide guidance in planning and design.

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

Chao will submit invoices and progress reports on a monthly basis. Stantec will include these invoices into the overall invoice and reporting to the Client. Once Stantec receives payment from the Client, payment will be released to Chao within one week.

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: $51,900

Percentage of Contract: 20.43% (Minimum of 20% of total contract amount is required)

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Stantec (Mentor Firm) this 4th day of June 2018.
Corporate SEAL

By: Rob Stott
Title: Senior Principal

ATTEST:
By: Abigail E. Aldridge
Title: Sr. Administrative Assistant

STANTEC CONSULTING SERVICES INC. Corporate Seal

EXECUTED by Chao and Associates (Protégé Firm) this 4th day of June, 2018.
Corporate SEAL
By: Jimmy Chao
Title: President

ATTEST:
By:
Title: DIRECTOR OF CIVIL ENGINEERING

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 7th day of June, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

Department of Procurement and Contracts
1800 Main Street, 2nd Floor, Columbia, SC 29201 · Phone 803-803-545-3470

Acknowledgement of Receipt

Date: 6 July 2018

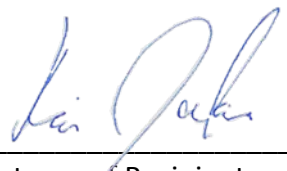
Stantec Consulting Services, Inc.
2127 Ayrsley Town Boulevard Suite 300,
Charlotte, NC 28273

RE: Agreement between Stantec Consulting Services, Inc., and the City of Columbia for services to the Broad River Force Main Replacement and Gravity Sewer Capacity Improvements project (5529999-SS7454-658650)

Dear Sir/Madam:

I hereby acknowledge the receipt of the document below from the City of Columbia:

The Consent Decree entered by the U.S. 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.



Signtaure of Recipient
PRINT

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Council is asked to approve an Agreement for Crane Creek 01 Sewer System Evaluation Study and Sewer Rehabilitation Implementation, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in the amount of $1,295,065.00. This firm is headquartered in Alberta, Canada with a local office in Columbia, SC.**

PURPOSE: **This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project.**

The mentor for this project will provide assessment, design, and construction services for the investigation and rehabilitation of the Crane Creek 01 Sub-Basin at 39% ($504,384) of the contract value. Chao and Associates, a Minority Business Enterprise of Columbia, SC is the Protégé and will provide GIS, CAD, survey, and construction administration services at 31% ($401,475.00) of the contract value.

Sub-consultant Hydrostructures of Cayce, SC will provide sanitary sewer evaluation services at 30% ($389,206.00) of the contract value.

REQUISITION NO.: **R189984**

FINANCIAL IMPACT: **Funding Source: 5529999-SS746301-658650. Water& Sewer Capital Projects-Crane Creek 01 SSES-Capital Project Costs. The original budgeted amount is $860,000.00 and $435,065.00 was transferred from 5529999-SS733801-658650.**

ORIGINAL BUDGET: **$860,000.00 Additional funding was transferred from 5529999-SS733801-658650.**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing technical engineering support to the City of Columbia (City) for a Sewer System Evaluation Study (SSES) of a portion of the City's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs) in the Crane Creek 01 Sub-Basin and construction services for the oversight of rehabilitation work for the annual rehabilitation contracts for pipelines and manholes. The services being provided will encompass the following:

Task 1.0 - Project Management and Administration during Assessment, Design and Construction Administration

Task 2.0 - Data Management

Task 3.0 - Sewer Assessment

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 5.0 - Rehabilitation Implementation

Task 6.1 - General Services During Construction

Task 6.2 - Full Time Construction Inspection

Task 7.0 - Client Controlled Contingency for Additional Services

Services to be performed will impact City Council District 1. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Stantec.2018.CraneCreek01SSESRehabilitationImplementation.SS7463 (PDF)
- #b: SS7463_CC01_SSES Figure 1 (PDF)

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is being awarded under procurement method RFQ005-16-17-NMJ SSES and Sewer Rehabiliation Services.

This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Stantec Consulting Services, Inc., (hereinafter referred to as the "Consultant"), for Consultant to provide assessment, design, and construction services for the investigation and rehabilitation of the Crane Creek 01-Sub-Basin for the City of Columbia, SC.

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

I. Scope of Services

Upon written notification by the City to proceed, the Consultant shall complete 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.

II. Supplemental or Additional Services

The City may require supplemental or additional services of the Consultant or services 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.

III. Term of Agreement

The term of this Agreement is the date of the execution of this *Award or a Notice to Proceed*. This Agreement shall expire, unless terminated earlier as provided for herein, on August 31, 2020, or at such time the total compensation provided for herein is reached, whichever is later.

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

IV. Schedule for Completion of Services

The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation (See Exhibit B)

A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Million, Two Hundred Ninety-Five Thousand, Sixty-Five Dollars and No/100 ($1,295,065.00).

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

C. Invoicing Procedure: See Exhibit G

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	0 %
MBE	31.0 %
WBE	0 %
LSA	0 %

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

VI. 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 goals for this requirement are a minimum of 20%.**

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

VII. Indemnification and Insurance

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

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

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

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

VIII. Permits and Licenses

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

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

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

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

IX. Duties Upon Termination

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

X. Interest of Consultant

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

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

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Stantec Consulting Services, Inc., 1411 Gervais Street, Suite 325, Columbia, SC 29201.

XIV. Consent Decree Non-Applicable

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United Stated District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

XV. Miscellaneous

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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

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

G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

I. This Agreement is subject to City Council approval.

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

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

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

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

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

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

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This

Agreement shall be binding upon the City in accordance with its terms and provisions.

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

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

STANTEC CONSULTING SERVICES, INC.

Becky Hachenburg _____ **Date:** 6/20/18

Print: Name/Title Vice President **Signature**

Recommended by:

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

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

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC

T:\Purchasing\All_Staff\RFP, RFQ, QPL\RFP, RFQ, QPL FY 16-17\RFQ FY 16-17\RFQ 005-16-17-NMJ SSES and Sewer Rehabilitation Services\Agreement

EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E - SSES Specification Sections

Exhibit F – Mentor Protégé Implementation Plan

Exhibit G – Invoicing Procedures

Exhibit H - Prompt Payment Affidavit

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SS7463
Crane Creek 01
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

The services performed by Stantec (CONSULTANT) as a part of this project include providing technical engineering support to the City of Columbia (CITY) for a Sewer System Evaluation Study (SSES) of a portion of the CITY's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs). The investigations are intended to identify structural, operations and maintenance, and infiltration and inflow (I/I) related problems. The intent of this project is to meet the requirements of the Continuing Sewer Assessment Program (CSAP) and the Infrastructure Rehabilitation Program (IRP) which are components of the Consent Decree under which the CITY is performing this work.

In this scope and all associated attachments, the CITY and OWNER are synonymous. The term CONSULTANT refers to the firm performing the field services (ENGINEER OR SUBCONSULTANT) during the study and design phase. Contractor refers to the construction contractor during the construction phase in this scope.

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

The project includes the collection of data for a portion of the CITY's collection system infrastructure for use in determining rehabilitation and replacement needs.
This Scope of Services specifically includes all the work outlined in the following specification sections (also attached as Exhibit E):

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control

- Section 02770 Manhole Inspections for SSES Projects

This project includes implementation of subsequent sewer system rehabilitation to address high priority problems that may lead to SSOs. This includes correcting structural and maintenance related defects and correcting sources of I/I. The rehabilitation implementation tasks include design of the high priority rehabilitation, bidding services, construction inspection, and general services support during construction of the sewer rehabilitation.

The specifications and all associated requirements in Exhibit E shall apply throughout this Scope of Services, even if not specifically referenced. CONSULTANT to determine with OWNER where specific tasks within the specifications fall into the overall Scope of Service if not clearly defined.

The asset naming conventions are defined in the specifications. Please coordinate with the CITY before beginning work to verify naming conventions to be used throughout the project.

Task 1.0 – Project Management and Administration during Assessment, Design and Construction 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:

- Communicate with the CITY through a single point of contact, the CONSULTANT's Project Manager.
- Throughout the project, the CONSULTANT will maintain regular contact through the CITY's staff. This scope includes a kickoff meeting at the beginning of the project and twelve monthly progress meetings during the execution of Tasks 1 through 5, and will include a 30 Percent Design Review Meeting. The CONSULTANT will issue meeting minutes for each meeting during Tasks 1 through 5. During Task 5, the CONSULTANT will hold a progress meeting at the 90 percent design completion milestone. At the project milestones (30 percent and 90 percent), the CONSULTANT will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30 percent, 90 percent, draft final and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be utilized by the CITY's review team during the 30 and 90 percent design review meetings. A copy of these checklists will be provided by the CITY.
- For Tasks 1 through 6, 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. All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.

- For tasks 1 through 5, CONSULTANT shall submit and load to SharePoint a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- For tasks 1 through 6, CONSULTANT will utilize SharePoint, a web based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, design and management of the project. All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- The CONSULTANT shall be responsible for the implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. CONSULTANT shall attend one public meeting that will occur at approximately the 90 percent design milestone. CONSULTANT shall prepare design technical documents and materials for the meeting, including draft design plans. CONSULTANT shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
- Invoicing for this Task will be finalized with the completion of Task 6.
- This scope assumes permissions to enter property are not required.

Task 2.0 - Data Management

Data management is an imperative aspect to any successful SSES. A centralized project database will be created to organize and manage the collected information and will be imported into the CITY's GIS system. The data management task will include the following activities:

1. **Review and Update Existing Asset Information (GIS Mapping and System Connectivity)** – CITY to provide a copy of the most recent GIS data including all known wastewater utility assets in the applicable sewer basin. CONSULTANT to review and update existing GIS and provide updated information per specifications.

2. **Review of System Condition Information** – CONSULTANT will collect and review historical SSO information for the project area and will interview CITY operations staff for help in identifying problem areas. The CONSULTANT will conduct a field visit (windshield survey) of the project area to become more knowledgeable about the existing site conditions. Priority for the initial field visit shall be given to system components that include, at a minimum, pipes within close proximity to potentially inundated water bodies, pipes within the floodplain, and critical areas such as major road crossings, aerial crossings, and railroad crossings.

3. **Data Quality Control Review** – CONSULTANT will utilize the CITY approved database software and management tools to perform quality control and review of all data collected during the project. CONSULTANT to follow quality control and continuity check requirements as specified in the specifications, in particular Section 00313 GIS Database Update for SSES Projects. Documentation of compliance with this plan is to be submitted with each milestone submittal (30 percent, 90 percent, Final).

   CONSULTANT shall submit Smoke Testing, Dye Testing, CCTV, Manhole Inspection databases, GIS updates and associated data (including digital photographs, videos, and any other associated records) monthly or agreed upon schedule by the CONSULTANT and OWNER to the OWNER after a full Quality Control review. See specifications for additional information on these submittals. If the CITY determines through the Quality Control review that minor changes need to be made to the submittal, the City will only compensate the CONSULTANT for up to 75 percent of the value of the work invoiced with the remaining 25 percent paid upon the CITY's final acceptance of the submittal. The City will not pay for any rework. The City's Quality Control review will provide comments within three weeks of receiving submittal.

   OWNER to be provided with a final external hard drive by the CONSULTANT with the first monthly submittal to allow for subsequent monthly data submittals to be loaded throughout the project. Final external hard drive refers to the master hard drive that will be large enough to store all of the data collected for the duration of the project and will become property of the OWNER upon completion of the project.

   The CONSULTANT shall compile and submit to OWNER a sample complete database submittal and all associated data for detailed review before the first monthly data submittal. See specifications for additional information on the sample submittal and other submittal requirements.

CONSULTANT shall keep a digital log in either Excel or database format on SharePoint tracking all submittals received by CONTRACTOR, and all submittals made to OWNER. This shall include at a minimum:

Date received from CONTRACTOR, date of submittal to OWNER, what is included in submittal (this must be clear so that at the end of the project when all of the submittal data is loaded onto one drive each submittal can be clearly identified based on this information- this should include the type of information (i.e. videos, photos, etc.), and the associated areas and assets being included as defined in each database).

Upon conclusion of each type of testing/inspection the CONSULTANT shall submit a full final database and all associated data and files to the CITY to ensure completeness and allow for review before deeming them FINAL. Final database shall be submitted no later than the date of submittal of the 30 percent Preliminary Design Report.

Task 3.0 - Sewer Assessment

The sewer assessment to be conducted as a part of this project shall include manhole survey, manhole inspection, zoom camera inspection, smoke testing, CCTV, and dye testing of pipes within the project area less than 15-inches in diameter and all manholes associated with these pipes. The intent of this project is to perform survey and manhole inspections of all manholes in the project area. CCTV inspection will be conducted on all CITY-owned pipes connecting to these manholes. Zoom camera inspections will be conducted with CITY approval when pipes cannot be CCTV inspected. Smoke testing will be conducted for all pipes within the project area less than 15-inches in diameter, and the manholes connected to those pipes. It is estimated that the project area contains approximately 394 manholes associated with pipes less than 15-inches in diameter, and 88,750 linear feet of sewer main less than 15-inches in diameter. The consultant and all associated contractors are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

Information from all field inspections will ultimately be stored in the CITY's existing data management system. To facilitate this, during the course of the project, the CONSULTANT shall store and manage the data in accordance with the specifications. At the conclusion of the project, all data shall be submitted in a digital format following the requirements of the specifications and utilizing the electronic database formats given in the template files provided as part of various data collection specifications.

A brief summary of the technical requirements for the listed field inspection and testing work is provided below. Further information on each evaluation method is provided in the specifications. It should be noted that sewer flow control and sewer cleaning are also required, as defined by the specifications.

1. **Gravity Sewer System Manhole Inspections** – Manhole inspections will be performed to verify the accuracy of the available mapping and to provide an opportunity for the mapping to be updated to reflect actual field conditions. This allows for field crews performing

rehabilitation and/or replacement work to begin working more quickly and eliminate confusion regarding system connectivity, identification numbers, etc. Manhole inspections also evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation recommendations.

Under this Scope of Services inspection crews will locate, open, and visually inspect approximately 394 manholes in the project area. The condition of the manholes will be assessed, and an inspection report will be completed in accordance with the requirements set forth in the specifications.

Every reasonable effort shall be made to locate and inspect all manholes. Individual manholes that cannot be found within 15 minutes should be sent to the CITY through the City Project Manager for assistance in locating these manholes. A GIS map with an aerial of the manholes that could not be found should be provided to the CITY. Additional manholes found during inspections over the amount estimated in the scope will be paid for out of client-controlled contingencies.

If manholes in the area of the scope of work are found to be owned by an entity other than the City, field work should stop in this area and the Engineer should coordinate with the City on how to proceed. At a minimum the GIS shall be updated to designate a different owner other than the City, as defined in the specifications.

Inspection crews will be expected to follow all reporting requirements and fill out all reporting forms listed in the NASSCO MACP handbook for Level 2 inspections.

All pipes in this project shall be CCTV inspected as discussed below in Task 3.0, Part 3. For pipes that cannot be CCTV inspected, preliminary inspections of the pipelines connected to the manholes may be performed using zoom camera technology. This scope assumes 10 zoom camera inspections will be required. City shall approve the proposed list of pipes to be zoom camera inspected before the field work occurs. Field crews will conduct an initial screening of all adjacent pipes using a pole-mounted, stabilized zoom camera system. This will allow a quick inspection of the pipes to reveal defects, blockages, infiltration sources, etc. The inspector will "assess" each pipe utilizing the zoom feature to inspect the pipe interior. The digital imaging and storage unit included with the camera will be used to record the results of each pipe survey.

Using this preliminary pipe survey information, pipes will be assessed using the NASSCO Pipeline Assessment and Certification Program (PACP) system in a separate PACP database for zoom inspections. Any PACP codes assigned using zoom camera results will be noted as such as detailed in the specifications as the NASSCO standards were developed for CCTV inspection work. Pipes will also be identified as either

a. satisfactory

b. needs cleaning/root treatment

c. needs further inspection, or needs repair/rehabilitation

Detailed technical requirements for the zoom camera inspections are included the specification.

A manhole survey will be performed on each manhole to obtain several pieces of information including, but not limited to, **x,y** coordinates, rim elevation, manhole invert elevation, ground elevation, and the invert elevation and size verification of all pipes entering and leaving the manhole. Requirements for manhole survey are provided in the specifications.

Upon the completion of manhole inspections and manhole surveys, a complete list of all manholes that were not found should be provided to the CITY in excel format, along with the reasoning, and loaded into SharePoint. This list will support the removal of manholes in the GIS that were found to not exist, or to help direct the CCTV either during design or construction (depending on the criticality and other factors) in order to find manholes that could not be found for other reasons (such as deep burial) to make the mapping as complete and accurate as possible.

CITY Project Manager and maintenance personnel will be notified of any defects needing immediate attention.

2. **Gravity Sewer System Smoke Testing** - Smoke testing enables field inspection staff to quickly identify and quantify sources of inflow and rain-induced infiltration entering the sewer collection system. This Scope of Service includes smoke testing of all sewers (88,750 linear feet) within the project area less than 15-inches in diameter. See specifications for additional information, including testing procedures, data collection requirements, and database requirements for smoke testing.

   All applicable information regarding the test will be collected and entered into a digital database format (see specifications). All fields in the database shall be completed.

3. **Sanitary Sewer Television Inspection**- The CONSULTANT shall submit the CCTV plan for the entire basin to the CITY for review and approval prior to proceeding with the CCTV. CCTV inspection shall consist of digital video recordings, digital photos and a NASSCO PACP database. Inspection logs shall also be provided. This scope assumes that all of the sewer lines (88,750 linear feet) will be CCTV inspected, with the exception of concrete pipes. All sewers shall be cleaned before performing CCTV. This scope assumes that 10 percent of the sewer lines (8,875 linear feet) will require heavy cleaning (as defined in the specifications) before performing CCTV.

   Manholes that could not be located, lines that seem to dead end, or other miscellaneous issues will be field investigated further during the construction phase of the project in order to provide the CITY with mapping as accurate as possible of the existing system.

4. **Dye Water Testing** -Dye water testing can be used to assist in locating cross connections between storm water and sanitary sewer systems or to confirm connections from an identified smoke lead to the sanitary sewer where the connection is not known from the smoke test alone. Non-toxic dye will be used to investigate specific potential

interconnections. Storm sewer cross-connections and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation will be used to record findings. Internal pipeline inspection will determine the exact source of the suspected interconnection and establish the best abatement option. The findings and conclusions will be documented in a digital database of the inspection and will be delivered along with the digital photographs, and other associated data as further defined in the specifications. All fields in the database shall be completed. This scope assumes 5 dye tests will be required and the cost of which is identified separately herein. See the specifications for additional information, including testing procedures, data collection requirements, and database requirements for dye testing.

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 4.1 - Sewer Assessment Results

This task includes review and analysis of the field data collected in previous tasks. As part of this task, defect tabulations will be performed on the manhole inspections, zoom camera, CCTV inspections, smoke testing, and dye testing data. Defect tabulations shall include a quantification of structural defects and maintenance defects for manholes and pipes as well as classification of smoke testing and dye testing points. This task shall include preparation of a summary of identified sources of I/I to the sewer system organized by sub basins, or portions of sub basins, that indicates the specific types of defects found and the estimated quantity of I/I. This information shall be provided electronically to the CITY in a format that the CITY requires. Criteria for point repairs shall be developed jointly with the CITY and defects requiring point repairs shall be identified.

Each pipe shall be assigned an overall rating using the PACP quick score method and modified as directed by the CITY. Each manhole will be assigned an overall rating using a similar approach, as described in the scoring system to be provided by the CITY. The CONSULTANT will prioritize assets for rehabilitation based on criteria developed jointly with the CITY. Criteria will include the structural and maintenance levels and other criteria that may increase priority including but not limited to: input from operations and maintenance staff, proximity to creeks, 100-year floodplain, historical SSOs, critical crossings such was major roadway, aerial and above ground crossings, railroad crossings, high profile areas, areas where force mains enter the system, and lines under or near buildings. To assist in this task, the CITY shall provide the CONSULTANT GIS files of waterways, floodplains, roadways, railroads, buildings, parcels, and other pertinent information as available. The rating results shall be included in the 30 percent PDR and also submitted separately as an Excel table as a new tab in the Work Summary spreadsheet labeled Pre-Rehabilitation Condition Rating.

Other criteria should also be evaluated and discussed with the City during this process such as the CITY's desire to rehabilitate all manholes where lines are being rehabilitated, the desire to line or replace all concrete pipes, the desire to have aerial/above ground crossings be encased and replaced with restrained joints, placing manholes on the end of lines where there are lampholes, cleanouts, or dead ends on lines that are not dedicated service lines or are lines owned by the CITY, as well as connecting gaps in areas where pipes are being rehabilitated to minimize breaks between longer runs or rehabilitation in an area.

The CONSULTANT shall make recommendations based on CCTV assessment for rehabilitating or replacing service laterals. This includes the service up to the property line to the existing cleanout, or the placement of a new cleanout if one does not exist at that location. For areas where sewer lines are not in public right-of-way, the cleanouts and services shall be replaced up to the edge of the prescriptive easement of 7.5 feet from the center of the sewer line (unless a different easement is known to exist).

The consultant shall create a list of all active laterals found based on CCTV inspections, and shall field verify by visual inspection if a City cleanout is found on each lateral, creating a list of "Yes" or "No" on a "City Cleanout Found During Visual Field Inspection" field for each active lateral. A City cleanout is considered found and should be listed as "Yes" if one is found at the edge of the prescriptive easement, or edge of public right-of-way. Otherwise, it should be assumed that one was not found and listed as "No".

The CONSULTANT shall identify potential utility conflicts that are found based on the above ground inspection of sewer pipes and manholes; and shall submit a list of these conflicts to the OWNER indicating the following with recommendation on how to proceed:

Manhole	Asset Number	Location	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown
Pipe	Asset Number	Distance from the Downstream MH	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown

Marking of utilities is not included in the scope.

A meeting will be held with the CONSULTANT and CITY to discuss the results of the structural and maintenance condition ranking and prioritization. The CONSULTANT will finalize the ranking and prioritization based on comments received during the meeting and will also submit the information in excel format.

Task 4.2 - Develop Recommendations

The recommended rehabilitation approach will be determined based on the SSES information. The CONSULTANT is to evaluate multiple rehabilitation methods and make recommendations based on cost and other factors such as O&M, community impacts, CITY standards, etc. Information required for rehabilitation design will include pipes to be lined, pipes to be relocated, pipes to be burst, a list of sags observed, required point repairs, service lateral repairs, manholes requiring lining, and other manhole and pipeline rehabilitation work as required.

Conceptual design level cost estimates for rehabilitation of the sewer and manholes will be prepared as well as a recommended rehabilitation implementation schedule. This task includes a meeting to review the recommended rehabilitation approach.

A schedule of quantities will be developed, which will include, but not be limited to the following types of sewer construction work as applicable:

- Cured-in-place structural pipe lining
- Pipe-bursting replacement
- Pipe relocation
- Rehabilitation of manholes using liner types as allowed by the City specifications
- Replacement of manhole covers and/or frames
- Point repairs to replace sections of damaged or collapsed sewers
- Tree root removal and treatment
- Service lateral and clean-out replacement, addition, and repair (up to the property line)

This Scope of Services assumes open-cut replacement will be evaluated as an alternative for cost-comparison purposes when applicable. The CONSULTANT will work closely with the CITY to determine the available budget for sewer system rehabilitation.

A capacity analysis of the trunk sewer, evaluation of re-routing the sewer, evaluation of structural integrity of aerial crossings, and geotechnical services are not included in this Scope of Services, but may be added by amendment. However, the CONSULTANT shall notify the OWNER immediately of any findings in the field as described in the specifications. These notifications will help the CITY identify any areas that may have potential capacity related issues for further evaluation. Capacity analysis results performed by others, when available, will be incorporated into the rehabilitation decisions and/or priorities for rehabilitation under this Scope.

The CONSULTANT shall also be responsible for preparing and updating in SharePoint on a monthly basis an easement/property issue tracking spreadsheet defining those areas found with permanent easement encroachments and areas of concern for access, repair, and tree/fence/shed/other structure removal using a spreadsheet template provided by the CITY. This should be submitted to the City on a monthly basis. Easement research is not included in this scope.

Task 4.3 - Preliminary Design Report

The CONSULTANT will be responsible for developing a Preliminary Design Report (PDR) summarizing the SSES investigation, the prioritization of sewers for rehabilitation, and the preferred rehabilitation method(s). The PDR should also include a conceptual level cost estimate of the rehabilitation based on historical unit prices in the area. At a minimum, the PDR should consist of the following sections:

Section 1 -Background and Purpose

- Describes the study area, background, and project objectives
- Describes results of the windshield survey, historic SSOs, and interview with CITY staff

Section 2 -SSES Inspections

- Describes the SSES investigations
- Summarizes the changes made to the GIS based on the survey and SSES investigations

- Summarizes the defect tabulations for the manhole inspections, zoom camera investigation, smoke testing, CCTV, and dye testing
- Summarizes the asset rating results
- Describes the methodology for assigning a structural and maintenance rating to each manhole and pipe
- Summarizes and maps the defect and structural rating for each pipe and manhole

Section 3 – Rehabilitation Recommendations

- Describes the rehabilitation recommendations and methodology used to determine the proposed rehabilitation method.
- Describes criteria for prioritization of the sewer pipe and manholes for rehabilitation.

Section 4 – Costs

- Contains the schedule of quantities and conceptual level cost estimates using CITY's bid tab items to be provided to Consultant
- Describes assumptions used to develop the costs

Section 5 – Recommendations and Next Steps

- Summarizes the rehabilitation recommendations and provide a discussion of the next steps

Examples of the level of detail expected in submitted tables, figures, and PDR will be provided by the CITY.

The CONSULTANT will submit a draft PDR to the CITY and attend a meeting to discuss the CITY's comments. Following the meeting, the CONSULTANT shall incorporate the CITY's comments and finalize the report. This submittal is considered the 30 percent design review and this meeting is considered the 30 Percent Design Review Meeting.

CONSULTANT shall present the initial easement/property issue tracking spreadsheet in Excel to the CITY during this meeting, and provide updates monthly after this meeting, as well as load them into SharePoint.

Task 5.0 - Rehabilitation Implementation

Upon completion of the inventory and condition assessment and the CITY's approval of the PDR, the CONSULTANT will prepare the repair and rehabilitation contract Documents.

CONSULTANT will prepare contract documents for the CITY in order to invite bids for the construction of the sewer repairs and rehabilitation. This Scope of Services assumes that design drawings and specifications will be developed for 50 percent of the sewer in the project area (or approximately 44,375 feet). The design drawings will be submitted as GIS based drawings. CONSULTANT will provide design, permitting, bidding, and general construction services. It is assumed that work will be implemented under a single construction contract; if multiple construction contracts are required this agreement will be amended to authorize additional engineering services and fees.

Task 5.1 – Design Documents

CONSULTANT will be responsible for the submittal of 90 percent, draft Final (100%) and Final Bid Set documents and meet the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Sheet Index
4. Sewer Rehabilitation Sheets- The plan sheets (24-inch by 36-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of one-inch equals 100 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets shall be labeled for better field identification. The sheets shall also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of lateral rehabilitation, and manhole rehabilitation method. This Scope of Service assumes that profile sheets will not be required. If profile sheets are determined to be required for a given location, the scope and budget will be amended to provide for these services. Sample Drawings will be provided by the City. The drawings shall be reproducible in black and white without the need for color to distinguish information shown on the drawings.
5. Sewer Installation Details

Specifications

Standard rehabilitation specifications will be provided by the CITY. The CONSULTANT will be expected to:

1. Modify the CITY standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the CITY standard Division 2 rehabilitation sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
3. Provide all required Division 1 specifications, additional Division 2 specifications, and Special Provisions Section as needed for proper completion of the work.

Technical Review

Ensuring a quality deliverable is the responsibility of the CONSULTANT. CONSULTANT shall have all progress drawings and specifications submitted to an internal technical review committee prior to the 90 percent completion milestone. The CONSULTANT's review committee shall consist of technical staff knowledgeable on the type of work designed and independent from the specific

project. Following the technical reviews, design modifications shall be made by the CONSULTANT to finalize the construction documents.

Completion of Construction Documents

Presentation of the construction documents at the 90 percent completion will be made to the CITY following the CONSULTANT's internal technical review. Progress specifications shall be submitted to the CITY along with the drawings. Following the CITY's review, design modifications shall be made by the CONSULTANT and submitted to the CITY as Draft Final Documents (Draft 100 percent). Upon approval, these documents shall be finalized and will be considered Final Documents (Final 100 percent).

Prepare Final Cost Estimates

The CONSULTANT will prepare detailed cost estimates based on the construction documents and submit the cost estimates to the CITY at the 90 percent and final design milestones. The opinions of probable construction cost (OPCC) prepared, for the purpose of setting project budget, and/or funding, represent CONSULTANT'S best judgement as a design professional familiar with the Construction industry. Unless, and to the extent otherwise indicated by the CONSULTANT, such opinions or evaluations are based upon current market rates for labor, material and equipment. The CONSULTANT has no control over the costs of said labor, materials, or equipment, CONTRACTOR'S methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the OPCC, the project budget or negotiating conditions at the time of project execution. The OPCC is a "snapshot" in time and that the reliability of the OPCC will degrade over time. Accordingly the CONSULTANT does not warrant or represent that construction bids or negotiated prices will not vary from the good faith OPCC.

Task 5.2 – Permitting

This scope assumes that a South Carolina Department of Transportation (SCDOT) Encroachment Permit, the City of Columbia Encroachment Permit, and any required County encroachment permits are included. It is assumed that standard traffic control details will be included in the design documents and that the Contractor will be developing detailed traffic control plans.

The CONSULTANT shall estimate the area of disturbance and must notify the CITY immediately if the area of disturbance is found to be over 1 acre. It is assumed that a storm water NPDES permit is required and included. Wetland delineation, wetland or stream mitigation work is also not included. This Scope of Services does not include railroad encroachment permits, but these can be added by amendment if required.

Task 5.3 – Project Bidding

The CONSULTANT shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and recommending award, and preparing Contract Documents for signature. Conformed documents incorporating all addenda items issued will also be the responsibility of the CONSULTANT.

It is assumed that the duration of the Bid Period will be six weeks and that the CITY will be distributing the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed. While a formal prequalification process is not anticipated, the CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

Task 6.1 – General Services During Construction

This scope assumes that 50 percent of the sewer length within Basin CC01 will be rehabilitated during construction (or approximately 44,375 feet). After award of the contract, CONSULTANT will assist the CITY with contract administration and provide full-time observation of the construction work, taking into account initial construction ramp-up time and concluding construction ramp-down time. It is anticipated that the construction period for the sewer rehabilitation project will be 12 months (365 days) for substantial completion and 30 days for final completion for a total construction duration of 395 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

The CONSULTANT shall be responsible for enforcing the City's Public Relations Plan and public notification as required in the CITY's rehabilitation specifications.

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

Administration of Construction Contract

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

- As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through the CONSULTANT. On behalf of the CITY, the CONSULTANT shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
- Maintain a complete document file for the project and load all documents to SharePoint. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
- Prior to pre-construction meeting, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and

distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;

- Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and 12 monthly progress meetings are budgeted.

- Document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, important emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables, emails, etc. The CONSULTANT may place a portion of the burden on the CONTRACTOR through the construction documents, but the CONSULTANT is ultimately responsible in ensuring that all documents are loaded. CONSULTANT is responsible for ensuring that all documents loaded are in final approved format (example-pay applications, etc.). All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

- CONSULTANT shall submit a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly pay application by the CONTRACTOR. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaning, lining, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet. The CONSULTANT may place a portion of the burden on the CONTRACTOR through the construction documents, but the CONSULTANT is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. CONSULTANT shall check the Work Summary monthly against the pay items for that month for accuracy.

Site Visits and Observations by Engineer

The CONSULTANT shall provide site visits by the Engineer as noted in Task 6.2 (taking into account initial construction ramp-up time and concluding construction ramp-down time) of the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the CONSULTANT's visits, and on the basis of on-site observations, the CONSULTANT shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.

Shop Drawing Review

The CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents, assuming 150 submittals; 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. This task includes review of the pre-construction video performed by the Contractor and advice to the CITY regarding Contractor's suggestions for additions or deletions of required work and confirmation of the selected rehabilitation method throughout the life of the project. The CONSULTANT will review cured-in-place liner design calculations provided by the Contractor.

Preparation of Design Clarifications

The CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Work Change Directives will be issued to document required work not contained in the contract documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

Quality Assurance Testing

The CONSULTANT will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. CONSULTANT is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

Review of Applications for Payment

Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the CONSULTANT will determine the amounts payable to Contractor on a monthly basis. The CONSULTANT will then recommend by email to the CITY, payments reasonably due to Contractor.

Change Orders and Time Extensions

The CONSULTANT will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY/CONSULTANT or the Contractor and make revisions to Drawings and Specifications occasioned thereby. It is assumed there will be no more than five change orders. An accurate listing of additional costs and credits as a result of change orders will be maintained by the CONSULTANT. Upon receipt of a requested

change order, the CONSULTANT will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

Final Inspections

The CONSULTANT will conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The CONSULTANT will conduct one final inspection to determine if the work is acceptable, so that the 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. The CONSULTANT will 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 the CONSULTANT. It is assumed that the CONSULTANT will review 100 percent of the post rehabilitation inspection videos provided by the Contractor. Comments from review of post-rehabilitation inspection tapes and the final inspection visit will be incorporated into the final punch list and forwarded to the Contractor.

Final Completion

At the conclusion of the project, the 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. Record drawings are the responsibility of the CONSULTANT and must be submitted in PDF format and with all finalized data entered into the GIS database and submitted to the CITY for review and approval. ALL database submittals shall meet the CITY's formatting and naming requirements and include all fields defined by the CITY. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

In addition to record drawings, CONSULTANT shall update the condition ratings for all pipes and manholes in the project area with their final post-rehabilitation condition rating separately in an Excel table as a new tab in the Work Summary spreadsheet labeled Post-Rehabilitation Condition Rating.

Task 6.2 – Full Time Construction Inspection

General

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and

approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.
Construction work will take time to ramp up at the beginning and slowly tamper off at the end with the majority of the work occurring during the middle of the construction period. The following is a breakdown on the proposed inspection hours during the 56-week contract duration:

- Weeks 1 to 4: 16 hours per week
- Weeks 5 to 8: 40 hours per week
- Weeks 9 to 43: 48 hours per week
- Weeks 44 to 50: 40 hours per week
- Weeks 51 to 56: 16 hours per week

The total number of inspection hours for the construction duration is 2,280 hours. If additional hours are needed they can be added with addendum.

Duties and Responsibilities of the Consultant /Project Representative

Conferences and Meetings

- Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.

Liaison

- Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.
- Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.

Review of Work, Rejection of Defective Work, Inspections and Tests

- Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
- The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
- Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.

- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.

Interpretation of Contract Documents

- The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.

Modifications

- Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.

Records

- Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Reports

- Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
- Report immediately to the CITY upon the occurrence of any accident.

Completion

- Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
- Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

Task 7.0 – Client Controlled Contingency for Additional Services

This task is reserved for additional services that may be determined by the CITY to be needed during the project related to this work. The use of this task is not authorized without direct written authorization by the CITY including a description of the additional work, price, and schedule as proposed by the CONSULTANT and agreed upon by the CITY. This task includes a total budget amount of $96,500.
The following table provides a unit price for field services in the event new manholes and/or sewer lines are identified during field investigation. Unit prices include all tasks associated with these items in the scope as if they were originally included in the project scope, including project management, data review, recommendations, incorporation into plans, traffic control, heavy cleaning, and by-pass pumping.

Service	Unit	Unit Price
Manhole Inspection	EA	$137.50
Manhole Survey	EA	$137.50
Zoom Camera Inspection	EA	$82.50

Service	Unit	Unit Price
Smoke Testing	LF	$0.50
CCTV	LF	$3.70
Dye Testing	EA	$1,320.00

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7463
Crane Creek 01
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

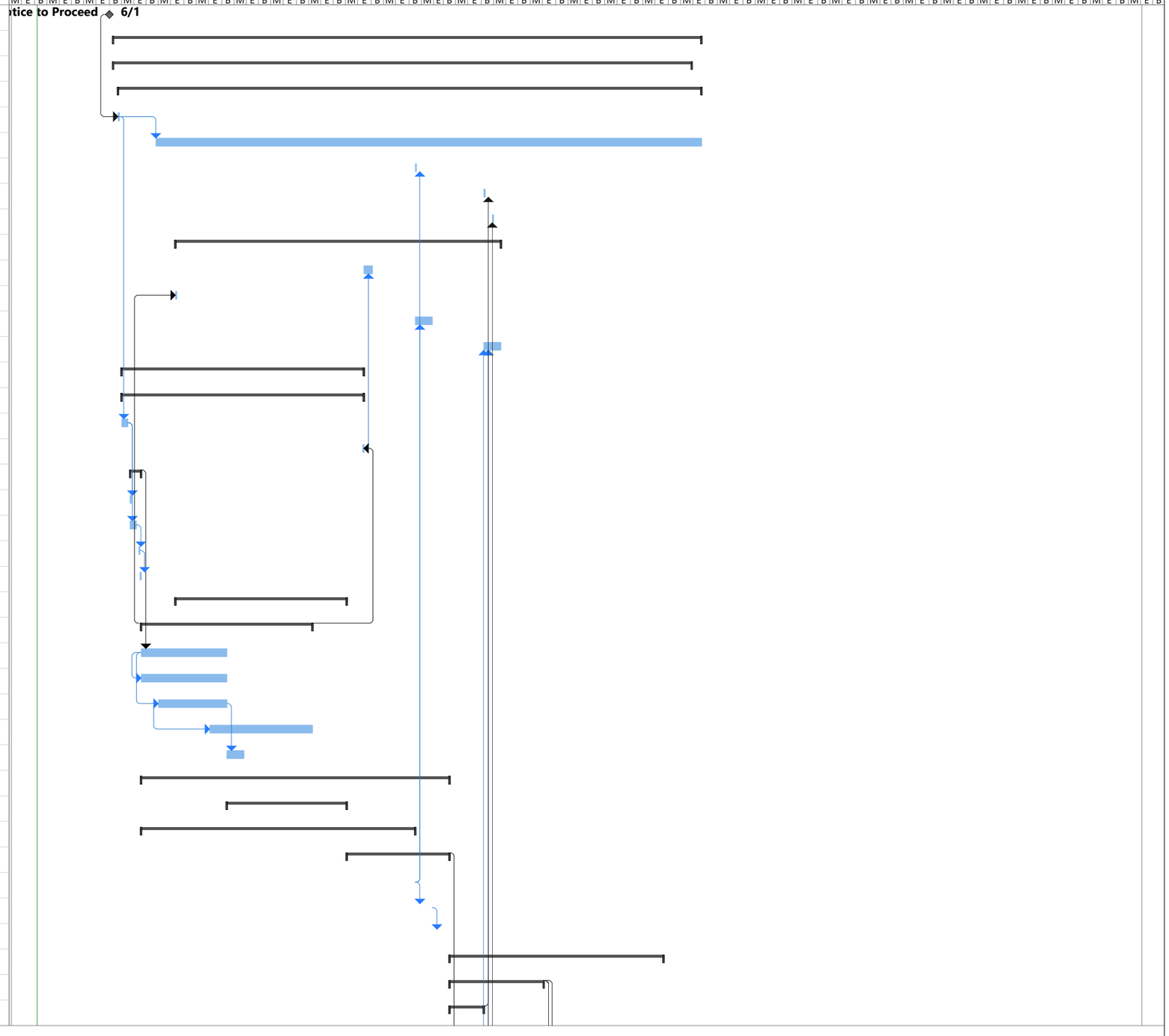
Compensation for services provided under Tasks 1 through 7 as outlined in Exhibit A, Scope of Services, is estimated to be a total of $1,295,065. This includes $549,650 of lump sum tasks, $398,890 of unit price tasks, as well as $244,000 of hourly tasks. Lump Sum, Unit Price, and Hourly tasks are clearly labeled in the chart below.

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

Task	Description	Lump Sum, Unit Price, or Hourly	Subconsultants	Total
1.0	Project Management and Administration during Assessment, Design and Construction Administration	Lump Sum	$3,780	$100,000
2.0	Data Management	Lump Sum	$21,720	$52,115
3.0	Sewer Assessment	Unit Price	$362,625	$398,890
4.0	Sewer Assessment Results and Preliminary Design Report	Lump Sum	$8,400	$89,470
5.0	Rehabiliation Implementation	Lump Sum	$4,000	$75,795
6.1	General Services During Construction	Lump Sum	$112,825	$238,295
6.2	Full Time Construction Inspection	Hourly	$190,000	$244,000
7.0	Client Controlled Contigency for Additional Services	TBD	$87,331	$96,500
	Total of Contract		**$790,681**	**$1,295,065**
	% of Contract to Subconsultants		61%	
	% of Contract to Protégé		31%	

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

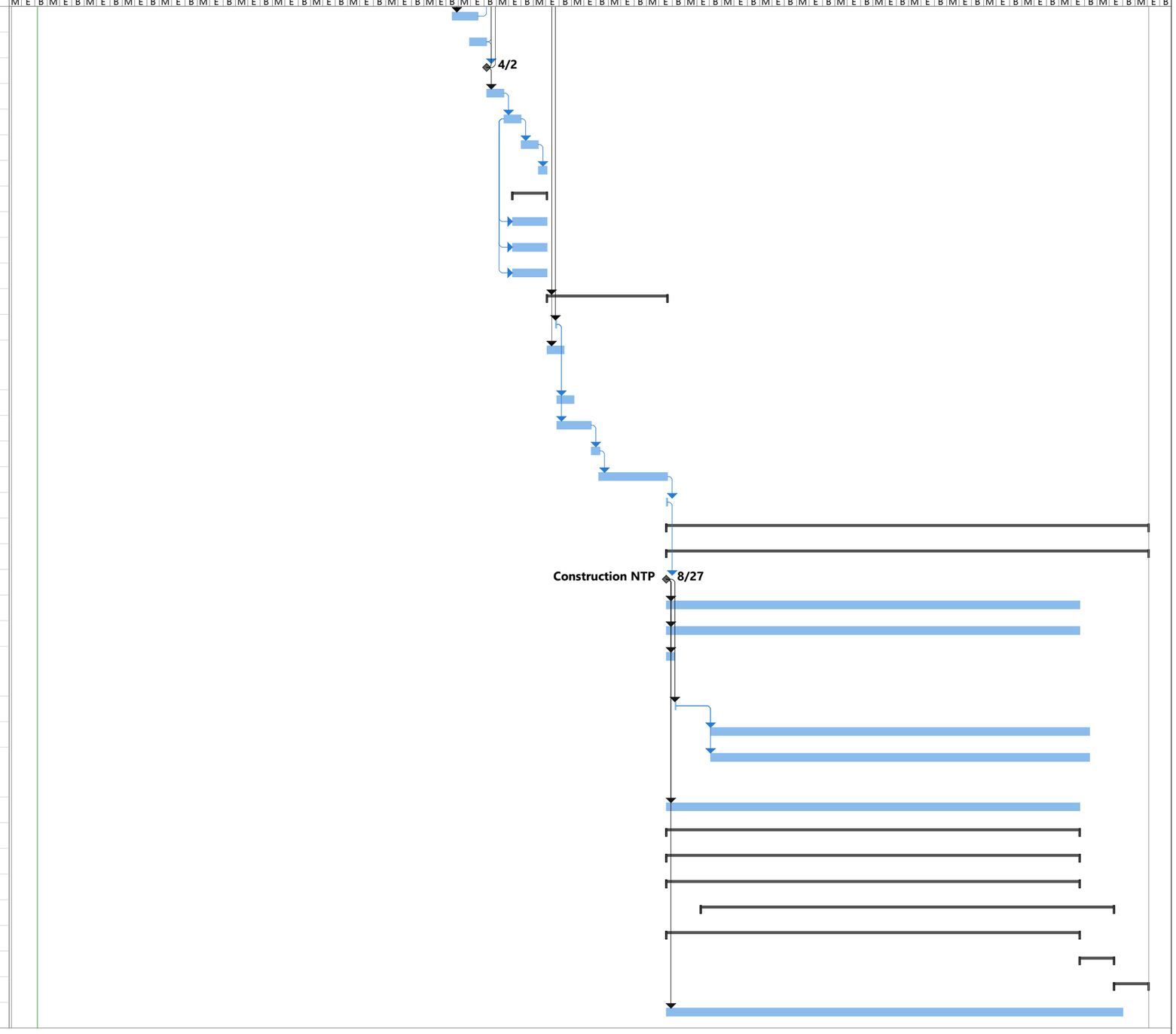
ID	Task	Task Name	Duration	Start	Finish
1		Notice to Proceed	0 days	Fri 6/1/18	Fri 6/1/18
2	**1.0**	Project Management and Admin during Design	345 days	Mon 6/4/18	**Fri 9/27/19**
3	**1.1**	Project Administration	339 days	Mon 6/4/18	**Thu 9/19/19**
10	**1.2**	Project Meetings	341 days	Fri 6/8/18	**Fri 9/27/19**
11		Kickoff Meeting	1 day	Fri 6/8/18	Fri 6/8/18
12		Monthly Client Meetings (Tasks 1-5)	16 mons	Mon 7/9/18	Fri 9/27/19
13		30% Design Client Meeting	1 day	Wed 2/6/19	Wed 2/6/19
14		90% Design Client Meeting	1 day	Wed 4/3/19	Wed 4/3/19
15		90% Design Public Relations Meeting	1 day	Wed 4/10/19	Wed 4/10/19
16	**1.3**	QA/QC	190 days	Wed 7/25/18	**Tue 4/16/19**
17		Task 2 QA/QC	5 days	Wed 12/26/18	Tue 1/1/19
18		Task 3 QA/QC	1 day	Wed 7/25/18	Wed 7/25/18
19		Task 4 QA/QC	2 wks	Wed 2/6/19	Tue 2/19/19
20		Task 5 QA/QC	2 wks	Wed 4/3/19	Tue 4/16/19
21	**2.0**	Data Management	142 days	Mon 6/11/18	**Tue 12/25/18**
22	**2.1**	Review and Update Existing Asset Information	142 days	Mon 6/11/18	**Tue 12/25/18**
23		Data Gathering	1 wk	Mon 6/11/18	Fri 6/15/18
24		Update GIS Submittals	1 day	Tue 12/25/18	Tue 12/25/18
25	**2.2**	Review of System Condition Info	7 days	Mon 6/18/18	**Tue 6/26/18**
26		Review SSO Reports	1 day	Mon 6/18/18	Mon 6/18/18
27		Interview Operations Staff	1 wk	Mon 6/18/18	Fri 6/22/18
28		Prioritize critical areas	1 day	Mon 6/25/18	Mon 6/25/18
29		Field Visit (windshield survey)	1 day	Tue 6/26/18	Tue 6/26/18
30	**2.3**	Data Quality Control Review	100 days	Wed 7/25/18	**Tue 12/11/18**
35	**3.0**	Sewer Assessment	100 days	Wed 6/27/18	**Tue 11/13/18**
36	3.1	Manhole Inspections	10 wks	Wed 6/27/18	Tue 9/4/18
37	3.2	Manhole Survey	10 wks	Wed 6/27/18	Tue 9/4/18
38	3.3	Smoke Testing	8 wks	Wed 7/11/18	Tue 9/4/18
39	3.4	CCTV	12 wks	Wed 8/22/18	Tue 11/13/18
40	3.5	Dye Testing	2 wks	Wed 9/5/18	Tue 9/18/18
41	**4.0**	SSES Results and PDR	180 days	Wed 6/27/18	**Tue 3/5/19**
42	**4.1**	SSES Results	70 days	Wed 9/5/18	**Tue 12/11/18**
53	**4.2**	Develop Recommendations	160 days	Wed 6/27/18	**Tue 2/5/19**
61	**4.3**	Preliminary Design Report	60 days	Wed 12/12/18	**Tue 3/5/19**
62		Prepare Draft PDR	8 wks	Wed 12/12/18	Tue 2/5/19
63		Client Review of PDR	2 wks	Wed 2/6/19	Tue 2/19/19
64		Finalize PDR based on Comments	2 wks	Wed 2/20/19	Tue 3/5/19
65	**5.0**	Rehabilitation Implementation	125 days	Wed 3/6/19	**Tue 8/27/19**
66	**5.1**	Design Documents	55 days	Wed 3/6/19	**Tue 5/21/19**
67		**Prepare 90% Design Drawings**	**20 days**	**Wed 3/6/19**	**Tue 4/2/19**



Project: SS7463 Schedule_Exhibit C_3Apr201
Date: Tue 4/3/18

Task | Split | Milestone | Summary | Project Summary | Deadline | Progress

ID	Task	Task Name	Duration	Start	Finish
73		Prepare 90% Specifications	3 wks	Wed 3/6/19	Tue 3/26/19
74		Prepare 90% Cost Estimate	2 wks	Wed 3/20/19	Tue 4/2/19
75		90% Design Submittal	0 days	Tue 4/2/19	Tue 4/2/19
76		Client Review of 90% Submittal	2 wks	Wed 4/3/19	Tue 4/16/19
77		Prepare Draft 100% Submittal	2 wks	Wed 4/17/19	Tue 4/30/19
78		Client Review of Draft 100% Submittal	2 wks	Wed 5/1/19	Tue 5/14/19
79		Prepare Final 100% Submittal	1 wk	Wed 5/15/19	Tue 5/21/19
80	**5.2**	Permitting	20 days	Wed 4/24/19	**Tue 5/21/19**
81		Prepare SCDOT Permit Applications	4 wks	Wed 4/24/19	Tue 5/21/19
82		Prepare City Encroachment Permit	4 wks	Wed 4/24/19	Tue 5/21/19
83		Prepare NPDES Permit	4 wks	Wed 4/24/19	Tue 5/21/19
84	**5.3**	Project Bidding	70 days	Wed 5/22/19	**Tue 8/27/19**
85		Lead Pre Bid Conference	1 day	Wed 5/29/19	Wed 5/29/19
86		Provide Technical interpretation of Bid Documents	2 wks	Wed 5/22/19	Tue 6/4/19
87		Prepare Addenda	2 wks	Thu 5/30/19	Wed 6/12/19
88		Attend Bid Opening	4 wks	Thu 5/30/19	Wed 6/26/19
89		Evaluate bids/recommend award	1 wk	Thu 6/27/19	Wed 7/3/19
90		Prepare contract documents	2 mons	Wed 7/3/19	Tue 8/27/19
91		**Contract Award**	1 day	Tue 8/27/19	Tue 8/27/19
92	**6.0**	General Services During Construction	280 days	Tue 8/27/19	**Mon 9/21/20**
93	**6.1**	Contract Administration	280 days	Tue 8/27/19	**Mon 9/21/20**
94		Construction NTP	0 days	Tue 8/27/19	Tue 8/27/19
95		Maintain Document File	12 mons	Tue 8/27/19	Mon 7/27/20
96		SharePoint Administration	12 mons	Tue 8/27/19	Mon 7/27/20
97		Prepare list of subcontractor submittals and testing requirements	1 wk	Tue 8/27/19	Mon 9/2/19
98		Hold Preconstruction Meeting	1 day	Tue 9/3/19	Tue 9/3/19
99		Hold Monthly Meetings	11 mons	Wed 10/2/19	Tue 8/4/20
100		Submit Monthly Work Summary Spreadsheets to City	11 mons	Wed 10/2/19	Tue 8/4/20
101		Site Visits	12 mons	Tue 8/27/19	Mon 7/27/20
102		**Shop Drawing Review**	**240 days**	**Tue 8/27/19**	**Mon 7/27/20**
107		**Preparation of Design Clarifications**	**240 days**	**Tue 8/27/19**	**Mon 7/27/20**
109		**QA Testing**	**240 days**	**Tue 8/27/19**	**Mon 7/27/20**
111		**Review of Applications of Payment**	**240 days**	**Tue 9/24/19**	**Mon 8/24/20**
113		**Change Orders and Time Extensions**	**240 days**	**Tue 8/27/19**	**Mon 7/27/20**
116		**Final Inspections**	**20 days**	**Tue 7/28/20**	**Mon 8/24/20**
123		**Final Completion**	**20 days**	**Tue 8/25/20**	**Mon 9/21/20**
127	6.2	Full Time Inspection	53 wks	Tue 8/27/19	Mon 8/31/20



Project: SS7463 Schedule_Exhibit C_3Apr201
Date: Tue 4/3/18

Task | Split | Milestone | Summary | Project Summary | Deadline | Progress

Exhibit D

City of Columbia
CIP # SS7463
Crane Creek 01
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

SUBCONSULTANT FIRM INFORMATION RECORDS

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

Firm Name and Address	**Contact Name and Telephone #**	**Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE**	**Services to be Provided**	**Dollar Value of Services***
Chao and Associates 7 Clusters Ct Columbia, SC	Jimmy Chao 803.772.8420	Protege	GIS, CAD, survey, construction admin	$401,475
Hydrostructures 1725 12th St. Cayce, SC	Mike Ping 803.203.0778	NON-MBE/WBE/SBE	SSES	$389,206
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

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

EXHIBIT E

SSES SPECIFICATION SECTIONS (latest version at execution of agreement included by Reference)

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

CITY OF COLUMBIA

We Are Columbia

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: 16 April 2018

Project Number: SS7463

Mentor: Stantec Consulting Services, Inc

Project Name: CC01 SSES/Rehab

Protégé: Chao and Associates

Duration of the Project: 2 years 4 months

Project Contract Amount: $1,295,065

Protégé Amount: $401,475

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

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

Stantec will be the prime for this project and will provide overall project management and oversight, data management, rehabilitation design and construction administration support. Chao will be the subconsultant and will provide surveying, GIS, rehabilitation design support and construction administration and inspection.

