COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JULY 20, 2021

The Columbia City Council will conduct a Council Meeting on Tuesday, July 20, 2021 at 2:00 p.m. at the Busby Street Community Center, 1735 Busby Street, Columbia, SC 29203. The meeting will be streamed online at www.columbiasc.gov. Citizens can participate in the meeting in-person or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **4204**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to join the speaker queue. For additional information visit www.columbiacitysc.iqm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable 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 ▪ The Honorable William Brennan, District III

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

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the June 15, 2021 City Council Meeting Minutes.

PRESENTATIONS

2. Resolution No.: R-2021-078 Approving the honorary naming of the City Council Conference Room on the 3rd floor of City Hall the "Frank B. Washington Room"

3. Recognition of Ms. Amy Moore as the Historic Columbia Foundation's Preservation Leadership Award Recipient - Ms. Krista Hampton, Planning and Development Services Director

CITY COUNCIL DISCUSSION / ACTION

4. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

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

5. American Rescue Plan Update - Ms. Melisa Caughman, Budget & Program Management Director

6. Fiscal Year 2021/2022 Hospitality Tax & Accommodations Tax Grant Program - Ms. Melisa Caughman, Budget & Program Management Director

CONSENT AGENDA 7 THROUGH 27

7. Council is asked to approve a Professional Services Agreement for Fiscal Year 2021/2022 for computer training, job search/preparation, and online classes for our most vulnerable populations, as requested by the Community Development Department. Award to Fast Forward in an amount not to exceed $100,000.00. This firm is located in Columbia, SC.

   Funding Source: Community Development (1014320-636600) $50,000 and Water & Sewer Special Projects (5518415-636600) $50,000. The original budget amount is $100,000.00.

8. Council is asked to approve an Agreement for Lead-Based Paint and Asbestos Testing/Air Monitoring for an initial term of one (1) year, with the option to renew for three (3) additional one-year periods, as requested by the Community Development Department. Award to ABS Environmental, Inc. in an amount not to exceed $622,500.00. This firm is located in Chapin, SC.

   Funding Source: Community Development Block Grant - Disaster Recovery Control Account Professional Services (2639999-9107902017-636600 $518,750.00; 2639999-910790121-636600 $51,875.00; 2639999-9100100121-636600 $51,875.00). The original budgeted amount is $622,500.00.

   ABS Environmental, LLC will provide lead-based paint inspections, risk assessments, clearance testing, asbestos testing, and air monitoring services estimated at 85% ($529,125.00) of the total contract amount.

   The following subcontractors will provide services estimated at a combined 15% (93,375.00) of the total contract amount:

   EMSL Analytical of Kernersville, NC will provide lab services. Actual dollar amounts and percentage will depend on the number of samples required.

   Eurofins/CEI, of Cary, NC will provide lab services. Actual dollar amounts and percentage will depend on the number of samples required.

9. Council is asked to approve an Agreement for Nowcare Premium Parking Facility Gate Equipment & Software Extended Warranty with Cloud Hosting Services for an initial term of one (1) year with the option to renew for three (3) additional one-year periods, as requested by the Parking Services Department. Award to Amano McGann, Inc. in the amount of $124,045.00. This firm is located in Charlotte, NC.

   Funding Source: Parking Lady Street Deck, Maintenance and Service Contract (5313104-638200) $31,011.25; Parking Sumter Street Deck, Maintenance and Service Contract (5313106-638200) $31,011.25; Parking Park Street Deck, Maintenance and Service Contract (5313109-638200) $31,011.25; Parking Lincoln Street Deck, Maintenance and Service Contract (5313112-638200) $31,011.25. The original budget amount is $124,045.00

10. Council is asked to approve the Renewal of Cisco SMARTnet Services Contract, as requested by the Information Technology Services Department. Award to NWN Corporation, using the SC State Contract in the amount of $101,512.08. This vendor is located in Waltham, MA.

    Funding Source: Information Technology - Maintenance & Service Contracts (1011120-638200). The original budget amount is $101,512.08.

11. Council is asked to approve the Renewal of the Oracle Support Services Contract for Banner Utility and IFAS Financial Systems, as requested by the Information Technology Services Department. Award to Mythics Inc., using the Region 4 (Omnia)/National IPA Cooperative Contract in the amount of $173,195.21. This vendor is located in Virginia Beach, VA.

    Funding Source: Information Technology - Maintenance & Service Contracts (1011120-638200). The original budget amount is $185,850.00.

12. Council is asked to approve the Microsoft Enterprise Software Services Agreement, as requested by the Information Technology Services Department. Award to SHI International Corporation, using the SC State Contract in the amount of $651,092.77. This firm is located in Somerset, NJ.

    Funding Source: Information Technology - Cloud Based Software Solutions (1011120-632170) $422.40; Information Technology - Maintenance & Service Contract (1011120-638200) $650,670.37. The original budget amount is $772,887.00. This is the second installment of the three-year agreement.

13. Council is asked to approve Contract Amendment #10 for the final phase of Citywide Video Camera Services for Fiscal Year 2021/2022, as requested by the Columbia Police Department. Award to Statewide Security Systems, Inc. in the amount of $171,000.00. This firm is located in Columbia, SC. (*Video camera services are transitioning to a new Contractor*)

    Funding Source: Police Administrative Services - Professional Services (1012402-636600). The budget amount for this amendment is $171,000.00.

14. Council is asked to approve a Contract for School Crossing Guard Security Services for academic year 2021/2022, as requested by the Columbia Police Department. Award to Cross Safe in an amount not to exceed $289,843.20. This firm is located in Charlotte, NC.

    Funding Source: Police Administrative Services, Professional Services (1012402-636600). The original budget amount is $289,843.20.

15. Council is asked to approve the Purchase of a 2022 Enforcer Pumper for the Fire Department, as requested by the Fleet Services Division. Award to Spartan Fire & Emergency Apparatus, using the HGAC Cooperative Contract in the amount of $737,511.94. This vendor is located in Roebuck, SC.

    Funding Source: Capital Replacement - Auto, Truck Heavy Equipment-Capital; 6308972-658500. The original budget amount is $737,511.94.

16. Council is asked to approve an Agreement for Project WM4621; Pineview Industrial Park Water Capacity Study for an initial term of one (1) year with the option to renew for one (1) additional one-year period, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of $64,435.00. The firm is located in Columbia, SC.

    Funding Source: Utilities Planning & Strategy Special Contracts - Water - Sewer, Stormwater (5516201-638305). The original budgeted amount is $64,435.00.

17. Council is asked to approve an Agreement for Project SS7595; Capacity Assurance Program Hydraulic Modeling Professional Services for an initial term of one (1) year with the option to renew for two (2) additional one-year periods, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of $115,000.00. The firm is located in Columbia, SC.

Funding Source: Engineering Wastewater System Improvements - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is $115,000.00.

18. Council is asked to approve a Memorandum of Agreement for Apprenticeship Program Certification and Training Services, as requested by Columbia Water. Award to Central Carolina Technical College in the amount of $141,600.00. This vendor is located in Sumter, SC.

    Funding Source: Utilities Wastewater Maintenance - Employee Training & Professional Development (5516205-631200) $39,420.00; Utilities Metro Wastewater Plant - Employee Training & Professional Development (5516208-631200) $37,700.00; Utilities Water Distribution & Maintenance - Employee Training & Professional Development (5516203-631200) $47,400.00; Utilities Lake Murray WTP - Employee Training & Professional Development (5516207-631200) $8,500.00. The original budget amount is $141,600.00.

19. Council is asked to approve the Purchase of a Crane for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to H & E Equipment Services Inc., using the Sourcewell Cooperative Contract in the amount of $224,823.85. This vendor is located in Baton Rouge, LA.

    Funding Source: Utilities Metro Wastewater Plant-Auto, Trucks, Heavy Equipment-Capital; (5516208-658500). The original budget amount is $224,823.85.

20. Council is asked to approve an Agreement for Project SS7593; Capacity Assurance Program Professional Support Services for an initial term of two (2) years with the option to renew for one (1) additional one-year period, as requested by Columbia Water. Award to AECOM Technical Services, Inc. in the amount of $386,100.00. The firm is located in Columbia, SC.

    Funding Source: Engineering Wastewater System Improvements - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is $386,100.00.

21. Council is asked to approve an Agreement for Project SS7591; Project Management and Capacity Assurance Program Professional Services for an initial term of three (3) years with the option to renew for one (1) additional one-year period, as requested by Columbia Water. Award to Carper Civil Consulting, LLC in the amount of $388,752.00. The firm is located in Charleston, SC.

    Funding Source: Engineering Wastewater System Improvements - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budgeted amount is $388,752.00.

22. Council is asked to approve Contract Amendment #2 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to Lake Murray Utility Company, Inc. in the amount of $400,000.00. This firm is located in Chapin, SC.

Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was $400,000.00. The budget amount for this amendment is $400,000.00. The total revised budget amount is $800,000.00.

This is a Mentor Protégé Program Project. Lake Murray Utility Company, Inc. of Chapin, SC is the mentor and will provide overall project management, billing, and ordering services at 80% ($640,000.00) of the total revised contract amount. J.W. Brown Construction, LLC of Lexington, SC is the protégé and will provide waterline repair services at 20% ($160,000.00) of the total revised contract amount.

23. Council is asked to approve Contract Amendment #1 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to LAD Construction, LLC in the amount of $400,000.00. This firm is located in Swansea, SC.

Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was $500,000.00. The budget amount for this amendment is $400,000.00. The total revised budget amount is $900,000.00.

This is a Mentor Protégé Program Project. LAD Construction, LLC. of Swansea, SC, is the mentor and will provide equipment/materials, and insurance/bonding services at 80% ($720,000.00) of the total revised contract amount. JA Mabus, of Batesburg, SC, is the protégé and will provide waterline repair services and equipment/materials at 20% ($180,000.00) of the total revised contract amount.

24. Council is asked to approve Contract Amendment #2 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to Carolina Tap and Bore, Inc. in the amount of $500,000.00. This firm is located in West Columbia, SC.

Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was $750,000.00. The budget amount for this amendment is $500,000.00. The total revised budget amount is $1,250,000.00.

This is a Mentor Protégé Program Project. Carolina Tap & Bore, Inc. of West Columbia, SC is the mentor and will provide labor, equipment/materials, and insurance and bonding services for the project at 80% ($1,000,000.00) of the revised total contract amount. LG Utility Contractors, Inc., a Minority Business Enterprise (W) of Lugoff, SC is the protégé and will provide waterline repair services, labor, equipment, and insurance and bonding at 20% ($250,000.00) of the revised total contract amount.

25. Council is asked to approve the issuance of Indefinite Delivery Contracts (IDCs) for Asphalt and Concrete Repair and Restoration Services, for an initial term of one (1) year with the option to renew for two (2) additional one-year periods, as requested by Columbia Water. Award to the following firms in a total amount not to exceed $1,500,000.00. Project specific administration shall be required, executed, and issued for each asphalt and concrete repair or restoration project awarded under the approved IDC.

Funding Source: Engineering - Water System Improvements - Special Projects (5516220-638500). The original budget amount is $1,500,000.00.

Contractor	Not to Exceed Amount	Firm Location
AOS Specialty Contractors, Inc.	$450,000.00	Lexington, SC
C.R. Jackson Inc.	$350,000.00	Columbia, SC
North American Pipeline Management, Inc.	$350,000.00	Columbia, SC
Southern Roots Landscape Management, LLC	$350,000.00	Columbia, SC

26. Council is asked to approve an Agreement for Municipal Separate Storm Sewer System Support Services for the City of Columbia for an initial term of one (1) year, with the option to renew or continue with work for four (4) additional one-year periods, as requested by Columbia Water. Award to Woolpert, Inc., in the amount of $533,707.00. The firm is located in Columbia, SC.

Funding Source: Engineering Stormwater Improvements - Special Contracts Water/Sewer, Stormwater (5534202-638305). The original budget amount is $533,707.00.

Woolpert, Inc., will provide MS4 Support Services at 82.79% ($441,848.00) of the total contract amount.

The following subconsultants will provide additional services:

Rogers and Callcott Engineers Inc., will provide lab services at 7.12% (38,000.00) of the total contract amount.

Xylem/ YSI Integrated Systems and Services Inc., will provide monitoring services at 10.09% ($53,859.00) of the total contract amount.

27. Ordinance No.: 2021-051 Approving the use of certain funds of the City of Columbia, South Carolina, in order to Acquire, Construct, Equip and Develop Land and Improvements within the Bull Street Development to Provide one or more Parking Facilities and Pay Certain Costs Associated with the Development Thereof"; and Other Matters Related Thereto (Bull Street Parking Facility 2/Construction and Development)

First reading approval was given on June 15, 2021

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

28. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14

Ordinance No.: 2021-061 Annexing and Incorporating 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Employment Campus (EC) and zoning of Office and Institutional District (C-1) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned GC by Richland County.

Applicant: South Carolina Research Authority / Hillpointe, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

29. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 314 Heyward Street, Richland County TMS# 08816-10-11

Ordinance No: 2021-058 Annexing and Incorporating 314 Heyward Street, Richland County TMS# 08816-10-11 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 2

Proposal: Request to annex the property and assign a land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Two-Family Residential District in a Design Preservation Overlay (RD-2, -DP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.

Applicant: PMC Columbia Bungalows, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

30. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road, Richland County TMS# 06200-01-07 and 06200-01-14

Ordinance No: 2021-060 Annexing and Incorporating 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:1

Proposal: Request to annex the property and assign land use classifications of Urban Edge Mixed Residential (UEMR) and Community Activity Center (AC-2) and assign zoning of General Residential District with a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial District (C-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned GC and OI by Richland County.

Applicant: W. E. Sellars, Trustee, The Founder's Fund; C. W. Haynes and Company, Incorporated; BlueChoice Healthplan of South Carolina, Inc. f/k/a Companion HealthCare Corporation / McGuinn Homes, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

31. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 409 Hampton Trace Lane, Richland County TMS# 13616-08-07

Ordinance No: 2021-059 Annexing and Incorporating 409 Hampton Trace Lane, Richland County TMS# 13616-08-07 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 3

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

Applicant: Jessica M. and Robert E. Bartley

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

32. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7432 Broad River Road, Richland County TMS# 05100-04-10(p)

Ordinance No: 2021-057 Annexing and Incorporating 7432 Broad River Road, Richland County TMS# 05100-04-10(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:1

Proposal: Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: Robertson Family Holdings, LLC / LCE Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

33. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 8025 Garners Ferry Road and 8041 Garners Ferry Road, Richland County TMS# 19100-05-04 and 19000-01-10

Ordinance No: 2021-056 Annexing and Incorporating 8025 Garners Ferry Road and 8041 Garners Ferry Road, Richland County TMS# 19100-05-04 and 19000-01-10 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District:3

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and Economic Development Center/Corridor and zoned RU by Richland County.

Applicant: Garners Ferry Development Company / Site Management Group, LLC

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

34. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 291 Harbison Boulevard, Lexington County TMS# 001941-01-015

Ordinance No.: 2021-055 Annexing and Incorporating 291 Harbison Boulevard, Lexington County TMS# 001941-01-015 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 1

Proposal: Request to annex the property and assign a land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of Planned Unit Development-Commercial District (PUD-C) at the time of annexation. The property is currently zoned PD by Lexington County.

Applicant: Branch Banking and Trust of South Carolina / Harbison MO, LLC

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

35. COMPREHENSIVE PLAN – FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p)

Ordinance No.: 2021-052 Amending the Columbia Compass: Envision 2036 Map to include 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p); annexed by Ordinance No: 2021-044 enacted June 1, 2021

Council District: 4

Proposal: Request to confirm the future land use classification of Urban Edge Residential Small Lot (UER-1) following the annexation of the property. The property is currently assigned an interim future land use classification of Urban Edge Residential Small Lot (UER-1).

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

Annexation, 1st Reading: 05/18/2021; Approval

2nd Reading: 05/18/2021; Approval

36. ZONING MAP AMENDMENT CONFIRMATION for 8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p)

Council District: 4

Proposal: Request to confirm the zoning of Single Family Residential District (RS-3) following the annexation of the property. The property is currently assigned interim zoning of Single Family Residential District (RS-3).

Applicant: Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

Annexation, 1st Reading: 05/18/2021; Approval

2nd Reading: 06/01/2021; Approval

37. ZONING MAP AMENDMENT for 6430 Norris Street, TMS# 16505-02-05

Council District: 4

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2).

Applicant: John Blackmon

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

38. ZONING MAP AMENDMENT for 1135 Carter Street, TMS# 14102-04-01

Council District: 2

Proposal: Request to rezone the parcel from Single-Family Residential District (RS-2) to Planned Unit Development-Residential District (PUD-R).