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

From Chao's last SSES/rehab project, they have taken the initiative to have some of their staff NASSCO certified and have developed more experience in construction administration and inspection of sewer rehab projects. For this project, Stantec will support further development of those skills with Chao being involved in condition assessment and rehabilitation design.

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

At the project onset, Chao will identify appropriate NASSCO certified resources to work on condition assessment and rehabilitation design. Stantec will take the lead on both tasks, determining a small subset of the basin that Chao can work on alongside with the Stantec team. Chao will be able to understand and learn the process to complete condition assessment and rehabilitation design so they have the experience to perform this work again.

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

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

Mentor:

Stantec will provide the Project Manager, Project Technical Lead and QA/QC for the duration of the project.

Protégé:

Chao will provide Surveyor, NASSCO Certified Project Engineer and Construction Administration Lead

Subcontractors:

Hydrostructures will provide SSES including smoke testing, MH inspection, CCTV, and zoom camera equipment

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Stantec will manage the project and provide QA/QC for all work completed by protege and subcontractors. Stantec is responsible for stamping design documents and providing mentoring to protege during rehab design.

b. Description of Protégé's responsibilities on project:

Chao will provide GIS, manhole surveying, and Construction Administration. Chao will also provide NASSCO certified Project Engineer to provide support for condition assessment and rehab design.

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

Together, Stantec and Chao will provide condition assessment of assets based on SSES data by ranking and prioritizing rehab. Rehab design will also be performed as a team.

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

Phase I - SSES/Rehab Design - 12 months. Chao to perform MH survey and support condition assessment and rehab design. Phase II - Construction Admin - 13 months. Chao to lead Construction Admin

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

Stantec and Chao will hold internal monthly meetings outside of progress meetings with the Client. We will review as a team our burn rate, deliverable status and quality control to identify any potential for straying from the project requirements and create mitigation strategies as needed.

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

Our goal is to ensure we provide quality deliverables to the City on time and within budget while providing Chao the ability to grow the services that they offer. We will track our actuals against the budgets and schedules submitted. For future projects, Stantec would like to team with Chao with Chao having a larger role or performing as the prime.

9. **Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

Stantec and Chao will have an internal kickoff meeting prior to meeting with the Client for the project kickoff to define expectations and roles. From this point, we will have monthly internal meetings and calls to discuss work completed and concerns. As needed, Stantec will meet with Chao to provide guidance in rehab design.

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

Chao will submit invoices and progress reports on a monthly basis. Stantec will include these invoices into the overall invoice and reporting to the Client. Once Stantec receives payment from the Client, payment will be released to Chao within one week.

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Hydrostructures	803.563.5237	1725 12th St, Cayce	Stantec	$389,206	N/A	30%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: $401,475

Percentage of Contract: 31% (Minimum of 20% of total contract amount is required)

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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Stantec (Mentor Firm) this 23 day of April 2018.
Corporate SEAL

By: Barry Abernathy
Title: Vice President

ATTEST:
By:
Title: PRINCIPAL ENGINEER

EXECUTED by Chao & Associates (Protégé Firm) this 16th day of April, 2018.
Corporate SEAL
By:
Title: President

ATTEST:
By:
Title: Admin. Asst.

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 27th day of April, 2018.

By: Aysha Driggers
Title: Compliance Administrator

Invoicing Procedure: Exhibit G

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Engineer's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Engineer's project schedule must be the basis for full or a percentage of payment for work completed on the Engineer's invoice.
4. The Engineer will not request payment for taxes on Professional Services, labor or installation fees.
5. The Engineer will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Engineer shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Engineer shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Engineer shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Engineer shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Engineer shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Engineer shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT H - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ____Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ____All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ____There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer for Construction.

Attach a copy of the written approval from the City of Columbia.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20___.

_____
Notary Public

Sub-Basin: BR01
Sub-Basin: SB06
Sub-Basin: SB05
Sub-Basin: SB01
Sub-Basin: SB03
Sub-Basin: CC01
Sub-Basin: CC02
Sub-Basin: SB04
Sub-Basin: SB02
Sub-Basin: WC02
Sub-Basin: RB06
Sub-Basin: RB02

Smith Branch
Broad River
Columbia Canal

BENTLEY DR
MCQUEEN ST
RAWL ST
MCRAE ST
ABERDEEN AVE
HARDINCAPLE DR
BELLE CLAIRE DR
ABINGDON RD
PALMETTO AVE
BYRD AVE
MILLER AVE
LORICK CIR
WEST AVE
SURREY ST
WILLOW ST
ADAMS ST
MAGRATH ST
SEEGARS ST
WHITE ST
FARROW RD
HIGH ST
LIBERTY ST
MARSHALL ST
ACADEMY ST
CARVER ST
BEAUMONT ST
BOOKER ST
BROAD ST
GRAND ST
SHEALY ST
SUNSET DR
ADAMS GRV
HOWELL AVE
SLIGHS AVE
HARDEN ST EXT
MEDICAL PARK RD
MEDICAL DR
COOK AVE
PHILLIPS ST
COLES RD
ELMHURST RD
MARGRAVE RD
AVONDALE DR
SUMMERLEA DR
KENSINGTON RD
FALLING SPRINGS RD
KEENAN DR
PARKSIDE DR
GRACE ST
N MAIN ST
ANTHONY AVE
GEIGER AVE
COLONIAL DR
GREGG ST
BREWER ST
GIBSON ST
PEARL ST
HART ST
CLEMENT RD
SUNSET DR
RIVER DR
MAKEWAY DR
LAKEWOOD AVE
EARLEWOOD DR
MARLBORO ST
EDGEFIELD ST
LYLES ST
LAUREL HILL LN
DARLINGTON ST
COLUMBIA AVE
UNION ST
CLARK ST
BEAUFORT ST
PARK ST
OCONEE ST
FLORENCE ST
LINDSAY ST
RICHFIELD DR
ILUCIUS RD
BENTON ST
POPE ST
W CONFEDERATE AVE
PRICE AVE
BRYAN ST
KINARD CT
CHESTER ST
AIKEN ST
WAYNE ST
GADSDEN ST
ELMWOOD AVE
ASSEMBLY ST
LINCOLN ST
MAIN ST
SUMTER ST
WALLACE ST
BULL ST
VICTORIA ST
FRANKLIN ST
FREED ST
BOYCE ST
HARDEN ST
WALKER SOLOMON WAY
OAK ST
READ ST
BARNWELL ST
LAUREL ST
CALHOUN ST
MARION ST
FERTILIZER RD
RIVERHILL CIR
BROAD RIVER RD
NORMANDY RD
SKYLAND DR
CASTLE RD
CHARBONNEAU DR
STONERIDGE DR
ELMWYN LN
WATERMARK PL
RIVERMONT DR
NORTHWOOD ST
CANAL PLACE DR

176
21
277
555
126
76
16

No. of Manholes: 394
Gravity Main LF: 88,750

Clean Water 2020
Columbia's Clear Vision For Clean Water

CITY of COLUMBIA, S.C.
PERPETUA VIRTUTUM MEMORIA
We Are Columbia

JBB: 3/02/2018
CW2020_Master\Production_Maps\Project Location_Maps\CIP SS7463_CC01_SSES

Gravity Trunk Main
Gravity Main
Crane Creek 01 Subbasin
Subbasin Boundary

N
1 inch = 1,000 feet
0 250 500 1,000 1,500 Feet

SS7463
CC01 SSES
Figure 1

Prepared For: Cle

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MEETING DATE:	**July 17, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Council is asked to approve a Contract for Project SS7389; Crane Creek and Smith Branch Manhole Repair and Mitigation Services, as requested by Columbia Water. Award to Prism Contractors & Engineers, Inc., in the amount of $2,142,363.74. This firm is located in Williamsburg, VA.**
PURPOSE:	**The following sub-consultants will provide additional services:** **Vulcan Materials Company of Piedmont, SC will provide surge stone and rip rap at 1.09% ($21,148.40) of the contract value.** **Tindall Precast Concrete of Spartanburg, SC will provide pre-cast materials at 6.70% ($130,572.00) of the contract value.** **Madewell Products Corporation of Alpharetta, GA will provide cementitious and epoxy materials at 4.38% ($85,209.20) of the contract value.** **Halliday Products Inc. of Orlando, FL will provide watertight hatches at 3.59% ($70,000.00) of the contract value.**
REQUISITION NO.:	**R188024**
FINANCIAL IMPACT:	**Funding Source: CIP Water & Sewer / A 2015 Oct. Flood Recovery Project; 5529999-638400. The original budgeted amount is $2,727,698.00.**
ORIGINAL BUDGET:	**$2,727,698.00**
CLEAN WATER 2020?:	**No**
STRATEGIC GOALS:	**Provide high quality municipal services**

This is to repair & mitigate effects of existing sanitary sewer manholes, prevent and control soil erosion, to perform sanitary sewer cleaning and wastewater flow control within the Crane Creek and Smith Branch area.

There were 4 bids received for this project. The total construction time allocated for this project is two hundred forty (240) days after the Notice to Proceed is issued.

ATTACHMENTS:

- **#a:** Bid042 4 Contracts Approved by Legal 18001227 (PDF)
- #b: Bid Tabulation and Socilitation Prism (PDF)
- #c: Bid042 2 Project Engineer Letter Recommendation and Site Map (PDF)
- #d: Bid042 3 Compliance Review Approval and Business Info. Record (PDF)
- #e: SS7389 Project Site Location Map (PDF)

CONTRACT

City of Columbia, South Carolina

CIP #SS7389

Crane Creek and Smith Branch Manhole Repair and Mitigation (SS7389)

FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3371

Bid #042-17-18-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Prism Contractors & Engineers, Inc.** with legal address and principal place of business at **1568 Manufacture Drive, Williamsburg, Virgina, 23185**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **Hazen and Sawyer**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be to substantially complete the amount of work herein contemplated within **two hundred ten (210)** consecutive calendar days from the said date of commencement stated in the Notice to Proceed (NTP) and to fully complete the amount of work herein contemplated within an additional **thirty (30)** consecutive calendar days for a total construction time of **two hundred forty (240)** consecutive calendar days from the said date of commencement stated in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **One Million, Nine Hundred Forty-Seven Thousand, Six Hundred and Three Dollars and Forty Cents ($1,947,603.40).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 General Specifications of the City of Columbia's Engineering Regulations, Part 17 Specifications for Sanitary Sewers, Part 20 Specifications for Sodding, Fertilizing and Seeding.

9.2.7 Special Provisions.

9.2.8 Specifications: Division 1 - General Technical Requirements, Division 2 - Sitework, Division 3 - Concrete, Appendix – Assessment and Drawings

9.2.9 Addenda numbers 1 to 2, inclusive.

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

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.
10.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

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

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

This Contract shall become effective on _____, 20_____.

Contractor	Owner
Prism Contractors & Engineers, Inc.	City of Columbia, SC
BY _____	BY _____
David Reaves, President	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest _____	Attest _____
Address for giving notices:	Address for giving notices:
Prism Contractors & Engineers, Inc.	Department of Procurement and Contracts
1568 Manufacture Drive	1800 Main Street, 2nd Floor
Williamsburg, VA 23185	Columbia, SC 29201
Date: _____	Date: _____

PRISM CONTRACTORS & ENGINEERS, INC. CORPORATE SEAL VIRGINIA

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Event Number	BID#042-17-18-DS Addendum 2	**Organization**	City of Columbia, SC
Event Title	Crane Creek and Smith Branch (SS7389) FE	**Workgroup**	Purchasing
Event Description	Pre Bid Conference is scheduled on May 2,	**Event Owner**	Debbie Scott
Event Type	IFBs	**Email**	dlscott@columbiasc.net
Issue Date	4/23/2018 08:00:00 AM (ET)	**Phone**	
Close Date	5/22/2018 10:00:00 AM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Prism Contractors & Engineers,	Williamsburg	VA	5/21/2018 06:30:37 PM (ET)	1	$1,947,603.40
North American Pipeline Manag	Marietta	GA	5/22/2018 09:10:53 AM (ET)	1	$2,316,938.93
mcclam & associates inc	little mountain	SC	5/22/2018 09:32:06 AM (ET)	1	$2,471,618.04
LAD Construction, LLC	Swansea	SC	5/22/2018 08:55:20 AM (ET)	1	$3,468,403.65

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

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT

Date: April 23, 2018	Bids will be opened at 10:00 A.M. on 5/16/18 and may not be withdrawn within 60 days after such date and time.	Bid No: 042-17-18-DS

Bid Title: Crane Creek and Smith Branch Manhole Repair and Mitigation (SS7389) FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3371

Reason For No Bid:

Vendor: Prism Contractors & Engineers, Inc.

Vendor Mailing Address: 1568 Manufacture Drive

City-State-Zip: Williamsburg, VA 23185

Telephone No: 757-874-5670

Fax No: 757-8745-5671

General Contractor License Number: G118141

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)

David Reaves, President
AUTHORIZED SIGNATURE/TITLE (TYPED)

dreaves@prismce.com
E-MAIL ADDRESS

PRISM CONTRACTORS & ENGINEERS, INC. CORPORATE SEAL VIRGINIA

General Conditions

Electronic Bids: All bids must be submitted online at eBidcolumbiasc. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.

2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.

3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not submitted timely may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City Purchasing Agent.

Columbia Water
Drinking Water • Wastewater • Stormwater

Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth
Construction Procurement Manager

From: John Riggs, P.E.
Wastewater Project Manager

Date: May 29, 2018

Subject: SS7389 – Crane Creek and Smith Branch Manhole Repair and Mitigation
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7389 – Crane Creek and Smith Branch Manhole Repair and Mitigation Project on May 22, 2018. The bid tabulations have been reviewed and we find no issues with the prices provided by PRISM Contractors & Engineers, Inc. The 4 bids were as follows:

PRISM Contractors & Engineers, Inc.	$1,947,603.40
North American Pipeline Management, Inc.	$2,316,938.35
McClam & Associates, Inc	$2,471,618.04*
LAD Corporation of West Columbia	$3,468,403.65

*Did not use revised Bid Form in Addendum No. 2

We have reviewed the bids and find everything in order. We recommend awarding the contract to PRISM Contractors & Engineers, Inc. at their bid of $1,947,603.40 and a 10% Owners Contingency in the amount of $194,760.34. Total project budget to be approved is $2,142,363.74.

Sincerely,

John Riggs, P.E.
Wastewater Project Manager

Crane Creek Manhole Repair Project Area

Smith Branch Manhole Repair Project Area

Lake Murray

Broad River

Crane Creek

Gills Creek

Mill Creek

Congaree River

Richland County
Lexington County

Kershaw County
Richland County

WTP

Clean Water 2020
Columbia's Clean Vision For Clean Water

CITY of COLUMBIA, S.C.
We Are Columbia

PJA: Jan 12, 2018
Production_Maps\ProjectLocation_Maps\CIP\SS7389

- City Hall
- Metro WWTP
- Crane Creek Manhole Repair Project Area
- Smith Branch Manhole Repair Project Area
- Broad River
- Crane Creek
- Gills Creek
- Mill Creek
- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia

N

1 inch = 2 miles

0 0.5 1 2 3 Miles

Project Location Map
SS7389
Crane Creek and Smith Branch Manhole Repairs

Prepared For: Cle

CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Debbie Scott, Procurement Contract Specialist,
Department of Procurement and Contracts

DATE: May 22, 2018

SUBJECT: BID#042-17-18-DS Crane Creek –Smith Branch Manhole Repair and Mitigation (SS7389)
FEMA SC Severe Storms and Flooding 2015 DR 4241 / DR 3371

Bids for this project were opened publicly at 10:00 a.m., May 22, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were **not** in participation with the Local Business Preference Program, Mentor Protégé Program or Subcontracting Outreach Program.

The apparent low bidder is Prism Contractors & Engineers, Inc. Their bid amount was $1,947,603.40.

Please indicate by signing below that a compliance review was not required as this project did not fall under your purview. Please return memo back to me.

Thank You.

Juliet M Kelly
Ayesha Driggers, Compliance Administrator

Date: 5/22/18

Business Information Record

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 - "NO LINE STRIKE THROUGH"

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Vulcan Materials Company 201 Brown Street PIEDMONT, SC 29673 DUNS#: N/A, CAGE#: N/A	Neil Barnes 864-245-7215	Surge Stone and Rip Rap	$21,148.40	1.09%	N/A	No
Tindall Precast Concrete PO Box 1778 Spartanburg, SC 29304 DUNS#: N/A, CAGE#: N/A	Matt Goodner 864-590-5678	Pre-cast Material	$130,572.00	6.70%	N/A	No
Madewell Products Corporation 7561 Industrial Ct Alpharetta, GA 30004 DUNS #070321609, CAGE#: N/A	Jon Steele 800-741-8199	Cementitious and Epoxy Material	$85,209.20	4.38%	N/A	No
Halliday Products Inc. 6401 Edgewater Drive Orlando, Florida 32810 DUNS #067845479, CAGE#: N/A	Barbara Goss 800-298-1027	Watertight Hatch	$70,000.00	3.59%	N/A	No

TOTAL: $ 306,929.60

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

Business Name: Prism Contractors & Engineers, Inc.

Representative Name / Title: David Reaves, President

Date: 5/21/18

Crane Creek Manhole Repair Project Area

Smith Branch Manhole Repair Project Area

Lake Murray

Broad River

Congaree River

Crane Creek

Gills Creek

Mill Creek

Richland County

Lexington County

Kershaw County

WTP

Clean Water 2020

We Are Columbia

City Hall

Metro WWTP

Crane Creek Manhole Repair Project Area

Smith Branch Manhole Repair Project Area

Broad River

Crane Creek

Gills Creek

Mill Creek

Rocky Branch

Saluda River

Smith Branch

West Columbia

N

1 inch = 2 miles

0 0.5 1 2 3 Miles

Project Location Map
SS7389
Crane Creek and Smith Branch Manhole Repairs

Prepared For: Cle

PJA: Jan 12, 2018
Production_Maps\ProjectLocation_Maps\CIP\SS7389

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-010 - To ExteNet Systems Inc., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places**

PURPOSE: **First reading approval was given on June 19, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** 2018-010 ExteNet Systems Franchise (PDF)

HISTORY:

06/19/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2017-010

To ExteNet Systems Inc., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

WHEREAS, ExteNet Systems Inc., an Delaware corporation with its principal place of business at 3030 Warrenville Rd. Suite 340 Lisle, IL 60532 has requested consent of the City of Columbia to use the streets and public places of the municipality to construct, install, maintain, and operate its facilities for use in providing telecommunications services to its customers within the municipality for its own business purposes and profit; and,

WHEREAS, other telecommunications providers either have or are likely to seek a similar consent; and,

WHEREAS, it is the policy of the municipality to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunication services, subject to the duty and authority of the municipality to manage its streets, public property and rights-of-way, and to require fair and reasonable compensation from telecommunications providers for the use thereof on a competitively neutral and nondiscriminatory basis and to publicly disclose the amount of such compensation; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2018, as follows:

Section 1: As used in this ordinance, the word "Company" means ExteNet Systems Inc., a Delaware corporation organized and existing under the laws of the State of Delaware and duly authorized to do business in South Carolina, its successors and assigns.

Section 2: As used in this ordinance, the word "Municipality" means the City of Columbia, South Carolina.

Section 3: As used in this ordinance, the term "Telecommunications Services" has the meaning and definition given to that same term by S.C. Code Ann. Sections 58-9-10 and 58-9-2200 (1) (1999), and 47 USC 153; provided, however, for purposes of this ordinance, the term "Telecommunications Services" does not include cable television. Cable television services may only be provided in the municipal limits pursuant to a separate franchise pursuant to 42 USC 542.

Section 4: The non-exclusive right, power and authority are hereby granted and vested in the Company to construct, install, maintain, and operate in, over, under, and upon the streets, alleys, bridges, rights-of-way and other public places of the Municipality, its lines, poles, antennas, wires, cables, cabinets, conduits, converters, equipment and other telecommunications facilities and to use those facilities to render Telecommunication Services to its customers within the corporate limits of the Municipality.

LEGAL DEPARTMENT DRAFT

Section 5: Prior to the commencement or continuation of any construction or operation in the corporate limits of the Municipality, the Company shall be duly authorized to do business in South Carolina and shall have received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission or the Federal Energy Regulatory Commission. Evidence that such authority has been acquired or that it is not required will be filed with the Municipality.

Section 6: All work upon the streets and public places of the Municipality shall be in accordance with all applicable standards, codes, and ordinances, and will be done under the general supervision of the Mayor and Council of the Municipality. All new construction will, wherever practicable, be placed underground; however, service lines, cables and/or equipment will be allowed to be placed aboveground if other existing service lines, cables and/or equipment in that area are installed aboveground. Any necessary aboveground construction will, wherever practicable, utilize existing utility poles. No street, alley, bridge, right-of-way or other public place used by the Company shall be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the Municipality, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default thereof, the Municipality may make such repairs and charge the reasonable cost thereof to and collect the same from the Company. The Company shall save the Municipality harmless from all liability or damage (including judgments, decrees, court costs, and defense costs) arising out of the Company's operations within the corporate limits of the Municipality, the exercise of the privileges granted to the Company by this ordinance, or the acts or omissions of the Company's employees, contractors, or agents.

Section 7: In consideration of the grant of authority to utilize the streets and public places of the Municipality for the provision of Telecommunication Services, and in accordance with applicable laws and ordinances, the Company shall pay such lawful franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the Municipality. The Company shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Municipality. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunication Services shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the applicable law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on providers of Retail Telecommunications Services presently contained in said statute shall be removed or modified, the Municipality will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such applicable South Carolina and federal law as may then govern.

Section 8: Except as specifically provided herein, or otherwise mandated by law, the privilege granted to the Company by this ordinance does not exempt or excuse the Company from the police power and all other lawfully imposed municipal authority and laws including, but not limited to, those relating

LEGAL DEPARTMENT DRAFT

to zoning, permitting, traffic control, construction and excavation, planning, aesthetics, and the environment.

Section 9: The non-exclusive franchise and consent granted by this ordinance shall be in force and effect for an initial term of two (2) years, and thereafter may be renewed by mutual agreement of both parties in accordance with applicable laws and regulations. On or about the first anniversary of the grant of this franchise, upon the request of Municipality, Company and Municipality shall meet and review the terms of this Ordinance, and any concerns or issues raised in respect thereof, and negotiate in good faith any modifications as the parties may determine, in good faith, are necessary to address such concerns or issues with such consent for modification not unreasonably withheld.

Section 10: This franchise and consent ordinance is subject to the Constitution and laws of the State of South Carolina. In conforming this ordinance to the requirements of S.C. Code Ann. Section 58-9-2200 et. seq. as enacted by the General Assembly of South Carolina in 1999, the Municipality does not concede or imply that the General Assembly has the authority to restrict by general law the powers denied to the General Assembly and reserved to the municipalities of South Carolina by Article VIII Section 15 of the Constitution of South Carolina.

This ordinance is effective as of final reading.

Requested by:

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 5/29/2018
18000320

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-029 - Amending Ordinance 2015-034 Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS Nos. 11401-10-01, for installation and maintenance of a driveway along each block, brick pavers, landscaping and irrigation and authorizing removal and construction of new sidewalks along Bull Street and Pickens Street to include revised plans for the addition of a turn lane and changes to landscaping and curbing along Gervais Street**

PURPOSE: **First reading approval was given on June 19, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-029 amend 2015-034 USC Law School encroachment(PDF)

HISTORY:

06/19/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO. 2018-029

Amending Ordinance 2015-034 Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS Nos. 11401-10-01, for installation and maintenance of a driveway along each block, brick pavers, landscaping and irrigation and authorizing removal and construction of new sidewalks along Bull Street and Pickens Street to include revised plans for the addition of a turn lane and changes to landscaping and curbing along Gervais Street

WHEREAS, by Ordinance No.: 2015-034 enacted on May 5, 2015, City Council granted the University of South Carolina (hereinafter "Grantee") right to use the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS #11401-10-01, for installation and maintenance of a driveway along each block measuring approximately twenty-five (25') feet in width and twelve (12') feet in length, and removal and replacement of the sidewalk along Bull Street approximately four hundred twenty-two (422') feet in length and six (6') feet in width and removal and replacement of the sidewalk along Pickens Street approximately four hundred twenty-two (422') feet in length and varying in width from six (6') feet to twelve (12') feet, and installation and maintenance of brick pavers approximately three hundred seventy-five (375') feet in length and approximately ten (10') feet in width, and landscaping and irrigation system, all as shown in Ordinance No.; 2015-034 a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Grantee desires to amend Ordinance No.: 2015-034 to include revised plans for the Gervais Street right of way area to reflect an addition of a turn lane approximately one hundred thirty (130') feet in length, and changes to landscaping and curbing along Gervais Street all as shown on the attached drawings; and,

WHEREAS, it appears that the amendments to 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 _____, 2017, that Ordinance No.: 2015-034 is amended to include revised plans for the Gervais Street right of way area to reflect an addition of a turn lane approximately one hundred thirty (130') feet in length, and changes to landscaping and curbing along Gervais Street all as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia, South Carolina Department of Transportation 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 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.

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

LEGAL DEPARTMENT DRAFT

1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets;

2. All trees shall be protected;

3. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained;

4. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.

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.

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:

Last revised: 5/29/2018
18000995

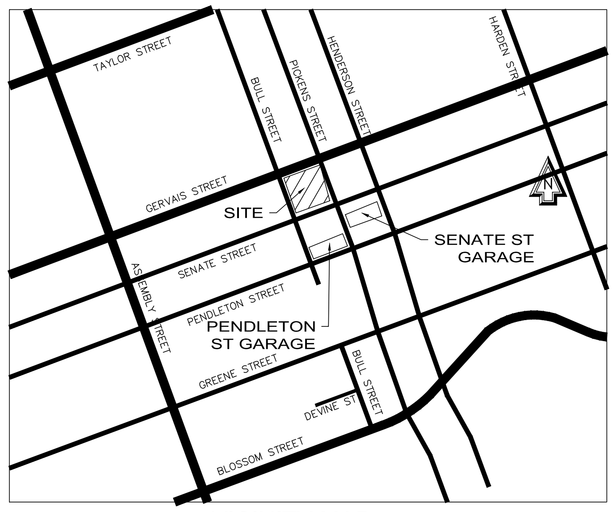
CITY COUNCIL
ENCROACHMENT SUMMARY
2018-029

1100 BLOCKS OF BULL AND PICKENS STREET
1500 BLOCKS OF GERVAIS AND SENATE STREET
ADJACENT TO THE UNIVERSITY OF SOUTH CAROLINA SCHOOL OF LAW
TURN LANE, DRIVEWAY, LANDSCAPING AND IRRIGATION

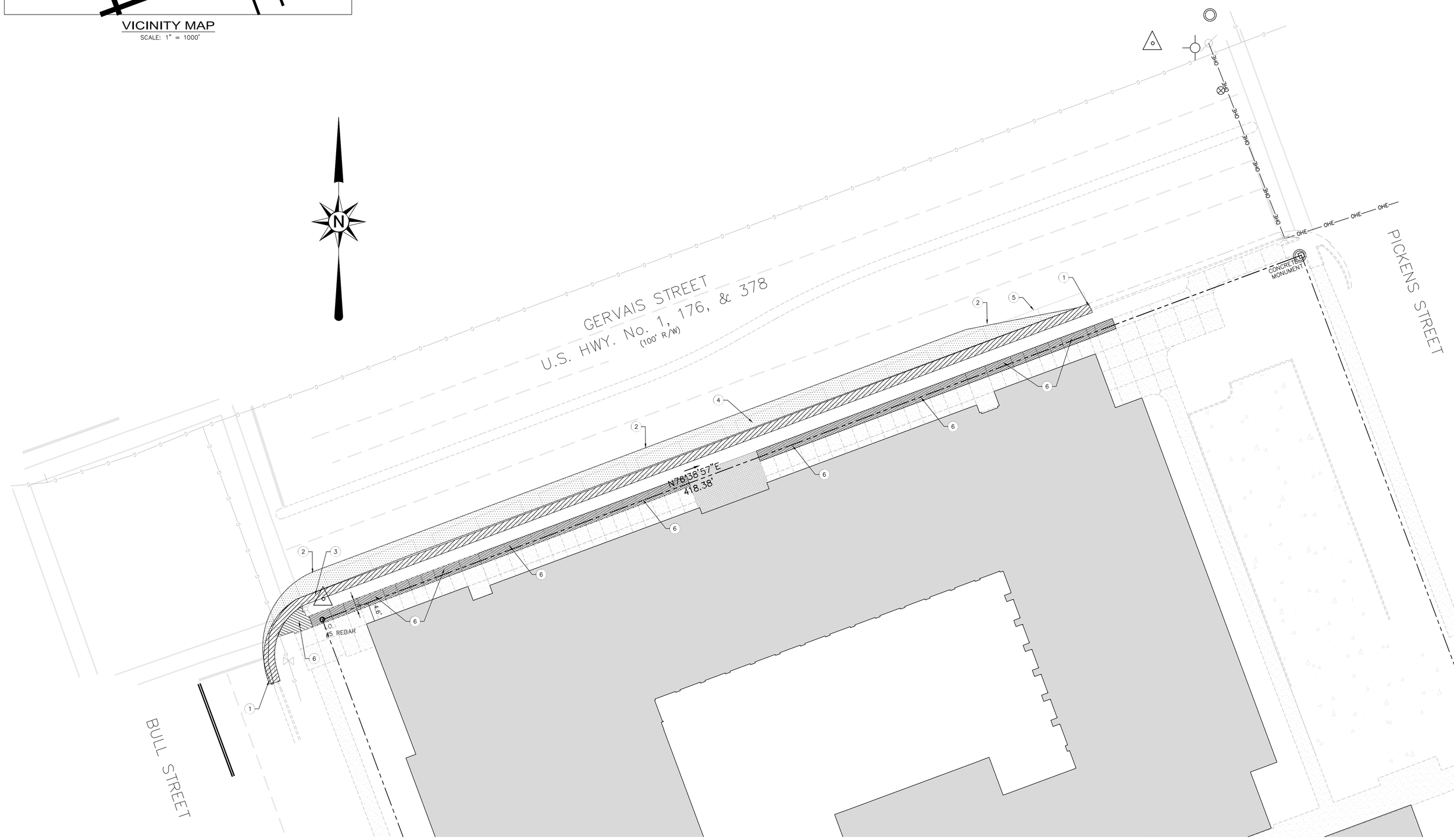
Subject Property:	Right-of-way adjacent to the 1100 blocks of Bull Street and Pickens Street and the 1500 block of Senate Street adjacent to the University of South Carolina School of Law, TMS#11401-10-01
Council District:	3
Proposal:	Request approval for the installation and maintenance driveways on each block, brick pavers, landscaping and irrigation
Applicant:	University of South Carolina
Staff Recommendation:	Approval.

Detail:	This is a request to amend Ordinance Number 2015-034 to include a turn lane and revisions to the landscape plan as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets; 2. All trees shall be protected; 3. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained; 4. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. University of South Carolina must maintain landscaping and irrigation.
Land Development	Recommend approval.
Fire	Recommend approval.



VICINITY MAP
SCALE: 1" = 1000'



TRAFFIC CONTROL NOTE

CONTRACTOR TO INSTALL TRAFFIC CONTROL PER SCDOT AND CITY TRAFFIC REQUIREMENTS. LANE CLOSURES ONLY BETWEEN THE HOURS OF 9 AM TO 4 PM. ALL TRAFFIC CONTROL TO BE IN ACCORDANCE WITH APPROVED ENCROACHMENT PERMIT.

DEMOLITION NOTES

1) THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS TO BE DEMOLISHED AND REMOVED FROM THE SITE. THE VERIFICATION PROCESS SHALL INCLUDE VISITING AND WALKING THE SITE. ALL ITEMS REQUIRING DEMOLITION/ REMOVAL, WHETHER SHOWN ON THIS PLAN OR NOT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2) PRIOR TO COMMENCEMENT OF TREE REMOVAL THE CONTRACTOR SHALL WALK THE SITE WITH THE OWNER AND/OR OWNER'S REPRESENTATIVE TO IDENTIFY TREES AND/OR VEGETATION TO REMAIN. PROTECTION OF IDENTIFIED TREES AND/OR VEGETATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3) THERE SHALL BE NO BURNING ON SITE.
4) EXISTING IMPROVEMENTS SO NOTED, ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF ACCORDING TO APPLICABLE REGULATIONS.
5) THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REMOVAL AND/OR RELOCATION OF ALL UTILITIES (ABOVE AND BELOW GROUND LEVEL) AS NECESSARY TO ACCOMMODATE THE IMPROVEMENTS SHOWN ON THESE PLANS AND AS REQUIRED TO FACILITATE CONSTRUCTION.
6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL SERVICES WHICH ARE INDICATED TO BE EXTENDED OR OTHERWISE REUSED.
7) ALL EXISTING CONCRETE AND/OR ASPHALT PAVEMENT THAT IS INDICATED ON THESE PLANS TO BE REMOVED FROM THE PROJECT SITE SHALL BE DISPOSED OF OFF SITE BY THE CONTRACTOR ACCORDING TO APPLICABLE CODES.
8) THE CONTRACTOR SHALL CONSULT THE OWNER REGARDING SALVAGE, ANY ITEMS NOT RETAINED BY THE OWNER SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DEMOLISH AND/OR LEGALLY DISPOSE OF.
9) EROSION AND SEDIMENT CONTROL DEVICES MUST BE IN PLACE PRIOR TO DEMOLITION.
10) IF ANY HAZARDOUS MATERIAL IS ENCOUNTERED DURING DEMOLITION, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND APPROPRIATE AGENCIES FOR PROPER REMOVAL AND DISPOSAL.
11) DEMOLITION SHALL MEET ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING APPLICABLE DEMO AND DISPOSAL PERMITS.
12) CONTRACTOR SHALL GRADE DEMOLISHED AREAS TO DRAIN (PIPES, PARKING, ETC.)

GENERAL NOTES

1. TOPOGRAPHIC SURVEY WAS COMPLETED BY LUCIUS COBB IN 2005 AND UPDATED ON JULY 2013 BY SURVEY ONE LLC. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.

2. PROPERTY INFORMATION
   TMS# R11401-10-01
   OWNER: UNIVERSITY OF SOUTH CAROLINA
   OWNER ADDRESS: 743 GREENE STREET
   COLUMBIA SC
   EXISTING SITE ADDRESS: 1531 SENATE STREET
   CONTACT: EMILY JONES
   PHONE: 803-777-7592
   CURRENT ZONING: C-1
   PROPOSED ZONING: C-4
   TOTAL ACREAGE: 4.05 ACRES

LEGEND

DEMOLITION	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE/RIGHT OF WAY
N/A	N/A	BUILDING
N/A		LIGHT POLE
N/A		TREE
		BITUMINOUS SURFACE
		CONCRETE SURFACE
N/A		BRICK WALKWAYS
N/A	309	CONTOUR
N/A	× (309.50)	SPOT ELEVATION
N/A		CHAIN LINK FENCE
N/A		WATER VALVE
N/A		WATER METER
N/A		UNDERGROUND ELECTRIC LINE w/LIGHT POLE
N/A		SANITARY SEWER LINE w/MANHOLE
N/A		SANITARY SEWER CLEANOUT
N/A		STORM DRAIN LINE w/STRUCTURE
(1)	N/A	KEY NOTE REFERENCE
N/A		GAS LINE

KEY NOTES

1. SAWCUT AND REMOVE EXISTING CURB AND GUTTER COMPLETE
2. SAWCUT AND REMOVE ASPHALT PAVEMENT COMPLETE
3. REMOVE EXISTING CATCH BASIN AND INSTALL NEW JUNCTION BOX AT SAME LOCATION.
4. COORDINATE WITH SCEG TO RAISE EXISTING ELECTRIC UTILITY VAULT MANHOLE ACCESS
5. BLACKOUT ANY REMAINING PARALLEL PARKING STRIPES THIS LOCATION
6. SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK.

The Palmetto Utility Protection Service, Inc.
810 Dutch Square Blvd, Suite 120 Columbia, South Carolina 29210 (803) 939-1127
South Carolina 811 Call 811 Before you Dig
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

RB TODD CONSULTING ENGINEERS
7436 Broad River Road Suite 212
Irmo, S.C. 29063
Tel 803.781.3141
Fax 803.781.3142
www.rbtodd.com

University of South Carolina
CAMPUS PLANNING AND CONSTRUCTION
COLUMBIA, SC 29208

A/E Seal
SOUTH CAROLINA
RB TODD & ASSOCIATES, INC. NO. C03047
CERTIFICATE OF AUTHORIZATION

A/E Seal
SOUTH CAROLINA
REGISTERED
CLAYTON W. CANNON
No. 22715
11/22/15

University of South Carolina
School of Law

1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9867-AC-B

No.	Description	Date
1	GERVAIS CURB MOD.	11/29/16

Project Number 2085A.0012
Drawn By CWC
Checked By CWC
Date 07/16/15

1. In the U.S. or when a measurement is shown as a fraction, it is rounded to the nearest 1/16 inch. 2. In the U.S., a "dollar amount" is shown with a dollar sign ($) and an amount. 3. In the U.S., a "percentage" is shown with a percent sign (%) and an amount. 4. In the U.S., a "date" is shown as month, day, year.

Key Plan

Drawing Title.
EXISTING CONDITIONS - GERVAIS CURB PLAN and DEMO PLAN

Drawing No.
C1.1

3/5/2014 8:16:17 AM

Packet Pg. 361

23.a

RB TODD CONSULTING ENGINEERS
7436 Broad River Road Suite 212
Irmo, S.C. 29063
Tel 803.781.3141
Fax 803.781.3142
www.rbtodd.com

University of South Carolina
CAMPUS PLANNING
AND CONSTRUCTION
COLUMBIA, SC 29208

A/E Seal

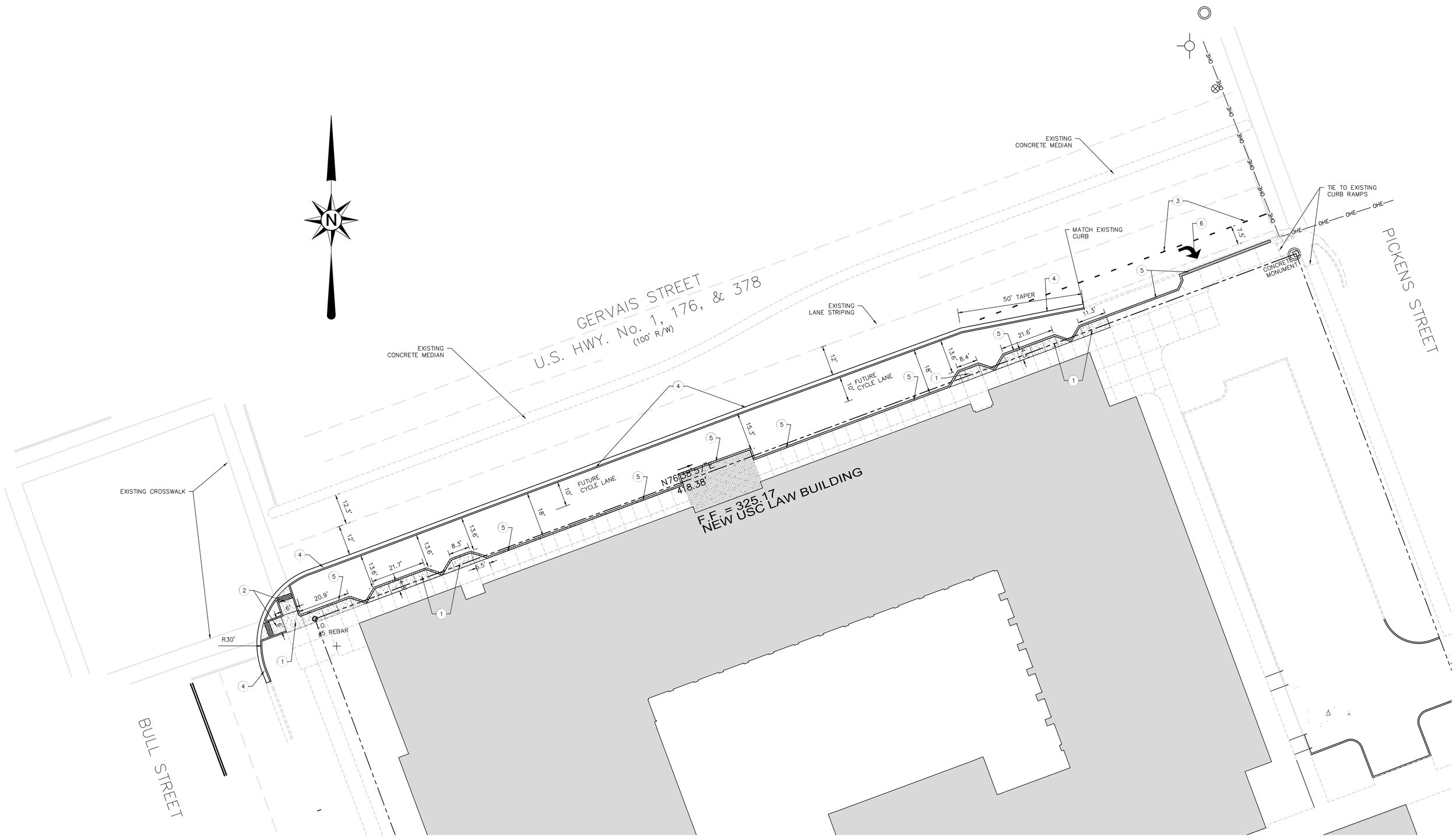
SOUTH CAROLINA
RB TODD & ASSOCIATES, INC.
No. C03047
CERTIFICATE OF AUTHORIZATION

A/E Seal

SOUTH CAROLINA
PROFESSIONAL ENGINEER
CLAYTON W. CANNON
11/22/15

GENERAL SITE NOTES

1. TOPOGRAPHIC SURVEY WAS COMPLETED BY LUCIUS COBB IN 2005 AND UPDATED ON JULY 2013 BY SURVEY ONE LLC. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.
2. PROPERTY INFORMATION
   TMS# R11401-10-01
   OWNER: UNIVERSITY OF SOUTH CAROLINA
   OWNER ADDRESS: 743 GREENE STREET
   COLUMBIA SC
   EXISTING SITE ADDRESS: 1531 SENATE STREET
   CONTACT: ANN DERRICK
   PHONE: 803-777-5811
   CURRENT ZONING: C-4
   TOTAL ACREAGE: 4.05 ACRES
   C-4 ACREAGE = 2.845 ACRES
3. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45079C0094H, DATED February 20, 2002, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
5. THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.
6. THE CONTRACTOR SHALL REFER TO ALL APPROVED ENCROACHMENT PERMITS PRIOT TO COMMENCING WITH WORK WITHIN ROAD R/W.
7. ALL MARKINGS WITHIN SCDOT R/W TO BE THERMOPLASTIC



LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		BUILDING
N/A		LIGHT POLE
		CURB AND GUTTER
		CONCRETE SIDEWALK
N/A		BITUMINUOUS SURFACE
N/A	N/A	CONCRETE SURFACE – HEAVY DUTY
N/A	N/A	PAVER SURFACE
(1)	N/A	KEY NOTE REFERENCE

KEY NOTES

1. NEW CONCRETE SIDEWALK
2. NEW CONCRETE HANDICAP RAMP and RETURN CURB WITH DETECTABLE WARNING – SEE SCDOT DETAIL 720-981-36
3. 4" WHITE SKIP STRIPING (2' STRIPE WITH 5' GAP PER SCDOT DETAIL 625-305-00
4. NEW 24" CURB & GUTTER
5. NEW BRICK HEADER BAND
6. NEW DIRECTIONAL ARROW – THERMOPLASTIC

TRAFFIC CONTROL NOTE

CONTRACTOR TO INSTALL TRAFFIC CONTROL PER SCDOT AND CITY TRAFFIC REQUIREMENTS. LANE CLOSURES ONLY BETWEEN THE HOURS OF 9 AM TO 4 PM. ALL TRAFFIC CONTROL TO BE IN ACCORDANCE WITH APPROVED ENCROACHMENT PERMIT.

The Palmetto Utility Protection Service, Inc.
810 Dutch Square Blvd, Suite 320 Columbia, South Carolina 29210 (803) 749-1177
South Carolina 811 Call 811 Before you Dig
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

No.	Description	Date
1	GERVAIS CURB MOD.	11/29/16

Project Number 2855A.002
Drawn By CWC
Checked By CWC
Date 07/16/18

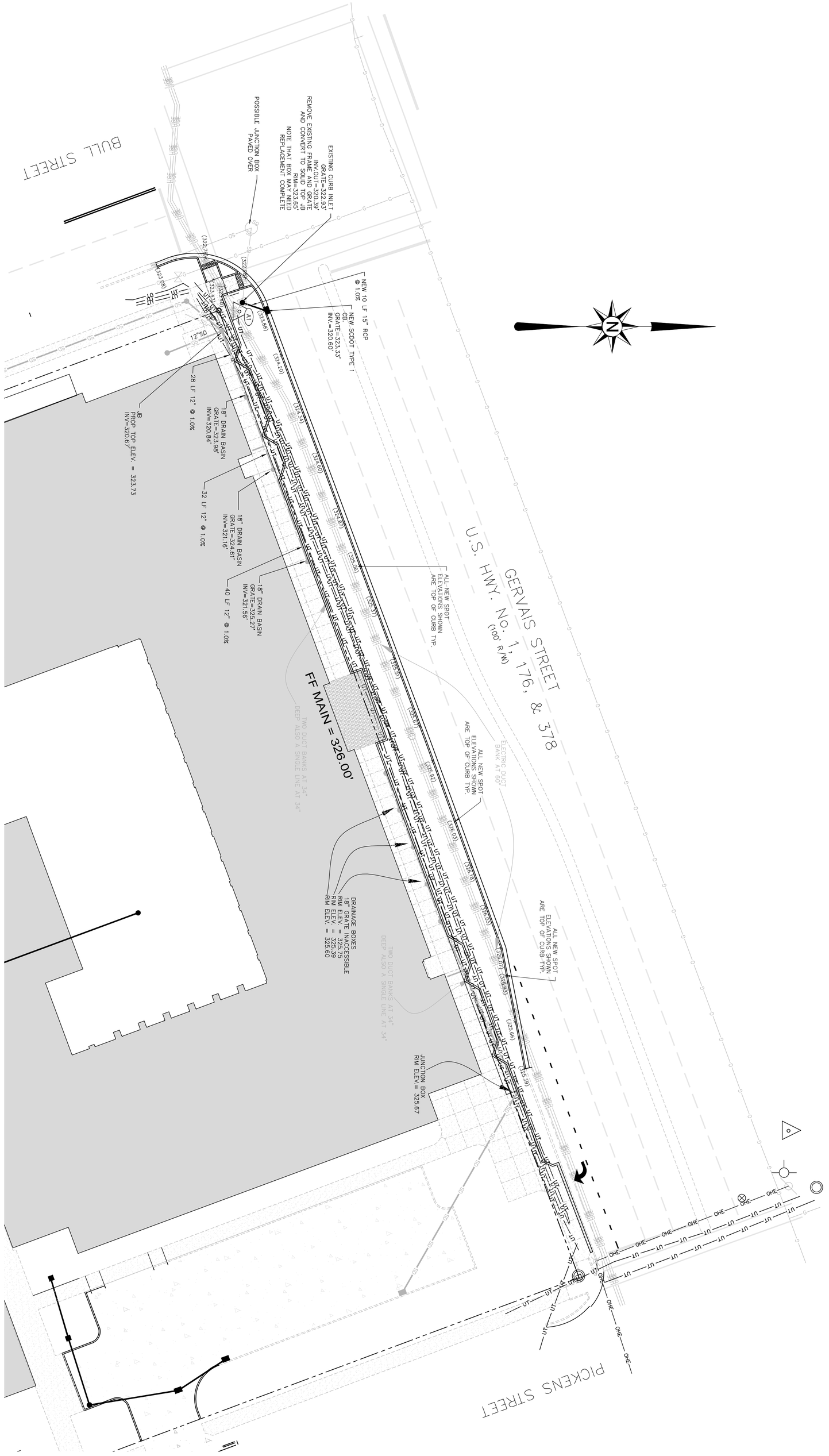
Key Plan

University of South Carolina
School of Law
1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9867-AC-B

Drawing Title.
GERVAIS CURB PLAN

Drawing No.
C2.1

3/5/2014 8:16:17 AM



NOTES

1. THE CONTRACTOR SHALL OBTAIN A COPY OF ALL APPROVED ENCROACHMENT PERMITS PRIOR TO COMMENCING WORK WITH ROAD R/W.
2. ALL WATER AND SANITARY SEWER WORK SHALL COMPLY WITH CITY OF COLUMBIA STANDARDS AND DETAILS AND TEN STATES STANDARDS AS A MINIMUM. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WITH INSTALLATION OF NEW WATER AND SANITARY SEWER UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO INSTALLATION.
3. THE CONTRACTOR SHALL OBTAIN A COPY OF ALL APPROVED PERMITS PRIOR TO COMMENCING WORK.

LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE/RIGHT OF WAY
		BUILDING
N/A		TREE
-829-	829	CONTOUR
× (829.50)	× 829.50	SPOT ELEVATION
		FIRE HYDRANT
N/A		LIGHT POLE
WV	WV	WATER VALVE
		WATER METER
	W	WATER MAIN/SERVICE
		STORM DRAIN LINE w/STRUCTURE
		SANITARY SEWER LINE w/MANHOLE
		SANITARY SEWER CLEANOUT
		CHAIN LINK FENCE
N/A		KEY NOTE REFERENCE
		RIP RAP PROTECTION

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.
20 0 10 20 40 80

The Palmetto Utility Protection Service, Inc.
810 Dutch Square Blvd, Suite 350 Columbia, South Carolina 29210 (803) 929-1117
South Carolina 811
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Irmo, S.C. 29063
Tel 803.781.3141
Fax 803.781.3142
www.rbtodd.com

Drawing No. C3.1

Drawing Title.
GERVAIS CURB GRADING AND DRAINAGE PLAN

Key Plan

No.	Description	Date
1.	GERVAIS CURB MOD.	11/29/16

Project Number 26854.002
Drawn By CWC
Checked By CWC
Date 01/16/18

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University of South Carolina
School of Law

1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9867-AC-B

A/E Seal
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER W. CANNON CLAYTON
11/29/16

A/E Seal
CERTIFICATE OF AUTHORIZATION SOUTH CAROLINA RB TODD & ASSOCIATES, INC. NO. C03047

University of South Carolina
CAMPUS PLANNING AND CONSTRUCTION
COLUMBIA, SC 29208

GENERAL SITE NOTES

1. TOPOGRAPHIC SURVEY WAS COMPLETED BY LUCIUS COBB IN 2005 AND UPDATED ON JULY 2013 BY SURVEY ONE LLC. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.

2. PROPERTY INFORMATION
   TMS# R11401-10-01
   OWNER: UNIVERSITY OF SOUTH CAROLINA
   OWNER ADDRESS: 743 GREENE STREET
   COLUMBIA SC
   EXISTING SITE ADDRESS: 1531 SENATE STREET
   CONTACT: ANN DERRICK
   PHONE: 803-777-5811
   CURRENT ZONING: C-4
   TOTAL ACREAGE: 4.05 ACRES
   C-4 ACREAGE = 2.845 ACRES

3. PARKING REQUIREMENTS:
   A. 1 PER 5 SEATS IN MAIN ASSEMBLY HALL
   298 SEATS / 5 = 60 SPACES
   B. 4 PER CLASSROOM
   15 CLASSROOMS X 4 = 60 SPACES
   C. 2 PER OFFICE
   165 OFFICES X 2 = 330 SPACES
   TOTAL REQUIRED = 60+60+330 = 450 SPACES
   DUE TO LOCATION IN CITY DD OVERLAY, CITY ALLOWS 50% REDUCTION = 225 SPACES REQUIRED

4. PARKING PROVIDED:
   A. ONSITE PARKING = 29 SPACES (INCL 7 HANDICAP)
   B. SENATE STREET GARAGE = 196 SPACES
   TOTAL PROVIDED = 225 SPACES

   6 ADDITIONAL PARKING SPACES PROVIDED IN USC PENDLETON & SENATE STREET PARKING DECKS

3. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45079C0094H, DATED February 20, 2002, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".

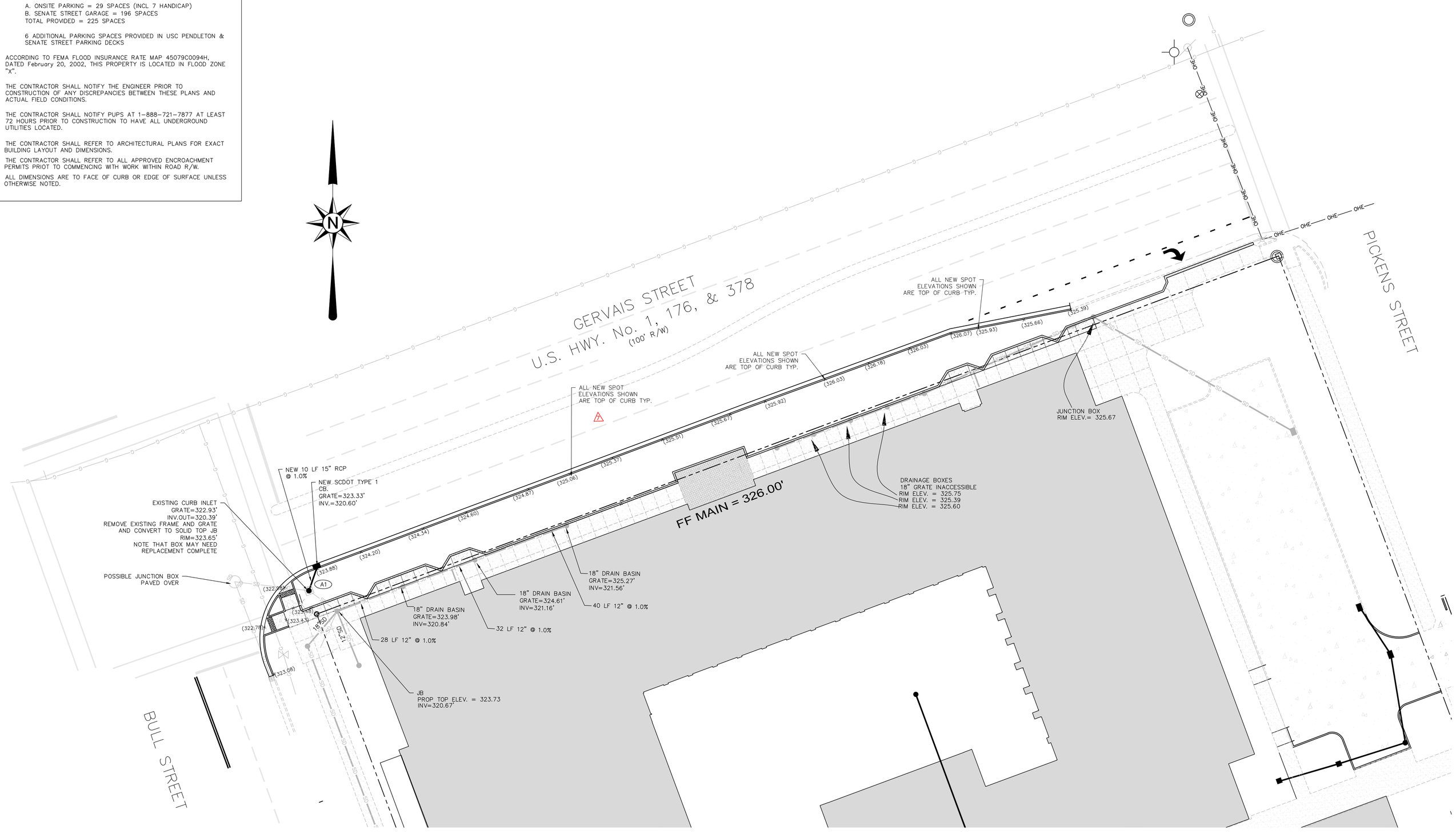
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.

5. THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.

6. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING LAYOUT AND DIMENSIONS.

7. THE CONTRACTOR SHALL REFER TO ALL APPROVED ENCROACHMENT PERMITS PRIOT TO COMMENCING WITH WORK WITHIN ROAD R/W.

8. ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF SURFACE UNLESS OTHERWISE NOTED.



NOTES

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3. THE CONTRACTOR SHALL OBTAIN A COPY OF ALL APPROVED PERMITS PRIOR TO COMMENCING WORK.
4. SEE C5.0 FOR GAS SERVICE ROUTING. GAS SERVICE AND METER INSTALLATION TO BE DONE BE SCE&G. COORDINATE SCHEDULING OF INSTALLATION ACCORDINGLY.

LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE/RIGHT OF WAY
		BUILDING
N/A		TREE
829	829	CONTOUR
× (829.50)	× 829.50	SPOT ELEVATION
		FIRE HYDRANT
N/A		LIGHT POLE
WV	WV	WATER VALVE
		WATER METER
		WATER MAIN/SERVICE
		STORM DRAIN LINE w/STRUCTURE
		SANITARY SEWER LINE w/MANHOLE
CO	CO	SANITARY SEWER CLEANOUT
		CHAIN LINK FENCE
1	N/A	KEY NOTE REFERENCE
		RIP RAP PROTECTION

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South Carolina 811 Call 811 Before you Dig
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GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

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A/E Seal
SOUTH CAROLINA PROFESSIONAL ENGINEER
RB TODD & ASSOCIATES, INC. NO. C03047
CERTIFICATE OF AUTHORIZATION

A/E Seal
SOUTH CAROLINA PROFESSIONAL ENGINEER
CLAYTON W. CANNON
No. 27782
11/22/15

University of South Carolina
School of Law
1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9867-AC-B

No.	Description	Date
1	GERVAIS_CURB_MOD.	11/29/16

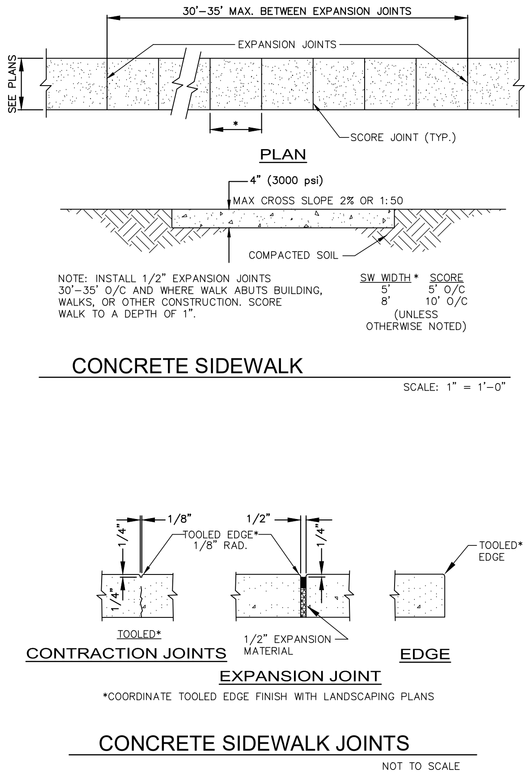
Project Number 26854.002
Designed By CWC
Checked By CWC
Date 01/16/18

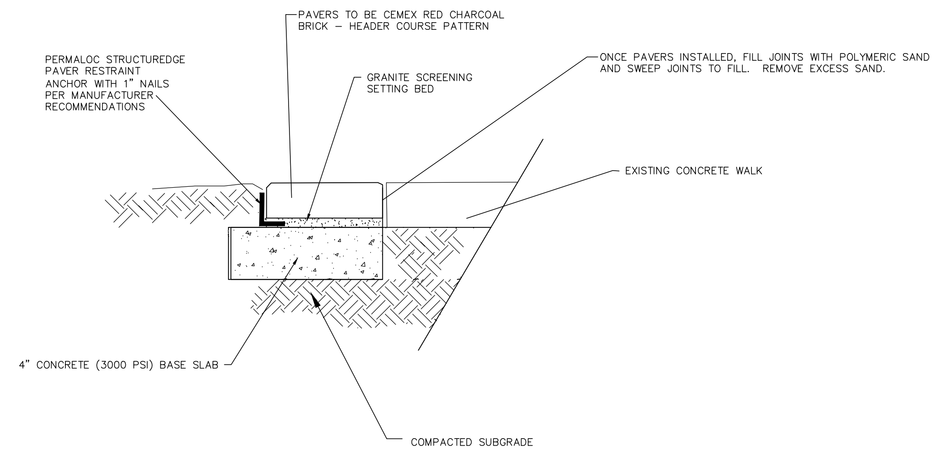
T:\projects\...\cad\c3-dwgs\c3-gervais.dwg
Plotted: 11/29/2016 8:16:17 AM By: Clayton Cannon
File: C3-GERVAIS.DWG Layout: C3.2 Model:
Last Saved: 11/29/2016 8:16:17 AM By: Clayton Cannon
Xrefs: ...\cad\c3-dwgs\c3-base.dwg

Key Plan

Drawing Title.
GERVAIS CURB GRADING AND DRAINAGE PLAN NO EXISTING UTILITY

Drawing No.
C3.2





GERVAIS ST. PAVER DETAIL
N.T.S.

REFERENCES
NATIONAL DOCUMENTS
REVISED DRAFT GUIDELINES FOR ACCESSIBLE PUBLIC RIGHTS-OF-WAY NOVEMBER, 2005
MUTCD 2009
SCDOT DOCUMENTS
SCDOT TRANSITION PLAN
QPL 61
RELATED DRAWINGS & KEYWORDS
720-929-02

THIS DRAWING IS ONLY VALID FOR CONSTRUCTION WHEN SEALED AND SIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF SOUTH CAROLINA. CHECK WWW.SCDOT.ORG FOR LATEST UPDATE.

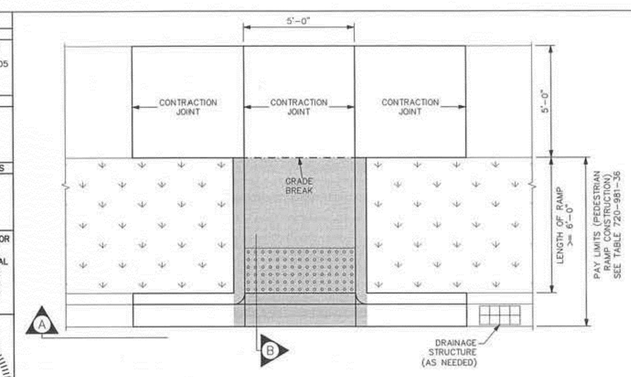
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER JAMES W. KENDRICK NO. 21242
SIGNATURE
12/8/2014
DATE

#	DATE	CHK	DESCRIPTION
6	---	---	---
5	---	---	---
4	---	---	---
3	---	---	---
2	---	---	---
1	10/14	JMG	REMOVED PAY ITEMS
0	1/13	DSD	NEW DRAWING

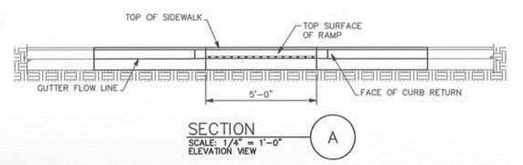
SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING
PEDESTRIAN RAMP
6'-0" OR LARGER GRASS STRIP
(PERPENDICULAR RAMP)

720-981-36
EFFECTIVE LETTING DATE: FEBRUARY, 2015

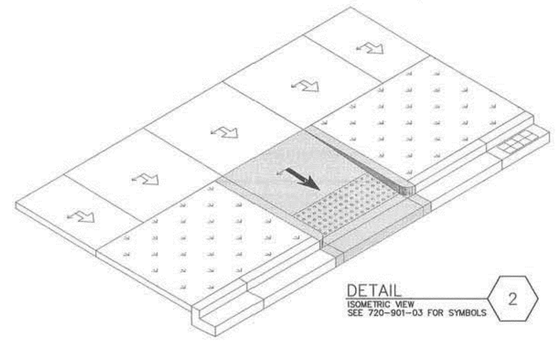


DETAIL 1
SCALE: 1/4" = 1'-0"
PLAN

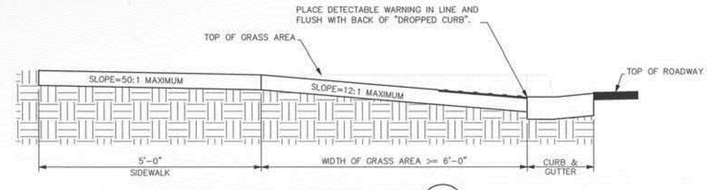


SECTION A
SCALE: 1/4" = 1'-0"
ELEVATION VIEW

NOTES:
1. SEE STANDARD DRAWINGS 720-901-XX FOR GENERAL NOTES.
2. SEE STANDARD DRAWINGS 720-91X-XX FOR INSTALLATION PROCEDURES FOR DETECTABLE WARNING SURFACE MATERIALS.
3. SEE STANDARD DRAWINGS 720-929-XX FOR VARIANTS TO THIS STANDARD.



DETAIL 2
ISOMETRIC VIEW
SEE 720-901-03 FOR SYMBOLS



SECTION B
SCALE: 1/2" = 1'-0"
SIDE ELEVATION

REFERENCES
NATIONAL DOCUMENTS
AASHTO M235
SCDOT DOCUMENTS
QUALIFIED PRODUCT LIST 14
RELATED DRAWINGS & KEYWORDS
719-001-01 TO 719-001-04

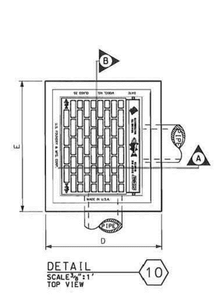
PRECONSTRUCTION SUPPORT ENGINEER
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SYLVESTER EAGLE, II NO. 8859
SIGNATURE
MARCH 2, 2009
DATE

#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
2			
1	1/2009	DSD	GENERAL REVISIONS
0	01-03-08	DSD	GENERAL REVISIONS

SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING
CATCH BASIN
TYPE 1
DETAILS

719-001-01
EFFECTIVE LETTING DATE: MAY 2009

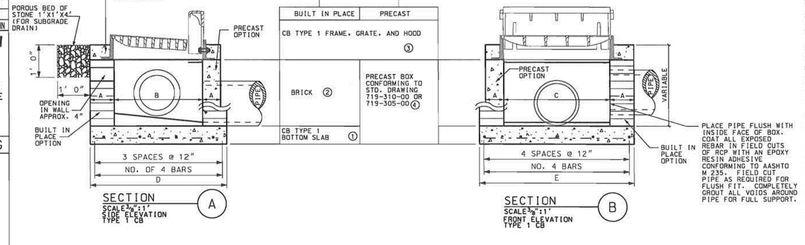


DIMENSION	BUILT IN PLACE OPTION	PRECAST OPTION
A	8"	6"
B	2'-6"	2'-6"
C	3'-0"	3'-0"
D	3'-10"	3'-6"
E	4'-4"	4'-0"

CONTRACTOR MAY USE PRECAST OR BUILT IN PLACE CONSTRUCTION NOTED ABOVE OR COMBINE OPTIONS AS DESIRED.
SEE QUALIFIED PRODUCT LIST 14 FOR MANUFACTURERS OF PRECAST ITEMS.

		BUILT IN PLACE	PRECAST
BUILT IN PLACE	① CB TYPE 1 BOTTOM SLAB (PC OR CIP 46"x52"x6")		
	② BRICK WALLS (8" THICK) (MAXIMUM 12' DEPTH)		
	③ CB TYPE 1 FRAME, GRATE, AND HOOD		
PRECAST	④ PRECAST BOX CONFORMING TO STD. DRAWING 719-310-00 OR 719-305-00		
	⑤ CB TYPE 1 FRAME, GRATE, AND HOOD		

PRECAST ITEMS
TYPE CB 1 BOTTOM SLAB (46"x52"x6")
SEE ALSO STD. DRAWING 719-310-00, 719-305-00, & 719-315-00



GENERAL NOTES:

1. FOR BUILT IN PLACE CONSTRUCTION OF THE CATCH BASINS, EITHER BRICK MASONRY (WALLS ONLY) OR CLASS 3000 CONCRETE MAY BE USED. FOR PRECAST CONSTRUCTION, A MINIMUM OF CLASS 4000P CONCRETE SHALL BE USED.

2. CONCRETE WALLS ARE TO BE 6" THICK WITH A MINIMUM REINFORCING STEEL AREA OF 0.20 SQUARE INCHES PER FOOT UNLESS NOTED. FOR BRICK, THE WALLS ARE TO BE 8" THICK. CONCRETE BRICK AND SIMILAR SOLID UNITS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C 55, GRADE S-II. THE INTERIOR DIMENSIONS ARE TO REMAIN AS SHOWN FOR EITHER TYPE OF CONSTRUCTION.

3. THE BOTTOM SLAB OF THE BOX SHALL BE A MINIMUM OF 6" THICK REINFORCED CONCRETE (CLASS 3000 OR 4000P) WITH A REINFORCING STEEL AREA OF 0.20 SQUARE INCHES PER FOOT. WIRE MESH MAY BE USED IN LIEU OF STEEL BARS PROVIDED A MINIMUM OF 0.20 SQUARE INCHES PER FOOT IS MET.

4. MORTAR SHALL BE TYPE S OR M.

5. REINFORCING STEEL SHALL BE ASTM A-706, LOW-ALLOY STEEL DEFORMED BARS FOR CONCRETE REINFORCEMENT, GRADE 60. WIRE MESH SHALL CONFORM TO AASHTO M 55 AND M 221.

6. SEE STANDARD DRAWING 719-550-00 FOR STEPS, WHICH ARE REQUIRED WHEN STRUCTURE DEPTH EXCEEDS 4'-6".

7. SEE STANDARD DRAWINGS 719-420-00 AND 719-425-00 FOR DEPTHS GREATER THAN 13'. PRECAST CIRCULAR SECTIONS MAY BE USED FOR DEPTHS GREATER THAN 13' MEASURED FROM THE TOP OF THE DRAINAGE BOX BOTTOM SLAB TO THE TOP OF THE GROUND EXCEED 13'-0".

8. LOCATION AND SIZE OF PIPES ARE SITE SPECIFIC, (SEE DRAINAGE PLANS). THE BOTTOM OF THE CATCH BASIN IS TO BE GROUTED TO THE LOWEST FLOW LINE ELEVATION OF ALL PIPES. IF BOTTOM SLAB IS CAST IN PLACE WITH PIPES INSTALLED, BOTTOM SLAB THICKNESS MUST BE ACHIEVED BEYOND PIPE OUTSIDE DIAMETER.

9. THE CONTRACT UNIT PRICE FOR CATCH BASINS SHALL INCLUDE THE COST OF FURNISHING ALL MATERIALS, LABOR, EQUIPMENT, AND INCIDENTALS NECESSARY TO CONSTRUCT AND PLACE THE STRUCTURE COMPLETE IN PLACE, AS SHOWN, INCLUDING THE CURB AND GUTTER, IN ACCORDANCE WITH THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION).

10. CASTINGS SHALL CONFORM TO AASHTO M 105. CLASS 35B AND THE SPECIFICATIONS OF AASHTO M 306.

11. (a) STEEL GRATES AND FRAME MAY BE USED IN LIEU OF CAST IRON AS LONG AS THE LOADING (NOTE 11(d)) AND HYDRAULIC REQUIREMENTS ARE MET, AND ARE ON THE DEPARTMENT'S LIST OF APPROVED PRODUCTS FOR STEEL GRATES AND FRAMES.
(b) STEEL GRATES SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH AASHTO M 111.
(c) STEEL GRATES AND FRAMES SHALL BE DIMENSIONED TO BE INTERCHANGEABLE WITH EACH OTHER AND WITH CAST IRON GRATES AND FRAME SHOWN. STEEL GRATES MUST HAVE POSITIVE MEANS TO BE RETAINED IN THE FRAME.
(d) STRENGTH REQUIREMENTS OF STEEL GRATES AND FRAMES MUST MEET AASHTO M 306; HOWEVER, THE MANUFACTURER OF THE STEEL GRATE AND FRAME SHALL BE LISTED FOR PRODUCT LIST 14. SHOULD CONTACT THE MATERIALS AND RESEARCH ENGINEER FOR PROCEDURES.

12. AFTER THE FRAME AND HOOD ARE SET, THE FINAL 4" OF CLASS 3000 CONCRETE IS TO BE POURED FLUSH WITH THE OUTSIDE EDGE OF THE CATCH BASIN ON ALL SIDES. PROVIDE PROTECTION FOR BOLTS AND NUTS AT FRAME ADJUSTMENT SLOTS. BOLTS AND NUTS SHALL MEET ASTM A-307 AND WILL BE GALVANIZED ACCORDING TO AASHTO M 232.

13. GRATE OPENINGS EXCEED 1/2" AND ARE NOT SUITABLE FOR PEDESTRIAN TRAFFIC.

14. ALL MANUFACTURING PROCESS FOR THE FRAME, GRATE, AND HOOD MUST OCCUR IN THE UNITED STATES.

15. SEE STANDARD DRAWING 719-305-00 OR 719-310-00 FOR MAXIMUM PIPE DIAMETERS. THE PIPE SIZES SHOWN ARE MAXIMUM FOR BRICK AND PRECAST BOXES WHEN PIPE ENTERS PERPENDICULAR AND AT THE CENTER OF THE BOX WALL. CONTRACTOR SHOULD CONFIRM THAT PIPE USED FITS APPROPRIATELY INTO BOX.

16. ADDITIONAL MATERIAL AND LABOR TO CONSTRUCT FLARED GUTTER TO BE INCLUDED IN THE PAY ITEM CATCH BASIN TYPE 1.

PRECAST NOTES:

17. SUPPLY PRECAST CONCRETE COMPONENTS FOR DRAINAGE ITEMS AT EACH LOCATION FROM A SINGLE SOURCE PRECAST MANUFACTURER THAT HAS BEEN INSPECTED AND APPROVED BY THE MATERIALS AND RESEARCH ENGINEER. SUPPLY ALL INTERCHANGEABLE PRECAST PARTS ON ENTIRE PROJECT FROM A SINGLE SOURCE MANUFACTURER LISTED ON QUALIFIED PRODUCT LIST 14 UNLESS APPROVED BY RCE. ITEMS FROM MORE THAN ONE MANUFACTURER SHOULD NOT BE INSTALLED IN INDIVIDUAL LOCATIONS.

18. THE USE OF PRECAST UNITS WILL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF SATISFYING THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS. SEE NOTE 12 FOR PRECAST CONCRETE DRAINAGE BOX OR STRUCTURE FOR ADDITIONAL DETAILS AND SPECIFICATIONS.

19. LIFT HOLES AND/OR DEVICES MAY BE PLACED AS NECESSARY. ALL LIFTING DEVICES SHALL BE DESIGNED BY THE PRECAST PRODUCER TO COMPLY WITH OSHA REGULATIONS. ALL LIFTING METHODS MUST MEET OSHA REGULATIONS.

20. THE CONTRACTOR SHALL USE A SINGLE SOURCE MANUFACTURER CHOSEN FROM QUALIFIED PRODUCT LIST FOR PRECAST ITEMS ON THIS DRAWING.

21. PRECAST MANUFACTURER SHALL FOLLOW QUALIFIED PRODUCT POLICY 14.

22. CONTRACTOR MAY SUBMIT DESIGN DRAWINGS AND CALCULATIONS FOR MODIFICATIONS TO THIS ITEM ONLY IF PRODUCT IS LISTED ON QUALIFIED PRODUCT LIST 14. COMMERCIAL MAY BE LISTED ON ANY QUALIFIED PRODUCT LIST. SUBMIT ALL PROPOSALS FOR PRODUCT SPECIFIC MODIFICATIONS TO THE RESIDENT ENGINEER FOR REVIEW BY THE ENGINEER OF RECORD.

23. JOINTS BETWEEN INSTALLED AND PRECAST ITEMS TO BE PLACED SHALL BE SEALED WITH 1/2" GROUT LIST QPA AN APPROPRIATE PLASTIC PREFORMED GASKET FROM QUALIFIED PRODUCT LIST 14.

PRECAST INSTALLATION NOTES:

24. BED SHALL BE PROPERLY GRADED AND COMPACTED FOR PRECAST DRAINAGE STRUCTURE AS REQUIRED BY SCDOT STANDARD SPECIFICATIONS. THE TOP OF BED OR BASE UNDER PRECAST DRAINAGE STRUCTURE SHALL BE APPROPRIATE TO ACCOMMODATE ELEVATION OF ALL PIPES AND REQUIRED BOX TOP ELEVATION.

25. PLACE AND LEVEL PRECAST BOX.

26. PIPES SHALL BE INSTALLED AND GROUTED IN PLACE.

27. PIPES AND BOX SHALL BE BACKFILLED AND COMPACTED AS REQUIRED BY SCDOT STANDARD SPECIFICATIONS.

28. ANY LOCATION WHERE THE ABOVE REQUIREMENTS CANNOT BE MET SHALL BE COMPLETED USING CAST IN PLACE MATERIALS MEETING THE REQUIREMENTS OF THIS STANDARD DRAWING. ANY ADDITIONAL COSTS INCURRED TO MEET THESE REQUIREMENTS IN THE USE OF PRECAST WILL BE PAID FOR BY THE CONTRACTOR AND MAY NOT BE CHARGED TO SCDOT.

29. PRECAST CONCRETE CIRCULAR STRUCTURES (AS SHOWN ON 719-420-00)
ARE REQUIRED FOR THE FOLLOWING APPLICATIONS UNLESS PROHIBITED BY THE PLANS OR SPECIAL PROVISIONS.

(a) ON DRAINAGE STRUCTURES WITH A DEPTH EQUAL TO OR GREATER THAN 12 FEET.

(b) ON DRAINAGE STRUCTURES WHERE THE FLOW LINE ELEVATION OF THE INLET PIPE IS EQUAL TO OR HIGHER THAN THE INSIDE TOP (SOFFIT) OF THE OUTLET PIPE.

(c) AS REQUIRED BY THE PROJECT PLANS.

30. THE PAY ITEM SHALL BE:
CATCH BASIN TYPE 1 _____ EA

University of South Carolina
CAMPUS PLANNING AND CONSTRUCTION
COLUMBIA, SC 29208

A/E Seal
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
RB TODD & ASSOCIATES, INC. NO. C03047
CERTIFICATE OF AUTHORIZATION

A/E Seal
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
CLAYTON W. CANNON
NO. 27715
11/22/15

University of South Carolina
School of Law
1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9867-AC-B

No.	Description	Date
1	GERVAIS CURB MOD.	11/29/16

Project Number 26854.002
Drawn By CWC
Checked By CWC
Date 07/16/18

T:\cadd\dwl_cad\C4.0-Details1.dwg plotted on 11/29/2016 at 11:23:28 AM by Christopher Cannon
T:\cadd\dwl_cad\C4.1-Details2.dwg plotted on 11/29/2016 at 11:23:28 AM by Christopher Cannon

Key Plan

Drawing Title.
GERVAIS ST. DETAILS

Drawing No.
C4.1

3/5/2014 8:16:17 AM

Packet Pg. 365

23.a

REFERENCES
NATIONAL DOCUMENTS

SCDOT DOCUMENTS
QPL 81
RELATED DRAWINGS & KEYWORDS

THIS DRAWING IS ONLY VALID FOR CONSTRUCTION WHEN SEALED AND SIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF SOUTH CAROLINA. CHECK WWW.SCDOT.ORG FOR LATEST UPDATE.

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER NO. 21242 JAMES W. KENDALL JR.

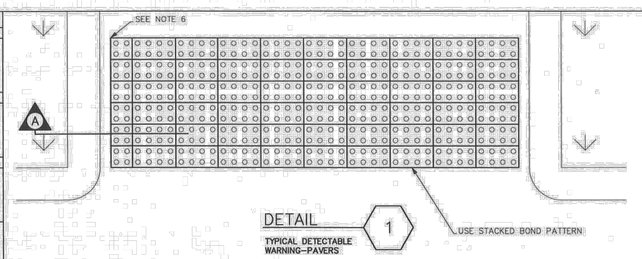
SIGNATURE
12/10/2014
DATE

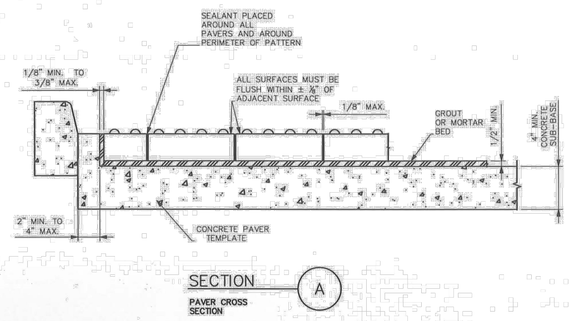
#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
2			
1	12/2014	JWK	MODIFIED NOTES
0	8/2012	DSD	NEW DRAWING

SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING
DETECTABLE WARNING MATERIAL GROUTED PAVER

720-911-01
EFFECTIVE LETTING DATE | FEBRUARY, 2015





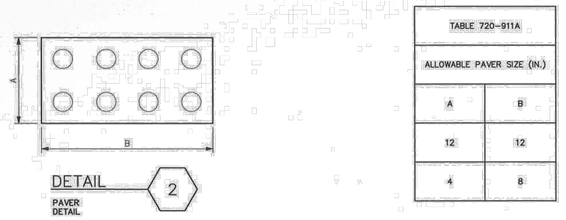


TABLE 720-911A	
ALLOWABLE PAVER SIZE (IN.)	
A	B
12	12
4	8

NOTES:

1. SEE SHEETS 720-901-XX FOR GENERAL NOTES. USE PAVER STYLE WARNING LISTED ON SCDOT QUALIFIED PRODUCT LIST 81 ONLY ON RECTANGULAR WARNING PATTERNS WHICH SPECIFICALLY ALIGN WITH THE DIRECTION OF PEDESTRIAN TRAVEL. DETECTABLE WARNING PATTERN FOLLOWING A CURVE SHALL NOT BE USED WHERE ESTABLISHED TO CONFORM TO REQUIREMENTS OF DOME SPACING AND DOME ALIGNMENT LISTED IN THE REVISED DRAFT GUIDELINES FOR ACCESSIBLE PUBLIC RIGHTS OF WAY. CONTRACTOR MUST SUPPLY PAVER PATTERN TO THE DEPARTMENT FOR REVIEW BEFORE ORDERING PAVERS.
2. FOLLOW DETECTABLE WARNING MATERIAL MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THESE STANDARD DRAWINGS. WHERE CONFLICTS EXIST BETWEEN INSTALLATION PROCEDURES, PROVIDE A CERTIFICATION LETTER FORM THE MANUFACTURER STATING THE APPROPRIATE PROCEDURE(S) AND JUSTIFICATION THAT THE PROPOSED PROCEDURE WILL IMPROVE LONG TERM PERFORMANCE. NOTE TO RCE: SUBMIT A COPY OF THE CERTIFICATION LETTER TO THE DESIGN STANDARDS OFFICE SO THAT FUTURE DRAWINGS CAN MINIMIZE CONFLICTS.
3. USE PAVERS ONLY IN LOCATIONS OUTSIDE OF VEHICULAR TRAFFIC.
4. CONSTRUCT CONCRETE PAVER TEMPLATE AS DIRECTED BY THE PAVER MANUFACTURE WHILE MEETING THE MINIMUM GEOMETRY SHOWN.
5. POUR THE SURROUNDING SIDEWALK AND GUTTER APPROACH FLUSH WITH THE TOP OF THE PAVERS TEMPLATE.
6. MINIMIZE THE USE OF FIELD CUT PIECES UNLESS SPECIFIED IN THE PLANS OR SPECIAL PROVISIONS, INSTALL ALL FIELD CUT EDGES ALONG ONLY ONE SIDE OF THE WARNING PATTERN. CUT WARNING SURFACE TO MEET THE REQUIRED GEOMETRY OF THE RAMP WHILE MINIMIZING THE CUTTING OF DOMES.
7. INSTALL THE PAVERS IN A MINIMUM 1/2" THICK BED OF TYPE S MORTAR OR NON SHRINK GROUT AS DIRECTED BY THE PAVER MANUFACTURER.
8. THE BASE OF EACH BLOCK IS TO BE TIGHT AGAINST THE ADJOINING BLOCK.
9. APPLY SEALANT SPECIFIED BY MANUFACTURER AROUND ALL JOINTS AND PERIMETER OF WARNING PATTERN.

REFERENCES
NATIONAL DOCUMENTS

SCDOT DOCUMENTS

RELATED DRAWINGS & KEYWORDS
150-205-00, 720-905-02

PRECONSTRUCTION SUPPORT ENGINEER

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 21242 JAMES W. KENDALL JR.