Applicant: LuCinda J. Herrera, Columbia Housing Authority

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

39. ZONING TEXT AMENDMENT to Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add 314 Heyward Street, TMS# 08816-10-11

Ordinance No: 2021-053 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 (7)

Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot due to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.

Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

40. ZONING TEXT AMENDMENT to Revise proposed new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Ordinance No: 2021-054 Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina

Proposal: Revise proposed new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 05/03/2021; Approval (9-0)

41. ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance

Ordinance No: 2021-062 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure

Proposal: Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019 and effective August 30, 2021 updating text related to Wireless Communication Facilities, Private Dormitories, and the Airport Height Overlay.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

ORDINANCES - FIRST READING

42. Ordinance No.: 2021-031 Establishing the City Center Business Improvement District

43. Ordinance No.: 2021-049 Granting an encroachment to the South Carolina Department of Transportation for the use of the right of way area of the 900 block of College Street for the installation and maintenance of a privacy fence enclosure, steps, walkways, access drive, and irrigation adjacent to 955 Park Street, Richland County TMS#08916-08-01

44. Ordinance No.: 2021-064 Authorizing the City Manager to execute Amendment No. 7 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23

45. Ordinance No.: 2021-065 Authorizing the City Manager to execute a Fifteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02

RESOLUTIONS

46. Resolution No.: R-2021-071 Certifying Three (3) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1215 Shop Road, Richland County TMS # R11210-01-02

47. Resolution No.: R-2021-074 Authorizing the City Manager to execute a Right-of-Entry Agreement between South Carolina Telecommunications Group Holdings, LLC d/b/a Segra and the City of Columbia for installation of telecommunications equipment within the building and along the property located at 1601 Assembly Street and identified as Richland County TMS#09014-01-02; CF#250-532

48. Resolution No.: R-2021-076 Authorizing acceptance and dedication of streets known as a portion of Peyton Road and Garner Springs Court, located in Pennington Place, Phase 1 and the remaining portion of Peyton Road, Trice Court, and Magnolia Springs Court, located in Pennington Place, Phase 2; Richland County TMS#16411-11-01 & 02; CF#285-11

49. Resolution No.: R-2021-077 Authorizing the City Manager to execute a Second Amendment to the Spirit Communications Park Naming Rights Agreement

EVENT RESOLUTIONS

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

50. Resolution No.: R-2021-023 Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2021 on Main Street on Friday, October 22, 2021 and Saturday, October 23, 2021

51. Resolution No.: R-2021-066 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for White Nights on Boyd Plaza on Thursday, August 12, 2021 (*Outdoor Film Screening*)

52. Resolution No.: R-2021-067 Authorizing consumption of beer and wine only within the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza at the Jam Room Music Festival on Saturday, October 16, 2021

53. Resolution No.: R-2021-070 Authorizing consumption of beer and wine only at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, October 9, 2021with a rain contingency date of Saturday, October 16, 2021

54. Resolution No.: R-2021-076 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 10, 2021

PUBLIC INPUT ON CLOSING OF STREET

55. Resolution No.: R-2021-075 Public Input on Closing of a portion of Benson Road between Garners Ferry Road and Burdell Drive

City Council will receive public input on the closing and transfer of the described property. No further action will be taken at this time.

APPOINTMENTS

56. Climate Protection Action Committee

57. Columbia Prepares Advisory Committee

58. Food Policy Committee

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

59. Council is asked to refer a thorough review of the Amplify Columbia recommendations, One Columbia for Arts and History suggestions, the various models for an ongoing Local Arts Agency structure and cultural policy and how to incorporate that into the Hospitality Tax process to the Arts and Historic Preservation Committee, as requested by The Honorable Howard E. Duvall.

60. Council is asked to refer a thorough review of the City's Remote Meeting Attendance Policy to the Administrative Policy Committee, as requested by The Honorable Tameika Isaac Devine.

61. Council is asked to form an ad-hoc committee to study a proposed ordinance for the regulation of short-term rentals, as requested by The Honorable Howard E. Duvall. The recommended members are Councilors Sam Davis, Howard Duvall, and Will Brennan.

PUBLIC INPUT

EXECUTIVE SESSION

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

COVID-19
Closing a portion of Benson Road between Garners Ferry Road and Burdell Drive
Michigan Street Parking

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

Convention Center
Columbia-Richland 911 Communications
Five Points Parking
Canal Recovery Efforts

ADJOURNMENT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 15, 2021

The Columbia City Council conducted a virtual meeting on Tuesday, June 15, 2021 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:12 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 Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Mr. Jeffery Palen, Assistant City Manager for Financial Services / Chief Financial Officer and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, subject to adding an Executive Session discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(2) - Fire Department and the discussion of City Holidays and Booker Washington Heights to **Item 26**.

APPROVAL OF MINUTES

1. Council is asked to approve the June 1, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve the June 1, 2021 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

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

Mayor Benjamin said some of you might have seen the media campaign that staff has helped us push out. We have to keep encouraging people to be vaccinated. South Carolina lags behind in vaccinations compared to the rest of the country. This means we have a lot of room for improvement. I encourage you to amplify the message around vaccinations.

Mr. Harry Tinsley, Emergency Management Director said according to the CDC, the vaccination utilization rate is 81.8%, with an average of over 1.1 million doses administered each day. The June 12th report shows all 46 counties in South Carolina with a low burden and minimal community activity. The City of Columbia and DHEC will host a vaccine clinic on June 17th from 1:00 p.m. to 4:00 p.m. at the Drew Wellness Center. DHEC will be administering the vaccines. No appointment, insurance, or ID is required. In the U.S., we have over 33.4 million confirmed cases and over 600,000 deaths due to COVID-19. In South Carolina, the confirmed case count stands at 492,985. The state case count for today is 53 with a positivity rate of 2.1%. There were no new confirmed deaths in today's report, bringing the state total of confirmed deaths to 8,623. In Richland County, the case count stands at over 39,729 with 3 new cases as of today and a total death count of 508. From May 31st to June 13th, Richland County had 298 cases, averaging about 21 new cases per day. As of June 9th, the Richland County recent disease activity incidence rate continues to remain low with a 2.0% positivity rate. Statewide hospitalizations continue to decline. As of today, there are 163 patients currently hospitalized due to COVID-19. Over 5 million doses have been received in the state and over 3.7 million have been administered. As of June 12th, approximately 39.5% of South Carolina's population greater than 12 years of age are fully vaccinated and 46.3% have received at least one dose. In Richland County, 171,933 residents have received at least one dose. According to the CDC, 43.7% of the U.S. population have been fully vaccinated and 76.4% of those 65 and older have been fully vaccinated.

3. Resolution No.: R-2021-069 Supporting Statewide Legislation Prohibiting the Use of Conversion Therapy on Minors – *Approved*

PUBLIC INPUT ON ITEMS 3 AND 4:

Dr. Elizabeth Ems said I strongly urge you all not to pass the ordinance regarding conversion therapy for minors. As a mom and a faith leader in the community I appreciate that you are so committed to protecting the physical and psychological wellbeing of our minors, but this ordinance is not in the best interest of our children. This ordinance limits the rights and freedoms and opens the door for prejudice and the strangulation of freedom of speech and freedom of religion. The freedoms and rights of our licensed providers need to be defended. They have worked diligently to obtain their title and practice in their field and should be trusted within their profession. Each person is a complex individual that requires unique care. What is helpful to one child might be disastrous to another. I have personally witnessed both sides of this. Licensed providers should have the right to speak according to their convictions, just as parents should continue to have the right to take their minors to someone else for care.

Pastor Terrell Roberts said I don't see the word "coercive" in the ordinance. Does this ordinance simply prohibit the application of "conversion therapy" against a minor's will or does it also regulate the conversation a counselor can have with their client? I know two licensed professional counselors who practice in the City of Columbia, both of whom approach counseling from a biblical worldview, and both of whom say they would never apply conversion therapy against a minor's will. What if those counselors see the need to discuss with the client the biblical perspective on gender and sexual orientation? Will this ordinance restrict what a counselor can discuss with the client? As written, this ordinance is ambiguous, leaving it open to misinterpretation and misapplication. My concern is that it will muzzle the helping professionals or at least intimidate them to the point that they are afraid to help young people who sincerely want help. How many children in Columbia have been harmed by conversion therapy? Do we know of actual cases, and if so, who determined what caused the harm? Are we addressing a problem that might be more imaginary than real, or at best, a problem that is merely potential? As a pastor, I am concerned that this ordinance could be a slippery slope that could lead to a more widespread repression of free speech to the point of prohibiting pastors from teaching biblical perspectives on these issues. I strongly urge the Council to vote no on Ordinance 2021-021.

Dr. Mark Smith said I have met with all my counselors at Columbia International University and asked if they use a specific version of therapy counseling. No one does here. It is not a common practice, which made me wonder if there is a real need for this proposed resolution. Has the Council considered the potential impact on the clergy in America? In a number of states where this has been passed there are now lawsuits from citizens or even those who have an activist mindset to take on the clergy and put the clergy at a specific disadvantage. This is requiring additional legal counsel for the clergy and it will have a huge effect on the clergy as we go forward. I would ask that you look at what is meant by conversion therapy. Both counselors and patients could be damaged by this resolution. I know there will be court cases that may end up at the Supreme Court. There is no scientific proof as to either side of this issue. I would ask for your help in unifying us and not dividing us.

Mr. Brad Lindsey, Sunday School Teacher at First Presbyterian Church said I want to encourage you not to forget about those of us who are persons of strong faith. I'm speaking up for counselors who can't turn their faith off as well as the ones commanded to be ambassadors for Christ by the scripture. I would encourage you to vote against this resolution and don't forget the faith community.

Minister Renee Mills, Graduate of Columbia International University said the first amendment states that Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof in our society. Freedom of religion has been twisted to mean freedom from a religious influence, which is something that the framers of our constitution never intended. We are asking you to protect the very rights stated in the Declaration of Independence and endowed by our creator. Consider that any law that prohibits the free exercise of religion is unconstitutional and should be excluded. We are asking you to vote no to this bill. Education always includes all perspectives, but indoctrination is simply one sided. Prohibiting parents who are Christian, Jewish, or any other faith from exercising their religious freedom and seeking counselors with the same values is unconstitutional. The responsibility for training children belongs to the parents and as parents let us choose what is best for our children in accordance with our own convictions, values, and beliefs as long as it is legal and moral.

Dr. Carl Brogue, said many follow Columbia as an example. Either the Bible is true or it's not but it does speak against transgender behavior and homosexual behavior. I know in the culture we live in people want to make this a minority issue. This is not a minority status issue; this is an issue of morality. The scripture is clear and I would be afraid as a councilmember to vote against God and his word and prevent Christian counselors, psychiatrists, and pastors to counsel people. When you call a boy, a girl or a girl, a boy, you are going against the clear teaching of scripture. Our mandate is to tell people the truth. I hope you all consider this because you're not really opposing pastors and the people that you represent; you are opposing the living God.

Pastor Debbie Cloninger said our founding fathers were very wise men. When they pinned the Declaration of Independence they did that with all of us created equal and with available rights: life, liberty, and the pursuit of happiness. If our children are unhappy and you are taking away our liberty as parents to get them qualified Christian counseling, this is something that is a clear violation of the Declaration of Independence, our knowledge of the Bible, and who God is and how he created us. This ordinance takes away parents ability and freedom to get help for their children. I ask that you vote against this ordinance.

Mr. Mitch Prosser said I have some concerns in regards to this ordinance and resolution at hand. The first has been articulated by the previous callers in regards to religious freedom and the rights of parents and children. I think it's important for us to understand that faith is something that cannot be separated from who we are as individuals. We should be concerned about the rights of the parents and the children when it comes to free speech and the exercise thereof, but also in regards to those medical professionals and licensed medical professionals. We would be restricting their right to speech protected by the Constitution. Would the City essentially be closed to businesses or counseling practices that are licensed by the state? I strongly urge you to reconsider the passage of this resolution and ordinance.

An unidentified caller, Retired High School Biology Teacher said America is a unique nation. It's a melting pot of people from different countries, cultures, religions, and races, who come here in the pursuit of freedom and a better life. The first amendment guarantees freedom concerning religion, expression, assembly, and the right to petition. It prevents Congress from both promoting one religion over others and also restricting an individual's religious practices. We also have the freedom and responsibility to raise our children to become responsible adults. We are given the liberty to teach them our belief system and raise them with our values. The brain and its functions do not fully develop until a child is in his or her mid-twenties. Therefore, their ability to think, reason, and make responsible decisions is not fully developed until early adulthood. The parent's obligation is to help them mature and learn how to make responsible decisions, but often the parents have to make decisions for them. If their child is struggling with identity issues and the parents feel they need some help in that area, they have the freedom to get them the help they feel is appropriate for their child. They know their children better than anyone else. I urge the Council to vote against this bill.

Pastor Trivian Capers, Benevolent Baptist Church in Hopkins, South Carolina and Associate Dean of Spiritual Formation at Columbia International University said I echo very similar sentiments of those that spoke before me and our concerns are nearly unanimous in the scope of this ordinance. We urge City Council to oppose this measure. One of the many things that we do in our discipline and exercise of our faith is counsel. We feel that this ordinance might leave the door wide open for escalation and other matters pertinent to the cause might prohibit us from exercising our faith in a manner in which the Constitution allows.

Ms. Tiffany James, said I will be reading a letter sent from the South Carolina Chapter of the American Academy of Pediatrics: Columbia City Council members, the South Carolina Chapter of the American Academy of Pediatrics is in support of the proposed conversion therapy ban. Policies and position statements from reputable medical associations opposing conversion therapy include the American Academy of Pediatrics, the American Medical Association, and the American Psychiatric Association. The concept of conversion therapy is based on misconceptions that homosexuality is a mental disorder and that sexual orientation or gender identity can be changed. The Trevor Project released its national survey on LGBTQ youth mental health on May 20, 2021. The survey found that 30% of LGBTQ youth reported being subjected to conversion therapy with 83% reporting this occurring when they were under 18 years old. Conversion therapy is based on false premises and in fact is known to be harmful. We have seen the effects of this in our practice. Dr. James Stallworth: “As a long standing board certified academic pediatrician in Columbia, I will join with the American Academy of Pediatrics in opposing conversion therapy for one of our most vulnerable patient populations. This issue should not be a political hot potato, but rather it is a medical issue fundamental to the doctor-patient relationship”. Dr. Duncan Norton: “I am an academic board certified pediatrician who practices evidence-based medicine to provide

the absolute best care to children in the Midlands. Conversion therapy has been found to be scientifically unbeneficial and to cause longer term mental adverse effects such as suicide. The use of conversion therapy is also found to be against the ethical principles of medicine. I applaud the members of Columbia City Council for moving forward to ban this harmful practice". Dr. Heather Staples: "As a board certified academic pediatrics, preliminary physician, and parent of an LGBTQ+ teenager, I stand in support of the AAP position on conversion therapy. We know this to be a harmful practice, which is not based on any medical evidence and is opposed by numerous medical societies". Past president of SCAAP Dr. Debbie Greenhouse: "As a board certified Columbia pediatrician with 25 plus years of experience, I have cared for many LGBTQ+ patients. These patients face numerous barriers in our community daily. They need support from their physicians and from mental health professionals who will care for them. Conversion therapy has been shown not to be helpful for LGBTQ youth and has been shown to do harm. It has no place in Columbia, South Carolina". SCAAP secretary and treasurer Dr. Martha Edwards, board certified pediatrician and a member of the SC American Academy of Pediatrics Executive Committee: "I seek to advise families about best practices surrounding children's mental and physical health. We know that conversion therapy is ineffective for LGBTQ youth and results in long-term harm to children who are exposed to it. Conversion therapy should be banned as a treatment option in order to protect our most precious resources, our children. The pandemic had laid bare the inequities in our society. Our LGBTQ youth have struggled disproportionately during this time as well. We are grateful for all you do for our children".

Mr. Dylan Gunnels, Founder and Equity Designer at the Agape Table said the religious right has yet again hijacked this conversation. This ordinance is about licensed practicing officials. It is not about religious institutions nor is it about pastors. If those individuals are licensed and practicing, then certainly it would apply but nine times out of ten those who are still committing conversion therapy are not licensed and practicing. I went through it when I was 15 years old and I am still dealing with the ramifications of that trauma. The practice of conversion therapy continued when I went to college to a Baptist college to study theology. Even though I was wrestling with my sexuality I still knew that I was deeply loved by my God and I still knew that I was called to some form of ministry. I just want to urge the Council today to look at the facts, to look at the way that this ordinance was written, and what this ordinance has actually set to accomplish. This ordinance is about protecting our LGBTQ youth from dangerous practices that have been proven time and time again by scientists, doctors, pediatricians, psychiatrists, and beyond to be a harmful practice. I'd be happy to have any of you at the Agape Table to learn how the push for religious rights kept me away from my loving God and kept me away from the church for a very long time. I am very proud to say that I am in a loving, monogamous relationship with my partner and I am deeply loved by my Jesus and I deeply love Jesus too. I urge you to remember what this ordinance is really about, what this ordinance really does, and what this conversation really is.