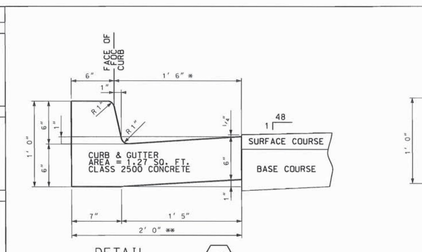
SIGNATURE
AUGUST 23, 2012
DATE

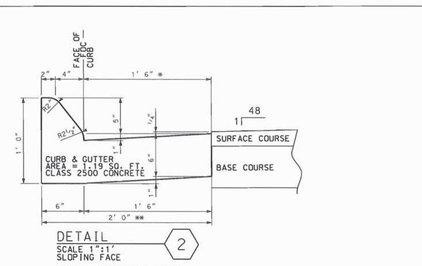
#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
2			
1	8/2012	DSD	REVISED DETAIL 5
0	3/2008	DSD	GENERAL REVISIONS

SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

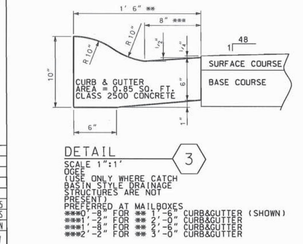
STANDARD DRAWING
CURB & GUTTER (CONCRETE)

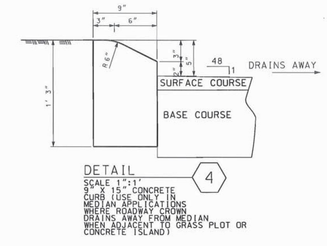
720-105-01
EFFECTIVE LETTING DATE | JAN. 2015





NOTES:
1. USE CONCRETE CURB AND GUTTER WITH VERTICAL FACE UNLESS OTHERWISE NOTED.
2. USE MINIMUM CLASS 2500 CONCRETE.
3. USE 1' TRANSITION AT END OF RADII ON INTERSECTING STREETS AND WHERE CURB IS 6 FEET OR GREATER FROM MAINLINE TRAVEL LANE.
4. USE 10' TRANSITION WHERE CURB IS LESS THAN 6 FEET FROM MAINLINE TRAVEL LANE.
5. INCLUDE COST OF WORK TO CONSTRUCT TRANSITIONS IN THE COST PER LF OF CURB AND GUTTER.
6. DEVELOP GUTTER SLOPE ON HIGH SIDE OF SUPERELEVATION AS SHOWN ON STANDARD DRAWING 150-205-00, EXCEPT ON CURB & GUTTER.
7. USE DETECTABLE WARNINGS AS REQUIRED ON STANDARD DRAWINGS 720-905-XX.
8. WHEN MAILBOXES ARE PRESENT, USE APPROPRIATE CURB TYPE. INSTALL MAILBOXES BEHIND CURB OR SIDEWALK AS SHOWN ON STANDARD DRAWING 203-905-00.
9. PAY ITEMS (MAY NOT BE COMPLETE LIST OF PAY ITEMS):
7201100 CONCRETE CURB AND GUTTER (1'-6") VERTICAL FACE ------LF
7203110 CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE ------LF
7203410 CONCRETE CURB AND GUTTER (1'-6") SLOPING FACE ------LF
7203510 CONCRETE CURB AND GUTTER (2'-0") SLOPING FACE ------LF
7203520 CONCRETE CURB AND GUTTER (1'-6") SLOPING FACE ------LF
7203530 CONCRETE CURB AND GUTTER (2'-0") SLOPING FACE ------LF
7203540 CONCRETE CURB AND GUTTER (1'-6") DOZE ------LF
7203550 CONCRETE CURB AND GUTTER (2'-0") DOZE ------LF
7203560 CONCRETE CURB AND GUTTER (1'-6") DOZE ------LF
7203570 CONCRETE CURB AND GUTTER (2'-0") DOZE ------LF
FOR CURB ONLY
7201000 CONCRETE CURB (9"x 15") ------LF
FOR CONCRETE MEDIAN
7206000 CONCRETE MEDIAN ------SY
7208100 CONCRETE MEDIAN OVERLAY ------SY

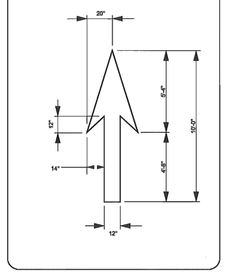




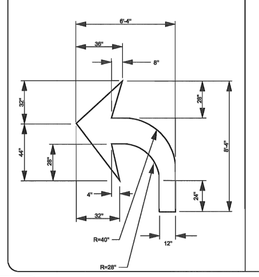
STANDARD PAVEMENT MARKINGS

FOR ARROWS & ONLY(S)

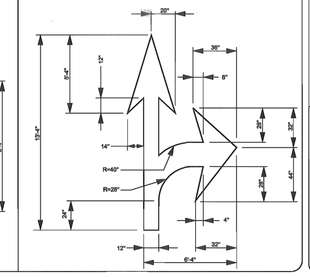
STRAIGHT ARROW



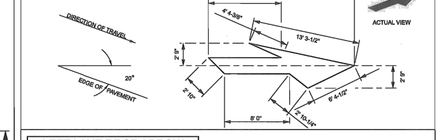
RIGHT OR LEFT TURN ARROW



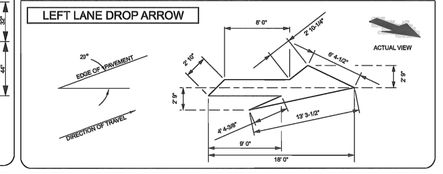
COMBINATION STRAIGHT AND LEFT OR RIGHT TURN ARROW



RIGHT LANE DROP ARROW



LEFT LANE DROP ARROW



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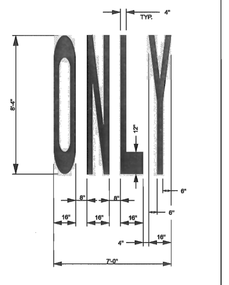
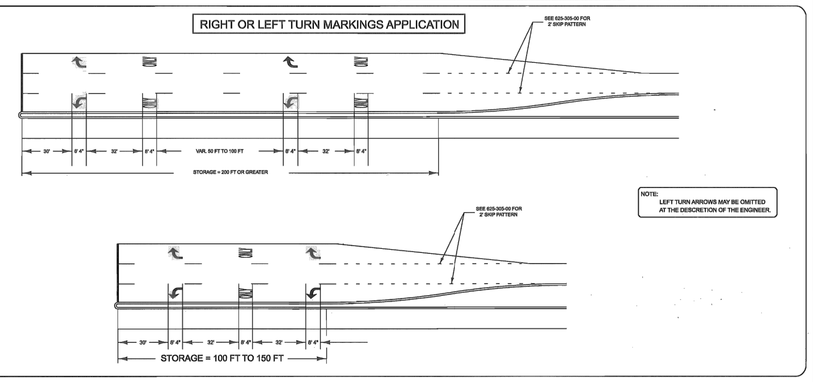


RIGHT OR LEFT TURN MARKINGS APPLICATION



NOTE:
LEFT TURN ARROWS MAY BE OMITTED AT THE DISCRETION OF THE ENGINEER.

THIS DRAWING IS NOT TO SCALE

REFERENCES

SIGNING AND MARKING ENGINEER

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER NO. 23845 MARK H. ANTHONY

SIGNATURE
1-20-05
DATE

#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
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0			

SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING

FOR ARROWS & ONLY(S)

625-410-00
EFFECTIVE LETTING DATE | MAY 2009

REFERENCES
NATIONAL DOCUMENTS
AASHTO M 235
SCDOT DOCUMENTS
QUALIFIED PRODUCT LIST 14
RELATED DRAWINGS & KEYWORDS
719-505-01, 719-505-03, 719-420-00

PRECONSTRUCTION SUPPORT ENGINEER

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER NO. 8858 WILLIAM SYLVESTER EAGLE, II

SIGNATURE
MARCH 3, 2009
DATE

#	DATE	CHK	DESCRIPTION
6			
5			
4			
3			
2			
1	1/2009	DSD	GENERAL REVISIONS
0	3/2008	DSD	GENERAL REVISIONS

SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201

STANDARD DRAWING
DRAINAGE ACCESS MANHOLE HEAVY DUTY DRAINAGE STRUCTURE

719-505-01
EFFECTIVE LETTING DATE | MAY 2009

SEE QUALIFIED PRODUCT LIST 14 FOR MANUFACTURERS OF PRECAST ITEMS.

BUILT IN PLACE
① BOTTOM SLAB (CIP VARIABLE OR PC 100" DIA.X 6")
AND
② BRICK WALLS (8") (MAX 12' DEPTH)

PRECAST
③ 48" DIA. CIRCULAR DRAINAGE BASE (CONFORMING TO STD. DRAWING 719-420-00)
AND
④ 48" DIA. CIRCULAR RISER (CONFORMING TO STD. DRAWING 719-420-00)
AND
⑤ MANHOLE PC ECCENTRIC CONE

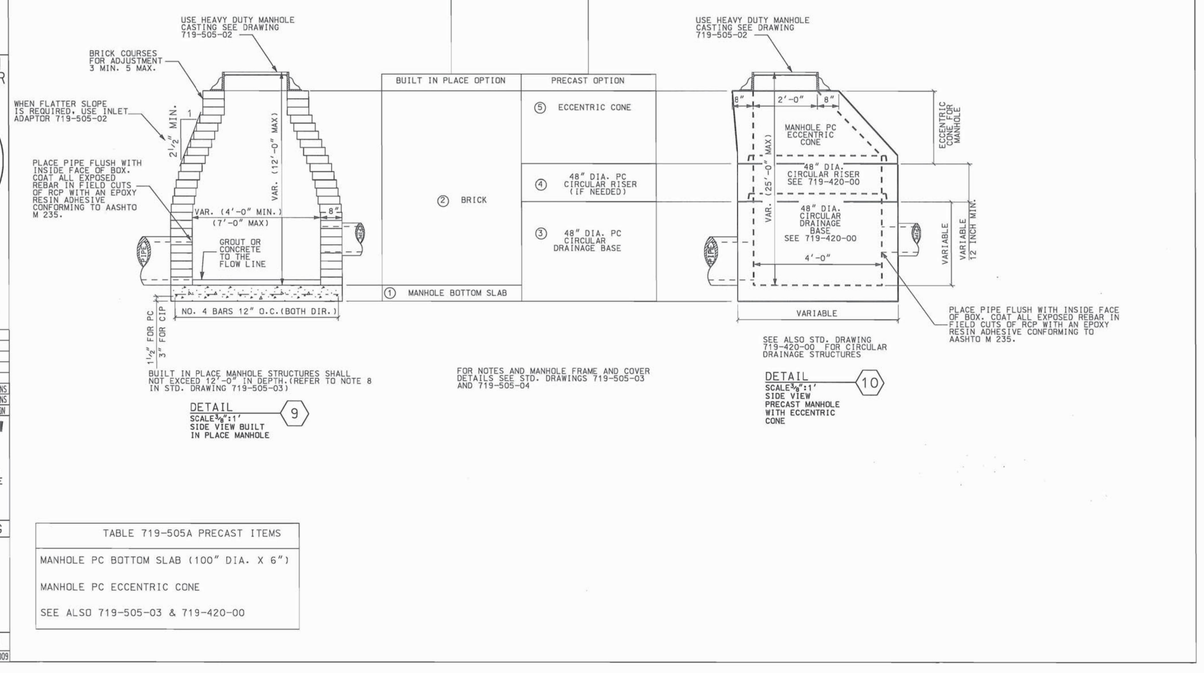


TABLE 719-505A PRECAST ITEMS
MANHOLE PC BOTTOM SLAB (100" DIA. X 6")
MANHOLE PC ECCENTRIC CONE
SEE ALSO 719-505-03 & 719-420-00

University of South Carolina
CAMPUS PLANNING AND CONSTRUCTION
COLUMBIA, SC 29208

RB TODD & ASSOCIATES, INC. NO. C03047

A/E Seal

SOUTH CAROLINA PROFESSIONAL ENGINEER CLAYTON W. CANNON 27178 11/22/15

A/E Seal

Key Plan

University of South Carolina
School of Law

1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9867-AC-B

No.	Description	Date
1	GERVAIS CURB MOD.	11/29/16

Project Number 26854.002
Drawn By CWC
Checked By CWC
Date 07/16/18

T:\Jobs\In_use\ 0-Status\1-Open\univ of sc law school\26854.002 gervais st\cad\dgn\26854.002 gervais st details.dgn 11/29/2016 3:23:26 PM jmh2 [Hot] jmh2@rbtodd.com

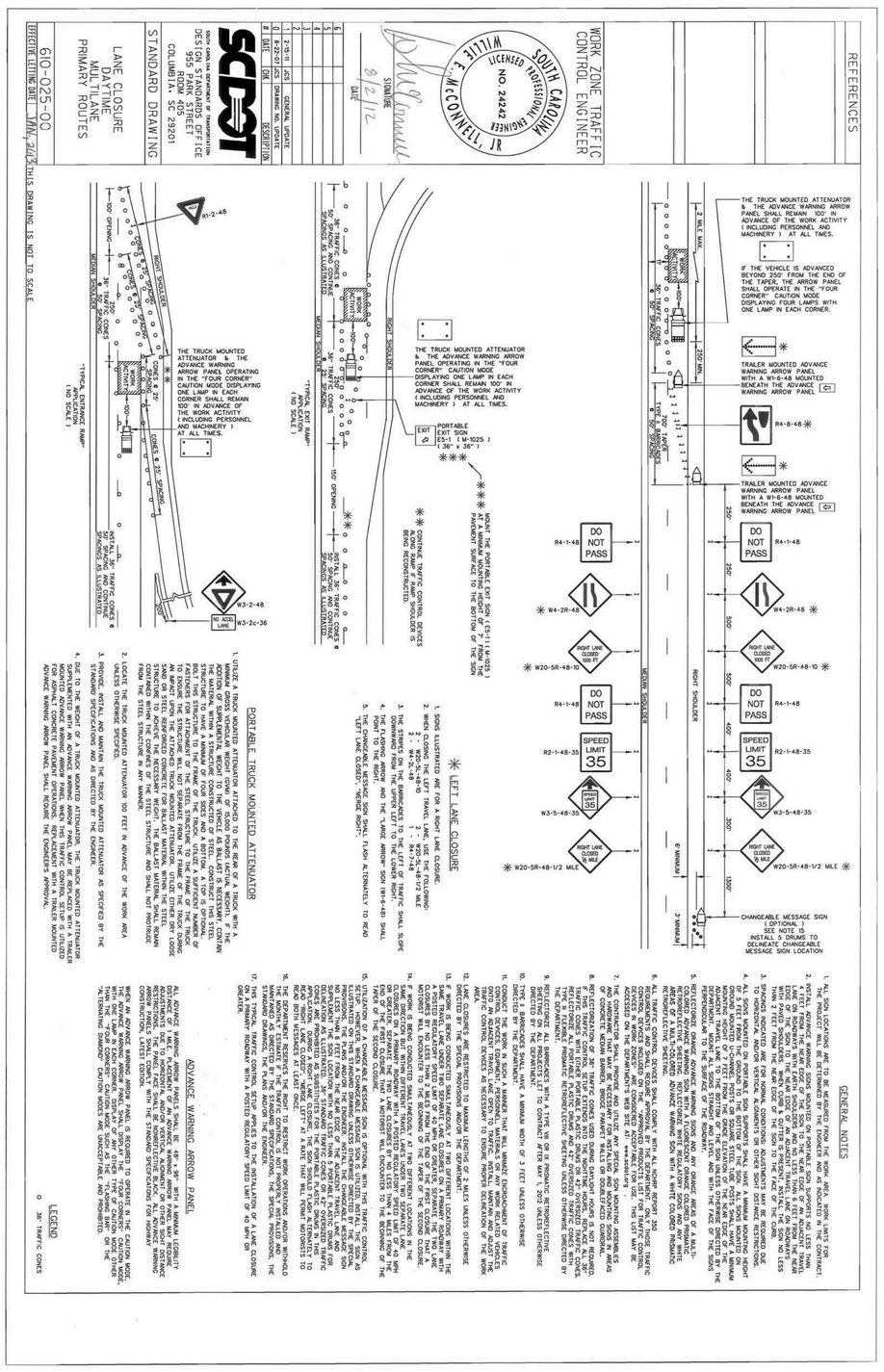
Drawing Title.
GERVAIS ST. DETAILS

Drawing No.
C4.2

3/5/2014 8:16:17 AM

Packet Pg. 366

23.a


REFERENCES
WORK ZONE TRAFFIC CONTROL ENGINEER
SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER NO. 24242 WILLIE E. McCONNELL, JR
SIGNATURE
8/2/12
DATE
SCDOT
South Carolina Department of Transportation
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201
STANDARD DRAWING
LANE CLOSURE
DAYTIME
MULTILANE
PRIMARY ROUTES
610-025-00
EFFECTIVE EDITING DATE: JAN. 2015
THIS DRAWING IS NOT TO SCALE
DATE DR. DRAWING NO. UPDATE DESCRIPTION
0 1-15-01 JCS ORIGINAL UPDATE
1 4-25-07 JCS DRAWING NO. UPDATE
2 2-11-11 JCS GENERAL UPDATE
3 5-28-30 JCS CORRECTION
4
5
6
THE TRUCK MOUNTED ATTENUATOR & THE ADVANCE WARNING ARROW PANEL SHALL REMAIN 100' IN ADVANCE OF THE WORK ACTIVITY (INCLUDING PERSONNEL AND MACHINERY) AT ALL TIMES.
IF THE VEHICLE IS ADVANCED BEYOND 250' FROM THE END OF THE TAPER, THE ARROW PANEL SHALL OPERATE IN THE "FOUR CORNER" CAUTION MODE DISPLAYING FOUR LAMPS WITH ONE LAMP IN EACH CORNER.
TRAILER MOUNTED ADVANCE WARNING ARROW PANEL WITH A W1-6-48 MOUNTED BENEATH THE ADVANCE WARNING ARROW PANEL
PLACE THE TRAILER MOUNTED ADVANCE WARNING ARROW PANEL AS NEAR THE BEGINNING OF THE TAPER AS PRACTICAL WITHOUT ENCROACHING UPON THE SHOULDER AREA WHEN A SIDEWALK IS PRESENT OR BLOCKING THE VISIBILITY OF ANY BARRICADES WITHIN THE TAPER
CHANGEABLE MESSAGE SIGN (OPTIONAL) SEE NOTE 15 INSTALL 5 DRUMS TO DELINEATE CHANGEABLE MESSAGE SIGN LOCATION
2 MILE MAX.
150' MIN.
200'
250'
500'
450'
400'
350'
1300'
6' MINIMUM
3' MINIMUM
W4-2R-48
W20-5R-48-A
W20-1-48-A
RIGHT LANE CLOSED AHEAD
ROAD WORK AHEAD
CURB & GUTTER with SIDEWALK
PAVED MEDIAN
SIDE STREET
R4-1-48
DO NOT PASS
R2-1-48-35
SPEED LIMIT 35
W3-5-48-35
W20-5R-48-1/2 MILE
R1-2-48
W3-2-48
W3-2c-36
NO ACCEL LANE
RIGHT SHOULDER
MEDIAN SHOULDER
"TYPICAL EXIT RAMP" APPLICATION (NO SCALE)
"TYPICAL ENTERING RAMP" APPLICATION (NO SCALE)
"TYPICAL SIDE STREET" APPLICATION (NO SCALE)
36" TRAFFIC CONES @ 25' SPACING
100' OPENING
150' OPENING
INSTALL 36" TRAFFIC CONES @ 50' SPACING AS ILLUSTRATED
CONES @ 25' SPACING
CONES @ 50' SPACING
CONTINUE TRAFFIC CONTROL DEVICES ALONG RAMP IF RAMP SHOULDER IS BEING RECONSTRUCTED.
MOUNT THE PORTABLE EXIT SIGN (E5-1) (M-1025) AT A MINIMUM MOUNTING HEIGHT OF 7' FROM THE BOTTOM OF THE SIGN TO THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN
PORTABLE EXIT SIGN E5-1 (M-1025) (36" x 36")
THE TRUCK MOUNTED ATTENUATOR & THE ADVANCE WARNING ARROW PANEL OPERATING IN THE "FOUR CORNER" CAUTION MODE DISPLAYING ONE LAMP IN EACH CORNER SHALL REMAIN 100' IN ADVANCE OF THE WORK ACTIVITY (INCLUDING PERSONNEL AND MACHINERY) AT ALL TIMES.
NO LESS THAN FOUR SUPPLEMENTAL DRUMS ALIGNED TO CREATE A TAPER NO LESS THAN 50'
TYPE III BARRICADES
GENERAL NOTES
1. ALL SIGN LOCATIONS ARE TO BE MEASURED FROM THE WORK AREA. WORK LIMITS FOR THE PROJECT WILL BE DETERMINED BY THE ENGINEER AND AS INDICATED IN THE CONTRACT.
2. INSTALL ADVANCE WARNING SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS NO LESS THAN 7 FEET AND NO MORE THAN 9 FEET FROM THE NEAR EDGE OF THE NEAREST TRAVEL LANE ON ROADWAYS WITH EARTH SHOULDERS AND NO LESS THAN 6 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE ON ROADWAYS WITH PAVED SHOULDERS, WHEN CURB & GUTTER IS PRESENT, INSTALL THE SIGN NO LESS THAN 2 FEET FROM THE NEAR EDGE OF THE SIGN TO THE FACE OF THE CURB.
3. SPACINGS INDICATED ARE FOR NORMAL CONDITIONS. ADJUSTMENTS MAY BE REQUIRED DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENTS OR OTHER SIGHT DISTANCE RESTRICTIONS.
4. ALL SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 7 FEET FROM THE GROUND TO THE BOTTOM OF THE SIGN. ALL SIGNS MOUNTED ON GROUND MOUNTED U-CHANNEL POSTS OR SQUARE STEEL TUBE POSTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 7 FEET FROM THE GRADE ELEVATION OF THE NEAR EDGE OF THE ROADWAY TO THE BOTTOM OF THE SIGN. ALL SIGNS MOUNTED ON GROUND MOUNTED U-CHANNEL POSTS OR SQUARE STEEL TUBE POSTS SHALL BE INSTALLED VERTICALLY AND WITH THE FACE OF THE SIGN PERPENDICULAR TO THE SURFACE OF THE ROADWAY.
5. REFLECTORIZE ORANGE ADVANCE WARNING SIGNS AND ANY ORANGE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A FLUORESCENT ORANGE COLORED PRISMATIC RETROREFLECTIVE SHEETING. REFLECTORIZE WHITE REGULATORY SIGNS AND ANY WHITE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A WHITE COLORED PRISMATIC RETROREFLECTIVE SHEETING.
6. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH ALL NCHRP REPORT 350 REQUIREMENTS AND SHALL REQUIRE APPROVAL BY THE DEPARTMENT. ONLY THOSE TRAFFIC CONTROL DEVICES INCLUDED ON THE "APPROVED PRODUCTS LIST FOR TRAFFIC CONTROL DEVICES IN WORK ZONES" ARE CONSIDERED ACCEPTABLE FOR USE. THIS LIST MAY BE ACCESSED ON THE DEPARTMENT'S WEB SITE AT: www.scdot.org.
7. THE CONTRACTOR SHALL PROVIDE AND UTILIZE ANY SPECIAL SIGN MOUNTING ASSEMBLIES OF CONCRETE MEDIAN BARRIER, BRIDGE PARAPET WALLS OR DOUBLE-FACED GUARDRAIL.
8. REFLECTORIZATION OF 36" TRAFFIC CONES USED DURING DAYLIGHT HOURS IS NOT REQUIRED. TRAFFIC CONES WITH OTHER PORTABLE PLASTIC DRUM OR 42" OVERSIZED TRAFFIC CONES. TYPE A FLEXIBLE PRISMATIC RETROREFLECTIVE SHEETING UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
9. REFLECTORIZE ALL BARRICADES WITH A TYPE VIII OR IX PRISMATIC RETROREFLECTIVE SHEETING UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
10. TYPE I BARRICADES SHALL HAVE A MINIMUM WIDTH OF 3 FEET UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
11. CONSTRUCTION EQUIPMENT, PERSONNEL MARKED THAT WILL MINIMIZE ENCROACHMENT OF TRAFFIC CONTROL DEVICES, EQUIPMENT, PERSONNEL, MATERIALS OR ANY WORK RELATED VEHICLES TRAFFIC CONTROL DEVICES AS NECESSARY TO ENSURE PROPER DELINEATION OF THE WORK AREA.
12. LANE CLOSURES ARE RESTRICTED TO MAXIMUM LENGTHS OF 2 MILES UNLESS OTHERWISE DIRECTED BY THE SPECIAL PROVISIONS AND/OR THE DEPARTMENT.
13. IF WORK IS BEING CONDUCTED SIMULTANEOUSLY AT TWO DIFFERENT LOCATIONS WITHIN THE SAME TRAVEL LANE UNDER TWO SEPARATE LANE CLOSURES ON A PRIMARY ROADWAY WITH MOTORIST WILL ENCOUNTER TO THE BEGINNING OF THE FIRST CLOSURE THAT IS LOCATED NO LESS THAN 5 MILES FROM THE END OF THE FIRST CLOSURE, THE SECOND CLOSURE SHALL BE CONSIDERED AS BEING INDEPENDENT OF THE FIRST CLOSURE.
14. IF WORK IS BEING CONDUCTED SIMULTANEOUSLY AT TWO DIFFERENT LOCATIONS IN THE SAME DIRECTION BUT WITHIN DIFFERENT TRAVEL LANES UNDER TWO SEPARATE LANE CLOSURES ON A LOW SPEED URBAN ROADWAY, SEPARATE THE TWO LANE CLOSURES BY NO LESS THAN 0 FEET FROM THE NEAR EDGE OF THE ADJACENT TRAVEL LANE AND ON HIGH SPEED ROADWAYS, SEPARATE THE TWO LANE CLOSURES BY NO LESS THAN 6

ELECTRICAL SITE NOTES

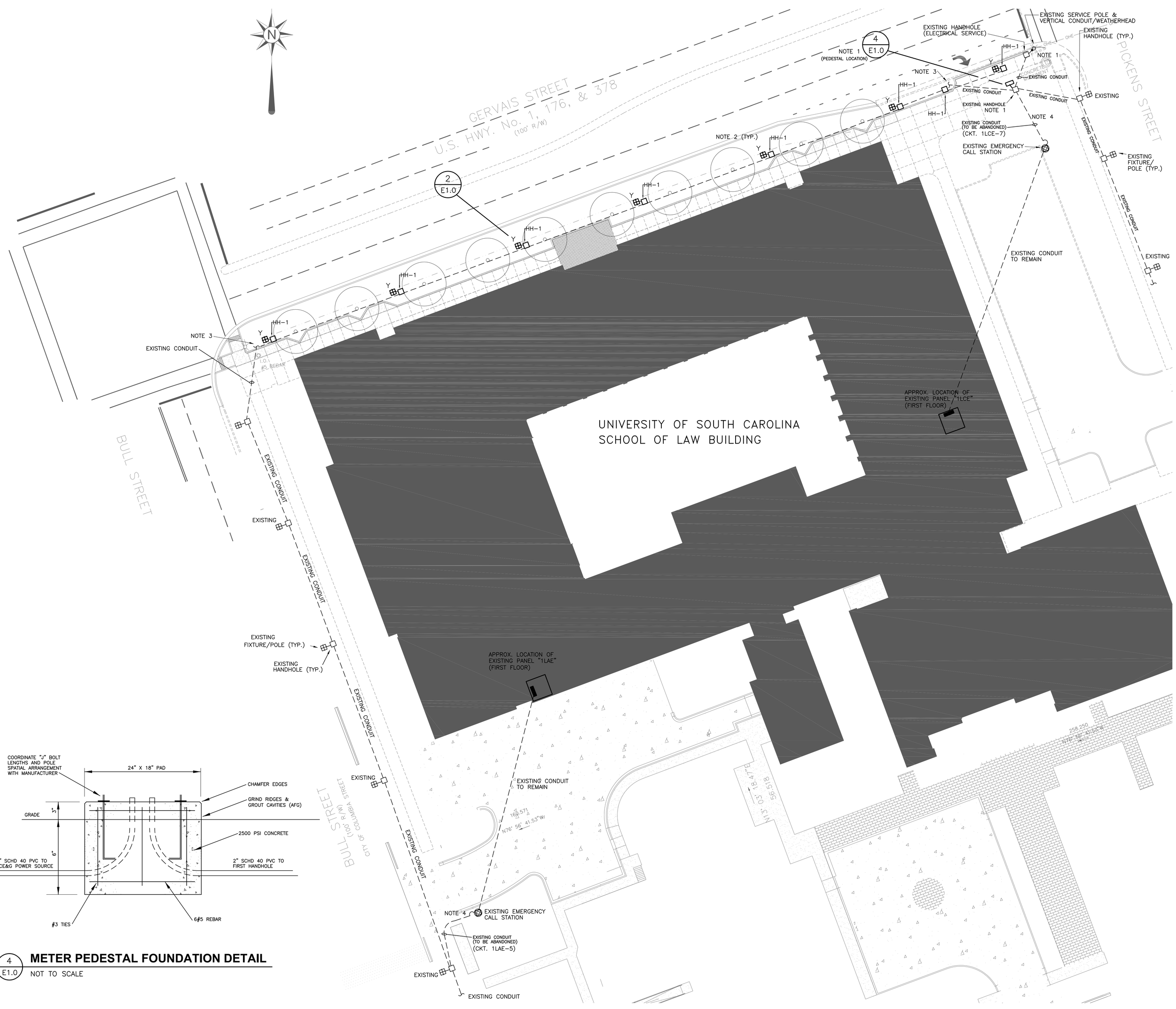
1. COORDINATE A NEW 100 AMP, 120/240V, 1 PHASE ELECTRICAL SERVICE FOR STREET LIGHTING WITH SCE&G AND CITY OF COLUMBIA. THIS SERVICE SHALL FEED EXISTING LIGHTING ALONG WEST SIDE OF PICKENS STREET; EXISTING LIGHTING ALONG EAST SIDE OF BULL STREET; AND NEW LIGHTING ALONG SOUTH SIDE OF GERVAIS STREET. PROVIDE SERVICE CONDUCTORS (3#2 IN EXISTING 2"C.) AND SERVICE GROUND (DRIVEN ROD CONNECTED WITH 1#8 CONDUCTOR) FROM EXISTING HANDHOLE ADJACENT TO POWER AT CORNER OF GERVAIS AND PICKENS STREETS. PROVIDE CONCRETE BASE FOR METER PEDESTAL ADJACENT TO EXISTING HANDHOLE IN GRASS AREA. COORDINATE PEDESTAL LOCATION AND INSTALL METERING ENCLOSURE. COORDINATE ALL SERVICE REQUIREMENTS WITH SCE&G (CONTACT: PATRICK BLUME – (803) 217-5523) AND CITY OF COLUMBIA (CONTACT: RON ARMSTEAD (803) 545-3850). PROVIDE 30 AMP, 240V FUSIBLE DISCONNECT SWITCH IN NEMA 3R ENCLOSURE FOR CIRCUIT PROTECTION. SEE WORK STAGING DESCRIPTION IN NOTE 4 BELOW.

2. INSTALL USC-FURNISHED STREET LIGHTING (TYPE "Y") AS INDICATED AND FEED WITH NEW 240V, 1 PHASE ELECTRICAL SERVICE AS MENTIONED IN NOTE 1. LIGHT FIXTURES/POLES ARE 150W METAL HALIDE POST TOP LANTERNS ON 14'0 POLES WITH BANNER ARMS (HOLOPHANE# ARU15AMPMTBG3SH/CHA14F5J12P07ABGBK) AND ARE PRESENTLY STORED BY USC; COORDINATE DELIVERY FROM STORAGE TO SITE WITH USC. STREET LIGHTING POLES SHALL BE LOCATED IN STRAIGHT LINE AND EQUALLY SPACED ALONG GERVAIS STREET. COORDINATE POLE LOCATIONS AND CONDUIT RUNS WITH TREE LAYOUT. CONDUIT ROUTING SHOWN IS DIAGRAMMATIC; CONTRACTOR SHALL STAKE POLE LOCATIONS AND COORDINATE WITH USC LANDSCAPING DIVISION BEFORE DIGGING (CONTACT: EMILY JONES (803) 777-7592). COORDINATE CONDUITS WITH ALL OTHER UTILITIES IN THAT AREA; THERE ARE MANY AT LOWER DEPTHS (SEE CIVIL DRAWING C3.1). OBTAIN UNDERGROUND LOCATOR SERVICES BEFORE DIGGING. PROVIDE #8 CONDUCTORS ALONG GERVAIS STREET.

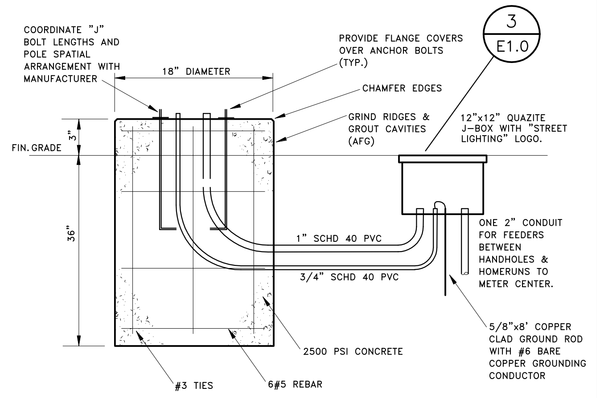
3. EXTEND EXISTING 2" CONDUITS THAT ARE PRESENTLY CAPPED TO CONNECT GERVAIS STREET LIGHTING.

4. DISCONNECT EXISTING LAW SCHOOL CIRCUITS FEEDING EXISTING BULL AND PICKENS STREET LIGHTING. THESE CIRCUITS ARE FED THROUGH EXISTING EMERGENCY CALL STATION CONDUITS. REMOVE EXISTING CONDUCTORS FROM CALL STATION TO FIRST HANDHOLE AND REMOVE EXPOSED LIQUID-TIGHT FLEXIBLE CONDUIT FROM CALL STATION. ABANDON UNDERGROUND CONDUIT IN PLACE.

5. WORK DESCRIBED ABOVE SHALL BE STAGED TO PREVENT BULL AND PICKENS STREET LIGHTING OUTAGE. GERVAIS STREET POLES/FIXTURES AND ASSOCIATED CONDUIT, CONDUCTORS, AND HANDHOLES SHALL BE INSTALLED FIRST. PEDESTAL BASE AND METERING SHALL BE INSTALLED NEXT (PICKENS STREET LIGHTS MAY NEED TO BE TEMPORARILY POWERED WITH NEW CONDUCTORS FROM EMERGENCY CALL STATION IN ORDER TO POUR CONCRETE PAD FOR METER BASE). AFTER ALL NEW COMPONENTS HAVE BE INSTALLED, DISCONNECT EXISTING 120V BUILDING CIRCUIT FROM PICKENS STREET LIGHTING, CHANGE TAPS IN POLES FROM 120V TO 240V, AND CONNECT TO NEW SERVICE. THEN DO THE SAME FOR BULL STREET LIGHTING INCLUDING CHANGING TAPS FROM 120V TO 240V. PICKENS AND BULL STREET LIGHTING SHALL BE OPERATIONAL WITHOUT OUTAGE ON ANY NIGHT (WORK SHALL BE PERFORMED FOR EACH STREET DURING DAYLIGHT PERIOD(S)).



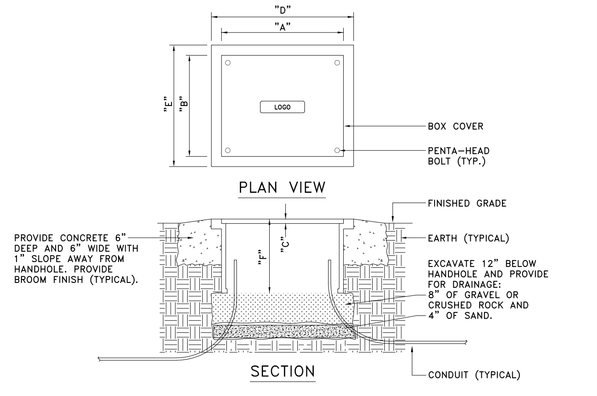
4 E1.0 **METER PEDESTAL FOUNDATION DETAIL**
NOT TO SCALE



2 E1.0 **POLE FOUNDATION DETAIL**
NOT TO SCALE

HANDHOLE NO.	BOX MODEL NO.	COVER MODEL NO.	PENTA BOLT NO.	DIMENSIONS					
				"A"	"B"	"C"	"D"	"E"	"F"
HH-1	PC12128G12	PC1212CG17 (STREET LIGHTING)	UH0389AA (4 REQUIRED/BOX)	12"	12"	.75"	4.75"	4.75"	12.5"

NOTE: HANDHOLE MODEL NUMBERS IN SCHEDULE ARE QUAZITE (PHONE: 800-346-3062) OR PRIOR APPROVED EQUAL. BOXES AND COVERS SHALL BE GREEN IN COLOR WITH LOGOS AS INDICATED BY PART NUMBER.



3 E1.0 **HANDHOLE DETAIL**
NOT TO SCALE

1 E1.0 **SITE LIGHTING PLAN**
SCALE: 1" = 20'-0"

1"=20' scale 20' 0 20' 40' 60' feet

The Palmetto Utility Protection Service, Inc.
800 Dutch Square Blvd. Suite 330 Columbia, South Carolina 29210 (803) 935-1777
South Carolina Call 811 Before you Dig
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

US21801

BELKA ENGINEERING ASSOCIATES, INC.
CONTACT: CLIFF STRINGFIELD
7 CLUSTERS COURT, SUITE 201 | COLUMBIA, SC | 29210
(803) 731-0650 p | (803) 731-2880 f
CSTRINGFIELD@BEA-Consulting.com

University of South Carolina
CAMPUS PLANNING AND CONSTRUCTION
COLUMBIA, SC 29208

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 26181 01-29-18 ARCHER
A/E Seal

BELKA ENGINEERING ASSOC. INC. No. C00953 CERTIFICATE OF AUTHORIZATION
A/E Seal

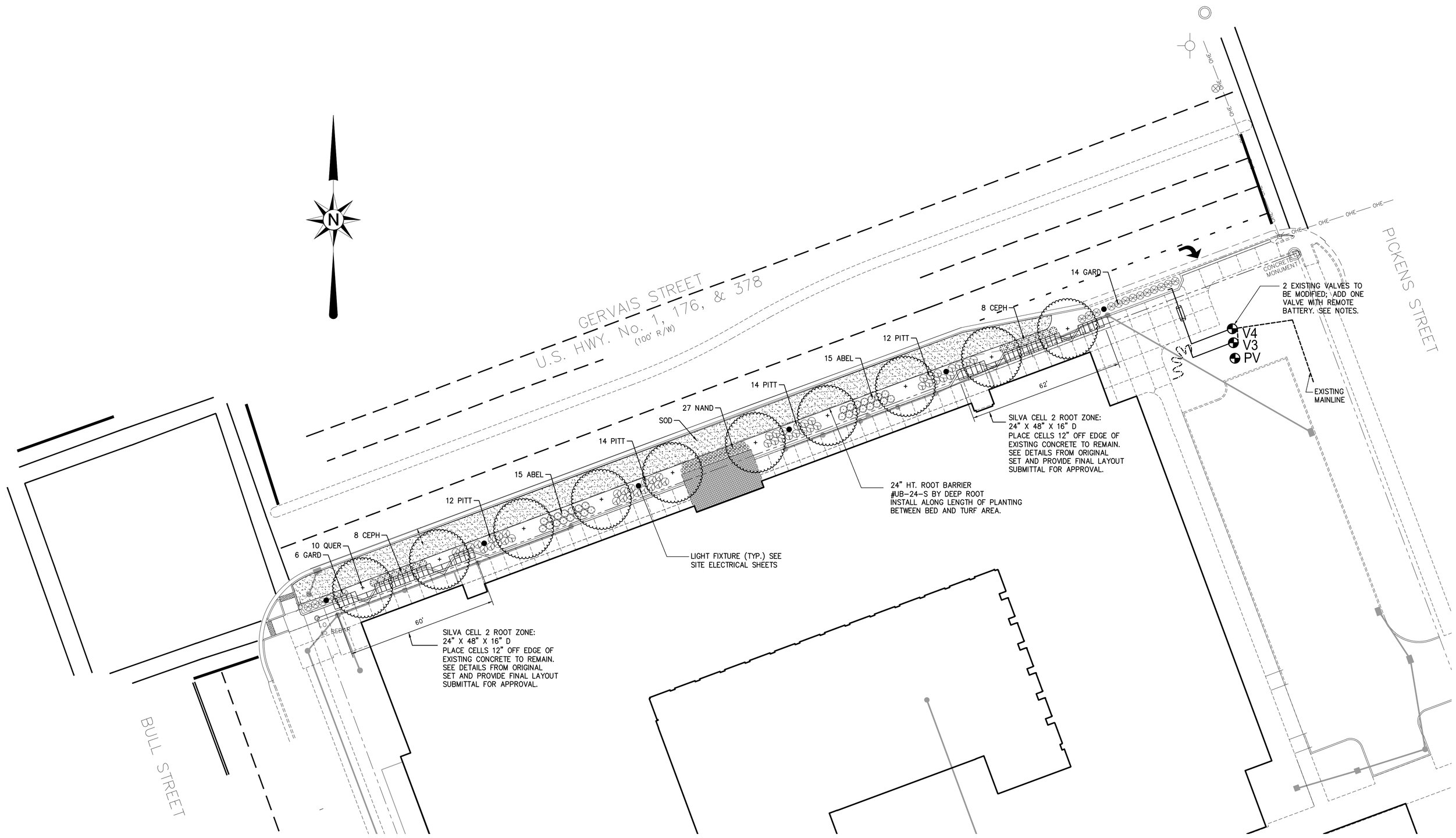
University of South Carolina
School of Law
1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9867-AC-B

Project Number	2868.002
Drawn By	JJS
Checked By	CES
Date	01/29/18

No.	Description	Date
1		

Drawing Title.
GERVAIS ELECTRICAL PLAN

Drawing No.
E1.0



GENERAL SITE NOTES

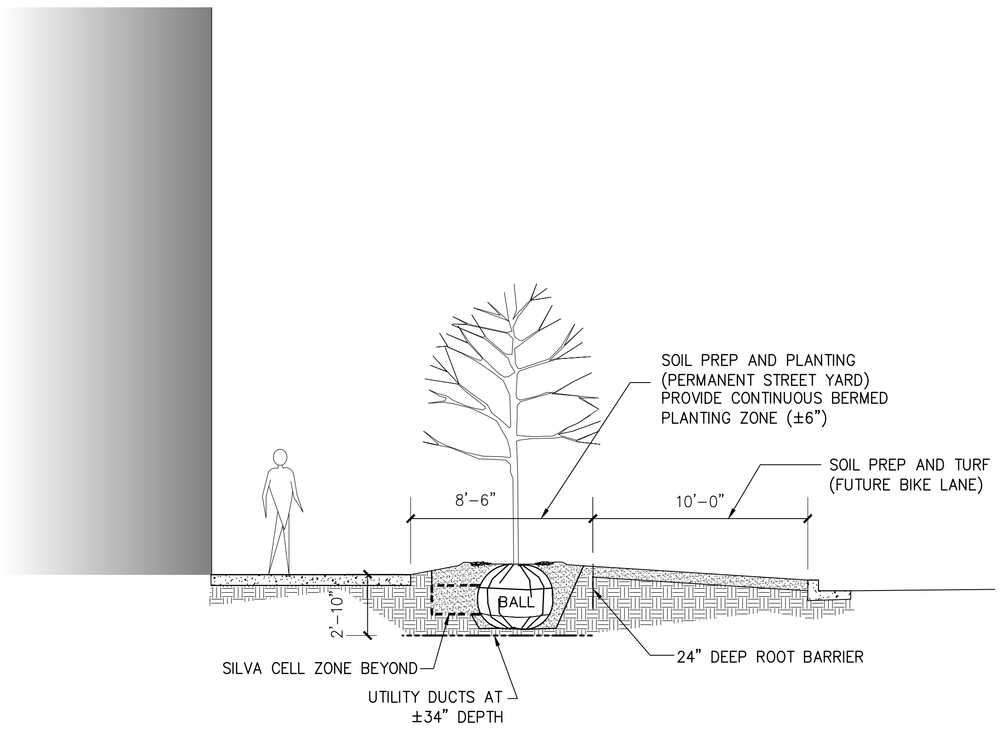
1. TOPOGRAPHIC SURVEY WAS COMPLETED BY LUCIUS COBB IN 2005 AND UPDATED ON JULY 2013 BY SURVEY ONE LLC. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.
2. PROPERTY INFORMATION
   TMS# R11401-10-01
   OWNER: UNIVERSITY OF SOUTH CAROLINA
   OWNER ADDRESS: 743 GREENE STREET
   COLUMBIA SC
   EXISTING SITE ADDRESS: 1531 SENATE STREET
   CONTACT: PETE FISHER
   PHONE: 803-777-5811
   CURRENT ZONING: C-4
   TOTAL ACREAGE: 4.05 ACRES
   C-4 ACREAGE = 2.845 ACRES
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
4. THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.

LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
		BUILDING
N/A		LIGHT POLE
		CURB AND GUTTER
		CONCRETE SIDEWALK
		BITUMINUOUS SURFACE
	N/A	CONCRETE SURFACE - HEAVY DUTY
	N/A	PAVER SURFACE
	N/A	PERVIOUS CONCRETE SURFACE
	N/A	DECORATIVE SITE WALL/FENCE
①	N/A	KEY NOTE REFERENCE

PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	MINIMUM CALIPER	MINIMUM SPREAD	MINIMUM HEIGHT	MINIMUM BALL DIA.	MINIMUM NO. CANES	COMMENTS	QTY.
ABEL	ABELIA 'KALEIDESCOPE''	'KALEIDOSCOPE' ABELIA		15"	12"	3 GAL.	3-5	PLANT 30" O.C.	30
CEPH	CEPHALOTAXUS HARRINGTONIA 'PROSTRATA'	TRAILING YEW		24"	24"	3 GAL.	3-5	PLANT 3' O.C.	16
GARD D	GARDENIA JASMINOIDES 'RADICANS'	DWARF GARDENIA		24"	24"	3 GAL.	3-5	PLANT 4' O.C.	20
NAND	NANDINA DOMESTICA 'HARBOR DWARF'	'HARBOR DWARF' NANDINA		15"	15"	3 GAL.	3-5	PLANT 2' O.C.	27
PITT	PITTOSPORUM TOBIRA 'WHEELER'S DWARF'	DWARF PITTOSPORUM		15"	12"	3 GAL.	3-5	PLANT 3' O.C.	52
QUER N	QUERCUS NUTALLII	NUTTALL OAK	4"	6'	14-16"	32"	1		10
SOD	ZOYSIA 'EMPIRE'								3,120 SF



SCHEMATIC PLANTING SECTION

KEY NOTES

1. PREP SOIL AT GERVAIS ST STREETYARD TO ALLEVIATE COMPACTION AND AMEND SOILS. DIG/CLEVE SOILS TO 24" DEPTH AT PERMANENT STREET YARD WIDTH AND AMEND WITH 6" SCREENED COMPOST; AT FUTURE BIKE LANE, REMOVE PAVEMENT AND BASE MATERIALS TO A 6" DEPTH AND REPLACE WITH FILL AND 3" SCREENED TOPSOIL.
2. SEE DETAIL FOR TREE/SHRUB PLANTING AND BED PREP. BED TO BE RAISED ±6" ABOVE SIDEWALK GRADE TO AVOID DUCT BANK.
3. INSTALL IRRIGATION: USE TWO EXISTING VALVES (V3 & V4) AND PROVIDE 1 NEW VALVE (PV) WITH BATTERY-REMOTE.
4. AT V3, DISCONNECT FROM DRIP COVERAGE, EXTEND LATERAL LINE TO GERVAIS ST STREETYARD, AND USE FOR TURF AREA COVERAGE. AT V4, LATERAL LINE WAS PREVIOUSLY STUBBED UP AT GERVAIS ST FOR FUTURE ZONE COVERAGE; USE THIS FOR TURF COVERAGE AS WELL. INSTALL SINGLE ROW OF MP ROTATORS ALONG CURB LINE.
5. THE NEW VALVE SHOULD BE ADDED TO EXISTING MAINLINE AND CONNECTED TO THE EXISTING (BUT DISCONNECTED) DRIP ZONE (V3). FOR THIS DRIP ZONE, ADD DRIPLINE COVERAGE AT GERVAIS ST TREES & SHRUBS; REDUCE COVERAGE OF EXISTING PLANTS IF ADDITIONAL CAPACITY IS NEEDED.
5. INSTALL SILVA CELLS PER DETAILS OF THE ORIGINAL DOCUMENT SET.
6. INSTALL PLANT MATERIAL PER DETAILS AND SPECIFICATIONS OF THE ORIGINAL DOCUMENT SET.
7. INSTALL ROOT BARRIER AT EDGE OF PLANTING BED.
8. PROVIDE DOUBLE-SHREDDED, DOUBLE-HAMMERED HARDWOOD MULCH.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

University of South Carolina
CAMPUS PLANNING AND CONSTRUCTION
COLUMBIA, SC 29208

A/E Seal

A/E Seal

University of South Carolina
School of Law

1531 SENATE STREET COLUMBIA, SC 29201

STATE PROJECT NO. H27-9867-AC-B

No.	Description	Date
1.	GERVAIS CURB MOD.	11.29.16

Project Number 26854.002
Drawn By EFJ
Checked By EFJ
Date 01/16/18

Key Plan

Drawing Title.
GERVAIS PLANTING PLAN

Drawing No.
L1.0

ORIGINAL
STAMPED IN RED

ORDINANCE NO. 2015-034

Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS Nos. 11401-10-01, for installation and maintenance of a driveway along each block, brick pavers, landscaping and irrigation and authorizing removal and construction of new sidewalks along Bull Street and Pickens Street

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to use a portion of the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS #11401-10-01, for installation and maintenance of a driveway along each block measuring approximately twenty-five (25') feet in width and twelve (12') feet in length, and removal and replacement of the sidewalk along Bull Street approximately four hundred twenty-two (422') feet in length and six (6') feet in width and removal and replacement of the sidewalk along Pickens Street approximately four hundred twenty-two (422') feet in length and varying in width from six (6') feet to twelve (12') feet, and installation and maintenance of brick pavers approximately three hundred seventy-five (375') feet in length and approximately ten (10') feet in width, and landscaping and irrigation system, all 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 5th day of May, 2015, that Grantee is hereby granted the right to use the right of way areas of the 1100 blocks of Bull Street and Pickens Street and the 1500 blocks of Senate Street and Gervais Street adjacent to the University of South Carolina School of Law, Richland County TMS #11401-10-01, for installation and maintenance of a driveway along each block measuring approximately twenty-five (25') feet in width and twelve (12') feet in length, and removal and replacement of the sidewalk along Bull Street approximately four hundred twenty-two (422') feet in length and six (6') feet in width and removal and replacement of the sidewalk along Pickens Street approximately four hundred twenty-two (422') feet in length and varying in width from six (6') feet to twelve (12') feet, and installation and maintenance of brick pavers approximately three hundred seventy-five (375') feet in length and approximately ten (10') feet in width, and landscaping and irrigation system, all as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia, South Carolina Department of Transportation 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 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.

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

ORIGINAL
STAMPED IN RED

1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets;

2. All trees shall be protected;

3. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained;

4. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.

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.

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:

Teresa Wilson

City Manager

Approved as to form:

City Attorney

ATTEST:

Erika D. Moore

City Clerk

Introduced: 4/21/2015
Final Reading: 5/5/2015

Last revised: 4/15/2015
14101926

CITY COUNCIL
ENCROACHMENT SUMMARY
2015-034

1100 BLOCKS OF BULL AND PICKENS STREET
1500 BLOCKS OF GERVAIS AND SENATE STREET
ADJACENT TO THE UNIVERSITY OF SOUTH CAROLINA SCHOOL OF LAW
DRIVEWAY, LANDSCAPING AND IRRIGATION

Subject Property:	Right-of-way adjacent to the 1100 blocks of Bull Street and Pickens Street and the 1500 block of Senate Street adjacent to the University of South Carolina School of Law, TMS#11401-10-01
Council District:	3
Proposal:	Request approval for the installation and maintenance driveways on each block, brick pavers, landscaping and irrigation
Applicant:	University of South Carolina
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment ordinance to installation and maintenance of a driveway along each block measuring approximately twenty-five (25') feet in width and twelve (12') feet in length, and removal and replacement of the sidewalk along Bull Street approximately four hundred twenty-two (422') feet in length and six (6') feet in width and removal and replacement of the sidewalk along Pickens Street approximately four hundred twenty-two (422') feet in length and varying in width from six (6') feet to twelve (12') feet, and installation and maintenance of brick pavers approximately three hundred seventy-five (375') feet in length and approximately ten (10') feet in width, and landscaping and irrigation system, all as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets; 2. All trees shall be protected; 3. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained; 4. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. University of South Carolina must maintain landscaping and irrigation.
Land Development	Recommend approval.

REQUEST FOR AN ENCROACHMENT ORDINANCE

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

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (343-8778 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 03/28/14 Property Owner: University of South Carolina

Applicant's Name if different from Property Owner: Mr. Pete Fisher

Contact Information: Telephone Number: 803-777-9346 Fax Number: 803-777-8739

Mailing address: 743 Greene Street, Columbia SC 29208 E-mail address: pfisher@fmc.sc.edu

Encroachment Location (Address): 1136 Bull Street, Senate Street, Pickens Street

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: 11401-10-01

==========

Encroachment type: ___Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System ___ Landscaping __X__ Driveway ___ Pavers

__X__ Walkway/Side walk __X__ Underground Utilities __X__ other

If Other - specify: Water, Sewer, and Storm installation

Dimensions (height/width/length): 25' wide concrete driveway on each of the three streets noted above Sidewalk removal and replacement along Bull and Pickens St.

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12"x24" brick columns; 4'x15' brick paver walkway)

Construction material: Concrete

Please provide photographs and drawing or site plan ***drawn to scale*** - no larger than 8-1/2 x 11.

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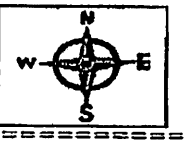
___ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



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Businesses only: ___Outdoor dining No. of chairs: _____ No. of Tables _____

Hours of operation for outdoor dining: _____

Number of planters: _____ Awning: _____ (dimensions - size/material) _____

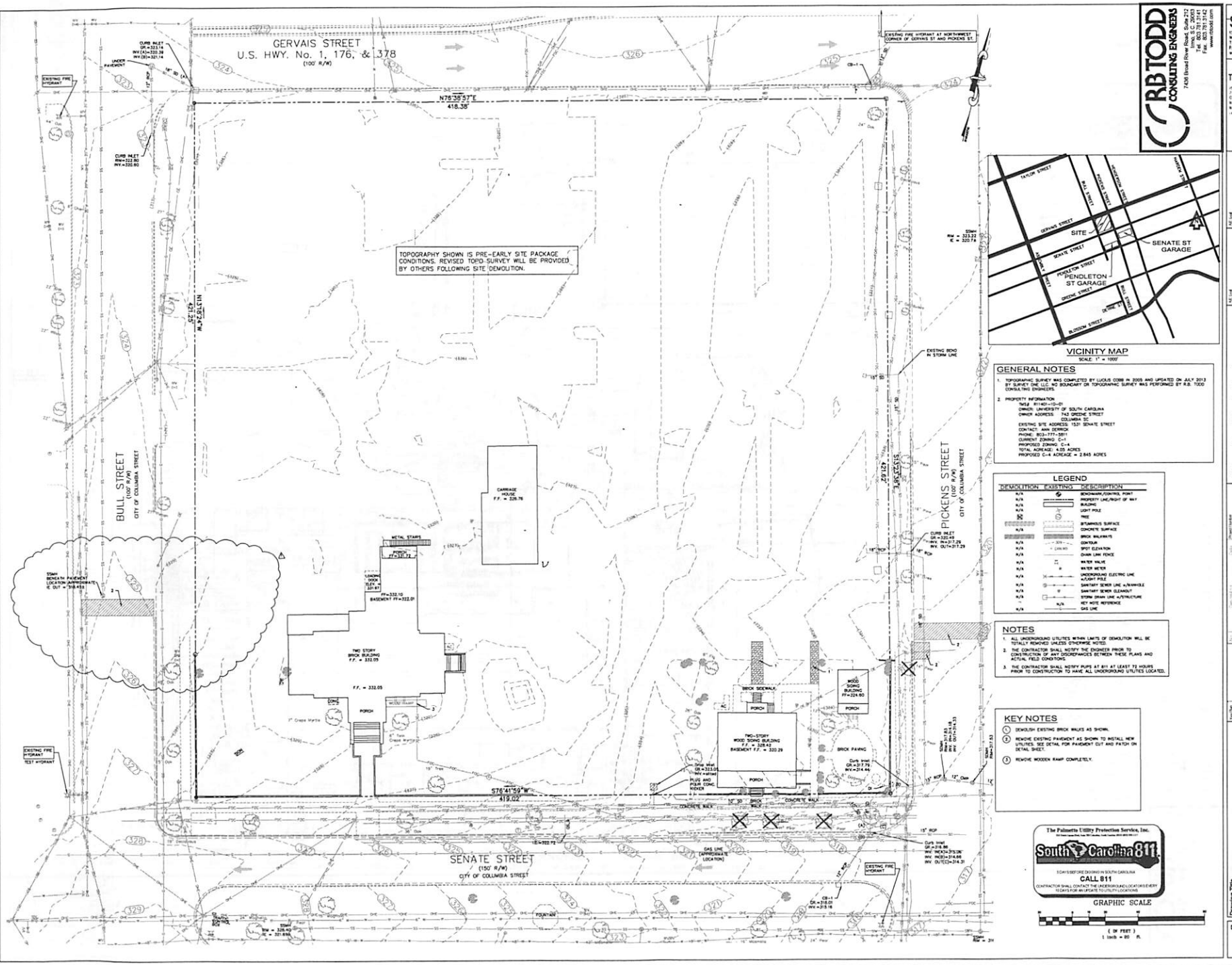
Other: _____ (or complete applicable "Encroachment type" section above)

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

Contact	Department	Telephone Number	Fax Number
John Dooley	Utilities and Engineering	545-3240	733-8674
Joey Jaco	Engineering	545-3400	988-8199
Missy Gentry	Public Works	545-3780	733-8648
Marc Mylott	Planning and Development Services	545-3426	255-8935
Krista Hampton	Planning and Development Services	545-3420	733-8647
Jerry Thompson	Building Official	545-3442	733-8699
Sara Hollar	Forestry & Beautification	545-3860	733-8648
Amy Moore	Historic Preservation	545-3222	733-8647
Fred Delk	Columbia Dev. Corporation	988-8040	988-8039
Chip Timmons	Risk Management	343-8778	733-8245
Dana Higgins	Construction Management	545-3372	545-4130
David Brewer	Traffic Engineering	545-3850	733-8648
Robert Sweatt	Street Division	545-3790	545-3785
Jonathan Chambers	Planning and Development Services	545-3206	343-8779
Carmen Floyd	Fire Marshall	545-3703	401-8839
Nancy Lee Trihey	Planning and Development Services	545-3218	733-8647
Lucinda Statler	Planning and Development Services	545-3222	733-8647

LR 7/30/2009

BUTLER ST
BUTLER ST (US-76)



VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES

1. TOPOGRAPHIC SURVEY WAS COMPLETED BY LUCIUS COBB IN 2005 AND UPDATED ON JULY 2013 BY SURVEY ONE LLC. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.
2. PROPERTY INFORMATION
   TMS# 811-07-01-01
   OWNER: UNIVERSITY OF SOUTH CAROLINA
   OWNER ADDRESS: 743 GREENE STREET
   COLUMBIA SC
   EXISTING SITE ADDRESS: 1531 SENATE STREET
   CONTACT: ANN DERRICK
   PHONE: 803-777-5811
   CURRENT ZONING: C-1
   PROPOSED ZONING: C-4
   TOTAL ACREAGE: 4.05 ACRES
   PROPOSED C-4 ACREAGE = 2.845 ACRES

LEGEND

DEMOLITION	EXISTING	DESCRIPTION
n/a		BENCHMARK/CONTROL POINT
n/a		PROPERTY LINE/RIGHT OF WAY
n/a		BUILDING
n/a		LIGHT POLE
		TREE
n/a		BITUMINOUS SURFACE
n/a		CONCRETE SURFACE
n/a		BRICK WALKWAYS
n/a		CONTOUR
n/a		SPOT ELEVATION
n/a		CHAIN LINK FENCE
n/a		WATER VALVE
n/a		WATER METER
n/a		UNDERGROUND ELECTRIC LINE w/LIGHT POLE
n/a		SANITARY SEWER LINE w/MANHOLE
n/a		SANITARY SEWER CLEANOUT
n/a		STORM DRAIN LINE w/STRUCTURE
n/a		KEY NOTE REFERENCE
n/a		GAS LINE

NOTES

1. ALL UNDERGROUND UTILITIES WITHIN LIMITS OF DEMOLITION WILL BE TOTALLY REMOVED UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
3. THE CONTRACTOR SHALL NOTIFY PUPS AT 811 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.

KEY NOTES

1. DEMOLISH EXISTING BRICK WALKS AS SHOWN.
2. REMOVE EXISTING PAVEMENT AS SHOWN TO INSTALL NEW UTILITIES. SEE DETAIL FOR PAVEMENT CUT AND PATCH ON DETAIL SHEET.
3. REMOVE WOODEN RAMP COMPLETELY.

The Palmetto Utility Protection Service, Inc.
South Carolina 811
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS

GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.

R.B. TODD CONSULTING ENGINEERS
7436 Broad River Road, Suite 212
Irmo, SC 29063
Tel: 803.781.3141
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1700 New York Avenue NW Suite 100
Washington DC 20006
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F: 202.674.4600
www.smithgroupjjr.com

The Boudreaux Group
2534 Lion St., Suite 200 (Upstairs)
P.O. Box 12461
Columbia, SC 29211
803.790.7172
803.790.8441 f

SOUTH CAROLINA
No. 7000
REGISTERED
LANDSCAPE ARCHITECT
BO GILBERT

SOUTH CAROLINA
No. 22477
REGISTERED
LANDSCAPE ARCHITECT
AYTON W. CANNON
12/5/13

University of South Carolina
School of Law
Early Structural and Foundation Package/
Site Package (BP-2)
1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9662-AC-G

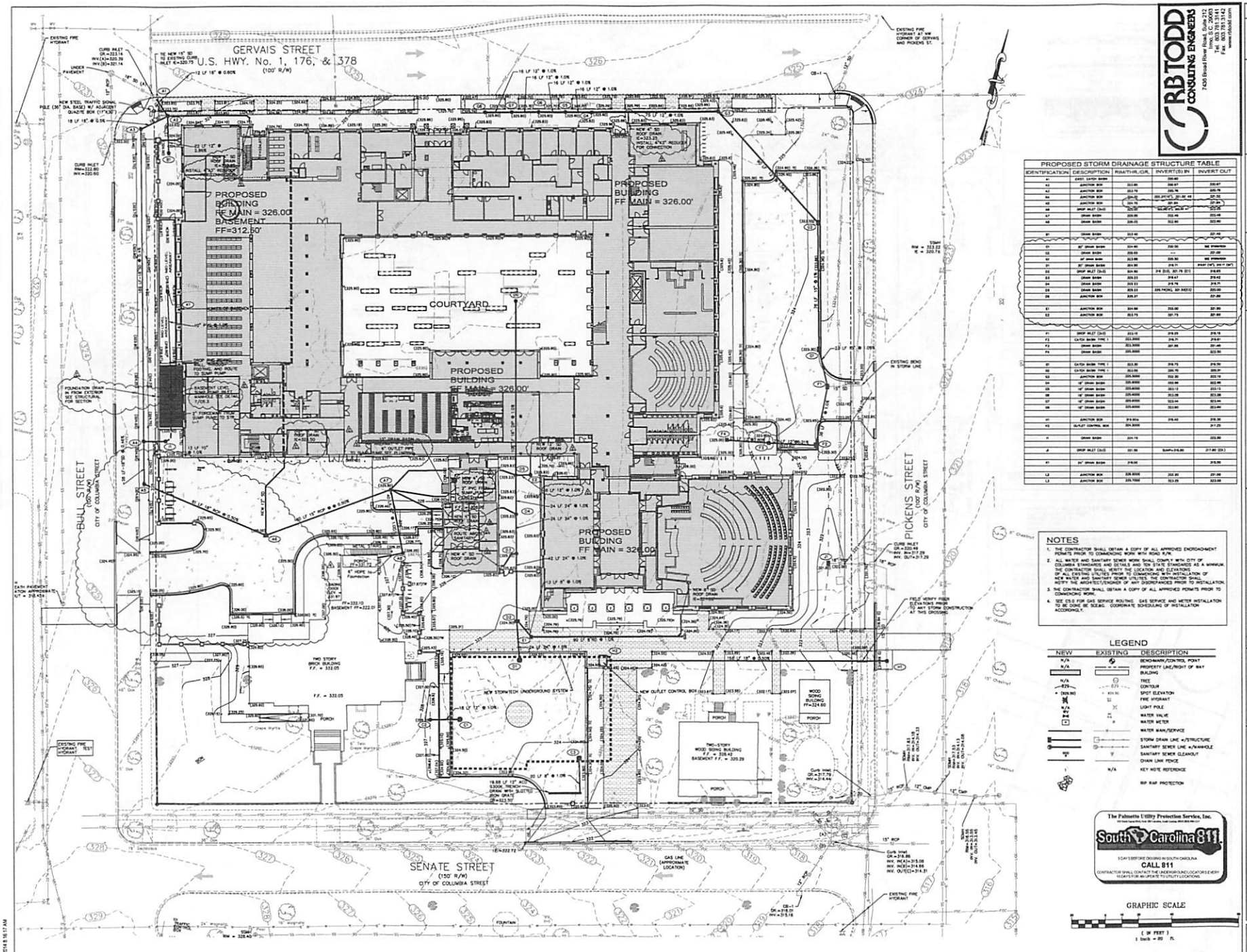
No.	Description	Date
1	REVISED BULL ST. DRIVEWAY	12/5/13

Project Number: 29854.000
Drawn By: DWC
Checked By: DWC
Date: 09/25/13

Drawing Title:
EXISTING CONDITIONS AND DEMOLITION PLAN

Drawing No.
C1.0

The drawings and specifications and the ideas and designs incorporated herein, as an instrument of service, are and shall remain the property of SmithGroupJJR. The use of these documents shall be limited to the original site for which they were prepared, and publication thereof is restricted to full and complete sets of drawings and specifications. Any use of partial sets or modifications without the written permission of SmithGroupJJR shall be at the user's sole risk and without liability to SmithGroupJJR.



PROPOSED STORM DRAINAGE STRUCTURE TABLE				
IDENTIFICATION	DESCRIPTION	RIM/TH.ICR.	INVERT(S) IN	INVERT OUT
A1	EXIST. CATCH BASIN		330.60	
A2	JUNCTION BOX	332.80	330.67	330.67
A3	JUNCTION BOX	332.75	330.76	330.76
A4	JUNCTION BOX	324.70	322.20"(24") 321.95 48	321.50
A5	JUNCTION BOX	324.70	321.50	321.34
A6	DROP INLET (2x2)	324.50	321.60"(24") 321.35"	321.06
A7	DRAIN BASIN	329.50	322.48	322.48
A8	DRAIN BASIN	329.15	322.80	322.80
B1	DRAIN BASIN	322.40		321.40
C1	30" DRAIN BASIN	324.80	320.50	SEE STORMTECH
C2	DRAIN BASIN	329.50	---	321.00
C3	24" DRAIN BASIN	323.80	320.50	SEE STORMTECH
D1	30" DRAIN BASIN	324.80	318.71	318.41 (24")
D2	DROP INLET (2x2)	324.50	318 EXIS. 321.75 (D1)	318.65
D3	DRAIN BASIN	329.23	319.47	319.42
D4	DRAIN BASIN	329.23	319.76	319.71
D5	DRAIN BASIN	329.13	320.74(24"), 321.64(12")	320.69
D6	DRAIN BASIN	329.27		321.26
E1	JUNCTION BOX	324.84	318.00	321.80
E2	JUNCTION BOX	323.75	321.75	321.65
F1	DROP INLET (2x2)	323.10	319.29	319.19
F2	CATCH BASIN TYPE 1	323.3000	319.71	319.61
F3	DRAIN BASIN	323.3000	321.56	321.46
F4	DRAIN BASIN	329.3000		323.50
G1	CATCH BASIN TYPE 1	323.30	319.75	319.50
G2	CATCH BASIN TYPE 1	323.30	320.15	320.01
G3	JUNCTION BOX	329.8000	322.30	322.10
G4	18" DRAIN BASIN	329.4000	323.00	322.90
G5	18" DRAIN BASIN	329.4000	323.13	323.13
G6	18" DRAIN BASIN	329.4000	323.28	323.28
G7	18" DRAIN BASIN	329.4000	323.44	323.44
G8	18" DRAIN BASIN	329.4000	323.60	323.60
H1	JUNCTION BOX	329.80±	319.40	319.30
H2	OUTLET CONTROL BOX	324.3000		317.25
I1	DRAIN BASIN	324.15		322.90
J1	DROP INLET (2x2)	321.90	SUMP=316.80	317.60 (24")
K1	24" DRAIN BASIN	319.00		315.50
L2	JUNCTION BOX	329.8000	322.30	321.90
L3	JUNCTION BOX	329.7000	323.25	323.00

NOTES

1. THE CONTRACTOR SHALL OBTAIN A COPY OF ALL APPROVED ENCROACHMENT PERMITS PRIOR TO COMMENCING WORK WITH ROAD R/W.
2. ALL WATER AND SANITARY SEWER WORK SHALL COMPLY WITH CITY OF COLUMBIA STANDARDS AND DETAILS AND SCDHEC STANDARDS AS A MINIMUM. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO COMMENCING WITH INSTALLATION OF NEW WATER AND SANITARY SEWER UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO INSTALLATION.
3. THE CONTRACTOR SHALL OBTAIN A COPY OF ALL APPROVED PERMITS PRIOR TO COMMENCING WORK.
4. SEE CTS.0 FOR GAS SERVICE ROUTING. GAS SERVICE AND METER INSTALLATION TO BE DONE BY SCE&G. COORDINATE SCHEDULING OF INSTALLATION ACCORDINGLY.

LEGEND

NEW	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
		PROPERTY LINE/RIGHT OF WAY
		BUILDING
N/A		TREE
325		CONTOUR
(325.50)		SPOT ELEVATION
		FIRE HYDRANT
		LIGHT POLE
		WATER VALVE
		WATER METER
		WATER MAIN/SERVICE
		STORM DRAIN LINE w/STRUCTURE
		SANITARY SEWER LINE w/MANHOLE
		SANITARY SEWER CLEANOUT
		CHAIN LINK FENCE
-	N/A	KEY NOTE REFERENCE
		RIP RAP PROTECTION

The Palmetto Utility Protection Service, Inc.
South Carolina 811
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CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 48 HOURS FOR AN UPDATE TO UTILITY LOCATIONS.

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

RB TODD CONSULTING ENGINEERS
7430 Broad River Road, Suite 212
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Washington DC 20006
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F: 202.974.4000
www.smithgroupjjr.com

The Boudreaux Group

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER NO. 030441

SOUTH CAROLINA LICENSED LANDSCAPE ARCHITECT NO. 1122 WESTON W. CANNON

University of South Carolina
School of Law
Early Structural and Foundation Package/
Site Package (BP-2)
1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9865-AC-B

No.	Description	Date
1.	REV. STORM TECH	8-21-14
2.	REV. ROOF DRAINAGE	9-8-14
3.	REV. SITE PLAN	9-15-14
4.	RELOCATED WALL ST ENTRANCE	1/16/15

Project Number: 260945.002
Issue Date: 8-21-14
Drawn By: DMC
Checked By: DMC
Job No.: 3052514

Drawing Title: GRADING AND DRAINAGE PLAN

Drawing No. C3.0

3/2/2015 8:17 AM

Packet Pg. 376

23.a

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The Boudreaux Group
University of South Carolina
School of Law
Early Structural and Foundation Package/
Site Package (BP-2)
1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9987-AC-B
SITE UTILITY PLAN
Drawing No. C5.0
NOTES
LEGEND
NEW
EXISTING
DESCRIPTION
GRAPHIC SCALE
CALL 811
South Carolina 811
CONSULTING ENGINEERS
PICKENS STREET
(100' R/W)
CITY OF COLUMBIA STREET
GERVAIS STREET
U.S. HWY. No. 1, 176, & 378
(150' R/W)
SENATE STREET
(150' R/W)
CITY OF COLUMBIA STREET
BULL STREET
(100' R/W)
CITY OF COLUMBIA STREET
church

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University of South Carolina
School of Law
Early Structural and Foundation Package/
Site Package (BP-2)
1531 SENATE STREET COLUMBIA, SC 29201
STATE PROJECT NO. H27-9867-AC-0

1.	REV SENATE ST. PARKING	8/9/13
2.	ADDENDUM NO.2	10/30/13
3.	ADD PARKS ON GERVAIS	11/19/13
4.	RELOCATED BALL ST. DRIVEWAY	1/29/13

SITE LAYOUT PLAN

Drawing No. C2.0

RBTODD CONSULTING ENGINEERS
7456 Ekwil River Road, Suite 212
Irmo, S.C. 29063
Tel. 803.781.3141
Fax. 803.781.3142
www.rbtodd.com

GENERAL SITE NOTES

1. TOPOGRAPHIC SURVEY WAS COMPLETED BY LLOYD CORR IN 2009 AND UPDATED ON JULY 23, 2013. SURVEY IS REFERENCED TO S.C. STATE PLANE COORDINATES.
2. PROPERTY INFORMATION
   OWNER: UNIVERSITY OF SOUTH CAROLINA
   OWNER ADDRESS: 1600 HAMPTON STREET, COLUMBIA, SC
   EXISTING SITE ADDRESS: 1531 SENATE STREET
   CONTACT: IAN DORROH
   EXISTING ZONING: DC-1
   CURRENT ZONING: DC-1
   TAX PARCEL NUMBER: 11609-04-01
   GROSS ACREAGE: ± 2.43 ACRES
3. PARKING REQUIRED
   - 1 SPACE PER 3 SEATS IN MAIN ASSEMBLY HALL
   - 396 SEATS / 3 = 132 SPACES
   - 6 SEATS IN CLASSROOMS
   - 1 SPACE PER 300 SF OF OFFICE
   - 180 OFFICES X 1 = 180 SPACES
   - TOTAL REQUIRED = 312 SPACES
   - DUE TO LOCATION IN CITY TID OVERLAY, CITY ALLOWS 30% REDUCTION = 220 SPACES REQUIRED
4. PARKING PROVIDED
   - ON-SITE PARKING = 28 SPACES (INCL 7 HANDICAP)
   - ON-STREET PARKING = 192 SPACES
   - TOTAL = 220 SPACES
5. ADDITIONAL PARKING SPACES PROVIDED IN USC POPULATION & SENATE STREET PARKING DECKS
6. ACCORDING TO FIRM FLOOD INSURANCE RATE MAP (COMMUNITY NO. 450172, PANEL NUMBER 0111J) DATED 8/18/2008 LOCATED IN ZONE "X".
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
8. THE CONTRACTOR SHALL NOTIFY RUPP, AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION IN AREAS ALL MARKINGS.
9. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF BUILDING ENTRANCES.
10. THE CONTRACTOR SHALL REFER TO ALL APPROVED ENCROACHMENT PLANS FOR CONSTRUCTION WITHIN THE CITY OF COLUMBIA R/W.
11. ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF SURFACE UNLESS OTHERWISE NOTED.

LEGEND

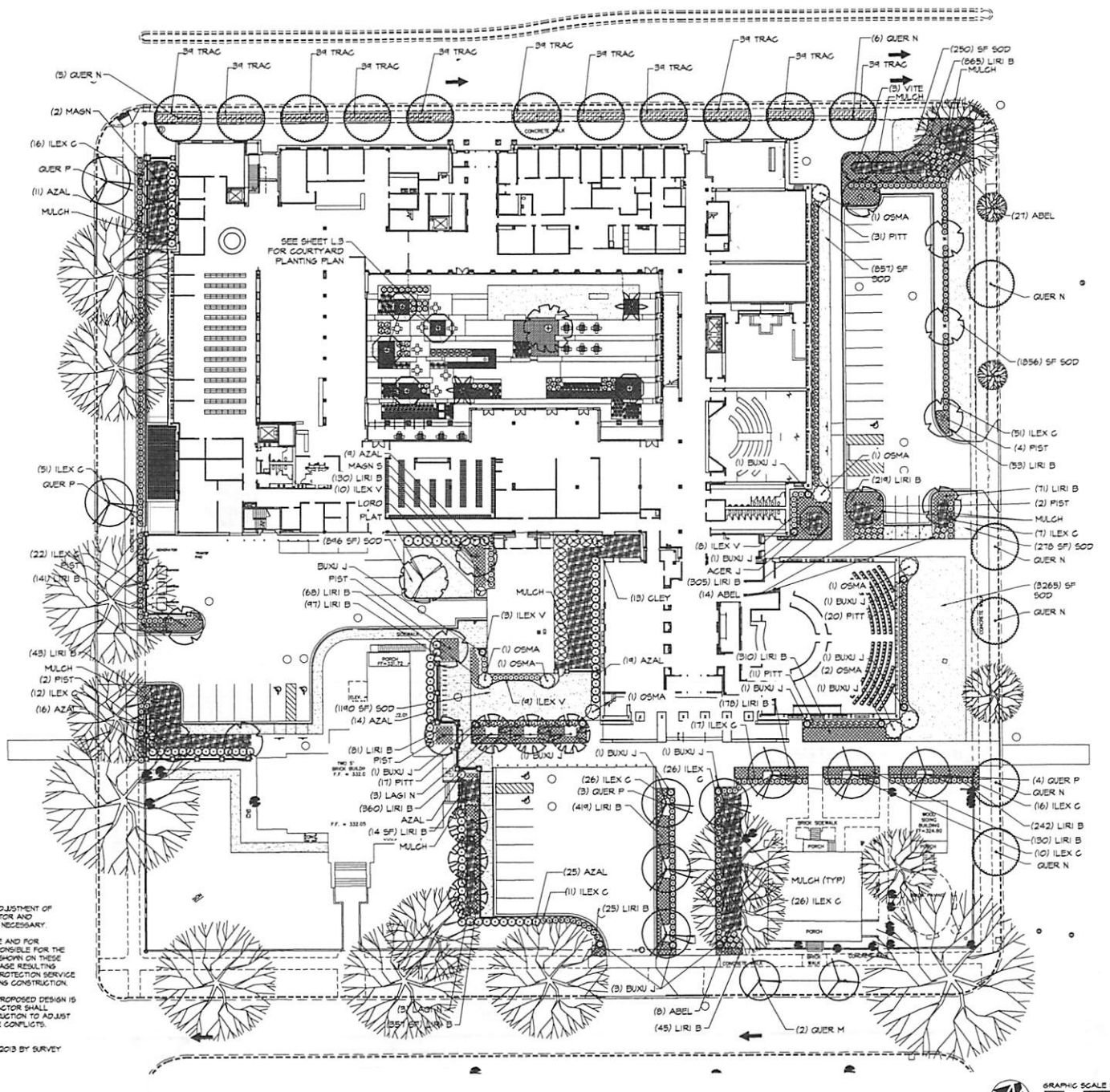
NEW	EXISTING	DESCRIPTION
		BENCHMARK/CONTROL POINT
		BUILDING
		CONCRETE CURB AND GUTTER
		CONCRETE SIDEWALK
		ASPHALT PAVING SURFACE
		PERVIOUS CONCRETE SURFACE - HEAVY DUTY PAVER SURFACE
		DECORATIVE SITE WALL/FENCE
		KEY NOTE REFERENCE

KEY NOTES

1. NEW CONCRETE SIDEWALK
2. NEW ASPHALT PAVING
3. NEW PERVIOUS CONCRETE PAVING
4. NEW HEAVY DUTY CONCRETE PAVEMENT
5. NEW 18" CURB & GUTTER
6. NEW BIKE RACKS.
7. NEW BRICK PAVERS SIDEWALK
8. NEW CONCRETE HANDICAP RAMP/CURB WITH DETECTABLE WARNING
9. NEW HANDICAP SIGNS (SEE DETAIL)
10. NEW HANDICAP PARKING STRIPING 2' O.C. @ 45°
11. 4" WIDE BLUE PAINT STRIPING 2' O.C. @ 45°
12. NEW HANDICAP RAMP (SEE DETAIL)
13. BOLLARDS (SEE DETAIL ON SHEET C4.0)
14. DECORATIVE BOLLARDS. SEE ARCHITECTURAL PLANS FOR DETAIL
15. BRICK WALLS AND PILASTERS. SEE ARCHITECTURAL PLANS
16. CONCRETE WHEEL STOP. (SEE DETAIL)
17. STOP SIGN. (SEE DETAIL)
18. PAVEMENT CUT AND PATCH REPAIR. (SEE DETAIL)
19. TAPER CURB 6" TO 0" IN 2'. (SEE DETAIL)
20. NEW 24" CURB & GUTTER

The Palmetto Utility Protection Service, Inc.
South Carolina 811
CALL 811

GRAPHIC SCALE
(IN FEET)
1 Inch = 20 Ft.



GENERAL NOTES

1. EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT THE SITE. STAKE-OUT BY THE CONTRACTOR AND ADJUSTMENT BY THE LANDSCAPE ARCHITECT IS ABSOLUTELY NECESSARY.

2. LOCATIONS OF THOSE UTILITIES SHOWN ARE APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE FAILURE TO DO SO. CONTACT PALMETTO UTILITY PROTECTION SERVICE AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.

3. CONTRACTOR SHALL INFORM LANDSCAPE ARCHITECT IF PROPOSED DESIGN IS IN CONFLICT WITH EXISTING OR PROPOSED UTILITIES. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION TO ADJUST PROPOSED DESIGN OR UTILITIES AS NECESSARY TO RESOLVE CONFLICTS.

4. BASE PLAN DATA DERIVED FROM SITE SURVEY PROVIDED BY LUCAS COBB IN 2005 AND UPDATED ON JULY 2013 BY SURVEY ONE LLC.

GRIMBALL COTTERILL

SMITHGROUP JJR

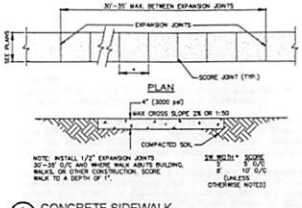
The Boudreaux Group

University of South Carolina School of Law
Early Structural and Foundation Package/
Site Package (BP-2)

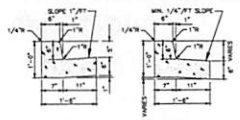
PLANTING PLAN

L.2

C:\Active Projects on Mars\1-Z Projects\USC Law SOM000\2013\CD Bldg 7-11-14.dwg



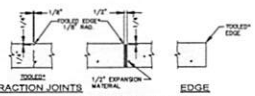
1 C6.0 CONCRETE SIDEWALK
SCALE: 1" = 1'-0"



NORMAL GUTTER PITCHED GUTTER

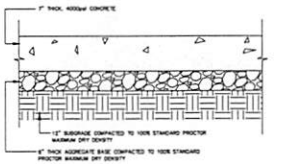
NOTES:
1. CURB AND GUTTER TO BE CONSTRUCTED IN 10-FOOT LENGTHS.
2. PROVIDE 1/2 INCH EXPANSION JOINT MATERIAL AT INTERVALS NOT TO EXCEED 100 FEET, AT THE ENDS AND MID-POINT OF RETURNS, AND AT ANY POINT WHERE THE NEW CURB AND GUTTER ABUTS OTHER CONCRETE STRUCTURES.
3. PROVIDE A 3' LONG TRANSITION BETWEEN NORMAL GUTTER AND PITCHED GUTTER UNLESS OTHERWISE INDICATED ON PLANS.

2 C6.0 18" CONCRETE CURB & GUTTER ONSITE ONLY
SCALE: 3/4" = 1'-0"

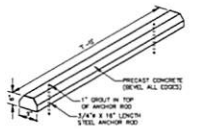


CONTRACTION JOINTS EXPANSION JOINT EDGE
*COORDINATE TOOLED EDGE FINISH WITH LANDSCAPING PLANS

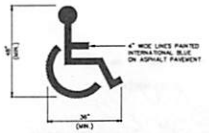
3 C6.0 CONCRETE SIDEWALK JOINTS
NOT TO SCALE



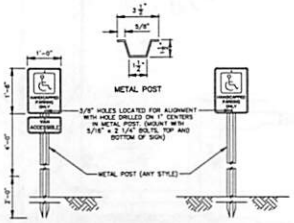
4 C6.0 CONCRETE PAVEMENT-ALL PARKING AREAS/DRIVEWAYS
NOT TO SCALE



5 C6.0 PRECAST CONCRETE WHEELSTOP
NOT TO SCALE

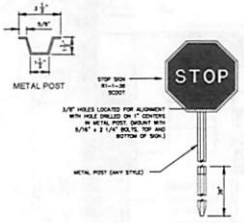


6 C6.0 HANDICAP PARKING PAINTED SYMBOL
NOT TO SCALE



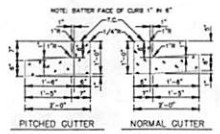
NOTES:
1. METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS, WASHERS AND SCREWS MUST BE RUSTPROOF. (POST MAY BE ANY STYLE.)
2. CONCRETE FOR FOOTING SHALL BE OF PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I.
3. SIGNS WILL BE FABRICATED BY USING A REFLECTING COATING IN THE SYMBOL, MESSAGE AND BORDERS APPLIED TO A SHEET ALUMINUM BACKING (0.80) IN THICKNESS.
4. MESSAGE LETTERING SHALL BE UPPER CASE (WHITE, SERIES E) 3" HIGH IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
5. THE SYMBOL IS COMPOSED OF TWO ELEMENTS, A WHITE WHEELCHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACK-GROUND, INTERNATIONAL BLUE IN COLOR (FED. STD. 595A, COLOR #15180).
6. SIGN POST SHALL BE MINIMUM OF 2'-0" CLEAR FROM BACK OF SIDEWALK. SEE PLANS FOR LOCATION OF SIGNS.

7 C6.0 HANDICAP SIGN
NOT TO SCALE



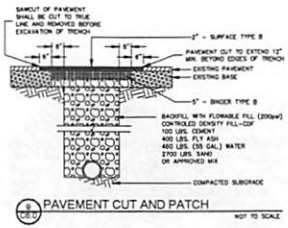
NOTES:
1. METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS, WASHERS, AND SCREWS MUST BE RUSTPROOF. (POST MAY BE ANY STYLE.)
2. CONCRETE FOR FOOTING SHALL BE OF PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 psi.
3. SIGNS WILL BE FABRICATED BY USING A REFLECTING COATING IN THE SYMBOL, MESSAGE, AND BORDERS APPLIED TO A SHEET ALUMINUM BACKING (0.80 IN THICKNESS).
4. MESSAGE LETTERING SHALL BE UPPERCASE (WHITE, SERIES E) IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

8 C6.0 STOP SIGN
NOT TO SCALE

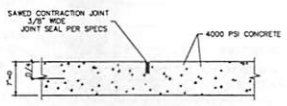


NOTES:
1. CURB AND GUTTER TO BE CONSTRUCTED IN 10-FOOT LENGTHS.
2. 1/2 INCH EXPANSION JOINT SHALL BE PROVIDED AT INTERVALS NOT TO EXCEED 100 FEET, AT THE ENDS AND MID-POINT OF RETURNS, AND AT ANY POINT WHERE THE NEW CURB AND GUTTER ABUTS OTHER CONCRETE STRUCTURES.
3. 3-FOOT LONG TRANSITIONS SHALL BE PROVIDED BETWEEN NORMAL GUTTER AND PITCHED GUTTER, UNLESS OTHERWISE NOTED ON THE PAVING PLANS.

14 C6.0 24" CURB AND GUTTER CITY/SCDOT STREETS
NO SCALE



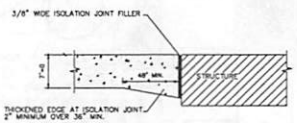
9 C6.0 PAVEMENT CUT AND PATCH
NOT TO SCALE



SEE PLAN VIEW FOR CONTRACTION JOINT LOCATION – IF NOT SHOWN, PROVIDE CONTRACTION JOINTS AT 12' ON CENTER MAX.

CONTRACTOR TO SAW CONTRACTION JOINTS 4 TO 8 HOURS AFTER CONCRETE PLACEMENT

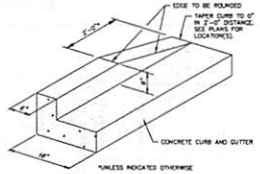
11 C6.0 CONCRETE CONTRACTION JOINT
7" PAVEMENT (S.J.) TRANSVERSE OR LONGITUDINAL



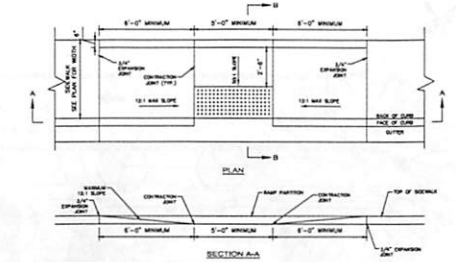
PROVIDE ISOLATION JOINTS WHEN CONCRETE ABUTS ANY STRUCTURE, ALTERNATE PAVEMENT AREA, OR ALTERNATIVE OBJECT

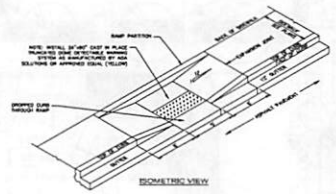
PROVIDE THICKENED EDGE AS SHOWN ABOVE WHEN CONCRETE ABUTS EXISTING PAVEMENTS AND AT INTERSECTIONS AS NOTED. THICKENED EDGES ARE NOT REQUIRED AT DRAINAGE INLETS OR ADJACENT TO CURBING.

12 C6.0 CONCRETE ISOLATION JOINT (E.J.)

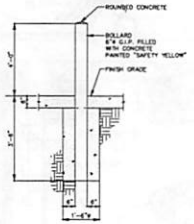


10 C6.0 TAPERED CURB
NOT TO SCALE

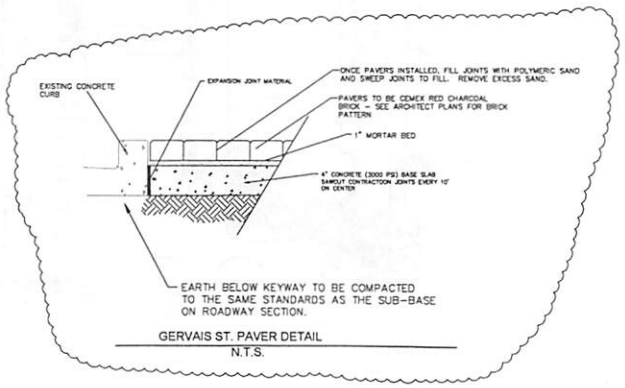




10 C6.0 HANDICAP SIDEWALK RAMP
NOT TO SCALE



13 C6.0 BOLLARD DETAIL
NOT TO SCALE



GERVAIS ST. PAVER DETAIL
N.T.S.

RB TODD CONSULTING ENGINEERS
7 Old Broad River Road, Suite 203
Columbia, SC 29209
Tel 803.781.3541
Fax 803.781.3542
www.rbtodd.com

1700 New York Avenue NW Suite 100
Washington DC 20006
T: P 202.842.2100
F: 202.674.4000
www.smithgroupjj.com

University of South Carolina
School of Law
Early Structural and Foundation Package/
Site Package (BP-2)
1531 SENATE STREET COLUMBIA, SC 29201

Drawing Title: SITE DETAILS

Drawing No. C6.0

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-031 - To MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places**

PURPOSE: **First reading approval was given on June 19, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-031 MCImetro Access franchise (PDF)

HISTORY:

06/19/18	**Columbia City Council**	**APPROVED ON FIRST READING**

ORDINANCE NO.: 2018-031

To MCImetro Access Transmission Services Corp., its Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation ("Company") has requested consent of the City of Columbia to use the streets and public places of the municipality to construct, install, maintain, and operate its facilities for use in providing telecommunications services to its customers within the municipality for its own business purposes and profit; and,

WHEREAS, other telecommunications providers either have or are likely to seek a similar consent; and,

WHEREAS, it is the policy of the municipality to permit such entry into the corporate limits and such use of the streets and public places for the provision of telecommunication services, subject to the duty and authority of the municipality to manage its streets, public property and rights-of-way, and to require fair and reasonable compensation from telecommunications providers for the use thereof on a competitively neutral and nondiscriminatory basis and to publicly disclose the amount of such compensation; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2018, as follows:

Section 1: As used in this ordinance, the word "Company" means MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation existing under the laws of the State of South Carolina and duly authorized to do business in South Carolina, its successors and assigns.

Section 2: As used in this ordinance, the word "Municipality" means the City of Columbia, South Carolina.

Section 3: As used in this ordinance, the term "Telecommunications Services" has the meaning and definition given to that same term by S.C. Code Ann. Sections 58-9-10 and 58-9-2200 (1) (1999), which includes operation and/or provision of access to transmission facilities and infrastructure for the transmission of voice, data, text, sound, and video using wired telecommunications networks, and 47 USC 153; provided, however, for purposes of this ordinance, the term "Telecommunications Services" does not include cable television. Cable television services may only be provided in the municipal limits pursuant to a separate franchise pursuant to 42 USC 542.

Section 4: The non-exclusive right, power and authority are hereby granted and vested in the Company to construct, install, maintain, and operate in, over, under, and upon the streets, alleys, bridges, rights-of-way and other public places of the Municipality, its lines, poles, antennas, wires,

cables, cabinets, conduits, converters, equipment and other telecommunications facilities and to use those facilities to render Telecommunication Services to its customers within the corporate limits of the Municipality.

Section 5: Prior to the commencement or continuation of any construction or operation in the corporate limits of the Municipality, the Company shall be duly authorized to do business in South Carolina and shall have received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission or the Federal Energy Regulatory Commission. Evidence that such authority has been acquired or that it is not required will be filed with the Municipality.

Section 6: All work upon the streets and public places of the Municipality shall be in accordance with all applicable standards, codes, and ordinances, and will be done under the general supervision of the Mayor and Council of the Municipality. The city has a preference that all new construction will, wherever practicable and economically feasible, be placed underground; however, service lines, cables and/or equipment will be allowed to be placed aboveground if other existing service lines, cables and/or equipment in that area are installed aboveground. Any necessary aboveground construction will, wherever practicable, utilize existing utility poles. No street, alley, bridge, right-of-way or other public place used by the Company shall be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the Municipality, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default thereof, the Municipality may make such repairs after providing notice to Company and charge the reasonable cost thereof to and collect the same from the Company. The Company shall defend and save the Municipality harmless from all liability or damage (including judgments, decrees, court costs, and defense costs) arising out of the Company's operations within the corporate limits of the Municipality, the exercise of the privileges granted to the Company by this ordinance, or the acts or omissions of the Company's employees, contractors, or agents, unless said liability or damage results from the negligence or willful misconduct of the Municipality, its employees, officers, contractors, or agents. Notwithstanding the foregoing, Company shall not be liable for damages, including but not limited to, delay damages, in the event Company suffers a force majeure or other event beyond its control.

Section 7: In consideration of the grant of authority to utilize the streets and public places of the Municipality for the provision of Telecommunication Services, and in accordance with applicable laws and ordinances, the Company shall pay such lawful franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the Municipality. The Company shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the Municipality. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunication Services shall be substantially modified by subsequent legislation or court decision, the provisions herein contained may be brought into conformity with the changes in the applicable law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on

providers of Retail Telecommunications Services presently contained in said statute shall be removed or modified, the Municipality will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such applicable South Carolina and federal law as may then govern.

Section 8: Except as specifically provided herein, or otherwise mandated by law, the privilege granted to the Company by this ordinance does not exempt or excuse the Company from the police power and all other lawfully imposed municipal authority and laws including, but not limited to, those relating to zoning, permitting, traffic control, construction and excavation, planning, aesthetics, and the environment.

Section 9: The non-exclusive franchise and consent granted by this ordinance shall be in force and effect for an initial term of two (2) years, and thereafter may be renewed by mutual agreement of both parties in accordance with applicable laws and regulations. On or about the first anniversary of the grant of this franchise, upon the request of Municipality, Company and Municipality shall meet and review the terms of this Ordinance, and any concerns or issues raised in respect thereof, and negotiate in good faith any modifications as the parties may determine, in good faith, are necessary to address such concerns or issues with such consent for modification not unreasonably withheld.