An unidentified caller said there are some who may embrace this concept and want to stay in that concept, but then there are also those that want to be out and want to find a way out. How can the law take such a request away from that person seeking help and guidance and where are their constitutional rights to pursue their life, liberty and happiness if they have expressed a desire for help exiting the LGBTQ community? If conversion therapy is wrong for Christians and other counselors to help those wanting to obtain more truth and guidance out of the LGBTQ community, is it also equally wrong for the LGBTQ community to try their form of therapy on young impressionable minds sometimes even against their parents' wishes or without their parents' knowledge? If we are going to limit what one perspective wants to try to do to influence young minds, shouldn't your position be to limit all of it? I empathize with them and I pray that they find the help and the guidance they need. We all want what is best in terms of healing.

Ms. Jasmine McCray said I am calling to support the ban on conversion therapy. I believe that we do have a freedom of religion, but that also means we have freedom from religion, freedom from the ideas of others, and the practices from which they believe in. My right to choose should not infringe on the rights of others to choose. We should not allow our religion into our laws or policies because there is a separate church and state. Conversion therapy has been proven not to work. Multiple scientific studies and organizations have come out against this for years, including the American Academy of Child Adolescent Psychiatry and the American College of Physicians. It kills our children. Conversion therapy victims are nine times more likely to report having attempted suicide. Our children deserve to flourish fully as whoever they are, whoever they choose to be, and live to be. Our beliefs should not impede on someone's ability to be who they are, including our children. I encourage our City, Mayor and the City Council to be bold, to be leaders in our state, defend our LGBTQ community and pass this ban.

Mayor Benjamin said I asked for this resolution to be drafted. I have been very transparent about some of my concerns around the ordinance but I have not wavered one bit in the sentiment against conversation therapy. I felt it was more appropriate to address it as a resolution expressing our concern clearly as a Council. The language mirrors much of what is in the ordinance, but also calls on the state to take action.

Councilor Rickenmann said after a great deal of time talking to folks on both sides and families who have been affected, I believe this is a family choice and we need to allow the families to make those decisions. There are case studies on both sides and we can go back and forth, but the reality is that this should only be a family decision and I will be voting no on both the resolution and ordinance.

Councilor Devine said I support the resolution. There are things that we can do in Columbia but certainly we need our state to do some things, as well. It is important to ask our legislature to take this up and I will support this resolution.

Councilor Davis said I entertained discussions with individuals on both sides of the issue. I was trying to position myself while taking into account the teachings of my father who was also a minister. I am surprised at some of the comments and how they were brought forward. I am in favor of the resolution which is most appropriate given the separation of local ordinances versus state legislation.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted six (6) to one (1) to approve Resolution No.: R-2021-069 Supporting Statewide Legislation Prohibiting the Use of Conversion Therapy on Minors. Mr. Brennan, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

4. Second Reading of Ordinance No.: 2021-021 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article V, Offenses Involving Minors to add Division 4, Conversion Therapy for Minors Prohibited - *First reading approval was given on May 4, 2021 – Approved on second reading.*

Councilor Duvall said we are amending the language in the ordinance as follows:

- Under the prohibited practices definition add “who is licensed by the City to engage in business” after the word “provider” and deleting “if the provider receives compensation in exchange for such services” after the words “city limits”.
- Under sexual orientation definition, we are deleting “the preference or practice of”.
- In Sec. 14-172. Intent, we are adding “by providers who are licensed by the City to engage in business and the manner in which provider deliver” after the word “conduct”, deleting “is delivered” after the word “treatment”, and adding “conversion” after the words “other than”.

These were minor word changes that were suggested to the committee that will clarify the intent of the ordinance. The majority of the people that called in this afternoon and who I have had discussions with over the last six weeks do not understand what is in this ordinance. There is no word in this ordinance that deals with religion. It does nothing to restrict pastoral duties. It is clearly aimed at licensed practitioners. Most of the pastors in the state of SC are not licensed practitioners. Conversation therapy has shown to be a terrible practice on young adults. Major organizations of licensed practitioners have shown that conversion therapy does not work and has lasting impacts

on individuals who go through it. I know we are in uncharted territory. We have talked about *Williams v. Hilton Head*. This is a home rule state and we have the authority to do what the state legislature has not told us not to do. The state legislature has left this area of regulation on this specific topic up to the City Council. I vote yes to the resolution because it stands as a statement of our preference but we need both the resolution and the ordinance to support our beliefs that conversion therapy is a terrible practice on young adults in the City of Columbia.

Councilor Devine said I agree that most people have not read the ordinance and have used talking points that someone sent to them to contact us. I would encourage anyone whether you support it or not to read the ordinance and understand what you are commenting on. Some of the issues that were raised are not part of the ordinance. As an attorney who does mental health work in Richland County, I had my own questions and reached out to the folks at MIRCI and some of the mental health psychiatrists and professionals that I deal with on a daily basis. People can take an oath to do no harm and also have a strong faith but know that the harm that has been done by conversion therapy methods have been documented and nothing has proved that this therapy does what it purports to say it does. I heard people talk about parental freedom, the law also prohibits parents from using corporal punishment on children. There are areas where the law does step in to protect our citizenry. There is nothing prohibiting any individual from talking to their pastor about what your family is doing. I support the ordinance because we have been leaders in many issues and we will continue to lead, especially in this area to make sure our young people are not being harmed. We have received support letters from MIRCI, the South Carolina Chapter of American Academy of Pediatrics, Dr. Deborah Greenhouse, and other mental health professionals.

Councilor McDowell said I cannot in good faith support this item.

Mayor Benjamin said this is a tough issue and one of the reasons I authored the resolution is because I think it is important that we strongly express the sentiments of Council on the issue of conversion therapy. I am not afraid of a fight to lead the way in the state. I do believe that it is important that we pass laws and policies to protect everyone's dignity. I disagree with some of the comments made but I do appreciate the way the different views have been articulated. I believe that a resolution is the more appropriate way for the City to advocate. Columbia has led on justice, equality, and equity. We have been strong supporters of the LQBTQ+ community. I am not convinced this ordinance is the right step to take right now, the resolution aggressively expresses the desires of Council and I would lobby for state action.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted four (4) to (3) to give second reading approval to Ordinance No.: 2021-021 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article V, Offenses Involving Minors to add Division 4, Conversion Therapy for Minors Prohibited as amended. Mr. Brennan, Mr. Duvall, Ms. Devine, and Mr. Davis voted aye. Mr. Rickenmann, Mr. McDowell, and Mayor Benjamin voted nay.

5. Update from Dominion Energy on Tree Trimming Practices - Mr. Royce Shannon, Manager of Electric Operations and Mr. Brett Wilkins, Vegetation Management Supervisor for Dominion Energy

Councilor Devine said I was in a neighborhood meeting on Sunday and it was discussed that some kind of pesticide was sprayed on limbs in people's backyard. I would like to address that.

Mr. Royce Shannon, Manager of Electric Operations said our number one priority is safety: the safety of our customers, our employers, employees, and the public. Our maintenance programs, including our vegetative management, is part of what helps us run a safe electric distribution system. Another priority is the reliability and resiliency of our system. Reliability is directly affected by our maintenance program. We have state requirements and laws that requires us to run our system in a way that provides safe, adequate, and sufficient service. Part of what we have to do in order to provide that safe reliable electricity is to perform various maintenance activities, including vegetative management and line clearing of our system. The general terms and conditions that all of our customers agree to when they accept service from the utility provides us the right to maintain our system, provide safe and adequate service to our customers, and on state and municipal right of ways. We are mandated to provide reliable electric service. You can see over the past 20 years the SAIDI number metrics have improved. That is the average number of minutes that your average customer has been out during a year. We have improved from 146 minutes to 91 minutes. We meet with City staff at the end of each year and review all upcoming tree trimming, line clearing programs, which neighborhoods we will be going to perform those activities, and if we are going to be performing any major construction. We also attend tree trimming workshops at the beginning of the year and review with residents where trimming is planned. We send postcards and emails to property owners several weeks prior to the beginning of work and we stay in communication with City officials regarding work as projects progress. We safeguard through vegetation management because it is critical to resiliency and reliability, allows for faster restoration during storms, increases safety for employees and the general public, and to follow industry standards for the health of the trees. We have standards that we utilize for tree trimming that we are trying to achieve to make sure we are providing adequate clearances from our power lines. There was a question about undergrounding lines and that is certainly an option. The City has taken a very proactive approach to undergrounding power lines within the City limits.

The City has done much more undergrounding of power lines than any other municipality in our service territory and we certainly would consider continuing to partner with the City on that. The question came up about utilizing herbicides in backyards. We do utilize those to spray low-lying vegetation with the intent of not having to come back and perform line clearing activities in the future to limit the amount of time and impact to our customers.

Councilor Brennan said we have been a Tree City USA for about 42 years, number one in South Carolina. There are high expectations to keep a healthy tree canopy. The City's Forestry Department can only do so much if we don't have a good partner that goes the extra mile. I hope Dominion will go that extra mile for us. We have some very old trees in many of our old neighborhoods throughout the City and we are very lucky to have that. I would like to ask City staff to take into account, as we draft a new agreement, the wonderful points the residents all over the City made on how we can do a better job in maintaining our tree canopy.

Councilor McDowell said in the area that I serve I see trees that have been butchered. I had a staff person visit those sites with safety concerns. There is a tree with branches on Forest Drive that can become hazardous and trees in the Lyon Street Community that were cut where limbs are hanging over the street and it looks dangerous.

Mr. Royce Shannon, Manager of Electric Operations said I can't speak to those particular trees but we will certainly be happy to meet with City staff to address any tree issues. If there is something that we can do to help ameliorate any safety issue, we'll take that into consideration and see what we can do to help.

Mayor Benjamin said I think everyone understands the importance of having an efficient and safe system. A reliable system is paramount. Is so important to ensure a beautiful, robust, and safe environment that allows us to cool these famously hot streets in the summer and maintain the integrity of our neighborhoods. Let us hear as much as we can from the public and the private side. We can definitely put information on our website and social media channels so that people are aware. Let us make sure we also have some serious synchronicity in the dialogue with our forestry and beautification staff to make sure that we are doing everything we can to avoid the situations that can be avoided when they can.

CONSENT AGENDA ITEMS 6 THROUGH 13

Upon a single motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Consent Agenda **Items 6** through **13**.

6. Council is asked to approve a Service Agreement v for the Administration of a Self-Insured Workers' Compensation Program, as requested by the Legal Department. Award to Planned Administrators, Inc. in the amount of $238,636.00. This firm is located in Columbia, SC. – *Approved*

   Funding Source: Workers' Compensation (6098939-638300 & 6098939-645300).

7. Council is asked to approve an Agreement for the City of Columbia's Self-Insured Tort Liability Program, as requested by the Legal Department. Award to Planned Administrators, Inc., as a Third Party Administrator in the amount of $362,580. This firm is located in Columbia, SC. – *Approved*

   Funding Source: Claims - Automobile (6088938-645100), Claims - General Tort (6038932-645100), and Claims - Sewer (6068936-645100).

8. Council is asked to approve the Purchase of Automated Metering Infrastructure (AMI) Meters for New Water Accounts, as requested by Columbia Water. Award to Badger Meters, Inc., in the amount of $236,811.60. This vendor is located in Milwaukee, WI. – *Approved*

   Funding Source: Utilities Water Distribution & Maintenance - Meters, Parts, and Supplies (5516203-625600). The original budget amount is $246,271.00.

9. Council is asked to approve Security Camera Subscription Services, as requested by the Columbia Police Department. Award to Motorola Solutions, Inc., for an initial term of five (5) years with the option to extend for five (5) one-year periods in an amount not to exceed $2,442,385.00 for fiscal year 2021/2022. This vendor is located in Lexington, SC. We also request authorization for the City Manager to execute the final agreement in a form approved by the City Attorney's Office. – *Approved*

   Funding Source: Citywide Video Security Upgrade (4039999-CP106506). The original budgeted amount is $2,442,385.00.

10. Council is asked to Rescind the approval of a Contract for Project SS6786 (Item #6515); Sanitary Sewer Manhole Rehabilitation, as requested by Columbia Water. Council awarded this project to Vortex Services, LLC on April 20, 2021 in an amount not to exceed $2,105,725.00. The firm is located in Greenville, SC. – *Approved*

    Funding Source: Engineering - Water & Sewer Improvements (5529999-SS678620-658650). The original budget amount is $2,105,725.68.

11. Council is asked to approve a contract for Project SS6786; Sanitary Sewer Manhole Rehabilitation, as requested by Columbia Water. Award to Vortex Services, LLC in an amount not to exceed $2,105,725.00 and expiring on June 30, 2022. This firm is located in Greenville, SC. This contract was originally approved on April 20, 2021 to be awarded to Vortex Services, LLC in an amount not to exceed $2,105,725.00 for the initial period expiring on June 30, 2021. Item #6748 asks Council to rescind that contract. This contract also provides for up to three (3) annual renewals, each renewal at the City's discretion, at the same prices provided in the bid by Vortex Services, LLC. This contractor is located in Greenville, SC. – *Approved*

    Funding Source: Engineering - Water & Sewer Improvements (5529999-SS678620-658650). The original budget amount is $2,105,725.68.

    This is a Columbia Disadvantaged Business Enterprise program project with a 25% CDBE goal. The CDBE goal for this project was met at 25%. Vortex Services, LLC is the prime contractor and will provide manhole rehabilitation services at 58% ($1,221,320.50) of the total contract amount.

    The following subcontractors will provide additional services:

    Florence Ogburu Enterprises, LLC dba FNO Construction & Associates, a Minority Business Enterprise and a CDBE of Columbia, SC, will provide digging services at 25% ($526,431.25) of the total contract amount.

    CCF of Elizabethton, TN will provide digging services at 17% ($357,973.25) of the total contract amount.

12. Ordinance No.: 2021-047 Authorizing conveyance of approximately 1,542 SF (0.035 Acre) portion of City Property identified as Lexington County TMS#00700-05-033 for Traffic Circle Improvements at the intersection of Old Lexington Highway (SC Hwy. 83) and Murray Lindler Road (SC Hwy. 82); CF#250-*400 - First reading approval was given on June 1, 2021 – Approved on second reading.*

13. Ordinance No.: 2021-048 Authorizing an appropriation or the issuance by the City of a Tax Anticipation Note for the fiscal year 2021-2022 payments due under the Intergovernmental Agreement between the South Carolina Jobs-Economic Development Authority and the City of Columbia, South Carolina, under the RecoverSC Local Government Liquidity Program; and other matters relating thereto - *First reading approval was given on June 1, 2021 – Approved on second reading.*

DRAFT

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 15, 2021

ZONING / PLANNING ORDINANCE - SECOND READING

14. UNIFIED DEVELOPMENT ORDINANCE - Adoption of New City of Columbia Zoning Map

Ordinance No.: 2021-001 Adopting the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina - First reading approval was given on April 20, 2021 – Approved on second reading.

Council Districts: 1,2,3,4

Proposal: Repeal current City of Columbia Zoning Map and adopt new City of Columbia Zoning Map to take effect on August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to give second reading approval to Ordinance No.: 2021-001 Adopting the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina.

ORDINANCE - FIRST READING

15. Ordinance No.: 2021-051 Approving the use of certain funds of the City of Columbia, South Carolina, in order to Acquire, Construct, Equip and Develop Land and Improvements within the Bull Street Development to Provide One or more Parking Facilities and Pay Certain Costs Associated with the Development Thereof'; and Other Matters Related Thereto (Bull Street Parking Facility 2/Construction and Development – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to Ordinance No.: 2021-051 Approving the use of certain funds of the City of Columbia, South Carolina, in order to Acquire, Construct, Equip and Develop Land and Improvements within the Bull Street Development to Provide one or more Parking Facilities and Pay Certain Costs Associated with the Development Thereof'; and Other Matters Related Thereto (Bull Street Parking Facility 2/Construction and Development).

RESOLUTIONS

16. Resolution No.: R-2021-052 Authorizing the City Manager to execute a Parking Facility 2 Development Agreement between the City of Columbia and BullStreet Development, LLC – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2021-052 Authorizing the City Manager to execute a Parking Facility 2 Development Agreement between the City of Columbia and BullStreet Development, LLC.

17. Resolution No.: R-2021-060 Authorizing the acceptance of a Quit-Claim Deed from the South Carolina Department of Transportation for approximately 0.63 acre (Parcel A containing approximately 0.28 acre and Parcel B containing approximately 0.35 acre) near Hartford Street and SC Route 277 and Identified as Richland County TMS#14201-04-12 and TMS#14201-01-09; CIP Project #WM4039; CF#220-425 (Alternate access to the Horseshoe Water Pump Station Site) – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-060 Authorizing the acceptance of a Quit-Claim Deed from the South Carolina Department of Transportation for approximately 0.63 acre (Parcel A containing approximately 0.28 acre and Parcel B containing approximately 0.35 acre) near Hartford Street and SC Route 277 and Identified as Richland County TMS#14201-04-12 and TMS#14201-01-09; CIP Project #WM4039; CF#220-425 (Alternate access to the Horseshoe Water Pump Station Site).

18. Resolution No.: R-2021-063 Amending Resolution No.: R-2020-058 Certifying Building Sites as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1310 Lady Street, Richland County TMS #11401-03-01 (This is the old Keenan Building at Sumter Street and Lady Street.) – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2021-063 Amending Resolution No.: R-2020-058 Certifying Building Sites as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1310 Lady Street, Richland County TMS #11401-03-01 *(This is the old Keenan Building at Sumter Street and Lady Street).*

19. Resolution No.: R-2021-072 Authorizing Notice of 2021 Election for Mayor and Councilmembers from Districts 1, District 4 and one At-Large Seat – *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2021-072 Authorizing Notice of 2021 Election for Mayor and Councilmembers from Districts 1, District 4, and one At-Large Seat.

20. Resolution No.: R-2021-073 Launch and Implementation of CLIMB Guaranteed Income Pilot Project – *Approved*

Mayor Benjamin said this is a national effort as part of Mayor's for a Guaranteed Income that started with the Stockton Economic Empowerment Demonstration (SEED) Program. The program uses cities across the country and private sector money to show that when folks who are living below 80% AMI and sometimes below 60% AMI are given an income flow, they will use those resources very effectively. We are using a significant sum of money north of $600,000, which has all been given philanthropically; most of it from Jack Dorsey, the founder of Twitter. We have engaged the Central Carolina Community Foundation as the custodian of those resources. We are also working closely with the Midlands Fatherhood Initiative as an opportunity to work side-by-side with 100 fathers to see if we can help these men stabilize their lives and improve their relationships with their children. We have engaged a data-driven approach to include a debit card that reloads every single month. We will also be able to do some anonymized tracking of how those funds are used. This is a wonderful public private philanthropic partnership. Artificial intelligence, automation, and advanced machine learning has destabilized a number of families who live in the two bottom quintiles of American economic society. These are people who work hard, who sometimes work multiple jobs and still can't make ends meet. In a civilized society, our role is to make sure that people can live with dignity and we play a role in helping them improve family relationships.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-073 Launch and Implementation of CLIMB Guaranteed Income Pilot Project.

EVENT RESOLUTION

21. Resolution No.: R-2021-034 Authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser on Main Street on Saturday, September 18, 2021 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-034 Authorizing consumption of beer and wine beverages only at the Lifting as We Climb Fundraiser on Main Street on Saturday, September 18, 2021.

22. Resolution No.: R-2021-065 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Underground on Thursday, July 29, 2021 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-065 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for CMA Underground on Thursday, July 29, 2021.

APPOINTMENTS

23. Climate Protection Action Committee – *Deferred*

24. Columbia Tree and Appearance Commission – *Deferred*

PUBLIC HEARING

25. Reauthorization of the City Center Improvement District - Mr. Matt Kennell, President and CEO / City Center Partnership

Mr. Matt Kennell, President and CEO / City Center Partnership said we are moving along with the reauthorization for the continuation of the City Center Business Improvement District. On May 18, 2021, City Council approved the resolution of intent to renew or to continue the Business Improvement District. We ran advertisements for the public hearing on both May 27th and June 3rd in the *State Newspaper*. We are simply asking the public, the property owners downtown, and City Council to allow us to continue what we have been doing for about 20 years, to provide services and recruit and retain businesses to the downtown business improvement district area. We do have a 10-year plan, which is on our website. Today we are asking that we have a public hearing and receive public comments.

Council opened the public hearing at 4:39 p.m.

DRAFT

Mr. Tommy Lavender, via email said I would like to note my support of continuing the efforts of the CCP and what it does for downtown. While I am no longer a Main Street property owner I continue to work downtown in our Main Street office every day and observe the tireless efforts of the dedicated "Yellow Shirts." They are always busy but also always friendly. I urge extension of the BID.

Ms. Jennifer Harding, via email said I work in downtown Columbia and would like to express my support of continuing the efforts of the Center City Partnership. This program has certainly contributed to the success of our revitalized downtown area.

Mr. Jerry Whitley, via email said I am a resident of Columbia but do not currently work downtown. However, I've been a member of the Capital City Club since its inception over 30 years ago and have seen the vast improvement of Main Street's appearance. I have walked and jogged Main Street for the last several years and it's evident that Matt Kennel and his team are partially responsible for helping to turn an eyesore into a downtown vibrant city. The Yellow Shirt team members are friendly and efficient and I highly recommend City Council reauthorize the City Center District.

Mr. Jeremy Becraft, via web portal comment said I am the General Manager of the Mast General Store located at 1601 Main Street. I am speaking by proxy for Lisa Cooper and the Cooper Family, who are the founders of the company. Back in 2009/2010 when Mast General Store was looking at opening up its ninth store location, the Coopers were trying to narrow down the potential locations from the 190 communities that had reached out to the company wanting Mast to come to their towns. Through all of that, Mast decided on Columbia. One of the driving factors that had the company decide on Columbia as its next location was the fact that the downtown area was a Business Improvement District and that it was managed by such a well-run organization. The clean and safe program, focused on business development, and the potential growth of residential living made downtown Columbia an exciting place to open our doors. Over the past 10 years, we have seen Main Street transform from a place that people avoided to a place that is thriving with businesses, restaurants, and culture. This would not have happened without the leadership of Matt Kennell and his team at the CCP. Over the past 15 months, the country has faced one of the most challenging economic crisis in our Nation's history. As we began to rise out of that uncertainty it is even more important that the CCP's request to renew the BID for another 10 years is approved. The Mast General Store strongly supports the renewal of the BID for another 10 years.

DRAFT

Mr. Chad Elsey, via web portal comment said Cantina 76 on Main Street cannot emphasize enough how important Matt Kennell and his team at CCP have been to the success of our restaurant. The development of Main Street including the streetscaping, business recruitment, support, cleanliness, and security has led to an amazing new district in the heart of Columbia. The Yellow Shirts have been critical to the safety and security of Main Street. I am not sure we would be in business without their presence. We would certainly need to hire private security to protect our staff and customers. Cantina 76 fully supports the renewal of the BID for another 10 years.

Council closed the public hearing at 4:45 p.m.

Councilor Devine said I want to thank Matt and the CCP team. I am fully supportive of the reauthorization. The BID has really done tremendous work; not just on Main Street, but in Columbia. When people visit our town, the hospitality of the Yellow Shirts and the safety that they give is beyond measure. Matt and the Yellow Shirts are a lot of times our front line to noticing issues and being able to work with the requisite agencies to get help. There is a lot that the CCP is doing that people don't see on a regular basis, but I want to thank Matt for what you guys do and I think it's just probably one of the best things we have done for downtown.

Councilor Rickenmann said I met with Matt and his chairman of the board and other members about restructuring as part of moving forward to get more of the property owners involved to continue to grow. I hope the next 10 years are even better than the first 10 years.

CITY COUNCIL COMMITTEE REPORTS AND REFERRALS

No reports or referrals were made at this time.

PUBLIC INPUT

Mr. Hal Stevenson, Vista Guild Board Member said I was recruited by my colleagues in the Vista to come and speak briefly about our trees. We have had some issue with trees not being cut. We have some folks that feel like there are some places where there are trees that actually need to be trimmed because there are safety concerns. We have dealt with these issues before but now with Dominion in charge, we are hopeful that there will be better communication. I just want to make sure you guys know that we are going to get engaged more on this and want to see it through for safety reasons, aesthetics, and to be able to take advantage of the lights.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 15, 2021

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 4:53 p.m. for the discussion of **Items 26** through **28** as amended. Mr. Rickenmann was not present at this time.

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

    COVID-19

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

    John Richard Palyok, as conservator for Jeanne Palyok vs. City of Columbia

28. Discussion of matters relating to proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(2)

    Van Robotics

ADJOURNMENT

The meeting was adjourned at 5:56 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2021-078

Approving the honorary naming of the City Council Conference Room on the 3rd floor of City Hall the "Frank B. Washington Room"

BE IT RESOLVED this ___ day of _____, 2021 that the Mayor and City Council of the City of Columbia, South Carolina do hereby approve the naming of the City Council Conference Room on the 3rd floor of City Hall the "Frank B. Washington Room".

Requested by:

Mayor Benjamin

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/6/2021
21009609

We Are Columbia

Office of Budget & Program Management
1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: **Honorable Steve Benjamin, Mayor & Columbia City Council**
Teresa Wilson, City Manager

Cc: **Jeff Palen, CFO/Assistant City Manager**

FROM: **Missy Caughman, Budget & Program Management Director** MAC **DATE: July 16, 2021**

RE: **American Rescue Plan Update**

During your July 20th City Council meeting we will give an update and overview of the American Rescue Plan and the status of City of Columbia's allocation.

Topics to be covered include:

- Overview of American Rescue Plan (ARP)
- City of Columbia's ARP Update
  - Proposed Goals
  - Proposed Process for ARP
  - Proposed Priorities for Use of APR Funds
  - Proposed Use & Examples of potential projects
- Next Steps

We look forward to discussing this historic opportunity with you and are prepared to answer questions you may have regarding this significant program.

PRESENTATION OVERVIEW

- Overview of American Rescue Plan (ARP)
- City of Columbia's ARP Update
  - Proposed Goals
  - Proposed Process
  - Proposed Priorities
  - Proposed Use & Examples of potential projects
- Next Steps

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

THIS AGREEMENT entered into this 1st day of July, 2021 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Fast Forward (FF) (hereinafter called FF").

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 service of FF and FF 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 this contract.

A. Populations

1. Veterans
2. Seniors
3. Youth
4. Adult Special Needs
5. Adults

B. Services

1. Classes and Online Classes
   a. General Computer
   b. Keyboarding
   c. Job skills

2. Employment related services for residents of the City of Columbia who, as defined by the US Department of Housing and Urban Development and meet Low to Moderate income requirements "Low" (S50%) of the Area Median Income (AMI) "Moderate" (S80%) AMI and those presumed to be LMI-to include Abused Children, Elderly Persons, Battered Spouses, Homeless Persons, Severely Disabled Adults, Illiterate Adults, Persons Living with AIDS, and Migrant Farm Workers)
   a. Computer based skills training
   b. Development of resumes, electronic portfolios

c. Job preparation services

3. Youth
   a. Technology classes
   b. WIN Accounts to prepare for assessments (WorkKeys or WIN)
   c. WIN Strategic Compass
   d. Development of out of school time programs for youth
4. Adult Special Needs
   a. Provide programs for adults with special needs
5. Assist Community Development as needed with outreach to address concerns of the most vulnerable residents of the City of Columbia.
6. Upon request develop outreach materials for Community Development including but not limited to surveys.
   a. Reporting - FF will provide COC with the following quarterly reports showing numbers of students, classes, development of programs for each group.

C. Web-based Service

1. Fast Forward will provide services to the residents of Columbia through their www.columbiasharenet.org website, and in person when it is safe to reopen. This website will include resources for residents of Columbia for youth, adults, seniors, wellness, information about Columbia and its neighborhoods. The site will be updated at least three times a week to add new information. And can be updated daily if there is a need.

D. Agreement

It is understood that circumstances arising during the project may require the activities described above to be replaced with other activities of an equivalent value. Such changes will be based on the mutual understanding of both parties, which may be recorded as an addendum to this statement of work or as a letter from one party to the other. The term of this Statement of Work is July 1, 2021– June 30, 2022; reviewed annually for changes by April 30. This Statement can be renewed. Dee Albritton, Executive Director of Fast Forward will be the contact for the City of Columbia.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed the (Initial) maximum sum of $100,000.00 per year. Payments will be made in four installments, $25,000 on July 1, 2021, $25,000 on October 1, 2021, January 1, 2022 and $25,000 on April 1, 2022.

Terms

The client will:

1. Participate as requested in activities. This includes calling meetings and providing information requested by FF.

ii. Provide a fee of $100,000.00 per year to FF. Additional fees may be accrued if negotiated by the parties. Subsequent year's payments will be negotiated annually based on any changes in the Statement of Work. Payments will be made quarterly, beginning July 1, 2021 and running through June 30, 2022.

Either party may terminate this arrangement with 30 days' written notice. If it is terminated, FF will present COC with a statement of account showing all fees paid to that time and itemizing work performed. If work performed exceeds fees paid to date, COC will pay FF for such work at a mutually agreed upon adjusted price.

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 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 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 its sub-professionals, as it 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.

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 FOR CONVENIENCE OF THE PARTIES

The Parties may terminate this Contract at any time by giving written notice to the other 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.

11. 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 averse 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.

12. 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, sexual orientation or national origin. The Contractor 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, 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 will incorporate requirements in all subcontracts for program work.

13. 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.

14. COMPLIANCE WITH LOCAL LAWS

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

15. 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.

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 Contractor 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 (Type or Print Name of Professional)

_____

_____

FAST FORWARD

BY: _____

Dedria D. Albritton

ITS: Executive Director

Federal ID. No.: 54-2158648

APPROVED AS TO FORM

Legal Department City of Columbia, SC

5/6/2021

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP018-20-21-KDD Lead-Based Paint and Asbestos Testing/Air Monitoring

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and ABS Environmental, Inc., (hereinafter referred to as the "Contractor,"), to provide Lead-Based Paint Inspections, Risk Assessments, Clearance Testing, Asbestos Testing, and Air Monitoring for the City of Columbia, SC).

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

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

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia*, for an initial term of One (1) year, with the option to renew or continue with work for three (3) additional one-year period(s) at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed Six Hundred Twenty-Two Thousand, Five Hundred dollars and zero/100 ($622,500.00).

   B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice 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 Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and

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

C. Invoicing Procedure:

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

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

1. The Contractor 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 Contractor has received payment from the City.

2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Contractor 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 Contractor for Construction or his/her designee.

4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the 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 Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor 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, Contractor debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants, Subcontractors, and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE

and WBE firms (whether as a prime Contractor or Subcontractor) is dependent upon the business community partnering with the City in this important endeavor.

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor, shall in the performance of the 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	N/A	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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

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

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

8. INDEMNIFICATION & INSURANCE

A. The Contractor shall procure and shall maintain during the life of this 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 Contractor 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 Contractor shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker Compensation Insurance. The Contractor shall not permit any person who is not protected

by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 ($1,000,000.00) per 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 Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subconsultant of the Contractor commencing any services under this 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 Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its 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 Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Agreement. The Contractor shall be responsible for any costs relating to same.

B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this 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 Contractors Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the

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

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

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

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

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

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

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Contractor 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 Contractor 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 Contractor 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 Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that

stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

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

ABS Environmental, Inc.
Name: Lee Capell
Title: President
Address: 1416 Chapin Road
Chapin, SC 29036
Phone: (803) 345-3833
Fax: N/A
Email: lcapell@absenv.com

16. **CONSENT DECREE - Non-Applicable**

A. The services performed by the Contractor 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 Contractor by the City and is incorporated by reference herein. The Contractor 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 Contractor 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 Contractor's possession or control that relate in any manner to the Contractor's performance under this Agreement ("Preserved Documents"). Upon the Contractor's performance of all services required under this Agreement, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor 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 Contractor shall provide notice to the City's Director of Utilities and Engineering person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor 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 Contractor's rationale for attributing such delay to a force majeure event. The Contractor shall include with any

notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor 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 Contractor 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 Contractor's failure to perform pursuant to the Agreement.

E. The Contractor shall perform the services pursuant to this Agreement using sound Contracting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

B. The Contractor shall be responsible for performance of all services required by this Agreement. The Contractor does not act as the City's agent or employee.

C. The Contractor will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

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

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

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

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

I. This Agreement is subject to City Council approval.

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

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

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

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

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

K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's

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

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

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.

18. **TERMS AND CONDITIONS** - Federal Funding Conditions: The Contractor must comply with the conditions of federal funding as follows:

1. ANTI-KICKBACK ACT OF 1986: Prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government. The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the sub-Contractor with such regulations, and shall be responsible for the submission of affidavits required of sub-Contractor thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

2. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 2 CFR 200: which revises the following, 24 CFR 570.502, 570.610 Contractor shall comply with the requirements and standards of OMB Circular A¬122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits

shall be conducted annually. Contractor shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HMGP provisions.