Section 10: This franchise and consent ordinance is subject to the Constitution and laws of the State of South Carolina. In conforming this ordinance to the requirements of S.C. Code Ann. Section 58-9-2200 et. seq. as enacted by the General Assembly of South Carolina in 1999, the Municipality does not concede or imply that the General Assembly has the authority to restrict by general law the powers denied to the General Assembly and reserved to the municipalities of South Carolina by Article VIII Section 15 of the Constitution of South Carolina.

This ordinance is effective as of final reading.

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

DRAFT

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-033 - Granting an encroachment to Jeremy Long for installation and maintenance of a landscaping and a concrete walkway within the right of way area of the 2700 Block of Wilmot Avenue adjacent to 2721 Wilmot Avenue Richland County TMS# 11315-11-19**

PURPOSE: **First reading approval was given on June 19, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-033 encroach 2721 Wilmot (Long) (PDF)

HISTORY:

06/19/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-033

Granting an encroachment to Jeremy Long for installation and maintenance of a landscaping and a concrete walkway within the right of way area of the 2700 Block of Wilmot Avenue adjacent to 2721 Wilmot Avenue Richland County TMS# 11315-11-19

WHEREAS, Jeremy Long (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 2700 block of Wilmot Avenue adjacent to 2721 Wilmot Avenue for the installation and maintenance of landscaping and a concrete walkway measuring approximately six (6') feet in width ten (10') feet in length, as shown on the attached drawing; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the grantee is hereby granted the right to use the right of way area of the 2700 block of Wilmot Avenue adjacent to 2721 Wilmot Avenue for the installation and maintenance of landscaping and a concrete walkway measuring approximately six (6') feet in width ten (10') feet in length, as shown on the attached drawing; and.

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

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. Landscaping to be maintained by property owner.
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.

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.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his 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

Approved by:

City Manager

Mayor

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-033

2700 BLOCK OF WILMOT AVENUE
ADJACENT TO 2721 WILMOT AVENUE
CONCRETE WALKWAY AND SOD

Subject Property:	Right-of-Way within the 2700 Block of Wilmot Avenue adjacent to 2721 Wilmot Avenue, Richland County TMS#11315-11-19
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a concrete walkway and sod
Applicant:	Jeremy Long
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of a concrete walkway measuring approximately six (6') feet in width ten (10') feet in length and sod, as shown on the attached drawing. 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. Landscaping to be maintained by property owner. 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.

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Need to be cautious of existing tree roots while completing work in the row as per discussion with property owner. Root damage can significantly impact health and structure of the existing trees which are to remain.

Land Development	Recommend approval.
Fire	Recommend approval.

City of Columbia

2721 Wilmot Avenue - Encroachment

Monday, March 5, 2018

CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

REQUEST FOR A PERMANENT RESIDENTIAL OR CHURCH DIRECTIONAL SIGNS ENCROACHMENT ORDINANCE

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

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; **or** mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 1/29/18 Property Owner: Jeremy Long

Applicant's Name if different from Property Owner: _____

Contact Information: Telephone Number: 803-518-9012 Fax Number: _____

Mailing address: 1172 West Shady Grove Rd. Irmo, SC 290[illegible] E-mail address: apexelectricops@gmail.com

Encroachment Location (Address): 2721 Wilmot Ave. Columbia, SC 29205

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: 11315-11-19

==========

Encroachment type: ___Wall ___ Fence ___ Columns___ Steps___ Irrigation System_X_ Landscaping____ Driveway____ Pavers

_X_ Walkway/Side walk ____ Underground Utilities ____ other

If Other - specify: _____

Dimensions (height/width/length): Roughly 10'x 80' removal of existing Jasmine Ivy being replaced with sod. Replace existing stone pavers with 6'x 10' concrete sidewalk

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

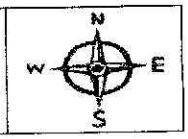
Construction material: Sod, concrete

Please provide photographs and drawing or site plan ***drawn to scale*** - no larger than 8-1/2 x 11.

==========

_____ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



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

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

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jlthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfdkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017

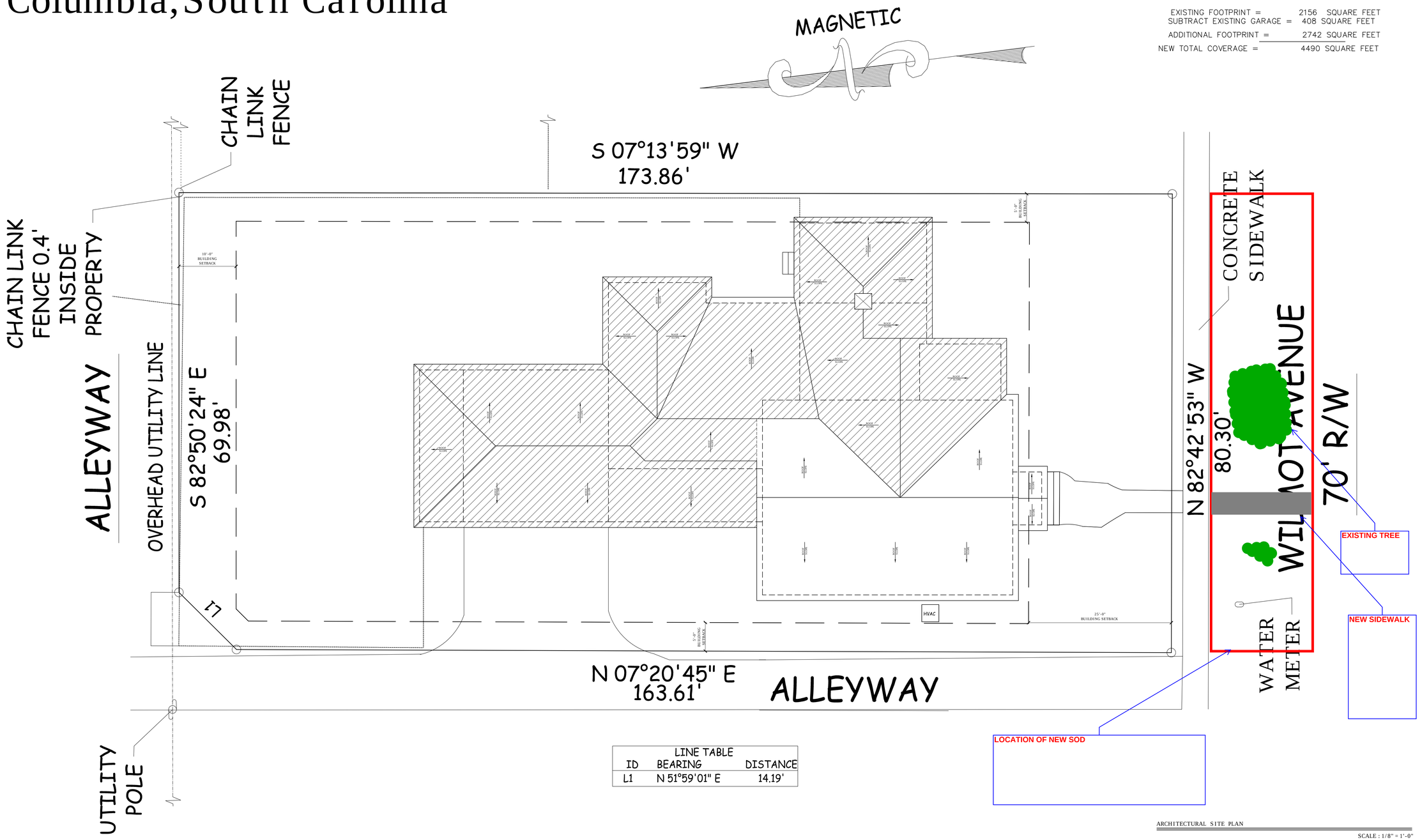
A Renovation/Addition for :

2721 Wilmot Avenue

Columbia,South Carolina

PERCENTAGE OF LOT COVERAGE
AREA = 0.32 ACRE X 43,560 = 13,940 SQ FT
X 40%
ALLOWED COVERAGE = 5576 SQUARE FEET

EXISTING FOOTPRINT = 2156 SQUARE FEET
SUBTRACT EXISTING GARAGE = 408 SQUARE FEET
ADDITIONAL FOOTPRINT = 2742 SQUARE FEET
NEW TOTAL COVERAGE = 4490 SQUARE FEET



LINE TABLE		
ID	BEARING	DISTANCE
L1	N 51°59'01" E	14.19'

ARCHITECTURAL SITE PLAN
SCALE : 1/8" = 1'-0"

DATE:
JUNE 27 2016

PROJECT NO:
2016-40

REVISIONS :

PALMETTO HOME DESIGNS
Columbia, South Carolina
tonya@palmettohomedesigns.com
(T) 803-622-7255

PROJECT :
LONG RESIDENCE
2721 WILMOT AVENUE
COLUMBIA, SOUTH CAROLINA

COVER SHEET - ARCHITECTURAL SITE PLAN

SHEET NO.
A.0

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We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-036 - Authorizing consumption of beer and wine only at the Palmetto Place Palooza Charity Fundraiser on Saturday, September 29, 2018 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** R-2018-036 Palmetto Place Palooza Blanding St (Sept 29) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-036

Authorizing consumption of beer and wine only at the Palmetto Place Palooza Charity Fundraiser on Saturday, September 29, 2018 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion

WHEREAS, Palmetto Place Shelter ("Sponsor") is sponsoring the Palmetto Place Palooza Charity Fundraiser the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 2:00 p.m. until 6:00 p.m. on Saturday, September 29, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 12:30 p.m. until 7:30 p.m. for set up, clean up, and staging of the event to be held from 2:00 p.m. until 6:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 2:00 p.m. until 5:30 p.m.; and for crowd control and overflow; and,

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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 2:00 p.m. until 5:30 p.m. on Saturday, September 29, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages 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 possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets 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 that the closed portion of the 1600 block

of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, 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 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, 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 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, September 29, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	4/24/2018
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Lottie Felkel Lottie@palmettoplaceshelter.org 843-872-1082
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Palmetto Place Palooza/ Charity Fundraiser
DATE(S) OF EVENTS: (monthly can be on one request)	9/29/2018
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.)	None
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1616 Blanding St./ Robert Mills House & 1600 Block of Blanding St
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)	1600 Block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion
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	12:30 p.m. -- 7:30 p.m.
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	2 p.m. -- 6 p.m.
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.)*	2 p.m. - 5:30 p.m.

Requests should be submitted by mail, e-mail or fax at least *NINETY (90)* ***days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

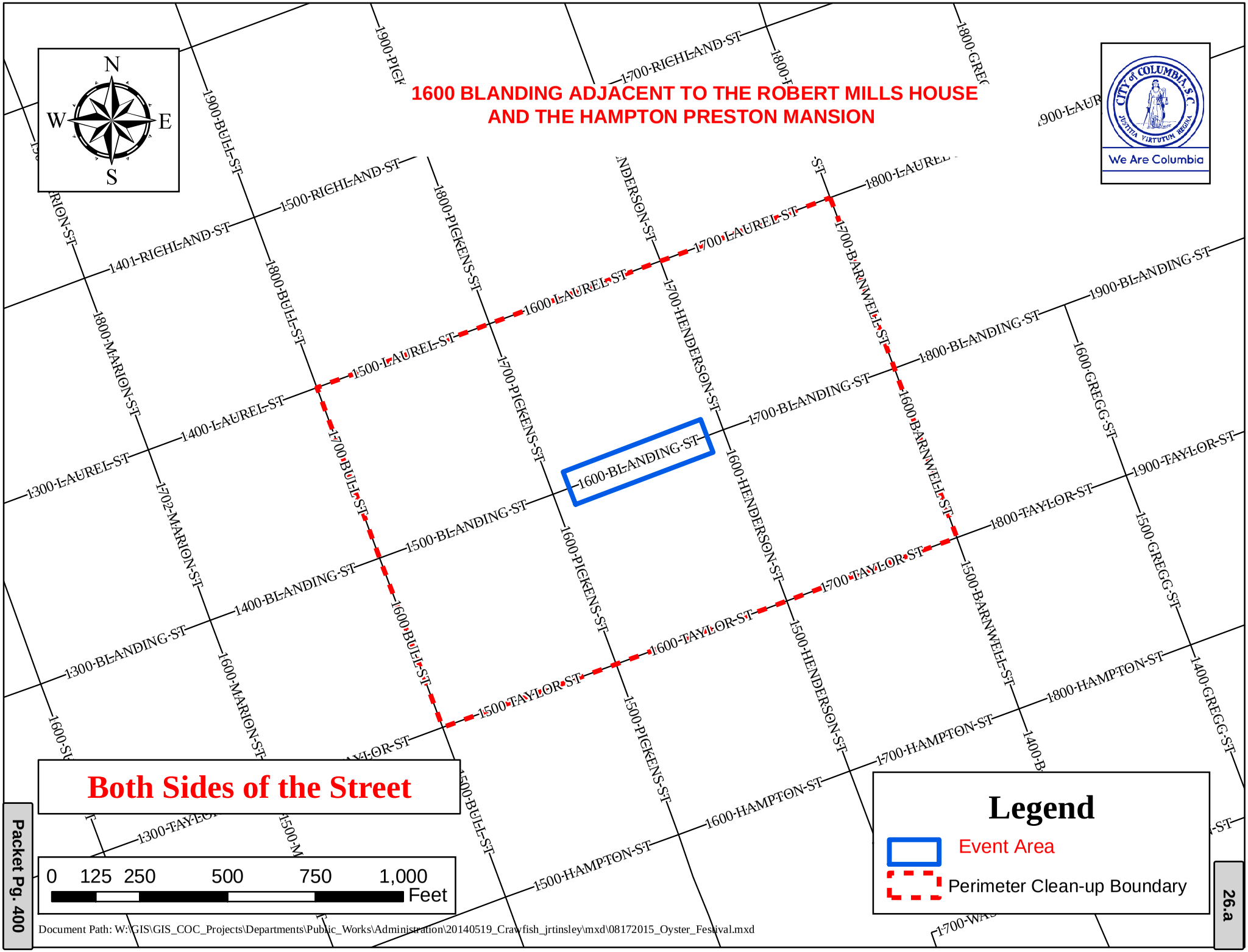
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

18000715 R-2018-031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Event Area
Perimeter Clean-up Boundary
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We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-047 - Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1000 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 14, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** R-2018-047 Tunnel to Towers (Sept 14) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-047

Authorizing consumption of beer and wine only at the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders in the 1000 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 14, 2018

WHEREAS, the Stephen Siller Tunnel to Towers Foundation ("Sponsor") is sponsoring the Tunnel to Towers 5K Walk/Run for Injured Military and First Responders, on Friday, September 14, 2018 from 6:30 p.m. until 10:00 p.m. in the 1000 block of Lincoln Street between Senate Street and Pendleton Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1000 block of Lincoln Street between Senate Street and Pendleton Street on Friday, September 14, 2018 from 4:30 p.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held between 6:30 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 6:30 p.m. and 9:30 p.m.; and,

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 _____, 2018, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:30 p.m. and 9:30 p.m. on Friday, September 14, 2018; 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 clean-up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that 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 1000 block of Lincoln Street between Senate Street and Pendleton Street, 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-

LEGAL DEPARTMENT DRAFT

1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Lincoln Street between Senate Street and Pendleton Street, 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 Friday, September 14, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

DATE OF REQUEST	04/12/2018
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Mike Sonefeld msonefeld@irmofire.org 803-513-8148 cell 803-798-4680 fax
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Tunnel to Towers 5Krun/walk
DATE(S) OF EVENTS:	Friday September 14th 2018
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.)	No Contigency date, rain or shine
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1001 Lincoln St. in front of the Columbia Metropolitan Convention Center
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 Lincoln St. between Senate St. and Pendleton St. Both directions
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	5:00 pm to ~~10:00~~ 11 pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	6:30 pm until ~~9:00~~ 10pm
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.)*	per email 5/30/18 6:30-9:30 p.m.

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

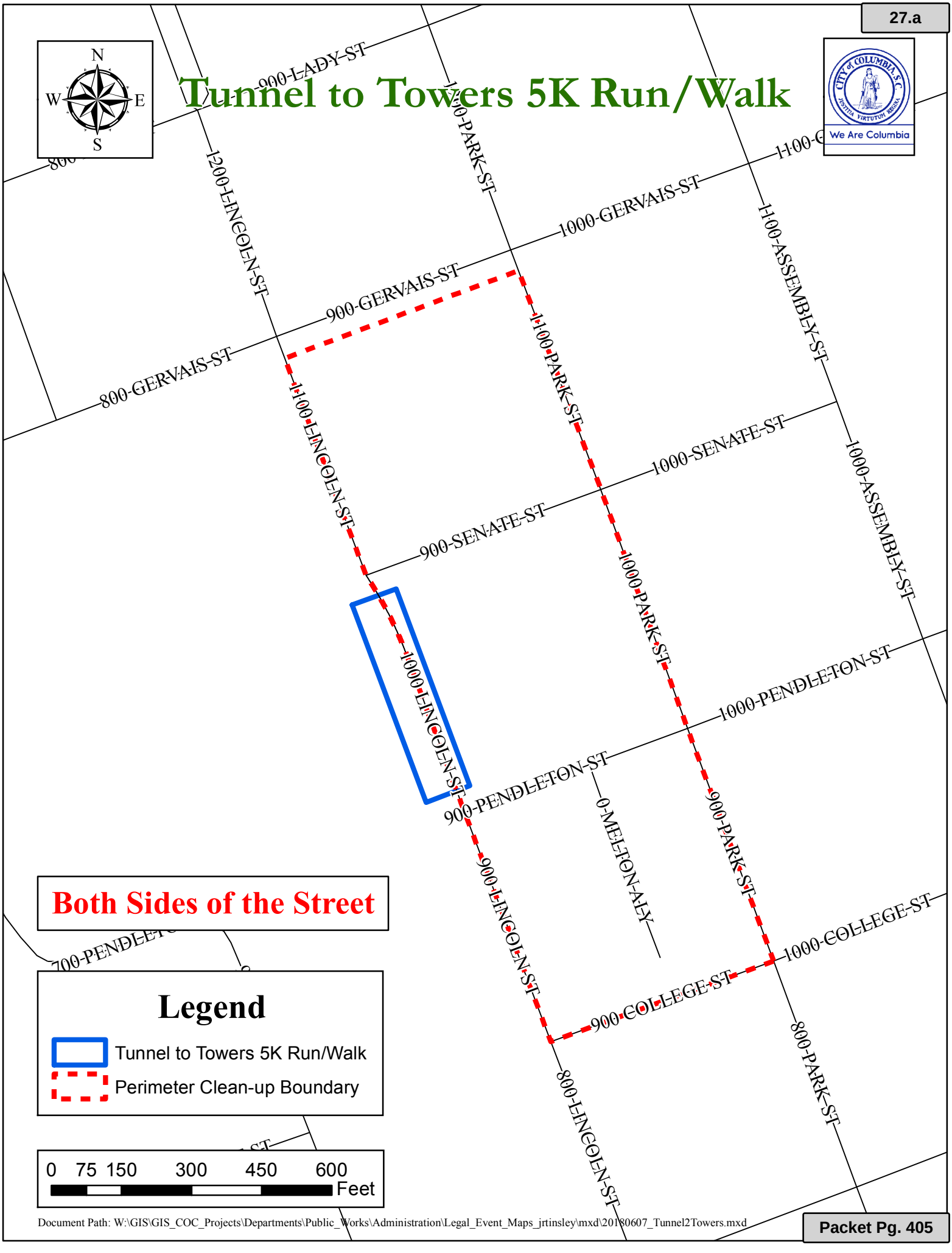
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

Tunnel to Towers 5K Run/Walk



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We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-048 - Amending Resolution No.: R-2016-025 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City for relocation from the 1300 and 1400 blocks of Main Street to the 1500, 1600 and 1700 blocks of Main Street during the Latin, SC Pride and Jam Room Music festivals and The Hub move-in dates only**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-048 amend Soda City for Jam Fest SC Pride Latin Festival & Hub move in (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-048

Amending Resolution No.: R-2016-025 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City for relocation from the 1300 and 1400 blocks of Main Street to the 1600 and 1700 blocks of Main Street during the Latin, SC Pride and Jam Room Music festivals and The Hub move-in dates only

WHEREAS, on April 5, 2016, City Council approved Resolution No.: R-2016-025 amending Resolution No.: R-2015-105, a copy of each resolution being attached hereto and incorporated herein by specific reference, authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January, 2016 to December, 2018 within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street, and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance; and,

WHEREAS, among other things, the resolutions reserved the right unto the City to negotiate with the Market Organizer and other parties to accommodate unplanned events that the City deems extraordinary, including but not limited to SC Pride, JamFest the Latin Festival and The Hub move-in days; and,

WHEREAS, the City has negotiated with the organizers of the events, market and merchants in the 1600 and 1700 blocks of Main Street, to allow for the relocation of the market from the 1300 and 1400 blocks of Main Street to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street or Blanding Street and Main Street and the 1700 block of Main Street, excluding the sidewalk areas and without closing the intersection of Blanding Street and Main Street or Laurel Street and Main Street, only on Saturday, August 18, 2018 for The Hub move-in; Saturday, August 25, 2018 for The Latin Festival, with a rain contingency date of Saturday, September 1, 2018; Saturday, September 29, 2018 for Jam Room Music Festival; and Saturday, October 20, 2018 for SC Pride, as follows:

1. Resolution No.: R-2017-115, approved on November 21, 2017 authorizes The Latin Festival to utilize the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 11:00 a.m. until 10:00 p.m. on Saturday, August 25, 2018, with a rain date contingency of Saturday, September 1, 2018; and,

2. Resolution No.: R-2018-005, approved on March 20, 2018, authorizes Jam Room Music Festival to utilize 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 12:00 p.m. until 10:00 p.m. on Saturday, September 29, 2018; and,

3. Resolution No.: R-2018-033, approved on May 1, 2018 authorizes SC Pride to utilize the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 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 to the parking lot from 11:00 a.m. until 9:00p.m on Saturday, October 20, 2018 ; and,

LEGAL DEPARTMENT DRAFT

WHEREAS, it has been determined that the relocation of the market from the 1300 and 1400 blocks of Main Street to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and 1700 block of Main Street, excluding the sidewalk areas and without closing the intersection of Blanding Street and Main Street, and shall operate in the 1500 block of Main Street between Hampton Street and Taylor Street excluding the sidewalk areas and without closing the intersection of Hampton Street, the 1600 block of Main Street between Taylor Street and Blanding Street excluding the sidewalk areas and without closing the intersection of Blanding Street and the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Laurel Street, only for The Hub move-in days, Latin, SC Pride and Jam Room Music festivals, would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2018, that Resolution No.: R-2016-025 approved by City Council on April 5, 2016 amending Resolution No.: R-2015-105, approved by City Council on December 1, 2015, authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January, 2016 to December, 2018 within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street, except during The Hub move-in days, Latin, SC Pride and Jam Room Music festivals, and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance is amended to allow for the relocation of the market from the 1300 and 1400 blocks of Main Street to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and 1700 block of Main Street, excluding the sidewalk areas and without closing the intersection of Blanding Street and Main Street, and shall operate in the 1500 block of Main Street between Hampton Street and Taylor Street excluding the sidewalk areas and without closing the intersection of Hampton Street, the 1600 block of Main Street between Taylor Street and Blanding Street excluding the sidewalk areas and without closing the intersection of Blanding Street and the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Laurel Street only on Saturdays, August 18, 2018 for The Hub move-in; August 25, 2018 for The Latin Festival, with a rain contingency date of Saturday, September 1, 2018; Saturday, September 29, 2018 for Jam Room Music Festival; and Saturday, October 20, 2018 for SC Pride.

BE IT FURTHER RESOLVED that with the exception of the events outlined hereinabove, the remainder of Resolution R-2016-025 as approved by City Council on April 5, 2016 amending Resolution No.: R-2015-105, approved by City Council on December 1, 2015, a copy of each resolution being attached hereto and incorporated herein by specific reference, shall remain in full force and effect.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

ATTEST:

_____
City Attorney

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/25/2018

Hub Move-In

We Are Columbia

Both Sides of the Street

Legend

- Hub Move-In
- Soda City
- Boyd Plaza
- Perimeter Cleanup Boundary

0 87.5 175 350 525 700 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180518_HubMoveIn.mxd

Latin Festival

We Are Columbia

Both Sides of the Street

Legend

- Latin Festival
- Soda City
- Boyd Plaza
- Perimeter Cleanup Boundary

0 87.5 175 350 525 700 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180518_LatinFestival.mxd

Jam Room Festival

We Are Columbia

Both Sides of the Street

Legend

- Jam Room Festival
- Soda City
- Boyd Plaza
- Perimeter Cleanup Boundary

0 87.5 175 350 525 700 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180518_JamRoomFestival.mxd

SC Pride Festival

We Are Columbia

N
W E
S

1900-HOUN-ST
1900-MAIN-ST
1900-SUMTER-ST
1401-RICHLAND-ST
1201-RICHLAND-ST
1100-RICHLAND-ST
1800-SUMTER-ST
1900-MARION-ST
1700-BULL-ST
1400-LAUREL-ST
1300-LAUREL-ST
1800-ASSEMBLY-ST
1800-MAIN-ST
1702-MARION-ST
1200-LAUREL-ST
1700-SUMTER-ST
1100-LAUREL-ST
1700-MAIN-ST
1400-BLANDING-ST
1000-LAUREL-ST
1700-ASSEMBLY-ST
1300-BLANDING-ST
1600-MARION-ST
1200-BLANDING-ST
1600-SUMTER-ST
1100-BLANDING-ST
1600-MAIN-ST
1400-TAYLOR-ST
1300-TAYLOR-ST
1600-ASSEMBLY-ST
1500-MARION-ST
1200-TAYLOR-ST
1500-SUMTER-ST
1100-TAYLOR-ST
1500-MAIN-ST
1300-HAMPTON-ST
1000-TAYLOR-ST
903-TAYLOR-ST
1200-HAMPTON-ST
1500-ASSEMBLY-ST
1500-PARK-ST
1100-HAMPTON-ST
1400-MAIN-ST
1000-HAMPTON-ST
1400-ASSEMBLY-ST
1300-WASHINGTON-ST
915-HAMPTON-ST
1400-PARK-ST
1200-WASHINGTON-ST
1300-SUMTER-ST
1100-WASHINGTON-ST
1300-MAIN-ST
1000-WASHINGTON-ST
1300-LADY-ST
1300-ASSEMBLY-ST
1200-LADY-ST
1200-SUMTER-ST
1100-LADY-ST
1200-MAIN-ST
1000-LADY-ST
1200-ASSEMBLY-ST
1200-GERVAIS-ST
1200-PARK-ST
1100-GERVAIS-ST

Both Sides of the Street

Legend

- SC Pride Festival
- Soda City
- Boyd Plaza
- Perimeter Cleanup Boundary

0 87.5 175 350 525 700 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180518_SCPrideFestival.mxd

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RESOLUTION NO.: R-2016-025

Amending Resolution No.: R-2015-015 Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January, 2016 to December, 2018 within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street, and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance, to authorize the relocation of Soda City to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street for The Hub move- in dates, the Latin, SC Pride and Jam Room Music festivals only

WHEREAS, on December 1, 2015, City Council approved Resolution No.: R-2015-105, a copy of which is attached hereto and incorporated herein by specific reference, authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January, 2016 to December, 2018 within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street, and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance; and,

WHEREAS, Resolution No.: R-2015-105 reserved the right unto the City to negotiate with the Market Organizer and other parties to accommodate unplanned events that the City deems extraordinary, including but not limited to SC Pride, JamFest and the Latin Festival; and,

WHEREAS, the City has negotiated with the organizers of the events, market and merchants in the 1600 block of Main Street, to allow for the relocation of the market from the 1400 block of Main Street to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street, ***only*** for The Hub move-in days, Latin, SC Pride and Jam Room Music festivals, provided that:

1. SC Pride shall obtain a resolution of City Council to utilize the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 and 1400 blocks of Main Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 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 to the parking lot; and,

2. The Latin Festival shall obtain a resolution of City Council to utilize the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122

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Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage; and,

3. Jam Room Music Festival shall obtain a resolution of City Council to utilize 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 4:00 a.m. until 10:00 p.m. Saturday, November 12, 2016 for set up, clean up, and staging of the event to be held 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; and,

WHEREAS, it has been determined that the relocation of the market from the 1400 block of Main Street to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street ***only*** for The Hub move-in days, Latin, SC Pride and Jam Room Music festivals, would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this 4th day of April, 2016, that Resolution No.: R-2015-105, approved by City Council on December 1, 2015, authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January, 2016 to December, 2018 within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street, except during The Hub move-in days, Latin, SC Pride and Jam Room Music festivals, and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance is amended to allow for the relocation of the market from the 1400 block of Main Street to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street ***only***, provided that:

1. SC Pride shall obtain a resolution of City Council to utilize the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 and 1400 blocks of Main Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 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 to the parking lot; and,

2. The Latin Festival shall obtain a resolution of City Council to utilize the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage; and,

3. Jam Room Music Festival shall obtain a resolution of City Council to utilize 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 4:00 a.m. until 10:00 p.m. Saturday, November 12, 2016 for set up, clean up, and staging of the event to be held 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; and,

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BE IT FURTHER RESOLVED that Resolution R-2015-105 is further amended as follows:

(1) Businesses with storefronts along the market area shall be allowed to display and sell their goods upon the sidewalk adjacent to their business, at no cost to their business, on each weekend that the market is conducted. Such businesses shall ensure that Americans With Disabilities Act (ADA) access along the sidewalks and to their businesses is maintained at all times; and,

(2) The market shall include promotions of businesses with storefronts along the market area as part of Soda City marketing efforts; and,

(3) The market organizer shall conduct himself in accordance with his role as positive promoter and de facto goodwill ambassador of the City of Columbia in matters related to the Market. In the event that Organizer fails to act as a positive promoter and de facto goodwill ambassador of the City, the City, at its sole option, may immediately terminate this Agreement; and,

(4) The Columbia Police Department shall strictly enforce all terms, conditions, and requirements set forth in Resolution No.: R-2015-105 and its incorporated attachments approved by City Council on December 1, 2015, this Amendment and the amendments to Resolution No.: R-2015-105 outlined hereinabove; and

(5) In the event the Organizer fails to strictly perform and comply with all terms, conditions and requirements set forth in Resolution No.: R-2015-105 and its incorporated attachments approved by City Council on December 1, 2015, this Amendment and the amendments to Resolution No.: R-2015-105 outlined hereinabove, or if the City, in its sole discretion determines that it is in the best interests of the City to terminate this Agreement, the City may repeal the Resolution and immediately terminate the Agreement attached thereto. Organizer may terminate the Agreement at any time.

BE IT FURTHER RESOLVED that with the exception of the events outlined hereinabove, the remainder of Resolution R-2015-105 as approved by City Council on December 1, 2015, a copy of which is attached hereto and incorporated herein, shall remain in full force and effect.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 4/5/2016
Final Reading: 4/5/2016

Last revised: 3/23/2016
16030570

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RESOLUTION NO.: R-2015-105

Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January, 2016 to December, 2018 within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street, and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance

WHEREAS, Emile DeFelice ("Organizer") is organizing an open air market to be held within the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza and sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street between Hampton Street and Taylor Street without closing the intersection of Hampton Street and Main Street, *and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street,* for Soda City from 9 a.m. to 1 p.m. on Saturdays from January 2, 2016 through December 31, 2018. The City of Columbia reserves the right to negotiate with the Market Organizer and other parties to accommodate unplanned events that the City deems as extraordinary including but not limited to SC Pride, JamFest, Latin Festival; and,

WHEREAS, Organizer has requested permission for the temporary closing and use of the 1500 Block of Main Street and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street between Hampton Street and Taylor Street without closing the intersection of Hampton Street and Main Street, *and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street,* as shown on the sketch attached hereto as Exhibit "A" and incorporated herein, from 7:30 a.m. until 2:00 p.m. for set up, clean up, and staging of the event to be held in the parking spaces only from 9:00 a.m. until 1:00 p.m. on Saturdays from January 2, 2016 through December 31, 2018, for patrons to taste locally produced wine and beer beverages only provided by market vendors at the event during the operating hours of 9:00 a.m. until 1:00 p.m.; and for crowd control and overflow; and,

WHEREAS, potential expansion of the Market into the 1400 block of Main Street between Hampton Street and Taylor Street without closing the intersection of Hampton Street and Main Street will depend on growth rate and seasonal fluctuations and may not occur on a regular basis, the Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such expansion by 12:00 p.m. (noon) on Monday before the market; and,

WHEREAS, potential expansion of the Market beginning in 2017 into the 1300 block of Main Street between Washington Street and Lady Street without closing the intersection of Washington Street and Main Street will depend on growth rate and seasonal fluctuations and may not occur on a regular basis. For the initial expansion the Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such expansion no later than one (1) month from the date of the initial expansion and potential expansions thereafter shall be made by 12:00 p.m. (noon) on Monday before the market; and,

WHEREAS, Organizer has further requested that the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached drawing as Exhibit "F" be approved as a permanent alternate site location for the Market so that during certain events, such as inclement weather, the market could be relocated; and,

WHEREAS, the City of Columbia has the right, in its sole and exclusive discretion, to require a vendor to remove any items that City staff deems not to be in compliance with is resolution; and,

WHEREAS, the City of Columbia ("City") has agreed to sponsor the said event; and,

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WHEREAS, Organizer shall:

1. Bear all costs associated with all market events, including police officers on duty from 7:30 a.m. to 2 p.m. and a fire marshal as required by the City of Columbia Fire Department, and will not seek any financial assistance from the City of Columbia.

2. Pay the City of Columbia $1 per vendor to cover the costs for internal services to include electricity. Payment is required monthly; check should be delivered to Public Works Administration office on the Tuesday following the last Saturday of the month market.

3. Be responsible for vendors' tents and tables. All equipment shall be set up within the parking space areas only within the 1500 blocks of Main Street as shown on the attached Exhibit "A", *and based on growth and/or seasonal fluctuations the 1400 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations in 2017 the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street,* or due to inclement weather or during certain other events the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street, with the exception of sidewalk areas, parking areas, adjacent garage and off-street parking areas. Tents and tent tie down materials and food trucks are prohibited on the sidewalk areas and median of all blocks of Main Street, intersections and cross streets and within the City Center Parking Garage. There shall be a minimum distance of twenty (20') feet between the tents and food trucks on each side of the street to allow for emergency vehicle access through the middle of the street and to comply with fire codes. All vendor activities shall be in compliance with applicable fire codes. Vendor tents and food trucks shall be placed and installed in compliance with fire codes. The number of vendor tents and food trucks allowed in the event area shall be limited by and in compliance with fire codes.

4. Provide bathroom facilities for vendors and event patrons. If these facilities are housed in an existing business, Market Organizer shall provide the City a written confirmation letter from said business(es);

5. Provide a certificate of insurance 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, 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;

6. Vendors must have current permits, licenses and certifications required by local, state and/or federal laws and regulations, including but not limited to those permits, licenses and certifications described in Exhibit "B" attached hereto and incorporated herein;

7. Vendors must comply with the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto as Exhibit "C" and incorporated herein;

8. Insure that all items sold are LOCALLY grown, produced, processed and crafted within one hundred (100) miles of Columbia, South Carolina. Special exceptions will be made on products not available within one hundred (100) miles of Columbia, South Carolina, i.e. fresh coastal seafood, citrus, coffee, out-of-season and exotic produce, etc.

9. Insure vendors offering tastings of locally produced wines and beers have obtained all necessary permits and/or licenses which are required by SCDOR for wine and beer tastings.

10. Adopt appropriate Rules and Regulations for the conduct and control of the market.

11. Require all vendors to execute an indemnification and hold harmless agreement in favor of the City of Columbia prior to their participation in the event, attached hereto as Exhibit "D", and incorporated herein.

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 1st day of December, 2015, that tastings of locally produced wine and beer **only** provided by market vendors is authorized at the event between the hours of 9:00 a.m. until 1:00 p.m.; and,

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the attached Agreement to Organize and Operate an Open Air Market between Emile DeFelice ("Organizer") and City of Columbia for use of the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street without closing the intersection of Hampton Street and Main Street excluding the sidewalk areas *and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street,* for Soda City or due to inclement weather or during certain other events the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street, with the exception of sidewalk areas, parking areas, adjacent garage and off-street parking areas attached hereto as Exhibit "E" and incorporated herein; and,

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BE IT FURTHER RESOLVED the City of Columbia has the right, in its sole and exclusive discretion, to require a vendor to remove any items that City staff deems not to be in compliance with this resolution and attached Agreement to Organize and Operate an Open Air Market; and,

BE IT FURTHER RESOLVED that during certain events, such as inclement weather, the market will be relocated to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached Exhibit "E", which will be used as a permanent alternate location; and,

BE IT FURTHER RESOLVED that should the Market Organizer or City of Columbia recommend relocation of the market to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached Exhibit "E", the Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such change by 12:00 p.m. (noon) on Friday before the market. The Market Organizer will also be responsible for notification of vendors for such location change. Inclement weather shall be defined as weather-related events that might cause safety issues for vendors and/or customers, including high winds, torrential or continuous rain, thunderstorms, ice, etc.; and,

BE IT FURTHER RESOLVED that vendor set up within the City Center Parking Garage shall be restricted to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached drawing so as to allow for vehicular ingress and egress to the parking garage, and for the safety, ingress and egress of pedestrians; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages within either event area location is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages within either event area location are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean-up and recycling of all trash and debris within either event area location and shall place same in the roll carts provided by the City. Any overflow of trash, debris and/or recyclables 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, debris and/or recyclables are well contained. Roll carts and bagged trash and debris, as well as recyclables, 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 event area, any costs incurred by the City in removing loose trash, debris and/or recyclables within either event area location, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that all vendors be restricted to a stationary location; and,

BE IT FURTHER RESOLVED that food trucks within the 1500 block of Main Street, excluding Boyd Plaza and the sidewalk areas, shall be ~~limited to three (3) trucks and~~ restricted to a stationary location, one each parked in the loading/unloading spaces as depicted on the sketch attached as Exhibit "A" and incorporated herein; and,

BE IT FURTHER RESOLVED that should the market be relocated to the City Center Parking Garage that ***tents and food trucks shall be prohibited*** and all vendors shall be restricted to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached drawing as Exhibit "F" so as to allow for vehicular ingress and egress to the parking garage, and for the safety, ingress and egress of pedestrians,; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within either event area location. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited, except for such times as the Organizer permits loading before the event and unloading after the closing of the event. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups and backpacks shall be prohibited. Shopping bags shall be allowed; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street without closing the intersection of Hampton Street and Main Street *and based on growth and/or*

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seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street, for Soda City with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, or due to inclement weather or during certain other events the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street, with the exception of sidewalk areas, parking areas, adjacent garage and off-street parking areas and any other areas posted as to not allow alcoholic beverages as depicted on the attached drawing 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 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street without closing the intersection of Hampton Street and Main Street *and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street,* with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages or due to inclement weather or during certain other events the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street, with the exception of sidewalk areas, parking areas, adjacent garage and off-street parking areas and any other areas posted as to not allow alcoholic beverages as depicted on the attached drawing, is deemed to be the site of a public festival at which the tasting only of locally produced wine and beer beverages only provided by market vendors may be consumed and the prohibition against possession or consumption of wine and beer beverages only set forth in Sec. 14-99 shall not apply. Possession and tastings only of locally produced wine and beer beverages only which are provided by market vendors only shall be permitted only in plastic cups 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.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

Teresa Wilson
City Manager

Approved as to form:

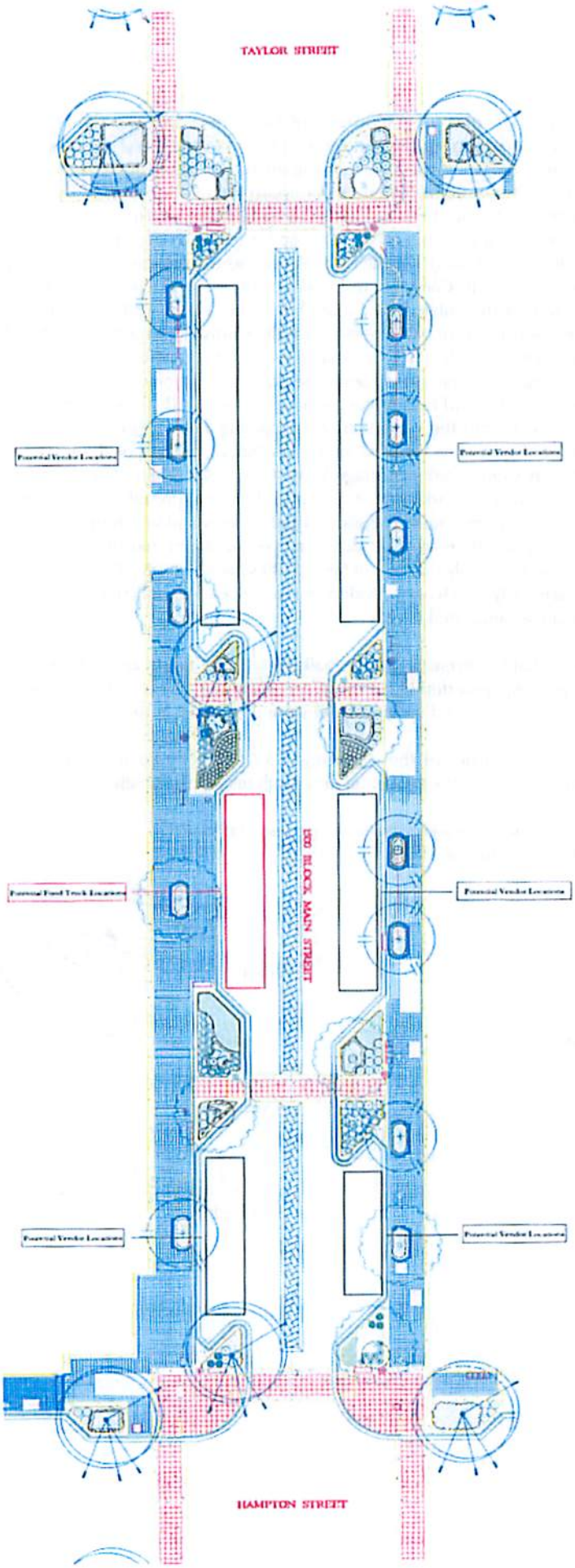
City Attorney

ATTEST:

Erika D. Moore
City Clerk

Introduced:
Final Reading:

Last revised: 11/18/2015
15112829


TAYLOR STREET
Potential Vendor Locations
Potential Vendor Locations
Potential Food Truck Locations
Potential Vendor Locations
Potential Vendor Locations
Potential Vendor Locations
1200 BLOCK MAIN STREET
HAMPTON STREET

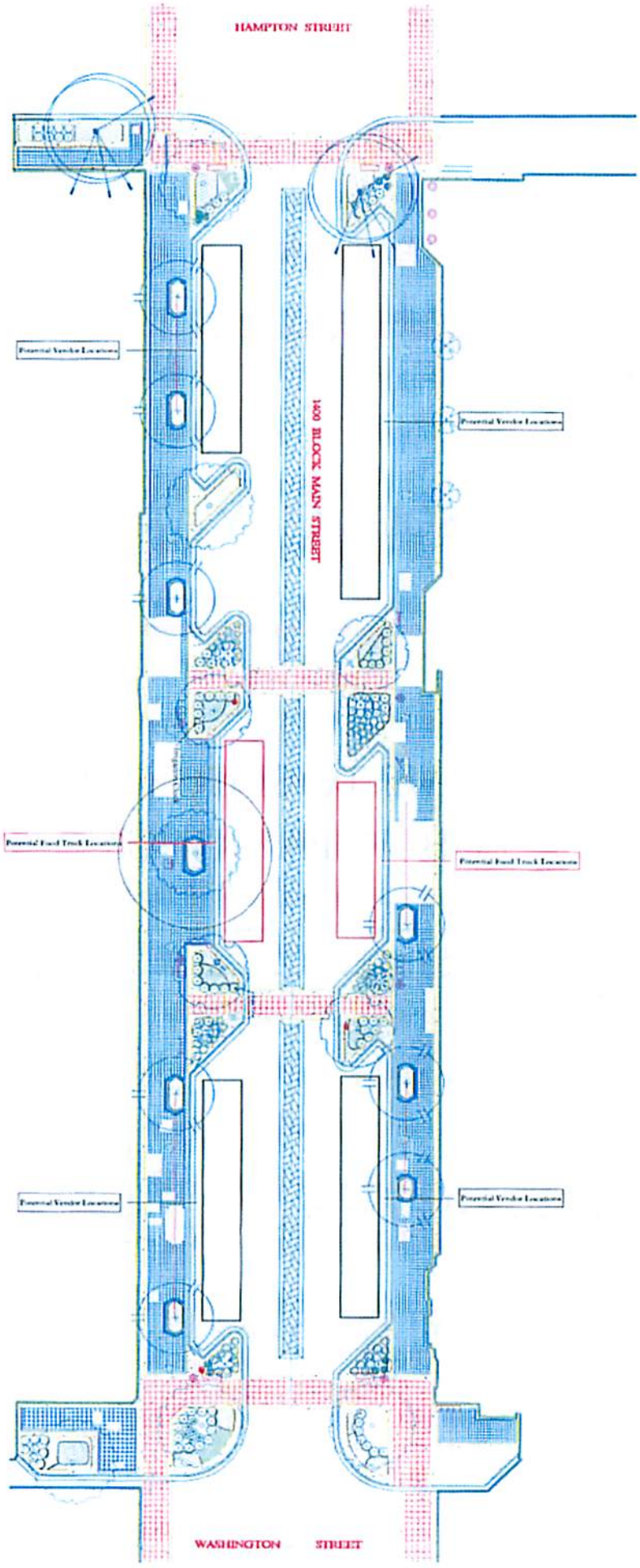
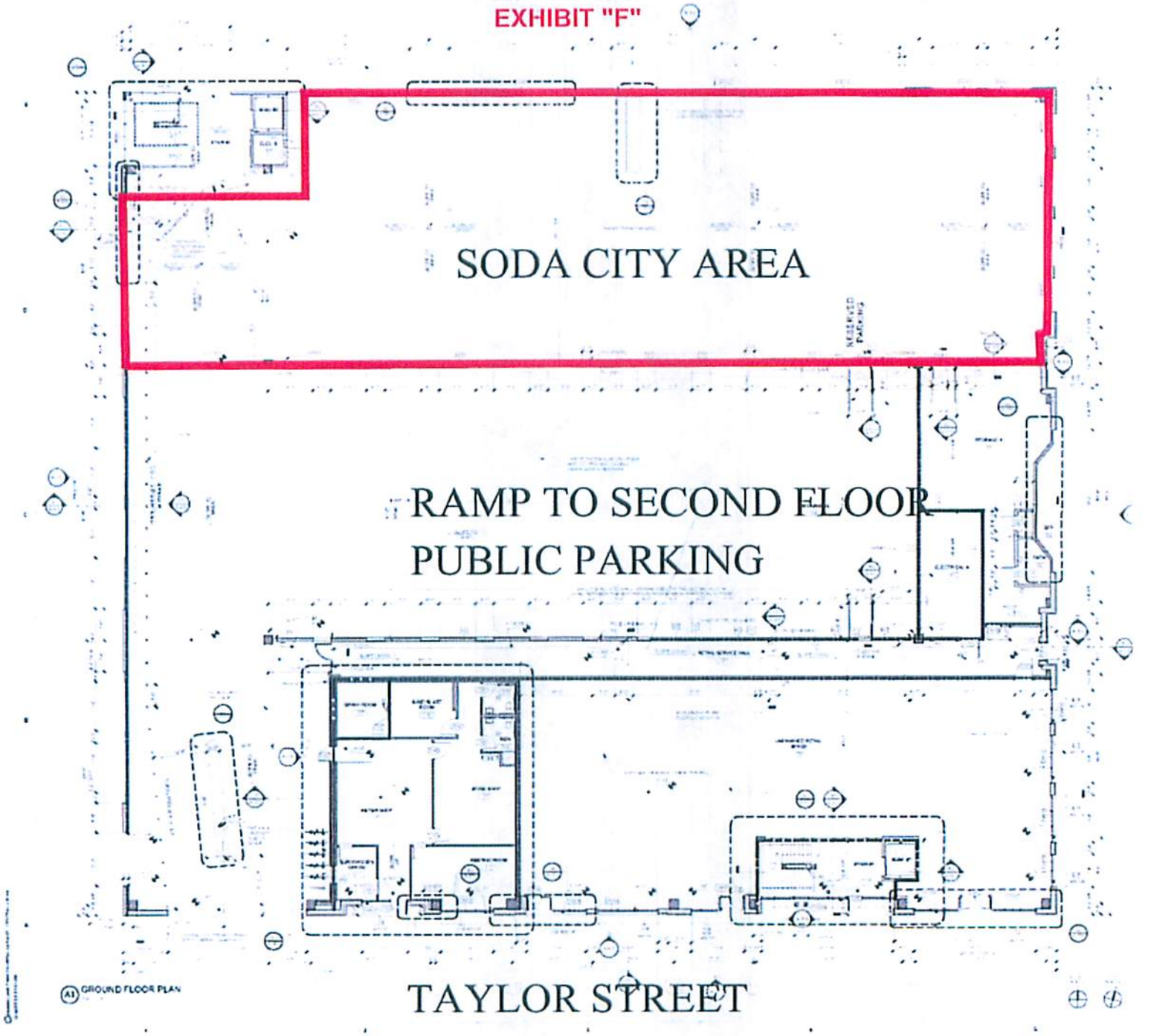

HAMPTON STREET
100 BLOCK MAIN STREET
WASHINGTON STREET

EXHIBIT "F"


SODA CITY AREA
RAMP TO SECOND FLOOR
PUBLIC PARKING
TAYLOR STREET
A1 GROUND FLOOR PLAN

LADY STREET
1300 BLOCK MAIN STREET
WASHINGTON STREET

EXHIBIT "B"

A. Vendors must be licensed to conduct business in the State of South Carolina. The State requires all vendors (including resellers), with the exception of farmers, to secure a South Carolina retail license and post it at their booth each week for the entire event.