4. AMERICANS WITH DISABILITIES ACT: Contractor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Contractor and the activities to be performed by Contractor under the scope of this Agreement. If employing more than fifteen (15) employees, Contractor agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A) -(L), Contractor agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Contractor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: The Contractor will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Contractor will report each violation to the City, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each subcontract exceeding Twenty-Five Thousand Dollars ($25,000.00) financed in whole or in part with federal assistance provided by FEMA.

6. 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 Scope of

Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, the Conflict of Interest Statement, Non-collusion Affidavit, 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.

7. The Contractor acknowledges that Federal Emergency Management Agency (FEMA) and Hazardous Mitigation Grant Program (HMGP) financial assistance will be used to fund the Agreement only. Successful Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, HMGP policies, procedures, and directives.

8. AMENDMENTS: The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable by the City's governing body. The City may in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, polices and available funding amounts, or for other reasons. If such amendments result in a change on 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 and signed by both parties.

9. The City will maintain oversight to ensure the Contractor performs in accordance with all terms, conditions and specifications. The Contractor will be responsible for performance of all services required by the Agreement.

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:
Witness	**Teresa Wilson, City Manager**	

ABS ENVIRONMENTAL, INC.

LEE CAPELL / PRESIDENT		**Date:** 29 JUN 21
Print: Name/Title	**Signature**	

(Corporate Seal)

Attest

Lena Glende	**Date:** 6-29-21
Signature	

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APPROVED AS TO FORM

Legal Department City of Columbia, SC

6/22/21

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultant/Subcontractor

Exhibit E – Conditions of Federal Funding and Federal Labor Standards

EXHIBIT A - SCOPE OF WORK

A. Licenses and Certifications.

All Offerors shall possess a valid and current State of South Carolina Business License. Any Offerors/Respondents who do not possess a valid State of South Carolina Business License at the time submissions are due will be found non-responsive.

All Offerors shall possess a valid and current City of Columbia Business License at the time of the solicitation due date. Any Offerors/Respondents who do not possess a valid City of Columbia Business License at the time submissions are due will be found non-responsive.

B. Project Specific Licenses and Certifications – All Offerors must be EPA Certified to complete the services as noted with the Scope of Work.

C. Lead-Based Paint Inspection Services

The EPA Certified-eligible, Lead-Based Paint Inspections Provider (hereinafter referred to as "contractor"), will be responsible for conducting lead-based paint inspections in conjunction with the City of Columbia's (hereinafter referred to as "City") Residential Rehabilitation Programs.

The City is committed to providing decent, safe and sanitary housing for very-low, low- and moderate-income residents. One opportunity for this is to rehabilitate existing housing stock and ensure that it is made available to income-qualifying residents. Since a significant portion of the existing housing stock in Columbia was constructed prior to 1978, the city is required to have most of the homes in our programs tested for the presence of lead-based paint hazards. Any noted hazards must be corrected on each home.

The Contractor shall conduct site visits before and after lead-based paint hazard control activities, as directed by the City, in order to ensure compliance with all applicable federal, state, and local laws. The Contractor shall review the scope of work as provided by the City, prior to conducting a combination limited Lead-Based Paint Inspection / Risk Assessment on each property assigned by the City. At the direction of the City of Columbia, the Contractor shall conduct a Lead-Based Paint Clearance Examination. The Contractor shall conduct all testing, including Soil Testing, and complete all reports following protocol as required by the "rules".

D. Lead-Based Paint Risk Assessment

Contractor shall conduct a combination limited Lead-Based Paint Inspection with Risk Assessment in accordance with the "rules" and any applicable federal, state, or local government law, regulation, standard, or rule. Contractor shall submit to the Owner an accurate and comprehensive lead-based paint risk assessment report based on "documented methodologies" that clearly and specifically detail the location, type, and severity of identified lead-based paint hazards along with any other potential lead hazards located at the property for which this contract is written. This report shall be in compliance with the "rules" and shall contain but not be limited to the following items:

Part I: Identifying Information

- Address of building covered by report to include apartment number (if applicable)
- Date building was constructed
- Name of Risk Assessor along with description of certificate or license (Risk Assessor to attach a copy of certificate or license)
- Name, address, and telephone number of the property owner
- Date of report, date of inspection, and time samples were taken

- Name, address and telephone number of the certified firm employing each inspector and/or risk assessor, if applicable.
- Name, address, and telephone number of each recognized laboratory conducting analysis of collected samples.
- Each testing method and device and/or sampling procedure employed for paint analysis, including quality control data and, if used, the serial number of x-ray fluorescence (XRF) device.
- The results of the inspection expressed in terms appropriate to the sampling method used.

Part II: Completed Management, Maintenance, Environmental Results Forms and Analysis

- List of location, type, and severity of identified lead hazards.
- Maintenance/paint condition information.
- Building condition/ results of visual inspection
- Deteriorated paint sampling results.
- Dust sampling results.
- Soil sampling result.
- Any background information on building

Part III: Lead Hazard Control Plan

- Acceptable interim control options and estimated costs.
- Acceptable abatement options and estimated costs.
- Reevaluation schedule for each option (if applicable)
- Interim control/ abatement to be implemented on this property
- Method of resident notification of results of risk assessment
- Risk Assessor's signature and date
- Scope of service statement listing any limitation or exclusion to this contract and also listing the reason for the limitation or exclusion.
- Support documentation or appendices to include laboratory results, sketch of the property illustrating room equivalents and the location of testing/sampling, and all data from the use of XRF equipment (raw data, calibration check form, PCS etc…).

E. Lead-Based Paint Clearance Examination

Contractor shall conduct a Lead-Based Paint Clearance Examination in accordance with "rules" and any applicable federal, state, or local government law, regulation, standard, or rule. Contractor shall submit to the Owner an accurate and comprehensive lead-based paint clearance examination report that is in compliance with the above-mentioned "rules". The report shall provide documentation of the hazard reduction or maintenance activity as well as the clearance examination. All reports shall contain information as required at 24 CFR Part 35.1340 based on the extent of the lead-based paint hazard activity.

F. Asbestos Compliance

Contractor must abide by the following regulatory requirements governing projects with asbestos:

- South Carolina Regulation 61-86.1
- Standards of Performance for Asbestos Projects
- Occupational Safety and Health Administration (OSHA) Asbestos Standard, 1926.1101
- National Emissions Standards for Hazardous Air Pollutants (NESHAPs) – Asbestos.

Asbestos Services Require Compliance with:

- 29 CFR 1926.59 -- OSHA Hazard Communication Requirements
- 29 CFR 1926.1101 -- OSHA Asbestos Standard

- SC Regulation 61-86.1 Standards for Performance for Asbestos Projects

Contractor must abide by the following regulatory requirements governing projects with asbestos:

- South Carolina Regulation 61-86.1 Standards of Performance for Asbestos Projects, Occupational Safety and Health Administration (OSHA) Asbestos Standard, 1926.1101,
- National Emissions Standards for Hazardous Air Pollutants (NESHAPs) – Asbestos

G. Lead-Based Paint/Asbestos Services Require Compliance with:

- Title 24 of the Code of Federal Regulations under Part 35 (24 CFR 35)
- Title X - 42 U.S.C. 4852 (d)-Joint IDJD/EPA Regulations governing Lead- based Paint Hazard Reduction
- 40 CFR 745-Environmental Protection Agency (EPA) Lead-based Paint Abatement Notification Requirements
- 29 CFR 1926.59 -- OSHA Hazard Communication Requirements
- 29 CFR 1926.1101 -- OSHA Asbestos Standard
- SC Regulation 61-86.1 Standards for Performance for Asbestos Projects

H. Ownership of Material

All rights, titles to and ownership of all data, material and documentation resulting from this project and/or prepared for the City pursuant to this contract shall remain exclusively with the City. The successful Offeror shall be paid for all service as will be specified in the contract. Any documents provided to the consultant by the City, whether in hard copy or electronic form, shall remain the property of the City and shall be returned to the City at such time as they are no longer necessary.

EXHIBIT B – SCHEDULE FOR COMPLETION OF SERVICES

The schedule of services will be on an applicant by applicant basis and determined by the City's Subreceipient for CDBG-DR Program Management, The St. Bernard Project, Inc. (SBP).

Appointments for testing/monitoring will be scheduled and coordinated with the applicant by SBP and arranged with ABS Environmental, Inc.

SBP will be onsite while ABS Environmental will be performing the services.

EXHIBIT C – COMPENSATION

The total fee for professional services under this AGREEMENT shall conform to the following schedule:

Lead-Based Paint Services & Fees

Lead-based Paint Risk Assessment Fee/XRF testing/Inspection Fees
(Includes Report Preparation, does not include Laboratory Fees)

Single Family Home	$500.00	per building
Detached single car garage	$120.00	per structure

Clearance Inspection Fees (Includes Report Preparation, does not include Laboratory Fees)

Single Family Home	$400.00	per building

Laboratory Fees

Dust Wipe Samples	$10.00	per sample
Soil Samples	$10.00	per sample

Asbestos Services & Fees

Asbestos material testing (Includes Report Preparation, does not include Laboratory Fees)

Single Family Home Rehab (1-3 Rooms)	$375.00	per building
Single Family Home Rehab (4-6 Rooms)	$475.00	per building
Single Family Home Rehab (> 6 Rooms/Demo)	$575.00	per building
Detached single car garage	$120.00	per building

Asbestos Air Monitoring – Maximum eight-hour shift (Includes Report Preparation)

Single Family Home	$450.00	per building

Laboratory Fees

Asbestos PLM Sample Analysis	$9.00	per sample
Asbestos TEM Sample Analysis (NOB)	$46.00	per sample

Miscellaneous FEES [list any additional cost here]

Asbestos TEM Air Sample Analysis	$55.00	per sample

EXHIBIT D - BUSINESS INFORMATION RECORD FOR SUBCONSULTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # (REQUIRED)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
EMSL Analytical, Inc. DUNS 090924739		Lab Analysis	Unknown - Dependent upon quantity of samples	Estimate all lab services %	N/A	N/A
Eurofins / CEI DUNS 199002593		Lab Analysis	Unknown - Dependent upon quantity of samples	at about 15% %	N/A	N/A
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ 93,375.00* *Estimated - lab fees actual total based on quantity of samples required
TOTAL CONTRACT AMOUNT: $ 622,500.00

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

Business Name: - ABS Environmental, Inc.

Representative Name/Title: Lee Capell, President

Date: May 28, 2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

EMSL Analytical
Company Name

706 Gralin Street
Physical Address

Same
Mailing Address

Kernersville, NC 27284-3455
City/State Zip Code + 4

(336) 992-1025
Phone number

(336) 992-4175
Fax number

Steve Bennett
Primary Contact Name

Nicole Shutts
Secondary Contact Name

sbennett@emsl.com
Primary Contact Email Address

nshutts@emsl.com
Secondary Contact Email Address

22-2357101
Federal ID #

Vendor #

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

Eurofins / CEI
Company Name

730 SE Maynard Road
Physical Address

Same
Mailing Address

Cary, NC 27511
City/State Zip Code + 4

(919) 481-1413
Phone number

(919) 481-1442
Fax number

Tianbao Bai
Primary Contact Name

Danielle Carrier
Secondary Contact Name

tianbao.bai@eurofinset.com
Primary Contact Email Address

danielle.carrier@eurofinset.com
Secondary Contact Email Address

56-1868823

Community Development Block Grant
Disaster Recovery Program

Conditions of Federal Funding and Federal Labor Standards Provisions for Contracts

The contractor acknowledges that federal financial assistance will be used to fund the Contract. Contractor will comply will all applicable federal law, regulations, executive orders, and agency policies, procedures, and directives.

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

***Compliance with Federal Regulations*: The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from HUD.**

1. **RELIGIOUS ACTIVITIES 24 CFR 570.200 (j)**
   As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

2. **POLITICAL ACTIVITIES 24 CFR 570.207**
   CONTRACTOR will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

   a) HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

      CONTRACTOR further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

3. **OTHER PROGRAM REQUIREMENTS 24 CFR**
   CONTRACTOR shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that CONTRACTOR will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

4. **GENERAL-24 CFR 570.600**
   CONTRACTOR agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

5. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601 FAIR HOUSING ACT-24 CFR 570.601 EXECUTIVE ORDER 11063--24 CFR 570.601**
   This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating CONTRACTOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

6. SECTION 109 OF THE ACT--24 CFR 570.602 AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c) SECTION 504 OF THE REHABILITATION ACT OF 1973--24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

7. SECTION 3

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Contractor, the Subcontractor and any of the Subcontractor's Subcontractors. Failure to fulfill these requirements shall subject the Contractor, the Subcontractor and any of the Subcontractor's Subcontractor, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this contract is an activity assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the activity area and contracts for work in connection with the activity be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the activity is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction activity are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded activity is located; where feasible, priority should be given to low- and very low-income persons within the service area of the activity or neighborhood in which the activity is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction activity are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded activity is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the activity is located, and to low- and very low-income participants in other HUD programs.

8. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 570.603

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. Contractor will comply with the following conditions:

a) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

c) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

d) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier sub-contractor with the clauses set forth in paragraphs (A) through (D) of this section.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 3701-3708)

When applicable all contracts awarded by the City in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by the Department of Labor Regulations (29 CFR Part 5) Under 40 USC 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40.

10. ENVIRONMENTAL STANDARDS 24 CFR 570.604

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58. No funds related to the project or activity can be obligated or expended until an Environmental Clearance Authorization is completed and the contract is executed. Any expenditures for a program that takes place before the execution of a contract and the completion of the Environmental Clearance cannot be reimbursed. The City is responsible for providing the Contractor the HUD required Environmental Clearance Authorization.

11. NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 570.605

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

12. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 570.606

CONTRACTOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

13. EMPLOYMENT AND CONTRACTING OPPORTUNITIES 24 CFR 570.607

CONTRACTOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

14. LEAD-BASED PAINT 24 CFR 570.608

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead- based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead- based paint hazards.

15. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR CONTRACTORS 24 CFR 570.609

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

Execution of the Contract is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor shall comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000; sub-part C during the duration of the project and throughout the period that may arise from this project. The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions throughout the duration of this contract.

The Contractor shall notify the City, if your firm or sub-contractor(s) becomes suspended or debarred during the course of this project. This Contract may be terminated in accordance with the Termination for Cause provisions contained elsewhere in the contract.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL FUNDS – 2 CFR PART 200

CONTRACTOR shall comply with the requirements and standards of this Super Circular.

17. CONFLICT OF INTEREST 24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of CONTRACTOR who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

18. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non- profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

19. DRUG-FREE WORKPLACE

As a Contractor of CDBG funds, and in connection with public services offered, the CONTRACTOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that CONTRACTOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

20. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits CONTRACTOR from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21. AMERICANS WITH DISABILITIES ACT

CONTRACTOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as ADA) as applicable to the CONTRACTOR and the activities to be performed by CONTRACTOR under the scope of this Agreement. If employing more than fifteen (15) employees, CONTRACTOR agrees to comply fully with Title I of the ADA as set forth at 28 CFR Part 130. If providing public accommodations as defined by the Act in Section 301(7)(A) -(L), CONTRACTOR agrees to comply fully with Title III of the ADA as set forth at 28 CFR Part 36. If providing public transportation, CONTRACTOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

22. ACCESS TO RECORDS

The Contractor shall make available for examination by the City all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement. In addition, the following access to records requirements apply to the contract:

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Contract/Agreement.

23. CONFIDENTIALITY

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under the Agreement 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.

24. INTEREST OF CONTRACTOR

The Contractor covenants for himself and on behalf of his employees 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 the Agreement or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Agreement no person having such interest shall be employed.

The Contractor is expected to make its services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its

discretion, waive this provision. The 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 the Agreement.

25. PROGRAM FRAUD AND FALSE OR FRAUDELEND STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The *False Claims Act* (*FCA*), 31 U.S.C. §§ 3729

Under Liability for Certain Acts, in general any person who:

a) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;

b) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;

c) conspires to commit a violation of subparagraph a), b), c), d), e), f), or g);

d) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;

e) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;

f) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or

g) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government, is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104–410 [1]), plus 3 times the amount of damages which the Government sustains because of the act of that person.

26. CLAIMS AND DISPUTES 2 CFR 200.318(k)

This contract is subject to Contract Disputes.

- All disputes arising under or relating to this contract shall be resolved under this clause.
- Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this provision.

All claims must comply with the submission and certification requirements of this provision, if it is disputed either as to liability or amount must be acted upon in a reasonable time.

A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 (six) months after accrual of the claim to the Contracting Officer for a written decision.

A claim by the City against the Contractor shall be subject to a written decision by the Contracting Officer.

The Contractor shall provide the certification specified below when submitting any claim.

a) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

b) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am authorized to certify the claim on behalf of the Contractor."

c) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

For Contractor claims, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request.

The Contracting Officer's decision shall be final unless the Contractor appeals.

If the claim by the Contractor is submitted to the Contracting Officer or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

The City shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, interest shall be paid from the date a proper certification is provided. Simple interest on claims shall be paid at the rate. Which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the State during the pendency of the claim.

The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

27. DISPUTES

This contract is subject to 41 U.S.C. chapters 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the Claims and Disputes Clause. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

28. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin.

Such action shall include, but not be limited to 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

a) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

b) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

c) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

d) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

e) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor.

g) The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-

contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

29. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Contractor will report each violation to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each sub-contract exceeding twenty-five thousand dollars ($25,000.00) financed in whole or in part with federal assistance provided by FEMA.

30. USE OF RECOVERED MATERIALS

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conversation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired.

31. OVERSIGHT 2CFR 200.318(b)

The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b) (General Procurement Standards) and 44 C.F.R. §13.36 (Procurement).

32. SYSTEM FOR AWARD MANAGEMENT (SAM)

Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete.

Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

33. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

CITY OF COLUMBIA

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

CONDITIONS OF FEDERAL FUNDING FOR CONTRACTS

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(to be submitted with each bid or offer exceeding $100,000)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Amano McGann, Inc.,
NowCare Premium

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under Sec. 2-204.7 Procurement of Information Technology exception.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Amano McGann, Inc., (hereinafter referred to as the "Consultant"), to provide NowCare Premium support services for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the 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.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial

term of one (1) year, with the option to renew or continue with work for three (3) additional one-year period at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. One Hundred Twenty-Four Thousand, Forty-Five Dollars and No/100 ($124,045.00).

   B. The Consultant shall submit invoices no more frequently than monthly for services. 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 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)

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

7. INDEMNIFICATION & INSURANCE

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

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

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

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.

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. However, the City, in its normal operation of the facilities, will practice due care on a daily basis to mitigate any liabilities and remedy such liabilities that are within their means to do so, or report any liabilities to Consultant in a timely manner so Consultant can dispatch a Technician to remedy any liabilities relating to and covered under the Agreement.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the

services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

8. PERMITS & LICENSES

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

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

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

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

9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the 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.

10. **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.

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

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

    B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the 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.

12. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

13. **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.

14. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

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

Amano McGann, Inc.,
Name: Mike Briggs
Title: General Manager
Address: 9013 Perimeter Woods Drive
Charlotte, NC 28216
Phone: (855) 262-3015
Email: Mike.Briggs@AmanoMcGann.com

15. **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.

O. This agreement is intended to complement and be consistent with the Amano McGann, Inc. NowCare Premium Support Agreement, attached hereto as an Exhibit. In the event provisions appear to be inconsistent, the City's terms will prevail.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

Amano McGann, Inc.

Mike Briggs/GM	_____	**Date:** 5-6-2021
Print Name/Title	**Signature**	

APPROVED AS TO FORM

Legal Department City of Columbia, SC

5/3/2021

List of Exhibits

Exhibit – Compensation

Exhibit - Invoicing Procedures

Exhibit - Prime Business Information Statement

Exhibit - NowCare Premium Support Agreement

Extended Warranty with Hosting

Exhibit - Compensation

	Original Pricing		Updated Pricing		Updated Pricing v2 *Paid Quarterly*		*Paid Annually*	
	Annual	Quarterly	Annual	Quarterly	Annual	Quarterly	Annual	2% Discount
NowCare	$ 74,413.40	$ 18,603.35	$ 62,665.00	$ 15,666.25	$ 62,665.00	$ 15,666.25	$ 62,665.00	$ 61,411.70
Hosting								
Production Servers	$ 47,880.00	$ 11,970.00	$ 43,890.00	$ 10,972.50	$ 43,890.00	$ 10,972.50	$ 43,890.00	$ 43,012.20
Test Bed Servers	$ 10,800.00	$ 2,700.00	$ 9,900.00	$ 2,475.00	$ 9,900.00	$ 2,475.00	$ 9,900.00	$ 9,702.00
Event Servers	$ 8,280.00	$ 2,070.00	$ 7,590.00	$ 1,897.50	$ 7,590.00	$ 1,897.50	$ 7,590.00	$ 7,438.20
Quarterly PEN Testing	$ 5,040.00	$ 1,260.00	$ 4,620.00	$ 1,155.00	$ -	$ -	$ -	$ -
Hosting Total	$ 72,000.00	$ 18,000.00	$ 66,000.00	$ 16,500.00	$ 61,380.00	$ 15,345.00	$ 61,380.00	$ 60,152.40
NowCare/Hosting Total	$ 146,413.40	$ 36,603.35	$ 128,665.00	$ 32,166.25	$ 124,045.00	$ 31,011.25	$ 124,045.00	$ 121,564.10

Exhibit - Invoicing Procedure

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 - 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 Project Manager 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 City's Project Manager.

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

APPENDIX – BUSINESS INFORMATION STATEMENT

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

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

_____

_____

Local Office Address,
if applicable: _____

_____

_____

Phone No.: _____ Fax No.: _____

Email address: _____

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

DUNS Number: _____

Select One: ___ Corporation ___ Sole Proprietor ___ Partnership

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

*Are there any current or pending litigations involving this business/business owner/subcontractors or other members on the proposed team? Yes___ or No___

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

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

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

Name/Title: _____

Phone Number: _____

List all Subcontractors submitted for consideration/approval if PRIME is awarded the contract. Please include their business name, address and Tax Identification No(s). Use additional sheet, if necessary.

_____

_____

_____

_____

Form Completed by: _____ _____

Authorized Signature Date

NowCare Premium

Amano McGann, Inc.
NowCare Premium Support Agreement

This NOWCARE PREMIUM SUPPORT AGREEMENT is made and entered into this 1st day of July, 2021 by and between Amano McGann Inc. (herein referred to as "AMI") and City of Columbia, SC herein referred to as "Customer"), covering all software, for host computer components listed on Exhibit A – Software Application List and Host Computer Components (herein referred to as "The Software and Equipment"), for Revenue/Lane Equipment listed on Exhibit B, Equipment List for the properties located at City of Columbia, Parking Services, Columbia, SC 29201.

AMI will provide the NowCare Premium Support Services listed below for the time period from July 1, 2021 through June 30, 2022 for the total sum of $124,045.00 . Customer will be invoiced for monthly installments of $10, 337.08 each month during the contract period. Customer will also have the option to pay the full annual contract in advance, by the 1st day of the contract year, and receive a two percent (2%) discount, resulting in a total annual contract amount of $121,564.10, after discount.

Payment for contracted services will be due and payable prior to AMI providing any contracted service. Default provisions are outlined in section 13, RENEWAL AND CANCELLATION, of the agreement's terms and conditions.

Customer requests that all invoices for services covered under this agreement be generated and mailed to the following address:

City of Columbia Support Services Division
1924 Calhoun Street, Columbia, SC 29201
ATTN: Shannon Greene, Parking Facilities Supervisor
Michaël.Greene@columbiasc.gov | Cell: 803-542-1920

Main Contact Email: COCiParcNotify@columbiasc.gov
Main Contact Phone: Office: 803-545-3180; Fax: 803-733-8523

Services Included:

This Agreement covers support of The Software via telephone or email, during AMI's regular business hours, 8:00AM to 5:00PM local time, Monday through Friday excluding Federal Holidays (see Section 10, EMERGENCY WORK CHARGES & DISCOUNT) and weather or emergency related closings; plus up to 12 rate changes (one per month) per year; and repair of malfunctions of the Equipment, including all parts, labor, travel/mileage and per diem costs if needed, for Host Hardware Components and Revenue/Lane Equipment during AMI's regular business hours, 8:00AM to 5:00PM, Monday through Friday excluding Federal Holidays and weather or emergency related closings and subject to the following

Terms and Conditions:

1. PRIORITY RESPONSE – Customer calls and emails for service will receive top priority response, and will be scheduled ahead of non-premium program requests for service work.

2. UPDATES/UPGRADES – Customer will receive all commercially released software updates and upgrades applicable to their current software version at no additional cost.

3. TECHNICAL SUPPORT – Technical experts will provide assistance to Customers with operational questions, troubleshooting and general how-to questions.

4. EQUIPMENT INSPECTION – On a monthly or quarterly, basis, the Revenue/Lane Equipment will be inspected and cleaned for proper operation and worn parts will be replaced in the course of AMI's regular service work.

5. UNAUTHORIZED REPAIRS – AMI is not responsible for any repair work performed by non-AMI personnel without the express written consent of AMI. Any work required to correct unauthorized repairs will be invoiced at AMI's applicable labor rates.

6. GUARANTEED RESPONSE TIME –Through this NowCare Premium Agreement, Customer's support calls/emails and requests will be prioritized ahead of other calls/emails to ensure timely, guaranteed response, within two (2) hours of submission. Non-emergency support calls/emails, received after 3pm Eastern time *may* be returned the next business morning by 10am. Emergency support calls/requests which constitute (1) clear and immediate danger to the health, welfare, or safety of individuals; or (2) a critical issue impacting a key business process where a workaround is not available, and is likely to result in significant loss of services or revenue for parking operations, will receive same day response, within one (1) hour, regardless of submission day/time. If the support call is not returned within the guaranteed response time Customer will receive a $75.00 credit for future support services. Failure to contact Customer due to unavailability at the main contact phone number and email provided above is not considered non-responsive. AMI does not guarantee a resolution to the call within the guaranteed time but rather a response to the request.

7. PRIORITY HOST COMPUTER HARDWARE REPAIR – Host computer hardware devices (CPUs and data storage devices) will be repaired and will receive priority service. During the term of coverage, AMI will schedule one replacement of all previously installed host computer CPUs and data storage devices after three consecutive years of coverage. Agreement must remain in place for the full three-year term. Computer hardware covered is listed on Exhibit A – Computer Hardware.

8. EXCHANGE PARTS – Certain component parts, including, but not limited to, circuit boards and control units, will be serviced on an exchange basis to minimize equipment downtime. Exchanged parts will be warranted and supported under the terms of the Customer's premium NowCare agreement

9. PARTS DISCOUNT – Customer will receive a 10% discount on any non-covered service parts or supplies for the Equipment installed at the Service Address.

10. EMERGENCY WORK CHARGES & DISCOUNT – If Customer requests non-emergency service work to be performed outside of AMI's regular business hours, or request work on the Equipment that is not covered under this Agreement, labor and travel charges will be invoiced at a 25% discount from AMI's then applicable rate. For all emergency overtime calls, double time calls, or calls placed on holidays, there are minimum hourly labor charges of two (2) hours for after hours and Saturday calls and four (4) hours for Sunday and Holiday calls. Labor is invoiced portal to portal and mileage charges do not apply. Holiday's will be recognized referencing the Federal Holidays Calendar (https://www.federalpay.org/holidays). For the purposes of this agreement, Holiday labor rates will be invoiced as double time less any applicable discounts, all other after-hours labor will be invoiced at time and a half less applicable discount.

11. SOFTWARE EXCLUSIONS – AMI offers a variety of fee-based professional services that are not covered under this Agreement including, but not limited to:
    - Data recovery or data fixing
    - Custom Report formatting
    - System administration
    - System auditing
    - Other product/system compatibility analysis
    - Custom software engineering estimates
    - Reprogramming of software, in excess of the 12 reprogramming services included per year, due to rate or time changes, power outages, data loss or corruption.

12. HARDWARE/EQUIPMENT EXCLUSIONS
    - Detector Loops (due to environmental and structural conditions beyond our control)
    - Consumable supplies including, but not limited to, gate arms and related hardware, ribbons, paper tapes, tickets, batteries, shear pins and installation and/or delivery of same
    - Malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges or power failure, improper installation of ribbons or paper tapes or the use of non-manufacturer approved supplies
    - Programming of equipment and computers, in excess of the 12 reprogramming services included per year, due to rate changes, power outages, time and date changes, or data loss or corruption

13. RENEWAL AND CANCELLATION – Agreement will renew on an annual basis at the conclusion of the initial term, subject to adjustments in fees and coverage, and will remain in force until cancelled. AMI will notify Customer at least 60 days in advance of the impending renewal. If Customer does not notify AMI of their intent to cancel the agreement, AMI will generate and mail an invoice for renewal services to Customer 30 days prior to renewal date, and AMI will be paid in full for the first month of renewal, prior to the renewal start date of the support agreement. Agreement may be cancelled by either party on written notice to the other party at least 31 days prior to the expiration of the current agreement. No monies will be refunded to Customer in the event of cancellation.

14. AGE/EXCESSIVE USE – If, after careful evaluation, AMI determines, any piece of Equipment that has been in operation for over 8 years will no longer perform satisfactorily due to condition, age, or excessive use, AMI will submit a cost estimate to overhaul or replace the unit. This work will be charged in addition to the cost of this Agreement, based on labor and material costs at time of service.

15. DEFAULT – If Customer does not pay for the services outlined in this agreement or any other charges due hereunder, AMI reserves the right to discontinue services, or provide services on a pre-paid per call basis. Payment must be made prior to AMI scheduling any required services.

16. RESPONSIBILITY TO NOTIFY - In the event the property covered by this agreement will be changing hands, regardless if Customer is a property owner or operator and regardless of the circumstances, it is Customer's responsibility to notify AMI of the impending change of hands at least 30 days prior to Customer vacating the property.

17. NON SOLICITATION – Customer agrees not to directly or indirectly, initiate or be engaged in any solicitation for employment of any employee of AMI for a period of two years after the termination of the Agreement.

18. CONSEQUENTIAL DAMAGES – The sole obligation of AMI under this agreement is to make necessary repair of the equipment and to provide support for the software. AMI shall not be responsible for incidental or consequential injury, damages or loss of revenue resulting from the equipment repair and/or software support provided under this agreement.

19. INSOLVENCY/BANKRUPTCY – In the event Customer is found to be insolvent through an involuntary bankruptcy proceeding or initiates an action for protection through the Bankruptcy Court, this agreement will be null and void immediately. AMI will have no further obligations under this agreement, and the Customer will need to negotiate a new agreement for contract services beyond the date of filing for protection.

20. GOVERNING LAW/VENUE – This agreement will be governed by and construed in accordance with the laws of the State of South Carolina. Customer agrees to be subject to personal jurisdiction in all courts and venues in South Carolina and waives any jurisdictional or inconvenient forum objections to such.

21. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between AMI and Customer concerning the NowCare Premium Support Agreement and may not be altered, modified, amended, or changed, in whole or in part, except by a written document executed by both parties.

By signing this agreement, the parties acknowledge they have read and understand the agreement as written and have the authority to bind their respective company to this agreement by their signature below.

Agreed to and Accepted by:	Agreed to and Accepted by:
Customer	Amano McGann, Inc.
By	By Mike Briggs
Title	Title G.M.
Date	Date 5-6-2021

AMANO McGANN
Roseville, MN 55113
Tel: (612) 331-2020
www.amanomcgann.com

Corporate Headquarters
2699 Patton Road

AMANO McGANN

NowCare

SERVICE CONTRACT

CRITICAL UPDATES AND UNLIMITED SOFTWARE SUPPORT

or

TOTAL COVERAGE

Responsive

With expedited response times, NowCare keeps your operations up and running

Connected

Take advantage of expert telephone support and receive automatic software upgrades and updates for the current software version

Strategic

Lock in your annual service costs up front and manage your budget with fixed service costs

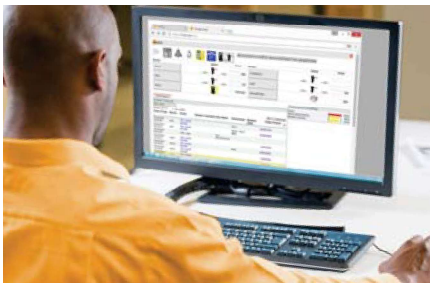
Comprehensive

Benefit from our training programs and learn how to fully utilize features and functionality to streamline your operation

Proactive

Periodic, scheduled on-site checkups identify issues before they become problems

Whether you need basic software technical support or want complete, end-to-end service, protect your investment with NowCare. Participation in NowCare comes with the peace-of-mind in knowing you will be working with a team of professional service and support engineers who are dedicated to helping you maximize your parking system.



AMANO McGANN

NowCare

Select the NowCare service program that best meets the needs of your parking operation.