B. Vendors must have a current City of Columbia business license and are to be responsible for the collection and remittance of hospitality taxes to the City of Columbia.

C. Vendors are responsible for their own taxes (including sales tax), necessary permits, inspections (food, agricultural & nursery plants), and license liabilities.

D. All vendors planning to sell any food product see the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto as Exhibit "C" and incorporated herein.

E. The state of South Carolina **does not allow any food items for public sale to be manufactured in a home kitchen, except for those food items being sold pursuant to and in compliance with the South Carolina Cottage Food Bill.** Any process where exposed food is mixed, repacked, packaged and/or cooked is considered food manufacturing and falls under SCDA/FDA jurisdiction. Any sauce, pickled food, bottled product and/or canned food must be sent to a **Process Authority** (Clemson University of N.C. State) for analysis prior to sale.

F. Farms and nurseries are required to fulfill the South Carolina Department of Agriculture's "SC Certified" application process. Nursery growers are required to comply with South Carolina's Nursery Regulations.

G. Weights and measures are expected to be in accordance with local, state and federal laws and regulations.

Agricultural Sellers

- Corn Meal and Grits – corn checked by SCDA, Grist Mill Inspection SCDA, Inspection Report/Registration Number SCDA, approved SCDA labeling
- Dairy – SCDHEC Dairy regulations
- Cheese – contact SCDA
- Eggs – SCDA wholesale license, approved USDA labeling / washing / inspection / grading
- Honey – Honey House inspection SCDA, approved SCDA labeling
- Meat (poultry, beef, pork, and lamb) – SC Meat & Poultry registration, inspection, become Registered Meat Handler, inspection mark of SCMPID or USDA on meat, liability insurance
- Meat (rabbit, quail, alligator) – SCDA certification
- **Certified SC Grown – SCDA registration

Non-Agricultural Sellers

- Ocean Fish (whole and unprocessed) – contact DNR, Wholesaler License
- Ocean Fish (processed, dressed) – course/plan HACCP FDA, facility inspection/registration SCDA, wholesaler or commercial fisherman license, liability insurance
- Boiled Peanuts (off-sight) -- SCDA or SCDHEC inspected and registered facility, approved SCDA labeling
- Baked Goods, Candy, Nuts -- SCDHEC or SCDA registration, approved SCDA labeling
- Owners of DHEC approved bakery / restaurant: SCDHEC catering or retail food license, retail Grade "A" permit
- Canned, Jarred, Bottled Foods – required analysis at Clemson or NC State, SCDHEC or SCDA approved and registered manufacturing facility

EXHIBIT "C"
SOUTH CAROLINA DEPARTMENT OF AGRICULTURE
Food Safety and Compliance Guidelines

All vendors must follow the following guidelines and provide documentation at the booths to sell any items listed below.

Corn Meal and Grits
Corn checked for aflatoxins by SCDA Lab 803-737-9700
Grist Mill Inspection by SCDA 803-737-9690
____Provide copy of current SCDA Inspection Report/Registration Number.
____Proper labeling with name of product, ingredient list, name and address of manufacturer and net weight that has been reviewed by SCDA for compliance.

Dairy
SC DHEC Dairy Division handles all regulations and requirements regarding fluid milk products. 803-896-0644
SCDA handles cheese and cheese products. 803-737-9690
All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.
Keep at 45 degrees or lower at market. Label samples, "Display only".
____Provide copy of current liability insurance.

Eggs
____Provide copy of SCDA current wholesale license
____Provide copy of current liability insurance
____Keep eggs at 45 degrees or lower at market.
____Label your *sample* carton, "Display only-Not for Sale."
____Eggs must be washed, properly labeled, inspected and graded according to USDA Standards. 803-737-9690
____A *"packed on"* or *expiration* date must be printed on all cartons/labels.

Fish and Seafood
Whole and unprocessed fish and seafood are under the Dept. of Natural Resources (DNR). 803-734-3886

Commercial Fisherman License and/or a Wholesaler's License is required to sell to public, including Farmers Market (call 843-953-9036 to apply).

Processed, dressed, gutted, scaled Fish
____Complete a seafood HACCP course provided by FDA and have a HACCP plan.
____Provide copy evidence of completion of HACCP course/plan
____Use of an inspected and registered facility (fish house) by SCDA.
____Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.
____Provide copy of commercial fisherman's license.
____Provide copy of current liability insurance.

Honey

____Honey is a processed food and must be cut, extracted and packaged in an SCDA approved (inspected) and registered Honey House.

____Provide copy of current Inspection Report for your facility and letter from shared honey house verifying use.

____Honey must be properly labeled with Name of product, name and address of manufacturer, and net weight. Label must be in compliance with SCDA laws.

____Honey exemption (sales to end consumer, less than 150 gal/Yr, complete exemption form); Must be labeled.

Meat

Poultry, beef, pork and lamb is regulated by SC Meat and Poultry Inspection Division, Clemson Livestock, Poultry and Health, 500 Clemson Road, Columbia, SC. All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.

____Must become a Registered Meat Handler to sell meat at farmers market (no cost)Door-to-door Meat firms must comply with SC Weights and Measure Laws. 803-737-9690

____Inspection mark on meat(either SCMPID establishment # or USDA #) 803-788-8747

Meat must be kept frozen at 0* F or less/ kept refrigerated at 45*F or less

____Provide copy of current liability insurance.

Peanuts

Boiled peanuts must be boiled, kept hot and bagged on site. No label required. (See exception)

Other types of peanuts and nuts that are prepackaged must be prepared in an **inspected and registered off site facility by SCDA.** Approved kitchen and labeled with name of product, ingredient list, name and address of manufacturer and net weight.

____Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.

Baked Goods, Candy, Covered nuts

Baked goods, candy, covered nuts must be prepared in an inspected facility.

____Provide inspection report for your DHEC or SCDA approved and registered facility and letter giving you permission to use another facility and copy of inspection report.

____Use an approved label (State and federal law)! Derek Underwood, 803-737-9690, SCDA will work with you.

____Vendors who are **owner operators** of a DHEC approved bakery or restaurant can sell certain foods at the farmers market under their catering license or retail food license issued by SCDHEC 803-896-0640. Must post or provide retail Grade "A" permit at point of sale.

____Provide current inspection report for bakery or restaurant

Canned/jarred/bottled Foods

____Canned/jarred/bottled Foods (jams, jellies, sauces, chow-chow and pickled foods) must be sent to Clemson University or NC State Univ. for analysis.

____Attendance required at Better Process Control School, FDA and SCDA registration, etc, for pickled foods.

____**Illegal home canned foods are hazardous and cannot be sold.** DHEC or SCDA registered facility must be used. Derek Underwood will work with you on how to manufacture canned foods.
____Provide documentation from SCDA that foods are approved for market

Organic Products
Organic Certification is required to advertise that you are selling organic products. Certificate should be displayed.
____Provide copy of certificate
Clemson University's Department of Plant Industry is a USDA approved Accredited Certifying Agent. This accreditation allows DPI (Department of Plant Industry) to certify organic operations in the three major categories of certification. Those three categories are crops, livestock and processing. For more information concerning organic certification, please send an email Kyle Stephens, rstphns@clemson.edu or call 864-646-2140.

Certified SC Grown
Membership in the Certified South Carolina Program is made by application to and acceptance by the South Carolina Department of Agriculture. All farm producers, food manufacturers, specialty food producers, packing facilities and others engaged in the production or manufacture of agricultural products in South Carolina are eligible to apply. Applications are on the web http://agriculture.sc.gov or call Ansley Rast Turnblad at arast@scda.sc.gov or call 803-734-2210. Members should display Certified **South Carolina Grown logo.**
Derek Underwood, 803-737-9690, SCDA will work with you on any requirements where SC Department of Agriculture must give approval. SCDA regulates farmers markets in South Carolina.

Nursery Stock
To sell nursery stock at the Soda City Market certified producers must adhere to the following standards:

1. Possess a valid nursery license or dealer license from the state of South Carolina, whether fee exempt or commercial.
2. Comply with pest cleanliness quality and patent regulations (ie. knock out roses).
3. Possess verification that the nursery stock they sell is of their own production. Records must be kept for a period of not less than 12 months, and include the date and source of materials. Production shall mean:
    a. Plants are in the possession and control of the certified producer for not less than 90 days from purchase or from the date of first planting in the case of sexual (seeds) and vegetative-asexual (cuttings, grafting, etc.)

For more information contact:
Eric Hitzler, State Plant Inspector;(864)646-2140; ejhtzlr@clemson.edu; Clemson University, Department of Plant Industry, 511 Westinghouse Road, Pendleton, SC 29670;http://dpi.clemson.edu

Disclaimer: The guidelines contained in Exhibit "B" and "C" are meant for educational purposes only. Please contact State Compliance Manager, Derek Underwood [or appropriate contact], regarding your individual food safety and compliance issue.

EXHIBIT "D"
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to participate as a vendor in the Soda City open air farmers' market ("Market") sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, does hereby agree to **INDEMNIFY AND HOLD THE CITY OF COLUMBIA,** its employees, officers, agents and/or contractors **HARMLESS** from and against any and all claims, demands, actions, liens, judgments, claims for property damage or personal injury or other liability of any nature whatsoever and without limitation, arising from, out of or a result of my participation as a vendor in the Market sponsored by the City of Columbia.

I acknowledge that I have read and understand this Indemnification and Hold Harmless Agreement, and I agree to be legally bound by it.

_____ _____
Vendor's Signature Date

_____
Vendor's Name (Please Print)

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EXHIBIT "E"

STATE OF SOUTH CAROLINA	)	AGREEMENT TO ORGANIZE AND
	)	OPERATE AN OPEN AIR FARMERS' MARKET
COUNTY OF RICHLAND	)	(Resolution R-2015-105)

WHEREAS, Emile DeFelice ("Organizer") is organizing and is to operate Soda City, an open air farmers' market ("Market"), to be held from January 2, 2016 to December 31, 2018 within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations in 2017 expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street,

and in the event of inclement weather or certain other events use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site; and,

WHEREAS, the City of Columbia ("City") has agreed to sponsor the said event; and,

WHEREAS, the City of Columbia Council has enacted Resolution No. R-2015-105 authorizing the said event and imposing certain terms, conditions and requirements to be met by the Organizer in order to organize and operate the Market; and,

WHEREAS, the City is desirous of binding the Organizer to such terms, conditions and requirements to be met by the Organizer in order to organize and operate the Market as set forth in the aforesaid resolution, NOW, THEREFORE,

FOR AND IN CONSIDERATION of being permitted to organize and operate the Market sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. The Organizer does hereby agree to be fully bound by, strictly perform and comply with all terms, conditions and requirements set forth in Resolution No. R-2015-105, a copy of which is attached hereto and incorporated herein by specific reference thereto and the City agrees to allow the Organizer to organize and operate the Market pursuant to the aforesaid resolution, provided that that the dates and times of the Market do not conflict with other events which may be held in the 1500 block of Main and/or Boyd Plaza. The City of Columbia reserves the right to negotiate with the Market Organizer and other parties to accommodate unplanned events that the City deems as extraordinary.

2. The Organizer shall provide the City (Public Works) with a Market layout listing the vendors that will participate in the event and their tent location for the event by Friday noon of each week prior to each Saturday event. Organizer shall also provide with the Market layout properly executed vendor indemnification and hold harmless agreements from each vendor that will participate in that Saturdays' event.

The event shall be revenue neutral to the City and the Organizer shall pay all costs incurred for the Market, including but not limited to police, fire, which are listed by way of illustration and not limitation. Organizer shall pay such costs to the City by noon on the Wednesday following each Saturday event.

In the event the Organizer fails to strictly perform and comply with all terms, conditions and requirements set forth in the aforesaid Resolution or this Agreement, or if the City, in its sole discretion determines that it is in the best interests of the City to terminate this Agreement, the City may repeal the Resolution and immediately terminate this Agreement. Organizer may terminate this Agreement at any time.

In further consideration of being permitted to organize and operate the Market sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Organizer, does hereby agree to **INDEMNIFY AND HOLD THE CITY OF COLUMBIA,** its

employees, officers, agents and/or contractors **HARMLESS** from and against any and all claims, demands, actions, liens, judgments, claims for property damage or personal injury or other liability of any nature whatsoever and without limitation, arising from, out of or a result of operation of the Market sponsored by the City of Columbia, including those arising from vendor or customer participation in the market. Organizer acknowledges that he has read and understands this Indemnification and Hold Harmless provision and agrees to be legally bound by it.

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This document contains the entire Agreement between the Organizer and the City. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing by both parties.

This Agreement shall be construed in accordance with the laws of the State of South Carolina.

Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid, and addressed to: City of Columbia, Attn: City Manager, Post Office Box 147, Columbia, South Carolina 29217.

Written notice to the Organizer shall be made by placing such notice in the United States Mail, postage prepaid, and addressed to: 709 Woodrow Street, #220, Columbia, South Carolina 29205.

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

Unless otherwise terminated as provided for herein, this Agreement shall terminate on December 31, 2018.

Witness the parties' respective hands and seals as of the dates reflected below.

WITNESSES:

_____

_____

DATE: _____

ORGANIZER

_____

Emile DeFelice

WITNESSES:

Erika D. Moore

_____

DATE: December 11, 2015

CITY OF COLUMBIA

BY: Teresa Wilson

Teresa B. Wilson

ITS: City Manager

Last revised: 11/18/2015
R-2015-105

DATE OF REQUEST	02/03/16
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Jay Matheson Jam Room Foundation jay.jrmf@gmail.com 803.787.6908
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Jam Room Music Festival
DATE(S) OF EVENTS:	11/12/16
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.)	11/19/16
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	The entire 1400 block of Main St and the entire 1100 block of Hampton St, 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)	1400 block of Main St and the 1100 block of Hampton St, Boyd Plaza
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	4am-11pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	12pm-9:30pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	12pm-10pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

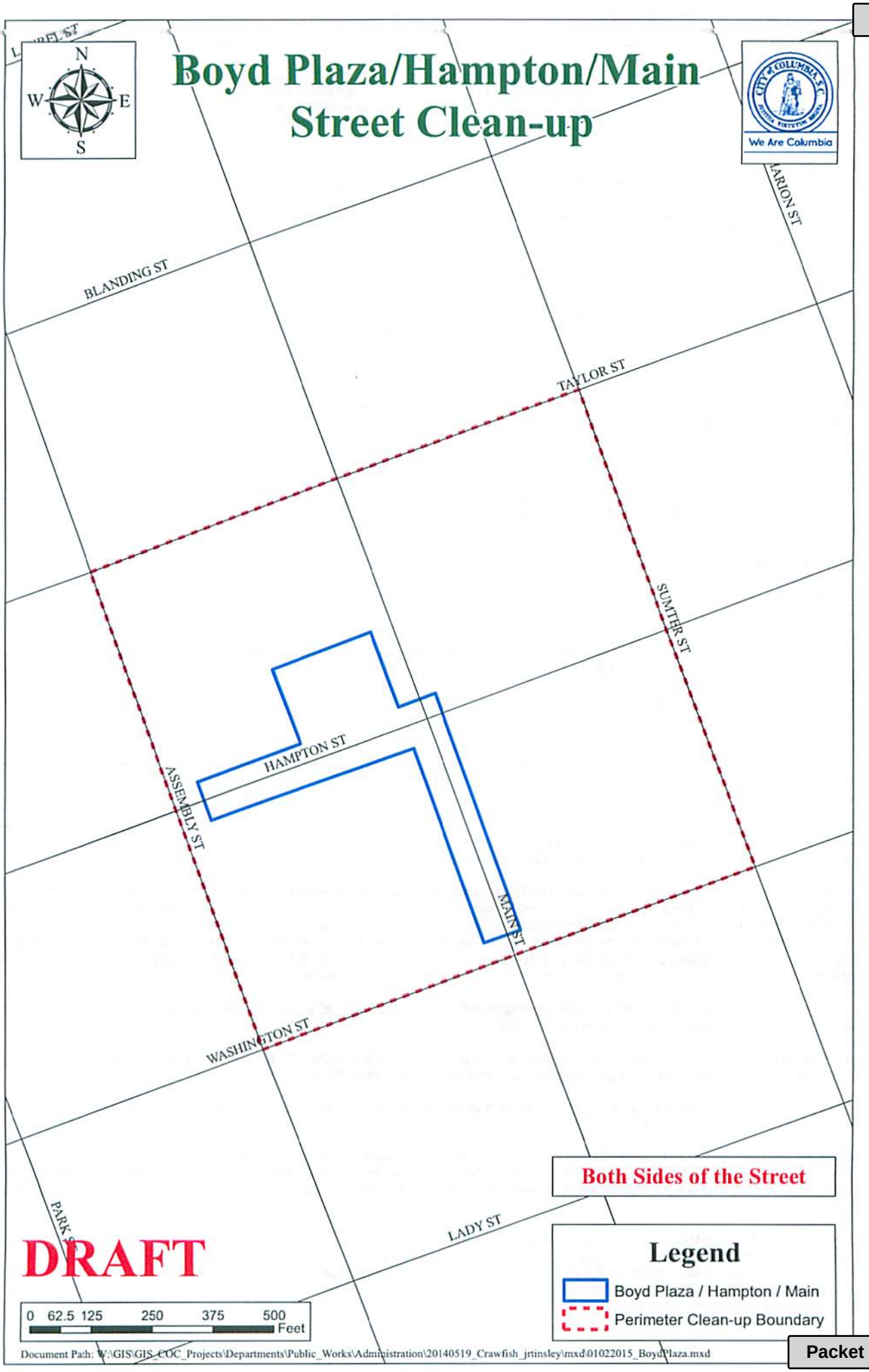
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 3/2014

Boyd Plaza/Hampton/Main Street Clean-up



We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-050 - Authorizing consumption of beer and wine beverages only within the Amphitheater Area of Finlay Park for the Cola City Music Festival on Tuesday, August 21, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-050 Cola City Music Festival @ Finlay Park (Aug 21) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-050

Authorizing consumption of beer and wine beverages only within the Amphitheater Area of Finlay Park for the Cola City Music Festival on Tuesday, August 21, 2018

WHEREAS, Phoenix Holdings Entertainment Group ("Sponsor") is sponsoring the Cola City Music Festival in the Amphitheater area of Finlay Park from 11:00 a.m. until 6:00 p.m. on Tuesday, August 21, 2018; and,

WHEREAS, the Sponsor has requested permission to allow the consumption of beer and wine beverages only by its patrons at the event during the hours of 11:00 a.m. until 5:30 p.m.; and,

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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. until 5:30 p.m. in the Amphitheater area of Finlay Park; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended; and,

BE IT FURTHER RESOLVED that patrons are prohibited from bringing alcoholic beverages, beer, wine, glass bottles and breakable glasses and/or cups, grills and radios, boom boxes and other musical devices, backpacks and large bags; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that during the designated time the Amphitheater Area of Finlay Park shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the Amphitheater area of Finlay Park 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 beer and wine beverages only as set forth in Sec. 14-99 shall not apply.

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 Tuesday, August 21, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 5/31/2018
18000900

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	5/16/2018
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Phoenix Holdings Entertainment Group (Bryan O.Gilchrist, Director) bgilchrist@phoenixholdingsgroup.com 803-629-8228
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Cola City Music Festival pre party festival for fans of Beyonce and JayZ. Also celebrating DJ Prince Ice 30th year in Radio
DATE(S) OF EVENTS:	9/21/2018
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.)	
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Finlay Park
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)	Amphitheater Area of Finlay Park
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	8am-8pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11pm-6pm
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.)*	11am-5:30pm

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 and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

18000900
R-2018-050

Finlay Park Amphitheater

1800-LINCOLN-ST
900-LAUREL-ST
0-LAUREL-ST
821-LAUREL-ST
801-BLANDING-ST
2-GOVERNORS-HL
23-GOVERNORS-HL
800-TAYLOR-ST
900-TAYLOR-ST

DRAFT

Legend

Finlay Park Amphitheater

0 25 50 100 150 200 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180604_FinlayParkAmphitheater.mxd

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-051 - Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Presont Mansion on Sunday, November 18, 2018 with a rain contingency of November 25, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** R-2018-051 SC Oyster Festival (Nov 18) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-051

Authorizing consumption of beer and wine only at the South Carolina Oyster Festival in the 1600 block of Blanding Street on November 18, 2018 with a rain contingency of November 25, 2018

WHEREAS, Liquid Assets ("Sponsor") is sponsoring the South Carolina Oyster Festival in the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 11:00 a.m. until 5:30 p.m. on Sunday, November 18, 2018, with a rain contingency of Sunday, November 25, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion from 8:00 a.m. until 8:00 p.m. for set up, clean up, and staging of the event to be held from 11:00 a.m. until 5:30 p.m.; for patrons to consume beer and wine beverages only during the event hours of 11:00 a.m. until 5:00 p.m.; and for crowd control and overflow; and,

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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 5:30 p.m. on Sunday, November 18, 2018, with a rain contingency of Sunday, November 25, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages 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 possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets 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 that the closed portion of the 1600 block

LEGAL DEPARTMENT DRAFT

of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, 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 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, 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 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 Sunday, November 18, 2018 that the closed portion of the 1600 block of Blanding Street between Pickens Street and Henderson Street adjacent to the Robert Mills House and Hampton Preston Mansion, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be closed on Sunday, November 25, 2018. 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:

DATE OF REQUEST	05/23.18
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	SHAWN RANKIN LIQUID ASSETS, INC. PO BOX 5357 COLUMBIA SC 29250 INFO@LIQUIDSC.COM
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	SOUTH CAROLINA OYSTER FESTIVAL
DATE(S) OF EVENTS: (monthly can be on one request)	11.18.18
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.)	11/25/2018 per email 5/23/18
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	ROBERT MILLS HOUSE / HAMPTON PRESTON MANSION 1615 BLANDING ST
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)	1600 BLOCK BLANDING ST BETWEEN PICKENS AND HENDERSON ST
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	7:00 AM - 8:00 PM
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11:00 AM - 6:00 PM
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p. m.)*	11:00 AM- 5:30 PM

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

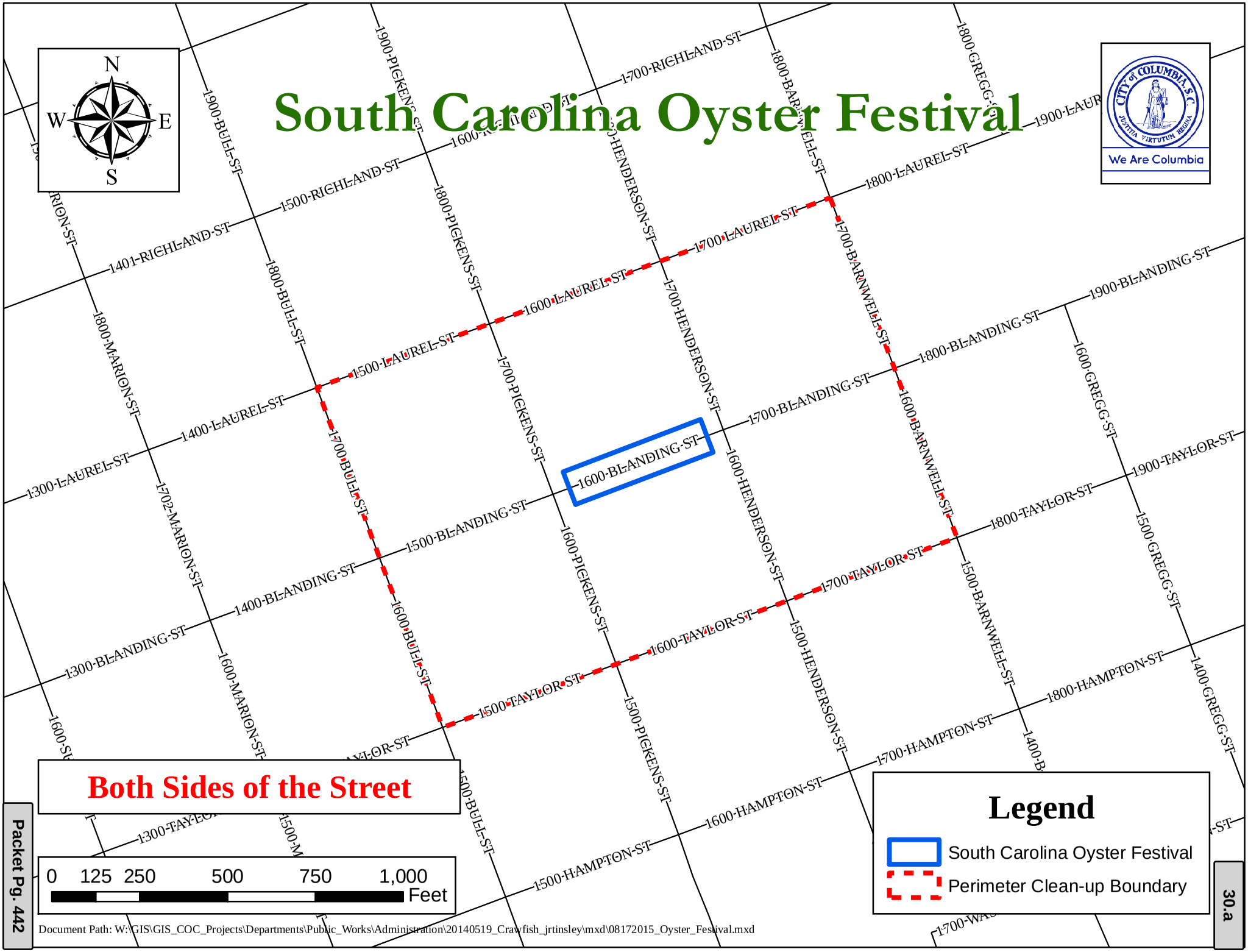
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018


South Carolina Oyster Festival
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We Are Columbia
1600-BLANDING-ST
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1800-BARNWELL-ST
1700-BARNWELL-ST
1600-BARNWELL-ST
1500-BARNWELL-ST
1600-GREGG-ST
1500-GREGG-ST
1400-GREGG-ST
1800-MARION-ST
1702-MARION-ST
1600-MARION-ST
1700-RICHLAND-ST
1600-RICHLAND-ST
1500-RICHLAND-ST
1401-RICHLAND-ST
1900-LAUREL-ST
Both Sides of the Street
0 125 250 500 750 1,000
Feet
Legend
South Carolina Oyster Festival
Perimeter Clean-up Boundary
Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\08172015_Oyster_Festival.mxd

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-067 - Authorizing consumption of beer and wine only at the Chili Cook Off in Five Points in the 700 and 800 blocks of Pavilion Avenue and 2100 and 2200 blocks of Greene Street on Saturday, November 3, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-067 Five Points Chili Cookoff (Nov 3) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-067

Authorizing consumption of beer and wine only at the Chili Cook Off in Five Points in the 700 and 800 blocks of Pavilion Avenue and 2100 and 2200 blocks of Greene Street on Saturday, November 3, 2018

WHEREAS, the Five Points Association ("Organizer") is sponsoring the Chili Cook Off in Five Points in the 2100 and 2200 blocks of Greene Street between Pavillion Street, the 700 block of Pavilion to the entrance of the Post Office and the 800 block of Pavilion Avenue to the entrance into Tripp's Cleaners, on Saturday, November 3, 2018; and,

WHEREAS, Organizer has requested permission for the temporary closing and use of the 800 block of Pavilion Street to the entrance into Tripp's Cleaners from 7:00 p.m. Friday, November 2, 2018 until 11:00 p.m. Saturday, November 3, 2018 and the 700 block of Pavilion Street to the entrance to the Post Office and the 2100 and 2200 blocks of Greene Street from 5:00 a.m. until 11:00 p.m. Saturday, November 3, 2018 for preparation of the event, staging of the event, crowd control and overflow during the event to be held on Saturday, November 3, 2018 from 8:00 a.m. until 7:00 p.m.; and for patrons to consume beer and wine beverages only at the event on November 3, 2018 from 11:00 a.m. until 6:30 p.m.; and,

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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. until 6:30 p.m. on Saturday, November 3, 2018; 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 within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; 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, 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 700 block of Pavilion to the entrance of the Post Office, the 800 block of Pavilion Avenue to the entrance into Tripp's Cleaners, and the 2100 and 2200 blocks of Greene Street, with the exception of the parking area and any other areas posted as to not

LEGAL DEPARTMENT DRAFT

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 700 block of Pavilion to the entrance of the Post Office, the 800 block of Pavilion Avenue to the entrance into Tripp's Cleaners, and the 2100 and 2200 blocks of Greene Street, 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 alcoholic beverages 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 alcoholic beverages 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, November 3, 2018, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine 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

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced:

Final Reading:

_____
Mayor

ATTEST:

_____
City Clerk

Last revised: 6/14/2018
18001261

DATE OF REQUEST	May 21, 2018
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Five Points Association / Amy Beth Franks
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	31st Annual Chili Cook-Off in Five Points
DATE(S) OF EVENTS:	Saturday, November 3rd, 2018
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.)	
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	2100 block of Greene Street 2200 block of Greene Street 700 block of Pavilion Avenue 800 block of Pavilion Avenue
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)	2100 block of Greene Street 2200 block of Greene Street 700 block of Pavilion Avenue 800 block of Pavilion Avenue
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	7:00pm on Friday, November 2nd, 2018: CLOSE 800 block of Pavilion Avenue All other streets to close at 5:00am - 11:00pm on Saturday, November 3rd, 2018
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	8:00am - 7:00pm
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.)*	11:00am - 6:30pm

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 and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

RECEIVED
JUN 14 2018
LEGAL DEPARTMENT

Last revised: 3/2014

Chili Cook-off in Five Points

Both Sides of the Street

Legend

- Chili Cook-off
- Perimeter Clean-up Boundary

0 62.5 125 250 375 500 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\08182016_ChiliCookOff.mxd

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-080 - Authorizing consumption of beer and wine beverages only at the Palmetto Peanut Boil Fundraiser on September 29, 2018 with a rain contingency date of October 6, 2018**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship**

ATTACHMENTS:

- **#a:** R-2018-070 Palmetto Peanut Boil (Sept 29) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-070

Authorizing consumption of beer and wine beverages only at the Palmetto Peanut Boil Fundraiser on September 29, 2018 with a rain contingency date of October 6, 2018

WHEREAS, the Animal Mission ("Sponsor") is sponsoring the Palmetto Peanut Boil on Saturday, September 29, 2018 in the 2900 block of Devine Street between Olive Street and Sims Avenue; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 8:00 a.m. until 9:00 p.m. of the 2900 block of Devine Street between Olive Street and Sims Avenue, for set up, clean up, for crowd control and overflow, and staging of the event, to be held on Saturday, September 29, 2018 from 11:00 a.m. until 7:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 11:00 a.m. until 6:30 p.m. on Saturday, September 29, 2018; with a rain date contingency of October 6, 2018; and,

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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. until 6:30 p.m. on Saturday, September 29, 2018; with a rain date contingency of October 6, 2018; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that 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 all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets 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 the 2900 block of Devine

Street between Olive Street and Sims 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, September 29, 2018, that the closed portion the 2900 block of Devine Street between Olive Street and Sims Avenue shall be closed on Saturday, October 6, 2018. 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

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	6/20/18
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Jen Coody The Animal Mission (803) 479-2096 jmcoody@gmail.com
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Palmetto Peanut Boil - charity fundraiser
DATE(S) OF EVENTS: (monthly can be on one request)	Saturday September 29th, 2018
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.)	Saturday October 6, 2018
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	2900 block of Devine Street, from Sims Avenue to Holly Street
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)	2900 block of Devine Street, from Sims Avenue to Holly 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	8am to 7pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	11am to 7pm
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.)*	11am to 6:30pm

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 and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/ property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018

Palmetto Peanut Boil Fundraiser

MAPLE ST
HOLLY ST
OLIVE ST
KIRKWOOD RD
AMHERST AVE
GREENWOOD RD
DALY ST
MILLWOOD AVE
PRINCETON ST
BELLWOOD AVE
DEVINE ST
SHANDON PLACE DR
SIMS AVE
CAPITOL PL
AMHERST AVE
BLOSSOM ST
WHEAT ST

Both Sides of the Street

Legend

- Palmetto Peanut Boil Fundraiser
- Perimeter Clean-up Boundary

0 62.5 125 250 375 500 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\06112015_PalmettoPeanut.mxd

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Engineering Department**

FROM: ***Dana Higgins, Director of Engineering***

SUBJECT: **Recognition of Ms. Mary Roe for Outstanding Service and Encouraging Walking and Biking in the City of Columbia - Ms. Dana Higgins, Engineering Director**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist**

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-039 - Granting an encroachment to Jason Chastain and Ximena Chastain for installation and maintenance of landscaping and irrigation within the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive Richland County TMS #13911-08-10**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** 2018-039 encroach 1707 Bannockburn (Chastain) (PDF)

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-039

Granting an encroachment to Jason Chastain and Ximena Chastain for installation and maintenance of landscaping and irrigation within the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive Richland County TMS13911-08-10

WHEREAS, Jason Chastain and Ximena Chastain (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive for the installation and maintenance of landscaping and irrigation, as shown on the attached drawing; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the grantee is hereby granted the right to use the right of way area of the 1700 block of Bannockburn Drive adjacent to 1707 Bannockburn Drive for the installation and maintenance of landscaping and irrigation, as shown on the attached drawing; and.

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

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. Landscaping to be maintained by property owner.
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.

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.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his 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

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 6/22/2018
18001304

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-039

1700 BLOCK OF BANNOCKBURN DRIVE
ADJACENT TO 1707 BANNOCKBURN DRIVE
LANDSCAPING AND IRRIGATION

Subject Property:	Right-of-way adjacent to 1700 block of Bannockburn Drive adjacent to the 1707 Bannockburn Drive, TMS #13911-08-10
Council District:	4
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation
Applicant:	Jason and Ximena Chastain
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping and an irrigation system, as shown on the attached drawings. 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. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon 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.

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

City of Columbia

1707 Bannockburn Drive

W E S

Wednesday, April 18, 2018

CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

REQUEST FOR A PERMANENT RESIDENTIAL OR CHURCH DIRECTIONAL SIGNS ENCROACHMENT ORDINANCE

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

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; **or** mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 05.30.2016 Property Owner: JASON C CHASTAIN & XIMENA A CHASTAIN

Applicant's Name if different from Property Owner: _____

Contact Information: Telephone Number: 360.7132 Fax Number: _____

Mailing address: 1707 BANNOCKBURN DR E-mail address: alex@abacusplanninggroup.com

Encroachment Location (Address): 1707 BANNOCKBURN DR COLUMBIA, SC 29206

(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: R13911-09-10

==========

Encroachment type: ___Wall ___ Fence ___ Columns___ Steps___ Irrigation System ✓ Landscaping____ Driveway____ Pavers

____ Walkway/Side walk ____ Underground Utilities ____ other

If Other - specify: _____

Dimensions (height/width/length): WE WOULD LIKE TO CLEAN UP THE AREA & LANDSCAPE MAKE MORE ATTRACTIVE THAN THE SAND/DIRT/ROCKS

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

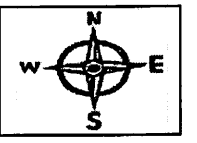
Construction material: _____

Please provide photographs and drawing or site plan ***drawn to scale*** - no larger than 8-1/2 x 11.

==========

_____ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



l work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The material id type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired t e 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 Cit anager.

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

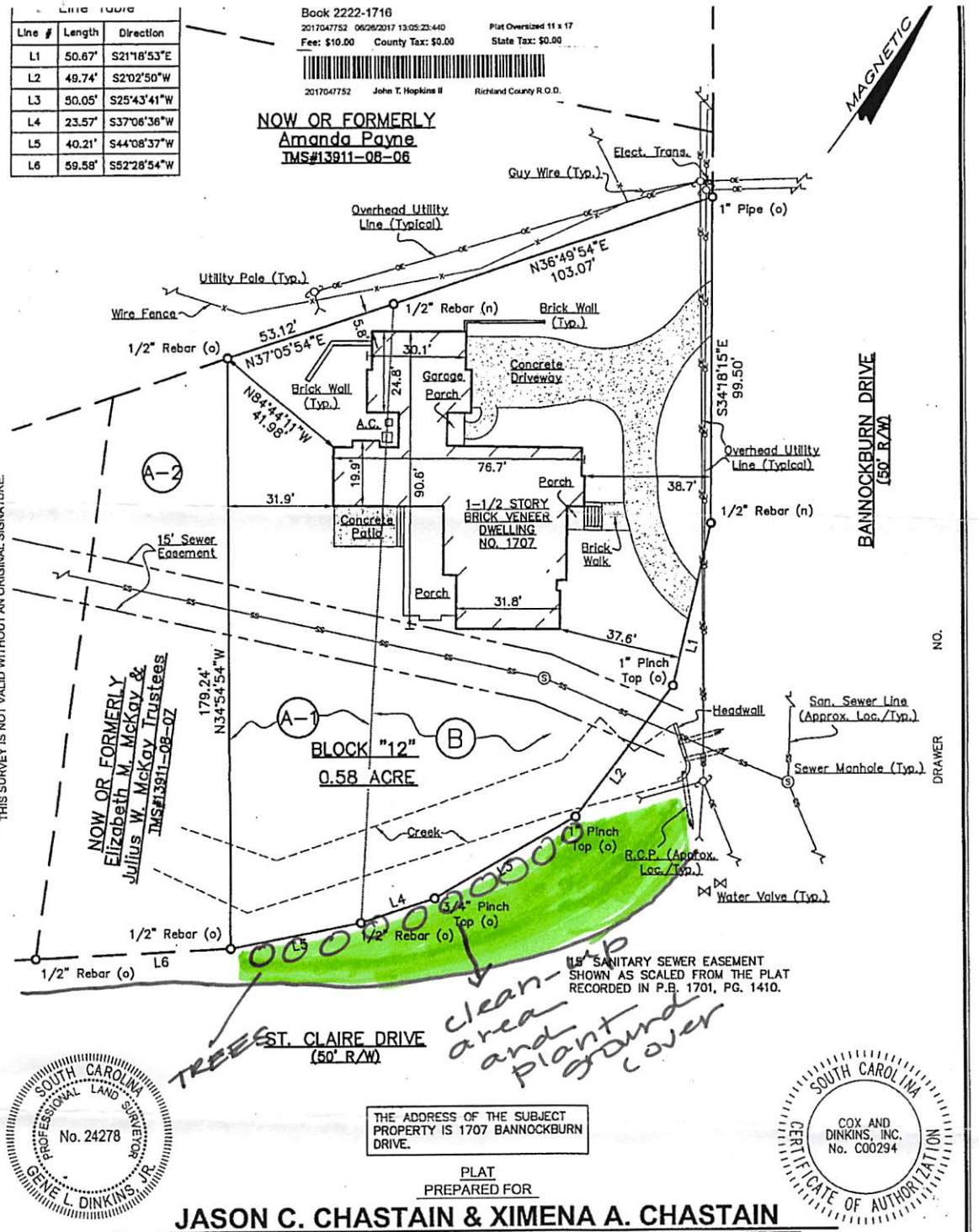
CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cfdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

.R: 7/2014

Line Table

Line #	Length	Direction
L1	50.67'	S21°18'53"E
L2	49.74'	S2°02'50"W
L3	50.05'	S25°43'41"W
L4	23.57'	S37°06'36"W
L5	40.21'	S44°08'37"W
L6	59.58'	S52°28'54"W

Book 2222-1716
2017047752 06/26/2017 13:05:23:440 Plat Oversized 11 x 17
Fee: $10.00 County Tax: $0.00 State Tax: $0.00
2017047752 John T. Hopkins II Richland County R.O.D.



COPYRIGHT © 2017 COX and DINKINS, INC. ALL RIGHTS RESERVED.
THIS SURVEY IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 24278 GENE L. DINKINS, JR.

THE ADDRESS OF THE SUBJECT PROPERTY IS 1707 BANNOCKBURN DRIVE.

SOUTH CAROLINA COX AND DINKINS, INC. No. C00294 CERTIFICATE OF AUTHORIZATION

PLAT
PREPARED FOR

JASON C. CHASTAIN & XIMENA A. CHASTAIN

RICHLAND COUNTY, COLUMBIA, S.C.

REFERENCES:
SUBJECT PARCEL BEING THE SAME AS LOTS "B" AND "A-1" AS SHOWN ON BOUNDARY SURVEY PREPARED FOR JULIUS W. MCKAY, JR., & SALLY T. MCKAY, BY BOSTICK SURVEYING, DATED JULY 6, 2011, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 1701, PAGE 1410. REFERENCE IS ALSO MADE TO PLAT PREPARED FOR JULIUS MCKAY, BY UDS, INC., DATED JUNE 21, 1988, AND RECORDED IN RECORD BOOK 266, PAGE 1323 AND TO RESUBDIVISION OF A PORTION OF KILBOURNE HEIGHTS, BY WINGFIELD & RUDISILL, DATED SEPTEMBER 15, 1947, AND RECORDED IN PLAT BOOK "N", PAGE 24.

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X
(Professional Land Surveyor)
Printed Name: GENE L. DINKINS, JR.
License#: 24278

JUNE 16, 2017
1" = 30'
0' 15' 30' 60'

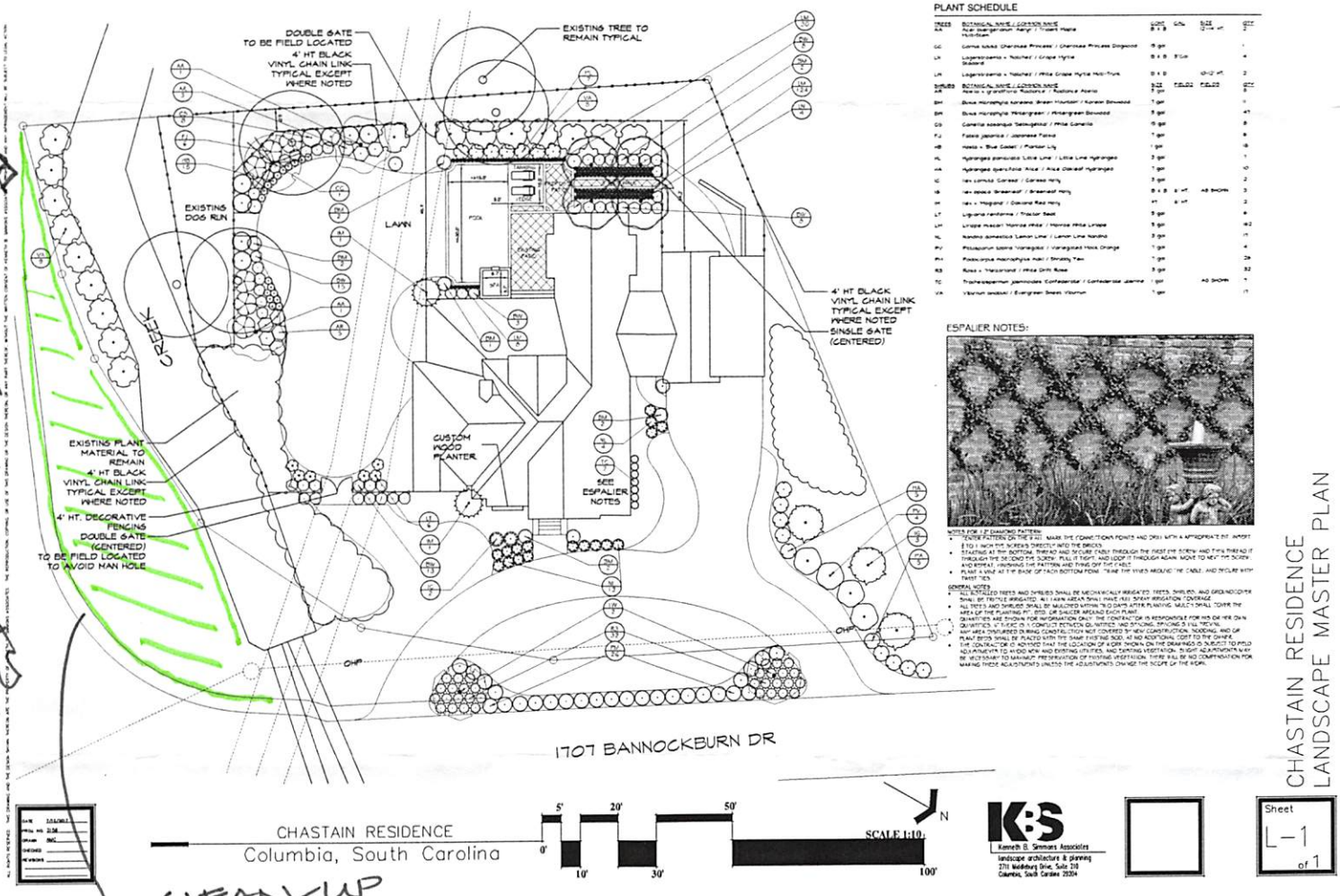
COX AND DINKINS
ENGINEERS – SURVEYORS
COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0518 Fax: 803-765-0993
Email: cdinc@coxanddinkins.com

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown.