FEATURES	NowCare BASIC	NowCare PREMIUM
Software Upgrades & Updates*	✔	✔
Online and Telephone Technical Support	**3 hour Response Time**	**2 hour Response Time**
Priority Status	**Software Only**	**Complete Facility**
Notification Services	✔	✔
Replacement of Host PC Every 3 Years		✔
Online Webinars		✔
Discount on all Training Services		✔
All Replacement Parts and Labor		✔
Periodically Scheduled On-Site Preventive Maintenance		✔
10% Discount on Consumables		✔
25% Discount on After Hours Labor		✔

* Software upgrades & updates are provided for the current version of installed software

Amano McGann, Inc. ⁞ 2699 Patton Road ⁞ Roseville, MN 55113 USA ⁞ Tel: (612) 331-2020 ⁞ www.amanomcgann.com
Amano McGann Canada Inc. ⁞ 4123 Belgreen Dr Unit 1 ⁞ Ottawa, ON K1G 3N2 Canada ⁞ 1-877-408-6776
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AMANO McGANN

NowCare™ *Premium*

TOTAL FACILITY CARE FOR YOUR ENTIRE OPERATION

Free Software System Maintenance
- Includes all software upgrades and updates
- Keeps your system running at optimal performance

Timely Answers to Mission Critical Software Questions
- Unlimited software telephone support

Fixed Software System Costs
- Predictable expense for simplified budgeting

Complete Coverage for Your Entire Operation
- Includes Parts and Labor cost for repair of system hardware
- Simplify budgeting and planning
- Replacement of host computers every three years

Business Alerts with Real-Time Monitoring (Web access required)
- Set-up and configuration of Business Alerts
- Instant email notification of system alarms and issues
- Automated reporting
- Expert monitoring to identify potential problems and recommend solutions

Priority Status
- Placed ahead of non-program calls
- Guaranteed 2-hour maximum response time

Discounted Prices
- 25% discount on after hours labor
- 10% discount on consumables

Training and e-Learning
- Free access to our complete online training program
- Unlimited local training of management staff
- Get the most out of our software

Regularly Scheduled On-Site Preventive Maintenance
- Identify issues before they become a problem
- Improve equipment longevity
- Reduce unexpected system failures

NowCare Premium takes care of all of your service needs with faster response times, rapid equipment or component replacement, additional discounts and online training programs.

NowCare Premium provides parts and labor for the repair of your lane devices and is designed to minimize downtime of your operation. We will not only set up and configure Business Alerts, but also monitor all system alarms. This means we can help identify potential issues before they disrupt your facility and we can recommend the best solutions to keep your operation running smoothly.

TRAINING

We also provide unlimited local training for the management of the covered facility. Train at our office or online – whichever is most convenient for you. Our ongoing training program ensures you will be kept up-to-date with the latest features of your system and allows you to take full advantage of all the benefits that iParcProfessional has to offer.

Premium

AMANO McGANN
PARKING SOLUTIONS

Q-17797.1

Smartnet Renewal
SC Cisco 4400014171-4400016104 Networking
OP-17391
Date: 6/25/2021

City of Columbia
Chris Maron
(803) 737-4210
cwmaron@columbiasc.net

NWN
Tom Collins
(704) 496-6933
tcollins@nwnit.com
2520 Whitehall Park Drive, Suite 250
Charlotte, NC 28273

BILL TO

City of Columbia
PO BOX 147
Columbia, SC
29217

SHIP TO

City of Columbia
1136 WASHINGTON ST STE R Suite 202/204
COLUMBIA, SC
29201-3215

One-Time					
#	PART	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	Smartnet One Year Maintenance Renewal	SMARTnet ONE Year Renewal - NWN Q211801318 Coterm to 7/31/2022 (except for EOS items)	1	$53,853.20	$53,853.20
2.	Smartnet One Year Maintenance Renewal	SMARTnet ONE Year Renewal - Takeover Q291799345 Coterm to 7/31/2022	1	$47,658.88	$47,658.88
				Total:	$101,512.08

***The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order*

Subscription Term (Months):
Billing Terms:
Annual Subscription Charge:

Quote Sub-Total: $101,512.08
Tax Rate:
Estimated Tax:
Estimated Shipping:

Signature: _____ *Print Name:* _____

Date: _____

Statement of Confidentiality

This quote has been developed by NWN and is NWN's proprietary trade secret and business confidential information. This quote may not be released to another vendor, business partner or contractor without prior written consent from NWN.

Additional Information

Quote expires 7/31/2021.

APPROVED AS TO FORM
Legal Department City of Columbia, SC
7/7/2021

PROCUREMENT SERVICES

State Fiscal Accountability Authority

Contract 4400016104

Back to Initial Screen

Validity Start 05/11/2017 **Validity End** 10/10/2021
Target Value $ 1,600,000.00
Bid Invitation 5400012227
Contract Notes

Vendor 7000132767

Vendor Address NWN CORPORATION
1320 MAIN ST-SUITE 300
COLUMBIA SC 29201
District LEXINGTON **E-mail** contractssc@nwnit.com
Telephone (843) 696-5153 **Fax Number**
Minority Status Not Applicable
Home Page http://www.nwnit.com/ **Other URL**

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
COLLINS, TOM	Primary Contact	(843) 696-5153	tcollins@nwnit.com
COLLINS, TOM	Emergency Contact	(843) 696-5153	tcollins@nwnit.com
CONTRACTS, SC	CONTRACTS ALIAS	(781) 472-3400	contractssc@nwnit.com
LUDWIG, SHANNON	DISTRICT MANAGER	(919) 795-5957	sludwig@nwnit.com
NIEMAN, MATHEW	PROPOSAL MANAGER	(916) 826-8687	mniemann@nwnit.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
CISCO Award 5-11-17.rtf	05/11/2017 02:25:39 PM

Contract Items

3 Items found, displaying all Items.

Item Pricing

00001 Cisco Network Hardware Products

Material Group: 20664 - network components: adapter cards, bridges, connectors, expansion modules/ports, hubs, line drivers, msaus, routers, transceivers,

Agency: Statewide

00002 Cisco Maintenance/Support

Material Group: 93900 - equipment maintenance and repair services for computers, office, photographic, and radio/television equipment

Agency: Statewide

00003 Cisco Security Services

Material Group: 93900 - equipment maintenance and repair services for computers, office, photographic, and radio/television equipment

Agency: Statewide

Back to Initial Screen

State of South Carolina

Fixed Price Bid

Solicitation:	5400011767
Date Issued:	8/16/2016
Procurement Officer:	PATRICIA BODE
Phone:	803-737-3224
E-Mail Address:	pbode@mmo.sc.gov
Mailing Address:	SFAA, Div. of Procurement Services, ITMO 1201 Main Street, Suite 600 Columbia SC 29201

DESCRIPTION: **FPB: Cisco Network and Firewall Products**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: http://www.procurement.sc.gov

SUBMIT OFFER BY (Opening Date/Time): **9/23/2016 11:00:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **8/30/2016 11:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **1** On-line only

CONFERENCE TYPE: **Not Applicable** DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Not Applicable**

AWARD & AMENDMENTS	Award will be posted on **9/30/2016** . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) _____ Area Code - Number - Extension Facsimile _____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] PREFERENCES DO NOT APPLY.

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

PREFERENCES DO NOT APPLY.

____In-State Office Address same as Home Office Address ____In-State Office Address same as Notice Address **(check only one)**

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I. SCOPE OF SOLICITATION

The Information Technology Management Office (ITMO) is soliciting bids for a State Term Contract for Cisco network and firewall equipment and services as listed herein and in accordance with all requirements stated herein.

Offeror must possess a Gold or Premier Cisco Certification to qualify for award.

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 10/11/2016End date: 10/10/2021. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this

certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
http://www.scstatehouse.gov/code/statmast.php

The South Carolina Regulations are available at:
http://www.scstatehouse.gov/coderegs/statmast.php

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. 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. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror

concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
http://www.scemd.org/planandprepare/disasters/severe-winter-weather
[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."
(b) Steps for On-Line Bidding
1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."
3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.
Only offers with a status of "submitted" have been received by the State.
Offers with a status of "saved" have not been received.
4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.
[02-2B105-2]

PRICE AS DISCOUNT (JAN 2006)

Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described. [02-2B115-1]

PROTEST - CPO - ITMO ADDRESS (JUN 2006)

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. [02-2B120-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item.

III. SCOPE OF WORK/SPECIFICATIONS

With this solicitation, South Carolina's Information Technology Management Office seeks to establish a State Term Contract with qualified Cisco resellers in order to facilitate the acquisition by Using Governmental units (UGUs) for specific Network and Firewall software, hardware, support, and services. It is the State's intent to seek Cisco resellers who meet or exceed the discount off of the manufacturers list price specified below. Offerors must provide expert technical advice, employ expert installation technicians, and provide excellent repair and warranty performance to be selected for award.

Cloud products are excluded from this agreement.

ERATE - UNIVERSAL SERVICE FUND DISCOUNT

Products being procured under this solicitation may be eligible for Universal Service Fund Discounts. Bidders desiring to participate in the Universal Service Discounts programs must comply with all applicable Federal Communications Commission and South Carolina Public Service Commission rules that apply to these programs. Bidders should indicate their willingness to participate in these programs by returning the signed Attachment A, or responding to the question on the on-line solicitation.

Beginning in 2015, E-rate applicants must deduct the value of ineligible components bundled with eligible services unless those ineligible components qualify as "ancillary" to the eligible services under FCC rules. This process is called "cost allocation". Offeror must separate and illustrate the cost allocation for each component and service in a bundled offering provided to E-rate eligible State entities enabling each entity to properly apply for E-rate coverage of allowable services.

Products

Cisco products from the following list are approved to be sold under the terms of this contract:

- Data Center Application Service
- Networking Software
- Firewall Hardware and Software
- Network Optimization and Acceleration
- Optical Networking
- Routers
- Switches
- Storage Networking
- Wireless
- Unified Communications
- Maintenance Services (i.e., Cisco SMARTnet)

Any products listed in the Cisco catalog specific to Voice over Internet Protocol (VoIP) shall not be available to State agencies.

Price

The State has established the minimum discount off of the manufacturer's list price for this contract. The State will post the most current pricing on the SFAA Procurement Services web page for each contract. Offeror must meet or exceed the following discount structure to be considered for contract award:

Cisco Hardware	37%
Software Maintenance/Support	10%
Security Services (Subscription Services - does not include cloud services)	10%

Prices under this contract are "not to exceed" prices. State agencies are not authorized to pay more than the contracted price. Contractors may offer and agencies may accept prices below those listed on the contract at any time. Contractor must honor

the minimum discount percentage from Manufacturer Suggested List Price offered in response to this solicitation for the duration of the contract. The current product price list for Cisco may be found at this URL: https://procurement.sc.gov/webfiles/ITSUB/ciscopricelist.xlsb

Contractors may offer special promotions during the term of this contract that may be time limited.

Restocking Fee

If a product(s) is returned to the contractor within ninety (90) workdays after Acceptance, no restocking fee will be charged. If products are returned to the contractor after ninety (90) workdays of Acceptance, then a restocking fee of up to but not exceeding ten percent (10%) of the unit cost may be charged.

Repair/Warranty

All Cisco hardware and software products are covered by a warranty for a minimum of ninety (90) days. To find the warranty for a specific product, reference the website: http://www.cisco-servicefinder.com/warrantyfinder.aspx

Support

Offeror must be able to provide full time sales and repair/warranty staff and twenty-four (24) hour Help Desk Services and provide a toll free 1-800 telephone number for this Help Desk Service. Offeror must provide response within two (2) hours of initial phone request for technical assistance. Offeror must be capable of on-site response anywhere within the State of South Carolina within 4 business hours. Offeror must have at least one (1) certified technician on staff for the duration of the contract, with a minimum of CCNA certification.

Offeror must be able to supply Cisco Smart Net Total Care and other support options. Response time and other options vary based on the Service Level Agreement selected. Pricing for service options is available at: https://procurement.sc.gov/webfiles/ITSUB/ciscopricelist.xlsb. For detail of all available Cisco support plans, visit: http://www.cisco.com/c/en/us/services/support/smart-net-total-care.html

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE -- 30 DAYS ARO (JAN 2006)

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

INSTALLATION (JAN 2006):

Contractor shall install all items acquired pursuant to this contract as follows: Installation of equipment/supplies will be limited only to purchases off of this contract. Installation shall mean unpacked, assembled, set in place, tested, and certified by the contractor's representative as operational and ready for use.

OPERATIONAL MANUALS (JAN 2006)

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

TECHNICAL SUPPORT -- INCLUDED (JAN 2006)

Upon request, contractor shall provide technical assistance or service. Such service shall be available within 4 HOURS following request for on-site service or 2 HOURS if telephone service only is requested.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

[ ] Traditional minority
[ ] Traditional minority, but female
[ ] Women (Caucasian females)
[ ] Hispanic minorities
[ ] DOT referral (Traditional minority)
[ ] DOT referral (Caucasian female)
[ ] Temporary certification
[ ] SBA 8 (a) certification referral
[ ] Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
http://osmba.sc.gov/directory.html
[04-4015-3]

OFFSHORE CONTRACTING (JAN 2006)

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

(a) What type of work is being contracted offshore? _____

(b) What percentage (%) of the total work is being contracted offshore? _____

(c) What percentage (%) of the total value of the contract is being contracted offshore?
_____

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.
[04-4020-1]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on www.procurement.sc.gov , link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER. Throughout the term of the contract, the bidder must maintain the criteria stated below or the contract may be terminated.

In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

1. Bidders must be an Authorized distributor/reseller of Cisco Products and services and must include the authorization with their response to this solicitation. The Letter of Authorization must reference this solicitation number: 5400011767 and certify that the bidder meets one (1) of the following criteria:
   - The bidder must have a Cisco Gold or Premier Certification, **or**
   - The bidder must be a Cisco Authorized Technology Provider (ATP), **or**
   - The bidder must have a Solution Integrator Agreement with Cisco in place.
2. Each Bidder must provide a Letter of Line of Credit from the Manufacturer and/or a reputable third party financing corporation which clearly states the Bidder has a minimum Line of Credit of at least Five-hundred thousand dollars ($500,000).
3. Complete and return the E-Rate Universal Service Fund Discount Spin number form (Attachment A)

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]
[05-5010-2]

QUALIFICATIONS -- REQUIRED INFORMATION

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. Include company name, point of contact/individual's name, individual's title and phone number/email address for each reference provided. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every

South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- FIXED PRICE BIDDING (JAN 2006)

Award will be made to all responsive and responsible Offerors. [06-6023-1]

BIDS RECEIVED AFTER AWARD -- FIXED PRICE BIDDING

Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation.

New offers will be reviewed on the annual anniversary of the initial contract award. Subsequent awards will be made within 30 days of review. No awards will be issued after the third annual review of offers, for the final year of the contract.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office

receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.
[07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

ADMINISTRATIVE SERVICES FEE – COLLECTION AND REPORTING (JUN 2015)

(a) Procurement Services (PS) issues and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. A using governmental unit, by participating in this contract, owes (PS) an administrative services fee ("fee"). Participating using governmental units shall pay the fee to contractor as a part of the contract price. The amount of the fee shall be calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE – CALCULATION." Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. The fee to be collected by the contractor constitutes a debt by the contractor to PS. The price stated in any offeror's bid or proposal shall include all amounts necessary for contractor to meet this obligation. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee. (b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than $10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at: Procurement Services Division Attn: Reports Manager 1201 Main Street, Suite 600 Columbia, SC 29201 Phone: (803) 737-0600 (ask to speak to the Reports Manager) Failure to receive the information packet does not relieve contractor from its obligations hereunder. (c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. [3090-1]

ADMINISTRATIVE SERVICES FEE – CALCULATION –ITMO (JUN 2015)

For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract. [3095-1

Contractor is responsible for reporting and payment of Administrative fees.

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;
(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.
[07-7B075-1]

DISPOSAL OF PACKAGING (JAN 2006)

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STATEWIDE TERM CONTRACT (DEC 2015)

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.
(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.
(c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms.
(d) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide term contract; or (4) terminate the contractor's award of any other statewide term contract.
[07-7B225-3]

STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CAUSE

In addition to termination conditions included elsewhere in this solicitation, these other conditions may result in contract termination:

1. Contract holder has not accounted for at least ten percent (10%) of the total sales related to this solicitation

2. Contractor has failed to file the required Administrative reporting, pay Administrative Fees or has falsified reporting information.

3. There has been a change in the relationship between the Cisco and Contractor that would adversely affect the performance of the manufacturer and/or contract holder responsibilities and performance, such as cancellation the Contractor’s letter of authorization, termination of Line of Credit, etc.