PROF. LAND SURVEYOR NO. 24278
GENE L. DINKINS, JR.

ORDER NO. 38542

BOOK: 16D-48	CHK: 16	TMS: 13911-08-10	SF NO.: 144-2	PROJ.: 7F16D-48.dwg	BY: 20



Sod up to property line

CLEAN-UP AREA

PLANT GROUND COVER

RECEIVED

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Ordinance No.: 2018-041 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Connect the City's neighborhoods and business dist**

ATTACHMENTS:

- **#a:** 2018-041 3905 Ensor BBT Lease Renewal Agreement (PDF)

ORIGINAL
STAMPED IN RED

ORDINANCE NO.: 2017-089

Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

BE IT ORDAINED by the Mayor and City Council this 21st day of November, 2017 that the City Manager is authorized to execute the attached Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue (Lutheran Survey Building).

Requested by:

Assistant City Manager Palen

Approved by:

City Manager

Mayor

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 10/17/2017
Final Reading: 11/21/2017

Last revised: 10/2/2017
17090814

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-041

Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

BE IT ORDAINED by the Mayor and City Council this __ day of _____, 2018, that the City Manager is authorized to execute the attached Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue (Lutheran Survey Building).

Requested by:

Assistant City Manager Palen

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/2/2018
18001324

LEASE RENEWAL AGREEMENT

LEASE RENEWAL is made and entered into by and between the CITY OF COLUMBIA (hereinafter "Lessor") and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated November 29, 2004 with yearly annual extensions, the latest being dated as of November 29, 2017, (collectively the "Lease") for certain demised premises known as 3905 Ensor Avenue (Lutheran Survey Building), in the City of Columbia, County of Richland, State of South Carolina, as more particularly described in the lease: and

WHEREAS, the Lease term will expire on November 28, 2018; and

WHEREAS, Lessee and Lessor desire to renew the Lease commencing on November 29, 2018 for a period of three (3) years, with an option for two (2) additional renewal periods of one (1) year each to be by written mutual agreement within thirty (30) days prior to the expiration of the current term; and,

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. Rent for the period of November 29, 2018 through November 28, 2021 with additional two (2) additional renewal periods of one (1) year shall be Four Hundred and Fifty and No/100 ($450.00) Dollars per month.

2. The aforesaid Lease, a copy of which is attached hereto and incorporated herein by reference thereto, is hereby renewed for a term commencing on November 29, 2018 and terminating at 11:59 p.m. on November 28, 2021.

3. This Lease Renewal shall not extend beyond November 28, 2021 without prior written approval of City Council.

4. The parties agree to renew the Lease on the same terms and conditions as forth set in the Lease Renewal Agreement dated October 26, 2016.

5. With the exception of the term of the Lease as modified herein, the parties shall be bound by all other terms and conditions of the aforesaid Lease as if fully set out herein and except as modified hereby such terms shall be in full force and effect.

IN WITNESS, WHEREOF, the parties have executed this Lease Renewal Agreement as of the date of the last signature hereinbelow.

WITNESSES:

_____

_____

TENANT: BRANCH BANKING AND TRUST COMPANY

BY: _____
NAME: _____
TITLE: _____
DATE: _____

_____

_____

LANDLORD: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
TITLE: City Manager
DATE: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

LEASE RENEWAL AGREEMENT

LEASE RENEWAL is made and entered into by and between the CITY OF COLUMBIA (hereinafter "Lessor") and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a certain Lease Renewal dated as of the 26th day of October 2016, (collectively the "Lease") for certain demised premises known as 3905 Ensor Avenue (Lutheran Survey Building), in the City of Columbia, County of Richland, State of South Carolina, as more particularly described in the lease: and

WHEREAS, Lessee has elected to extend the Term of the Lease for a period of one (1) year commencing on November 29, 2017 and expiring on November 28, 2018.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. Rent for the period of November 29, 2017 through November 28, 2018 shall be Four Hundred and Fifty and No/100 ($450.00) Dollars per month.

2. The aforesaid Lease, a copy of which is attached hereto and incorporated herein by reference thereto, is hereby renewed for a term commencing on November 29, 2017 and terminating at 11:59 p.m. on November 28, 2018.

3. This Lease Renewal must not extend beyond November 28, 2018.

4. The parties agree to renew the Lease on the same terms and conditions as forth set in the Lease Renewal Agreement dated October 26, 2016.

5. With the exception of the term of the Lease as modified herein, the parties shall be bound by all other terms and conditions of the aforesaid Lease as if fully set out herein and except as modified hereby such terms shall be in full force and effect.

IN WITNESS, WHEREOF, the parties have executed this Lease Renewal Agreement as of the day and year last written below.

WITNESSES:

_____

_____

TENANT: BRANCH BANKING AND TRUST COMPANY

BY: _____

TITLE: _____

DATE: _____

LANDLORD: CITY OF COLUMBIA

BY: Teresa Wilson

TITLE: City Manager

DATE: 11/30/2017

APPROVED AS TO FORM

9/14/17

Legal Department City

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-064 - Authorizing Acceptance and Dedication of street known as Arsenal Hill Court, located in The Courtyard at Arsenal Hill Subdivision to the City of Columbia; Richland County TMS#09010-12-20 (p); CF# 280-25**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life, Provide high quality municipal services**

ATTACHMENTS:

- **#a:** R-2018-064 accept Arsenal Hill Court (PDF)

RESOLUTION NO.: R-2018-064

Authorizing Acceptance and Dedication of street known as Arsenal Hill Court, located in The Courtyard at Arsenal Hill Subdivision to the City of Columbia; Richland County TMS#09010-12-20 (p); CF# 280-25

WHEREAS, the referenced street is located in the City limits of Columbia in the subdivision known as The Courtyard at Arsenal Hill, and the approval of the development plans for The Courtyard at Arsenal Hill Subdivision included dedication of Arsenal Hill Court to the City of Columbia; and,

WHEREAS, the Street Division has inspected Arsenal Hill Court on the said property and found that it was constructed in compliance with the City's ordinances and regulations and recommends approval for acceptance; however, excepting from the acceptance are all curbs and gutters, sidewalks and common areas, which have been determined to not meet the City's standards; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this day _____ of _____, 2018 that the City of Columbia accepts dedication of the aforesaid street known as Arsenal Hill Court located in The Courtyard at Arsenal Hill Subdivision, exclusive of all curbs and gutters, sidewalks and common areas, which have been determined to not meet the City's standards.

The Courtyard at Arsenal Hill Subdivision is located in District 1 in downtown Columbia within the original boundaries of the City limits at the intersection of Wayne Street and Blanding Street as shown on a final plat of The Courtyard at Arsenal Hill Subdivision, dated May 13, 2011 and being on file in the office of the Department of Engineering, under City file reference #280-25, a copy of said plat being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

LEGEND

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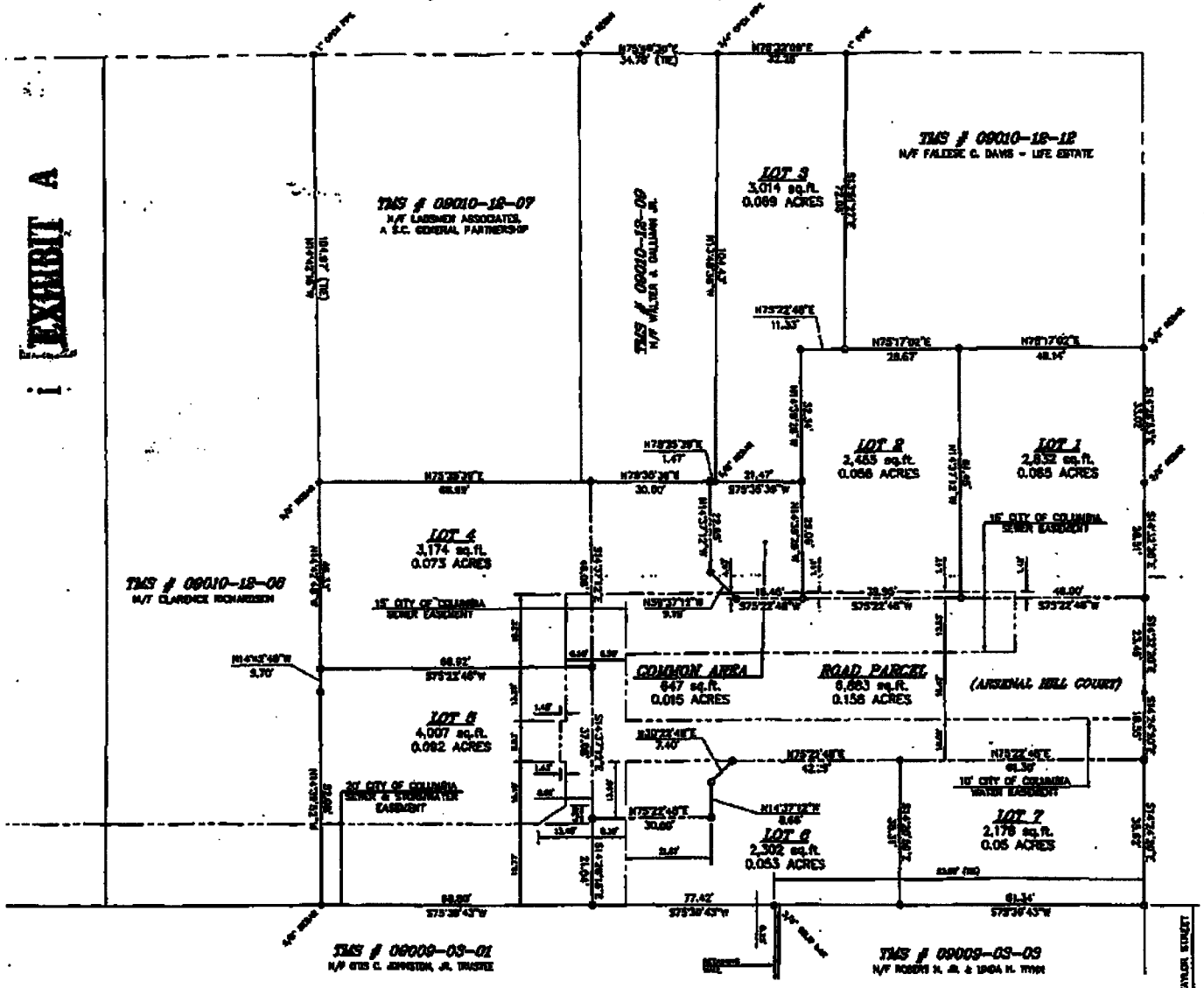

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SOUTH CAROLINA REGISTERED ENGINEER CERTIFICATE OF AUTHORIZATION

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GRAPHIC SCALE
(IN FEET) 1 inch.- 20 f

SUBDIVISION SURVEY OF
"THE COURTYARD AT ARSENAL HILL"
FOR DORIC REAL ESTATE DEVELOPMENT, LLC
AND FIRST BANK MORTGAGE

LOCATED IN THE: CITY OF CCUIUB1A
COUNTY OI RICHLAND
STATE OF SOUTH CARCUWA

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FINAL PLSt The
Subdivision Plat sh(raTm^n.-onbss S—n found to comply wit)i the CcjJLf Cclurabii Subdivision Regulation amnTss been Epprmci for recording in -he officr .fi'w Cleric of Coun of Richland Couniy. South Carolina.

Date 12/3/05
Marc S. Mylod, AICP
Zoning Administrator

HMil "It™ »AiVAtlnt\W

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **Resolution No.: R-2018-071 - Authorizing the City Manager to execute any documents necessary to purchase certain properties affected by the 2015 flood through the Property Acquisition Program**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities, Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** R-2018-071 Property Acquisition Program (2015 flood properties California & Burwell) (PDF)

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2018-071

Authorizing the City Manager to execute any documents necessary to purchase Certain properties affected by the 2015 flood through the Property Acquisition Program

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2018, that the City Manager is hereby authorized to execute any documents necessary and approved by the City Attorney, to consummate the purchase of any or all of the properties reflected on the attached list which were affected by the 2015 flood through the Property Acquisition Program.

(Funding Source and the amounts paid thereunder will be determined on an individual basis and paid from the Federal Emergency Management Administration's Hazard Mitigation Grant Program (FEMA HMGP) and/or Housing and Urban Development's Community Development Block Grant Disaster Recovery (HUD CDBG-DR)

Requested by:

Assistant City Manager Palen

_____
Mayor

Approved by:

_____
City Manager

ATTEST:

Approved as to form:

_____
Assistant City Attorney

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/27/2018
18001319

EXHIBIT "A"
RESOLUTION NO.: R-2018-071

Property Owner	Property Address	Tax Map Number	Consideration
Beverly Heisner	1011 California Drive	13711-02-07	$59,400
Elizabeth Fennell	836 Burwell Lane	13815-03-14	$226,200
		TOTAL	**$285,600**

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **Traffic Engineering**

FROM: ***David Brewer,***

SUBJECT: **Council is asked to approve the Installation of four (4) Speed Humps on Waccamaw Avenue, as requested by the Public Works Department.**

PURPOSE: **The Fire Department and Police Department have reviewed and approved the proposed locations.**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

ATTACHMENTS:

- **#a:** Waccamaw Avenue Speed Humps - Revised(PDF)
- #b: Fw_ [EXTERNAL] Wales Garden--Waccamaw Speed Bump Resolution Email.pdf (PDF)

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works

FROM: David D. Brewer, City Traffic Engineer

SUBJECT: Traffic Calming – Waccamaw Avenue

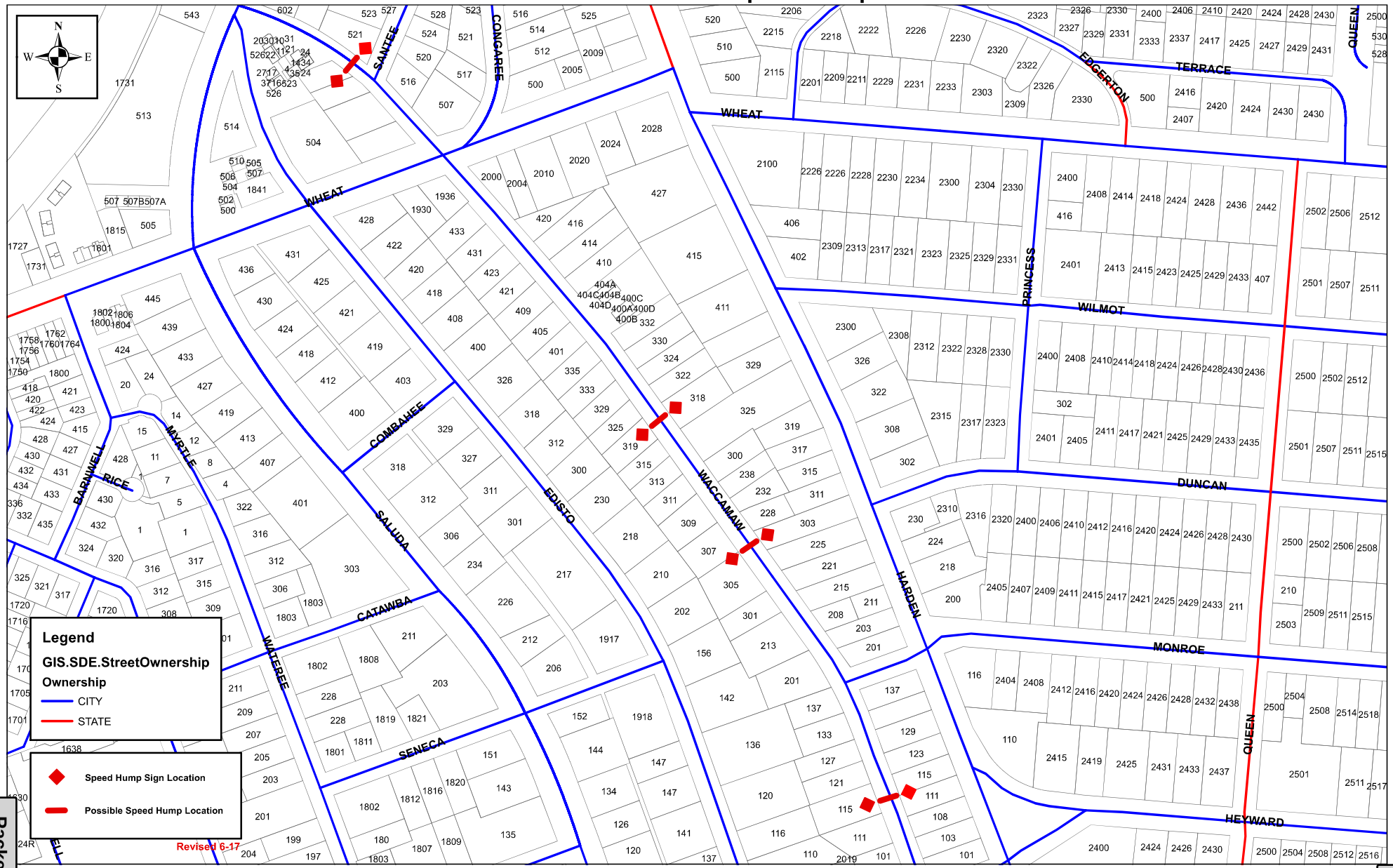
DATE: July 11, 2018

In response to a request from residents of Waccamaw Avenue, traffic volume/speed surveys were conducted in the area relative to the need for additional traffic control measures.

Waccamaw Avenue is owned and maintained by the City of Columbia, and is two-lane residential in nature.

Based on our review and subsequent coordination with the Wales Garden Neighborhood, the residents have requested installation of four speed humps at the locations shown on the attached map. The proposed locations for the associated warning signs are also shown. The Police and Fire Departments have also reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with the installation as soon as the work can be scheduled.

Waccamaw Ave. Speed Humps



From: Duvall Jr, Howard E
To: Anderson, Robert A; Moore, Erika
Cc: Wilson, Teresa B; Devine, Tameika; Belton, Chanique J
Subject: Fw: [EXTERNAL] Wales Garden--Waccamaw Speed Bump Resolution
Date: Tuesday, July 10, 2018 5:23:09 PM
Attachments: Waccamaw Speed Humps.pdf

Robert and Erica, please get Michael on the July 17 agenda. It will be brief. HED

From: Michael Anzelmo <MichaelAnzelmo@schouse.gov>
Sent: Tuesday, July 10, 2018 4:40 PM
To: Devine, Tameika; Duvall Jr, Howard E
Cc: Brewer, David
Subject: [EXTERNAL] Wales Garden--Waccamaw Speed Bump Resolution

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Ms. Devine and Mr. Duvall:

I wanted to thank you both again for attending the Wales Garden meeting last. I appreciate the time spent with our members and know it was instrumental in helping me get a compromise passed last night. This compromise was in the best interest of the residents of Waccamaw, both those for and those against the speed bumps, as well as my association as a whole. I also appreciate the council allowing me the opportunity to hold this special meeting and get my folks on the same page.

I have attached the map setting out the locations for the speed bump that my association approved last night. Mr. David Brewer (Mr. Brewer, thank you as well for attending) drafted this map for use in installation of the bumps. He is copied here should you have questions.

I would like to attend the next council meeting to alert the full council of the agreement by Wales Garden on this issue and ask that the council implement the installation in accordance with this map. Could y'all assit in getting me on the agenda to accomplish this?

Thanks,
Michael

Michael J. Anzelmo | **Chief of Staff and Legal Counsel to the Speake**r |
The South Carolina House of Representatives | (c) 803.237.2661 |
(o) 803.734.3125 | (e) michaelanzelmo@schouse.gov

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Fiscal Year 2018/2019 Hospitality Tax and Accommodations Tax Funding Recommendations - Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** Funding Recommendations fy19 Memo (PDF)
- #b: Funding Recommendations fy19 (PDF)

TO: HONORABLE STEVE BENJAMIN, MAYOR; COLUMBIA CITY COUNCIL; TERESA WILSON, CITY MANAGER

FROM: DEE DEE FANNING

SUBJECT: ACCOMMODATIONS & HOSPITALITY TAX GRANT COMMITTEE ANNUAL RECOMMENDATIONS

DATE: 7/16/18

CC: ERIKA MOORE

Council is asked to approve the attached spreadsheet for Accommodations and Hospitality recommendations and to include the following:

*Accommodations Tax approval of A-tax 18/19 surplus to be distributed as follows: 25,000 to Capital City Lake Murray, remaining surplus to Columbia Metropolitan CVB.

*Hospitality Tax funding is for eligible expenditures within the State and City grant guidelines.

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Spreadsheet Key:

New, Capital, or Fiscal Agent-Indicated by (FA), (NEW), or CAPITAL after Organization Name, Column B

Amounts in Red - All or Partial Funding from City Council

Highlighted Yellow - Recommendations for City Council Pending Approval

2018/2019 HOSPITALITY/ACCOMMODATIONS FUND GRANTS

***TOTAL COLUMNS ARE PENDING ANY APPROVALS HIGHLIGHTED IN YELLOW**

			HOSPITALITY TAX GRANTS								ACCOMMODATIONS TAX GRANTS									CARRY FORWARD
	Organization Name	Project	2017/2018 H-Tax Request	2017/2018 H-Tax Committee	2017/2018 H-Tax Council	2017/2018 H-Tax Total	2018/2019 H-Tax Request	2018/2019 H-Tax Comm	2018/2019 H-Tax Council	2018/2019 H-Tax Total	Previous Year A-Tax Request	Previous Year A-Tax Committee	Previous Year A-Tax Council	Previous Year A-Tax Total	Previous Year 5% A-Tax	Current Year A-Tax Request	Current Year A-Tax Comm	Current Year A-Tax Council	Current Year A-Tax Total	Current Year 5% A-Tax	Request to CF 17/18 Balance to 18/19
1	701 Center Contemporary Art	Programs/Events, Open Studios, Public Art Trail	160,000	74,000		74,000	160,000	74,000		74,000											
2	A to Zed Inc. (NEW)	African Arts Festival								0						34,000	0		0		
3	Animal Mission	Palmetto Peanut Boil	20,500	5,000		5,000	15,000	5,000		5,000											
4	Ann Brodie's Carolina Ballet	Season	50,000	42,500		42,500	50,000	45,000		45,000											
5	Auntie Karen Foundation	Legends of…	50,000	5,000	20,000	25,000	50,000	7,000		7,000											
6	Benedict College	Championship Sporting Events	75,000	4,000	4,000	8,000	100,000	4,000		4,000											
7	Benedict College (FA)	Harambee Festival	35,000	15,000		15,000	35,000	15,000		15,000											
8	Black Pages International	Columbia Black Expo	100,000	10,000	40,000	50,000	50,000	5,000		5,000	25,000	0	0	0		60,000	0		0		
9	Capital City Lake Murray Country Regional Tourism	Marketing & Promotion/Visitors Center								0	325,000	200,000	90,000	290,000		325,000	300,000		300,000		
10	Capital City Shag Club	Capital City Shag Extravaganza-X	8,000	2,500		2,500	8,000	2,500		2,500											
11	Carolina Carillon	65th Annual Holiday Parade	27,000	10,000		10,000	28,000	12,000		12,000											
12	Carolina Marathon Assoc.	Governor's Cup Running Festival	7,000	0		0	10,000	0		0	10,000	0	0	0		10,000	0		0		
13	City Center Partnership	Main Street District-Clean/Safe & Placemaking Program	375,000	260,000	45,620	305,620	375,000	260,000		260,000											
14	City Center Partnership (FA)	Sally Salamander								0											5,620
15	City Year Inc.	City Year Columbia 30th Anniversary Celebration					20,000	0		0											
16	Columbia Choral Society	Fall and Spring Concert	20,500	3,500		3,500	20,500	3,500		3,500											
17	Columbia City Ballet	Season	290,000	173,000		173,000	250,000	175,000		175,000											
18	Columbia Classical Ballet	Season	200,000	125,000		125,000	200,000	125,000		125,000											
19	Columbia Film Society	Indie Grits Film Festival	100,000	70,000		70,000	100,000	68,000		68,000											
20	Columbia Film-CAPITAL CAMPAIGN (Year 5/Final)	Capital Campaign x 5: 110,000 each year for five years	110,000		110,000	110,000			110,000	110,000											
21	Columbia International Festival	International Festival	100,000	22,500		22,500	75,000	23,000		23,000	25,000	0	0	0							
22	Columbia Marionette	Visiting Artist					6,000	4,500		4,500											
23	Columbia Metropolitan CVB	Tourism Marketing								0	2,300,000	1,889,000	-90,000	1,799,000		2,300,000	2,142,000		2,142,000		
24	Columbia Museum of Art	Facility Operations, Tourism Marketing, Exhibition Support	737,590		716,107	716,107	737,590		716,107	716,107											
25	Columbia Museum of Art-CAPITAL CAMPAIGN (Year 3)	Capital Campaign x5: 100,000 yr one/two, 250,000 yr three/four, 300,000 yr five	100,000		100,000	100,000			250,000	250,000											
26	Columbia Music Festival (FA)	Columbia Hip-Hop Family Day	50,000	25,000		25,000	50,000	25,000		25,000											

			HOSPITALITY TAX GRANTS								ACCOMMODATIONS TAX GRANTS									
	Organization Name	Project	2017/2018 H-Tax Request	2017/2018 H-Tax Committee	2017/2018 H-Tax Council	2017/2018 H-Tax Total	2018/2019 H-Tax Request	2018/2019 H-Tax Comm	2018/2019 H-Tax Council	2018/2019 H-Tax Total	Previous Year A-Tax Request	Previous Year A-Tax Committee	Previous Year A-Tax Council	Previous Year A-Tax Total	Previous Year 5% A-Tax	Current Year A-Tax Request	Current Year A-Tax Comm	Current Year A-Tax Council	Current Year A-Tax Total	Current Year 5% A-Tax	Request to CF 17/18 Balance to 18/19
27	Columbia Music Festival	ARTSPACE	250,000		245,000	245,000	250,000		245,000	245,000										
28	Columbia Stage/Town Theatre	Season; Centennial Celebration (recommendation for Season only)	55,000	15,000		15,000	355,000	15,000		15,000										
29	Columbia Township Auditorium Foundation	Performance Series	100,000	54,000		54,000	100,000	55,000		55,000										
30	Columbia United FC (NEW)	Capital Project; Marketing					900,000	0		0										
31	Congaree Riverkeeper, Inc.	River Rocks Festival	30,000	25,000		25,000	30,000	27,000		27,000										
32	Congaree Vista Guild	Congaree Vista Guild; Clean & Safe (funded by Council)	325,000	260,000		260,000	455,000	260,000	115,000	375,000										
33	Crossover Athletics (NEW)	Run Hard Columbia Marathon					20,000	0		0										
34	Deckle Edge Literary Festival	Literary Festival	15,000	8,000		8,000	15,000	8,000		8,000										
35	Devine Street Association	Event and Association Marketing	100,000	48,000		48,000	100,000	50,000		50,000										3,139.50
36	Divine Nine Foundation	Greek Explosion	19,530	0	10,000	10,000	14,980	0		0										
37	Eau Claire Community Council	Eau Claire Unity Festival	69,050	10,000	2,500	12,500	49,500	13,500		13,500										
38	EdVenture Children's Museum	Marketing & Management of Tourism Facility	575,000		509,850	509,850	575,000		509,850	509,850										
39	Epitome, LLC (NEW)	Columbia Career Connect Conference					16,000	0		0										
40	Famously Hot New Year	Famously Hot New Year	130,000		130,000	130,000	130,000		130,000	130,000										
41	First Thursdays on Main	First Thursdays on Main	23,900	14,000		14,000	22,000	16,000		16,000										
46	Five Points Association	Five Points Association/Clean & Safe Program/Wine Festival	450,150	229,000	10,000	239,000	521,150	230,000		230,000										
43	Friends of Tapps Arts Center	Music/Performance/Visual Arts Series	35,000	5,000		5,000	30,000	7,000		7,000										
44	FUNDS	Annual Statewide Black History Parade & Festivities	7,500	5,500		5,500	7,500	6,000		6,000										
50	Gateway to the Army Association-CAPITAL (Year 2)	Capital Campaign x 3: 100,000 each year	500,000		100,000	100,000			100,000	100,000										
46	Greater Columbia Convention/Visitors Bureau	Midlands Regional Sports Council/Marketing Campaign	200,000	78,000	150,000	228,000	250,000	80,000		80,000										
47	Greater Columbia Convention/Visitors Bureau (FA)	National Collegiate Marching Band Comp.	50,000		25,000	25,000	75,000	0		0										25,000
48	Greater Columbia Restaurant	Restaurant Week Columbia	50,000	40,000		40,000	50,000	40,000		40,000										
55	Greater Rosewood Merchants	Rosewood Crawfish Festival, Rosewood Arts & Music Festival	75,000	50,000		50,000	55,000	48,000		48,000										
50	Greenview Reunion Foundation	Fountain of Youth Community Festival					69,735	0		0										
51	Historic Columbia Foundation	African American Heritage Project: Our Story Matters	175,000		155,000	155,000	135,000		155,000	155,000										
52	Historic Columbia Foundation	Heritage Tours and Programs	551,500		551,500	551,500	601,500		551,500	551,500										
53	Hollywood-Rose Hill Neighborhood Association	Homes for the Holidays Tour	6,000	3,000		3,000	6,000	3,000		3,000										185
54	Hoop-ology	Basketball Camps and Clinics	30,000	10,000		10,000	30,000	11,000		11,000										
55	Jam Room Foundation	Jam Room Music Festival	109,055	37,500		37,500	90,000	37,500		37,500										
56	Keep the Midlands Beautiful (NEW)	Welcome to Columbia Beautification Project (Interstate Welcome Sign)					400,500	0		0										
57	Language Buzz	Cinco De Mayo			5,000	5,000	20,000	2,000		2,000										

			HOSPITALITY TAX GRANTS								ACCOMMODATIONS TAX GRANTS									
	Organization Name	Project	2017/2018 H-Tax Request	2017/2018 H-Tax Committee	2017/2018 H-Tax Council	2017/2018 H-Tax Total	2018/2019 H-Tax Request	2018/2019 H-Tax Comm	2018/2019 H-Tax Council	2018/2019 H-Tax Total	Previous Year A-Tax Request	Previous Year A-Tax Committee	Previous Year A-Tax Council	Previous Year A-Tax Total	Previous Year 5% A-Tax	Current Year A-Tax Request	Current Year A-Tax Comm	Current Year A-Tax Council	Current Year A-Tax Total	Current Year 5% A-Tax	Request to CF 17/18 Balance to 18/19
58	Leisure Fun	Calendar Contract	16,000		16,000	16,000			16,000	16,000											
59	Love Yourself Always (NEW)	Indigo Music Festival					25,000	2,500		2,500						25,000	0		0		
66	Lutheran Church of the Incarnation Foundation	Columbia's Original Oktoberfest	30,000	2,500		2,500	10,000	2,500		2,500											
61	Ngorli Inc. (NEW)	Multicultural Gala					8,000	0		0											
62	North Columbia Business Association	SC Cornbread Festival	75,000	8,500	1,500	10,000	75,000	10,000		10,000											
63	One Columbia	One Columbia for Arts and History	88,000		83,800	83,800	88,000		83,800	83,800					83,800					83,800	10,000
64	Organization of African Unity (NEW)	Africa Day Festival					38,000	4,000		4,000											
65	Palmetto & Luna	Day of the Dead Festival at Five Points	15,000	5,000		5,000	15,000	6,000		6,000											
66	Palmetto AIDS Life Support Services, Inc.	Suds & Grub/Motown Review	5,000	1,500		1,500	5,000	0		0											
67	Palmetto Capital City Classic, Inc.	Palmetto Capital City Classic	50,000	15,000	7,000	22,000	50,000	15,000		15,000											
68	Palmetto Concert Band	Season	3,300	2,000		2,000	3,300	2,500		2,500											
69	Palmetto Mastersingers	Concert Series	12,000	2,000		2,000	13,700	3,500		3,500											
70	Palmetto Opera	Performance Series	15,000	2,000	10,000	12,000	15,000	2,500		2,500											
71	Parks and Rec Foundation				175,000	175,000			75,000	75,000											
72	Patrons and Friends of the Arts at Ebenezer, Inc.	1301 Series/Season	10,000	5,000		5,000	10,000	5,000		5,000											
73	Pawmetto Lifeline (NEW)	Pawmetto Tails and Ales in Harbison					45,025	3,000		3,000											
74	Pink & Green Community Service Foundation, Inc.	Pink Ice Gala	35,000	0		0	25,000	0		0											
75	Renaissance Foundation (Year Five)	Capital Campaign x 10: 75,000 each year	1,174,000			0				0											
83	River Alliance	Operations	26,000		26,000	26,000			26,000	26,000											
77	Riverbanks Park Commission	Riverbankis Zoo and Garden General Advertising	85,000	43,000		43,000	60,000	43,000		43,000											
78	Sandlapper Singers	Concert Series	5,000	3,500		3,500	5,000	3,500		3,500											
79	SC Hispanic Outreach	Main Street Latin Festival	80,500	20,000		20,000	80,500	20,000		20,000											
80	SC Philharmonic, Inc.	Masterworks Season	100,000		100,000	100,000	100,000		100,000	100,000											
81	SC Pride Movement	SC Pride Festival and Parade	85,000	48,000		48,000	125,000	48,000		48,000											
82	SC Shakespeare Company	Shakespeare in the Park	25,000	25,000		25,000	25,000	10,000		10,000											25,000
83	SC State Museum Foundation	Statewide Marketing Campaign	100,000	23,000	25,000	48,000	100,000	15,000		15,000											
91	Senator Isadore E. Lourie Senior Center	Lourie Center Events	17,555	7,000		7,000	16,625	9,000		9,000											
85	Serve and Connect (NEW)	Knight of Honor					8,950	2,000		2,000											
95	Shekinah Glory Family Care Center (NEW)	Living the Legacy Festival					60,000	2,500		2,500											
87	Southern Guitar Festival	Southern Guitar Festival and Competition	9,000	5,000		5,000	7,000	6,000		6,000											
88	Special Olympics South Carolina	Summer Games	14,071	5,000		5,000	18,124	5,000		5,000											

			HOSPITALITY TAX GRANTS								ACCOMMODATIONS TAX GRANTS									
	Organization Name	Project	2017/2018 H-Tax Request	2017/2018 H-Tax Committee	2017/2018 H-Tax Council	2017/2018 H-Tax Total	2018/2019 H-Tax Request	2018/2019 H-Tax Comm	2018/2019 H-Tax Council	2018/2019 H-Tax Total	Previous Year A-Tax Request	Previous Year A-Tax Committee	Previous Year A-Tax Council	Previous Year A-Tax Total	Previous Year 5% A-Tax	Current Year A-Tax Request	Current Year A-Tax Comm	Current Year A-Tax Council	Current Year A-Tax Total	Current Year 5% A-Tax	CARRIED FORWARD Request to CF 17/18 Balance to 18/19
89	State Agricultural and Mechanical Society of SC	SC State Fair	70,000	28,000		28,000	70,000	28,000		28,000											
90	Sustainable Midlands	Tasty Tomato Festival	23,364	10,000		10,000	12,000	11,000		11,000											
91	Tomlinson Alumni, Inc. (NEW)	2226 Hampton-Black Heritage					150,000	0		0											
92	Trustus Theatre	Season	60,000	45,000		45,000	75,000	47,500		47,500											
92	USC Gamecock Club	USC Football Games	90,000	45,000		45,000	90,000	40,000		40,000											

	HOSPITALITY TAX GRANTS								ACCOMMODATIONS TAX GRANTS									CARRIED FORWARD
	Previous Year H-Tax Request	Previous Year H-Tax Committee	Previous Year H-Tax Council	Previous Year H-Tax Total	Current year H-Tax Request	Current Year H-Tax Comm	Current Year H-Tax Council	Current Year H-Tax Total	Previous Year A-Tax Request	Previous Year A-Tax Committee	Previous Year A-Tax Council	Previous Year A-Tax Total	Previous Year 5% A-Tax	Current Year A-Tax Request	Current Year A-Tax Comm	Current Year A-Tax Council	Current Year A-Tax Total	Current Year 5% A-Tax	2017/2018 CF Request
TOTALS:	$9,026,065	$2,090,000	$3,516,377	$5,606,377	**$9,143,179**	**$2,109,500**	**$3,183,257**	**$5,292,757**	$2,685,000	$2,089,000	$0	$2,089,000	$131,600	**$2,754,000**	**$2,442,000**	**$0**	**$2,442,000**	**$83,800**	**$68,944.50**

***Please note "Previous Year Totals" include only applicants and/or request for the 2018/2019 year.**

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Fiscal Year 2017/2018 Hospitality Tax Carry Forward Requests - Ms. Dee Dee Fanning, Grants Coordinator/Community Projects Liaison**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** Budget Memo HT Carry Forward 2017-2018 (PDF)

We Are Columbia

Teresa Wilson, City Manager
PO Box 147, Columbia, SC 29217 • Phone: 803-545-53026

TO: **Teresa Wilson, City Manager**

FROM: **Dee Dee Fanning, Grants Coordinator/Community Projects Liaison**

DATE: **July 11, 2018**

RE: **Hospitality Tax Carry Forward Request for Reinstatement**

The following organizations have a balance of Hospitality Tax funding from the 2017/2018 fiscal year and are requesting their balance be reinstated for the 2018/19 fiscal year. Organizations are allowed to carry forward funds for one year. Letters from the organizations requesting to carry forward funding are attached, and were submitted before the required May 30th deadline.

Devine Street Association	$3,139.50
National Collegiate Marching Band Championships	$25,000
Hollywood-Rose Hill Neighborhood Association	$185
Olympia Community Festival	$10,000
South Carolina Shakespeare Company	$25,000
Sally Salamander Project	$5,620
Total Requested to Reinstate:	**$68,944.50**

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the re-appointment / appointment of two (2) individuals to the Columbia Housing Authority Board.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Foster a healthy quality of life**

ATTACHMENTS:

- **#a:** CHA_Memo_072018 (PDF)

We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: July 3, 2018

SUBJECT: Columbia Housing Authority

Purpose: Responsible for the oversight of the Housing Authority and its Executive Director.

Composition: This commission is composed of seven (7) members one of which must be served by the Authority. Appointees serve a five (5) year term with eligibility for one (1) re-appointment.

Action: Council is asked to re-appoint/appoint two individuals to the Columbia Housing Authority Board.

District Representation:

District 1 – 1
District 2 – 4
District 3 – 2
District 4 – 0
Outside City Limits – 0

District Representation of Applicants:

There are six **(6)** applications for consideration.

District 1 – 0
District 2 – 4
District 3 – 2
District 4 – 0
Outside City Limits – 0

APPLICANT

Wanda Cannon
105 Rosewood Hills Drive, Apt. 106
Columbia, SC 29205
District 3

Disabled

Dr. Ceeon Smith
1600 Harden Street
Columbia, SC 29204
District 2

Chief of Staff
Benedict College

Alexzena Furgess
1905 McAlister Street
Columbia, SC 29204
District 2

Retired
Eligible for Re-Appointment

Kathleen Abraham
114 W Killian Station Court
Columbia, SC 29229
Outside City Limits

Comm. Dev. Relationship Manager
Woodforest National Bank

Bessie Watson
85 Easy Street
Columbia, SC 29205
District 3

Auditor/Investigator
SC Office of the Inspector General

Seeking Re-Appointment

Angela Watts
2501 Read Street, Apt. 11
Columbia, SC 29204
District 2

Paralegal
AgFirst Farm Credit Bank

CURRENT MEMBERS

	APPOINTED	STARTS	ENDS
Alexzena Furgess-Re-Appoint 1905 McAlister Street Columbia, SC 29204 **District 2** Retired	04/10/2012 * appointed to serve a 1-year term 03/05/2013	04/10/2012 05/01/2013	04/30/2013 04/30/2018
Bobby Gist 2526 Sheryl Lane Columbia, SC 29204 **District 2** University of South Carolina	04/10/2012*appointed for a 2-year term 11/18/2014	01/06/1994 04/21/1995 06/14/2006 06/14/2011 6/14/2014	04/10/1995 04/10/2006 06/14/2011 06/14/2014 06/14/2019
Bessie Watson- Re-Appoint 85 Easy Street Columbia, SC 29205 **District 2**	12/04/2012	11/01/2007 11/1/2012	11/01/2012 11/30/2017

	APPOINTED	STARTS	ENDS
Selena Pickens 2074 Watermark Place Columbia, SC 29210 **District 2** BB&T	04/18/2012 09/05/2017	04/01/2012 09/06/2017	04/30/2017 09/06/2022
Ernest W. Cromartie III 1413 Confederate Avenue Columbia, SC 29201 **District 1** Attorney Ernest W. Cromartie III Law Office	04/19/2016	05/01/2016	05/01/2021
Jennifer Wile Rubin 2936 Wheat Street Columbia, SC 29205 **District 3** Rogers Townsend & Thomas, PC	04/10/2012* appointed to serve a 3-year term	04/10/2012 05/01/2015	04/30/2015 04/30/2020
George Green 501 Rosewood Hill Dr. Columbia, SC 29205 **District 3** **CHA Representative**	03/01/2011 04/19/2016	03/01/2011 03/01/2016	03/01/2016 03/01/2021

We Are Columbia

MEETING DATE: **July 17, 2018**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Council is asked to approve the re-appointment / appointment of five (5) individuals to the Columbia Tree and Appearance Commission.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Collaborate and partner with entities**

ATTACHMENTS:

- **#a:** CTAC Memo 071018 (PDF)

We Are Columbia

TO: Teresa B. Wilson, City Manager

FROM: Chanique J. Belton, City Manager Office

DATE: July 10, 2018

SUBJECT: Columbia Tree and Appearance Commission

Purpose: This committee protects, enhances and promotes the City of Columbia's natural resources and visual beauty. They oversee the development of a master plan for the beautification of the City of Columbia and its implementation.

Composition: This committee is comprised of 11 eleven members consisting of seven (7) At-Large members; one (1) arborist, horticulturist or landscape architect; one (1) developer or realtor; one (1) architect or engineer; and one (1) member from Columbia Green. Appointees serve a two (2) year term with eligibility for one (1) re-appointment.

Action: Council is asked to re-appoint and appoint five (5) individuals to the Tree and Appearance Commission.

- Current District Representation is:

  District 1 – 2
  District 2 – 1
  District 3 – 7
  District 4 – 2
  Not in City Limits – 1

- District Representation of Applicants:

There are five **(5)** applications for consideration.

District 1 – 1
District 2 – 1
District 3 – 2
District 4 – 1
Outside City Limits – 0

Applications Received

Bryan Allen
4630 Datura Road
Columbia, SC 29205
District 4

Assistant VP-Business Information & Analysis
Colonial Life

Chris Goodman
2311 Park Street
Columbia, SC 29201
District 1

Physician
USC School of Medicine

Charles Pippin
1401 Hampton Street
Columbia, SC 29201
District 2

Digital Director
Office of the Governor

Emery L. Trapp
1702 Budon Court
Columbia, SC 29204
District 3

Insurance & Real Estate
Thaxton Insurance Group

Carolyn Duggan
3214 Monroe Street
Columbia, SC 29205
District 3

Homeworker

Current Appointees

	APPOINTED	STARTS	ENDS
Presley V. Hogue-ELIGIBLE 1316 Cambridge Lane Columbia, SC 29204 **District 3**	06/02/15	6/2015	6/2018
William Baker-ELIGIBLE 3405 Yale Avenue Columbia, SC 29205 **District 3** Non-proliferation Policy Director Alliance for Nuclear Accountability **At-Large**	06/07/2016	07/01/2016	06/30/2018

	APPOINTED	STARTS	ENDS
Elizabeth Marks-Expires Aug. 1908 Henderson Street Columbia, SC 29201 **District 2**	08/07/2012 03/15/2016	08/2012 08/2015	08/2015 08/2018
Elizabeth Marks & Associates Inc. **At-Large**			
Robert Harte 418 Laurel Hill Lane Columbia, SC 29201 **District 1**	07/18/2017	07/19/2017	08/01/2019
Attorney Richardson Plowden & Robinson, P.A. **At-Large**			
John McKenzie 2424 Wheat Street Columbia, SC 29205 **District 3**	03/04/2014	03/2014	02/2017 12/2018
Attorney McDonald, McKenzie, Rubin, Miller & Lybrand LLC **At-Large**			
Mary Greene-ELIGIBLE 120 Woodrow Street Columbia, SC 29205 **District 3**	06/26/2012 05/19/2015	07/2012 06/2015	06/2015 06/2018
Greene Grassroots greenegrassroots@aol.com **At-Large**			
Randall Roberts 1212 Shirley Street Columbia, SC 29205 **District 3**	04/22/2014	04/22/2014	09/06/2020
Civil Engineer Neel-Schaffer Randy.roberts@neel-schaffer.com **At-Large**			

	APPOINTED	STARTS	ENDS
Karen Settana 51 Foot Point Road Columbia, SC 29209 **District 4**	04/22/2014 07/18/2017	04/22/2014 07/19/2017	04/30/2017 08/01/2019
Auditor SC Department of Social Services **At-Large**			
Charles Moore 1301 Adger Road Columbia, SC 29205 **District 4**	03/05/2013 03/15/2016	12/2012 12/2015	12/2015 12/2018
Attorney Turner, Padget, Graham & Laney, P.A. **At-Large**			
Charles Weber Howell-VACANT 11 Rosemount Court Blythewood, SC 29016 **Not in City Limits**	06/26/2012 05/19/2015	07/2012 06/2015	06/2015 06/2018
The Landplan Group South **District 1** **LA/Horticultrist/Arborist**			
Elizabeth T. Scott 3446 Coleman Street Columbia, SC 29205 **District 3**	07/18/2017	07/19/2017	08/01/2019
Banker NBSC			
Regina Monteith 530 Kilbourne Road Columbia, SC 29205 **Columbia Green Representative** **District 3**	05/23/2016	05/24/2016	02/01/2019

	APPOINTED	STARTS	ENDS
Ben Brantley 1629 Millford Road Columbia, SC 29206 **District 4**	03/15/2016	04/2016	04/2019

Vice President
CBRE

Developer-Realtor

Pat Parker
(803) 407-1493
pparker@sc.rr.com
Columbia Garden Advisory Council

Eddie McWhirter
325 Stanford Bridge Rd.
West Columbia, SC 29172

SCE&G
Advisory

Nancy Lee Trihey
Staff
Sara Hollar
Designated