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.
[07-7B265-1]

WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

To be submitted in the SCEIS on-line system:

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	N/A	N/A		
Product Catg.: 20664 - Network Components: Bridges Hubs Routers etc.				
Item Description: Cisco Network Hardware Products – enter a discount of 37% or more.				
Internal Item Number: 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	N/A	N/A		
Product Catg.: 93900 - EQUIP MAINT COMPUTER				
Item Description: Cisco Maintenance/Support – enter a discount of 10% or more.				
Internal Item Number: 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	N/A	N/A		
Product Catg.: 93900 - EQUIP MAINT COMPUTER				
Item Description: Security Services (Subscription) – enter a discount of 10% or more.				
Internal Item Number: 2				

IX. ATTACHMENTS TO SOLICITATION

Tax Notice
Acceptance of Orders 10% Below State Term Contract Price
Attachment A – E-Rate Participation

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: **https://dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf**

[09-9005-3]

Purchase Order Attachment
Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds $500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR (full legal name of business entering this contract)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

---------- PURCHASE ORDER ATTACHMENT (NOV 2012) ----------

[09-9020-1]

ATTACHMENT A - ERATE - UNIVERSAL SERVICE FUND DISCOUNT

Products being procured under this solicitation may be eligible for Universal Service Fund Discounts. Bidders desiring to participate in the Universal Service Discounts programs must comply with all applicable Federal Communications Commission and South Carolina Public Service Commission rules that apply to these programs. Vendors should indicate their willingness to participate in these programs by providing their SPIN number and signing below:

_____	_____	_____
Signature	Date	SPIN Number

MYTHICS™

ORACLE Platinum Partner

Region 4/National IPA R190801

4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Reed Allen
Phone: (757).663.4929
Fax: (757) 412-1060
Email: rallen@mythics.com

DUNS #: 013358002
Fed Tax ID #: 54-1987871
CAGE Code: 1TA34
NAICS: 511210

Company Name: City of Columbia
Contact: Mark Johnson
Email: mdjohnson@columbiasc.net
Phone Number: (803) 737-4224
Project: FY22 Support

Quote Number: SR 2702187 FY22
Prepared On: May 3, 2021
Valid Through: July 31, 2021

Please include this reference on a valid PO:	This PO incorporates the terms of Mythics quote number SR 2702187 FY22 including the Region 4/National IPA R190801 by reference

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description	Start Date	End Date	Serial Number	Quantity	Support Type	Extended Price
				Installed At:				
1	3383348	Oracle Internet Developer Suite - Named User Perpetual	8/1/2021	7/31/2022		5	Software Update License & Support	**$ 5,150.37**
2	3383348	Oracle Tuning Pack - Named User Perpetual	8/1/2021	7/31/2022		35	Software Update License & Support	**$ 144.20**
3	3383348	Pure Name & Address (North America) - Processor Perpetual	8/1/2021	7/31/2022		1	Software Update License & Support	**$ 4,120.30**
4	3383348	Oracle Tuning Pack - Processor Perpetual	8/1/2021	7/31/2022		8	Software Update License & Support	**$ 1,648.13**
5	3383348	Oracle Diagnostics Pack - Named User Perpetual	8/1/2021	7/31/2022		35	Software Update License & Support	**$ 144.20**
6	3383348	Oracle Diagnostics Pack - Processor Perpetual	8/1/2021	7/31/2022		8	Software Update License & Support	**$ 1,648.13**
7	3383348	Oracle Programmer - Named User Perpetual	8/1/2021	7/31/2022		10	Software Update License & Support	**$ 2,060.14**
8	3383348	Oracle Database Enterprise Edition - Named User Perpetual	8/1/2021	7/31/2022		35	Software Update License & Support	**$ 5,768.38**
9	3383348	Oracle Database Enterprise Edition - Processor Perpetual	8/1/2021	7/31/2022		8	Software Update License & Support	**$ 65,924.43**
10	3383348	Diagnostics Pack for Oracle Middleware - Processor Perpetual	8/1/2021	7/31/2022		2	Software Update License & Support	**$ 2,884.54**
11	3383348	Configuration Management Pack for Oracle Middleware - Processor Perpetual	8/1/2021	7/31/2022		2	Software Update License & Support	**$ 1,442.23**
12	3383348	Diagnostics Pack for Oracle Middleware - Named User Plus Perpetual	8/1/2021	7/31/2022		10	Software Update License & Support	**$ 288.45**
13	3383348	Configuration Management Pack for Oracle Middleware - Named User Plus Perpetual	8/1/2021	7/31/2022		10	Software Update License & Support	**$ 144.20**
14	15934380	Oracle Real Application Clusters - Processor Perpetual	8/1/2021	7/31/2022		8	Software Update License & Support	**$ 36,297.54**
15	15934380	Oracle WebLogic Suite - Processor Perpetual	8/1/2021	7/31/2022		3	Software Update License & Support	**$ 22,102.15**
16	15934380	Oracle WebLogic Server Standard Edition - Named User Plus Perpetual	8/1/2021	7/31/2022		10	Software Update License & Support	**$ 185.36**
17	15934380	Oracle WebLogic Server Standard Edition - Processor Perpetual	8/1/2021	7/31/2022		2	Software Update License & Support	**$ 1,853.98**
18	18721751	Oracle WebCenter Content - Processor Perpetual	8/1/2021	7/31/2022		1	Software Update License & Support	**$ 21,388.48**
							SULS SUBTOTAL	**$ 173,195.21**

RECOMMENDED ON-DEMAND SERVICES:
Ask me about our On-Demand Services

	SUPPORT TOTAL	**$ 173,195.21**
	TOTAL (if also purchasing optional On-Demand services)	**N/A**

This quotation contains data that shall not be disclosed outside of City of Columbia and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose without the express written consent of Mythics, Inc. unless otherwise required by law

This quotation is an estimate and is an invitation for you to offer to purchase support services from Mythics subject to the terms and conditions herein.
Your order is subject to Mythics' acceptance.

- You agree that Mythics has the right to cancel your support due to non-payment.
- By confirming, referencing or placing an order based on this quote, you are agreeing that the support being purchased is for electronic delivery only and there is no transfer of tangible property. Media is available for download at no additional cost at http://edelivery.oracle.com/
- Support services are provided under Oracle's then current technical support policies located at https://www.oracle.com/support/policies.html and the valid end user agreement set forth in the contract referenced at the top of this quote
- Applicable State taxes will be added unless an exemption is provided.
- Orders are non-cancellable.
- Payment terms are Quarterly in Arrears
- Option year pricing is subject to change based on Oracle pricing adjustments/surcharges.

Do you have any new projects you're working on that may require Oracle licensing? We can help!

RIGHTS IN DATA: Oracle programs, including the operating system, integrated software, any programs installed on hardware and/or documentation, delivered in accordance with the terms and conditions of the contract are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to the End User Agreement, and then, to the extent applicable. the additional rights set forth in FAR 52.227-19,Commercial Computer Software (DEC 2007) wherein for the purposes of the contract "Government" shall mean the ordering activity. Issuance of an order off this quote signifies buyer agreement that no additional FAR clauses pertaining to Rights in Data apply.

WARRANTY: The warranty for the products you are purchasing is outlined in the End User Agreement that is referenced on this quote.
Additional warranties are not accepted and considered to be null and void.

SECURITY/PRIVACY: No Oracle Authorized Reseller can agree to accept security or privacy clauses without the express written approval of Oracle; most public sector (State or Locality) specific clauses pertaining to security or privacy do not apply to Commercial Off The Shelf (COTS) or commercial items. End users will not transmit PII or PHI to Contractor or Oracle during the performance/delivery or use of the line items quoted herein. Customer Ordering Activity would need to execute a BAA directly with Oracle in the event PHI is transmitted or accessed. A valid PO will not contain public sector, State or Locality specific clauses pertaining to security and privacy or will otherwise state on the PO those clauses do not apply.

This is not an exhaustive list, and additional terms may be identified for removal or non-application

Oracle Products and Services

Region 4 ESC - TX

Contract Number: R190801

Initial award from January 1, 2020 through December 31, 2021 with the option to renew for three (3) additional one (1) year periods through December 31, 2024.

Executive Summary

- Executive Summary
- Pricing
- AZ Compliance Questionnaire

Master Agreement Documents

- Official Signed Contract
- Award Documents

Response Evaluation

- Supplier Response to RFP
- Evaluation Summary

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- RFP Addendum 3
- RFP Addendum 4
- RFP Addendum 5
- RFP Questions & Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

City of Columbia Information Technology Approved Quote

Approval :	06/21/2021
Expiration :	07/30/2021
Vendor :	SHI
Quote # :	20638824
Description :	Microsoft Enterprise Agreement Year 2 of 3
Approver :	Eric Goodwill - Systems Administrator
Object Code :	
Comments :	Line Item 1 - 1011120-632170 Line Items 2 through 19 - 1011120-638200

Important Notes

Shipping:	All deliveries are to be sent to the IT Helpdesk. Use location # L0053 in IFAS.
Credit Card:	Use of a Credit Card for technology purchases is not allowed unless otherwise approved by a member of the IT department.
Computers:	New computers are subject to Microsoft Licensing Fees. Please refer to the Budget Guide for details. Replacement computers assume the license of the old computer. The City asset tag of the old computer must be noted in the PO notes.
Contacting Vendors:	Departments are not allowed to contact vendors for quotes. Please contact the IT Helpdesk to request a quote by emailing Helpdesk@columbiasc.net

Pricing Proposal
Quotation #: 20638824
Created On: 6/21/2021
Valid Until: 7/30/2021

City of Columbia

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

Inside Account Manager

Eric Sulitzer
290 Davidson Ave.
Somerset, NJ 08873
Phone: 800-715-3197
Fax: 732-868-6055
Email: Eric_Sulitzer@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: LK3-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	10	$42.24	$422.40
2	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	1	$0.00	$0.00
3	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12417 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	2550	$15.43	$39,346.50
4	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	1	$712.53	$712.53
5	Intune Device GCC Shared All Lng Subs VL MVL Per Device Microsoft - Part#: NMH-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	6	$18.67	$112.02
6	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Microsoft Reseller	2550	$183.78	$468,639.00

	Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022			
7	PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	7	$190.01	$1,330.07
8	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	12	$276.17	$3,314.04
9	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	10	$89.43	$894.30
10	SQLCAL ALNG SA MVL DvcCAL Microsoft - Part#: 359-00792 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	15	$33.58	$503.70
11	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	18	$2,209.66	$39,773.88
12	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	1	$144.96	$144.96
13	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	20	$576.58	$11,531.60
14	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	6	$99.10	$594.60
15	VSProSubMSDN ALNG SA MVL Microsoft - Part#: 77D-00111	2	$302.21	$604.42

	Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022			
16	WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	1677	$41.77	$70,048.29
17	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	90	$21.29	$1,916.10
18	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	68	$124.49	$8,465.32
19	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Reseller Contract #: 4400017751 Serial #: 89349570 Coverage Term: 8/1/2021 – 7/31/2022	152	$18.02	$2,739.04
			Total	$651,092.77

Additional Comments

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

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

Microsoft Software Solicitation Number 5400014130 **Contract Period**: 12/27/2017 – 12/26/2024 Contract Terms & Conditions	**Procurement Manager** Kristen Hutto (803) 737-7685 khutto@mmo.sc.gov Last Updated: 06/22/2020

SHI International Corporation
Contract Number 4400017751
Vendor Number 7000178284

CLICK HERE for Product Catalog

The State has reviewed the product catalog to ensure all products and services included align with the in-scope parameters and exclusions provided in the solicitation. However, inadvertent inclusion of an out-of-scope product or service on any published product catalog should not be considered an alteration of the contract's scope. If a mistake is discovered, UGUs should notify the assigned OSP Procurement Manager immediately.

Licensing Agreement	Minimum Discount Off MSRP
Enterprise	18.1%
Select Plus	18.9%
Select Plus for Academic	20.0%
EES	13.0%

Notes:

- The integration of any product acquired under this contract with phone systems is not allowed.
- Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) offerings are not available under this contract, even if the offering is an extension of an in-scope product.

To request a quote, contact the SHI Southeast Sales Team at SouthEastTeam@SHI.com.

Enterprise & Select Plus Licensing

SHI Account Executive
Name JP Witt
Email john_witt@shi.com
Phone 1 (704) 451-5278

Microsoft Account Executive
Name Angela Leon
Email angela.leon@microsoft.com
Phone 1 (803) 407-6262

Select Plus for Academic & EES Licensing

SHI Account Representative
Name David Burak
Email david_burak@shi.com
Phone 1 (704) 400-3023

Microsoft Representative
Name Jim Bacik
Email jim.bacik@microsoft.com
Phone 1 (678) 629-5858

PROGRAM AGREEMENTS

These program agreements do not contain applicable terms and conditions for the use of Azure, Intune, Dynamics CRM, or any Online Services offerings not hosted in Microsoft's Government Cloud or Education Cloud.

- Enterprise Agreement
  - Enterprise-wide commitment to at least one enterprise product/component and/or enterprise online service required
  - 3 year enrollment term commitments
  - Software Assurance included
  - Pricing Level D

- Select Plus Agreement No. 8662131, effective July 1, 2013
  - Authorized Users to make "a la carte" purchases of licenses with no minimum purchase commitment
  - Software Assurance optional
  - Pricing Level D

- Select Plus for Academic Agreement No. S7423652, effective August 30, 2013
  - For Qualified K-12 and Higher Education Institutions
  - Governs licensing of perpetual software
  - Pricing Level A

- EES / Campus and School Agreement No. 01C36088, effective January 16, 2013
  - For Qualified K-12 and Higher Education Institutions
  - Also known as "Enrollment for Education Solutions" (or EES)
  - Governs licensing of non-perpetual software i.e. subscription based software and online services

	State of South Carolina Request for Proposal	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400014130 9/15/2017 SARAH HANCOCK 803-896-0022 shancock@mmo.sc.gov SFAA, Div. of Procurement Services, ITMO 1201 Main Street, Suite 601 Columbia SC 29201

DESCRIPTION: **Microsoft Reseller Contract**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: https://procurement.sc.gov/

SUBMIT OFFER BY (Opening Date/Time): **10/20/2017 11:00:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/02/2017 5:00:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED:

- Technical and (1) Price proposal submitted online (See section IIB – "On-line Bidding Instructions"
- (4) Copies of technical proposal on magnetic media – (See section IIB – "Electronic Copies – Required Media and Format")
- (1) Redacted copy (See section IV-"Submitting Redacted Offers") Initial here __ if no redacted copy is necessary

CONFERENCE TYPE: **Not Applicable** DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Not Applicable**

AWARD & AMENDMENTS	Award will be posted on **12/20/2017**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://procurement.sc.gov/

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of One Hundred Twenty (120) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at https://procurement.sc.gov//)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile _____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at https://www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] **PREFERENCES DO NOT APPLY**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). **PREFERENCES DO NOT APPLY**

____In-State Office Address same as Home Office Address ____In-State Office Address same as Notice Address **(check only one)**

End of PAGE TWO

PAGE THREE

IMPORTANT INFORMATION FOR ALL OFFERORS

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, you must follow the new South Carolina Enterprise Information System (SCEIS) contractor registration instructions found at the South Carolina Procurement Information Center website address of: http://www.procurement.sc.gov/ . Even if you are registered in the old procurement system, you must still register or update your information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS contractor userid and password. The Offeror must keep this information current or you will not be able to submit future bids.

PLEASE DO NOT WAIT UNTIL THE DEADLINE FOR SUBMISSION. IF YOU ENCOUNTER PROBLEMS, YOU MAY NEED TIME TO RESOLVE THEM. START THE PROCESS OF ENTERING YOUR OFFER IMMEDIATELY!!!

QUALIFYING YOUR PROPOSAL: ANY OFFEROR WHO TAKES EXCEPTIONS TO TERMS AND CONDITIONS OR OTHERWISE QUALIFIES THEIR OFFER MAY BE DEEMED NON-RESPONSIVE. OFFERORS MAY NOT BE GIVEN AN OPPORTUNITY TO CORRECT ANY MATERIAL NONCONFORMITY. IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: "THIS IS NOT AN OFFER", YOU MAY BE DEEMED NON-RESPONSIVE AND ELIMINAED FROM FURTHER CONSIDERATION.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001 Select Option one (1) then Option one (1)

Monday – Friday 8:00 AM – 4:30 PM
SCEIS Service Desk Contractor Ticket Form

Additional contractor instructions concerning submitting offers can be found at:
http://procurement.sc.gov/PS/contractor/PS-contractor-submitting-offers.phtm

---

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation on-line.

1. The original complete solicitation response should be submitted on-line and is the official response.

2. All Offerors should attach all additional requested documents to their response in the on-line system. These documents can be attached under the **"Notes and Attachments"** tab in the on-line system either on the main response page or under the necessary line item.

In addition to the offer you submit on-line, the Offerer **MUST** submit the following:

1. In accordance with clause titled "Submitting Redacted Offers (Feb 2007) located in Section IV of this RFP, One (1) redacted copy (see page twenty-two (22) Submitting Redacted Offers) of both technical and business proposal;
2. Four (4) each separate individual copies of your Technical Proposal on a CD or thumbdrive identical to that submitted on line;
3. One (1) separate individual copy of your Business Proposal on a CD or thumbdrive identical to that submitted on line.
4. One (1) individual paper copy (marked original) of your complete Proposal.

All copies requested must be delivered no later than the date and time specified on the cover page of the solicitation to the following address:

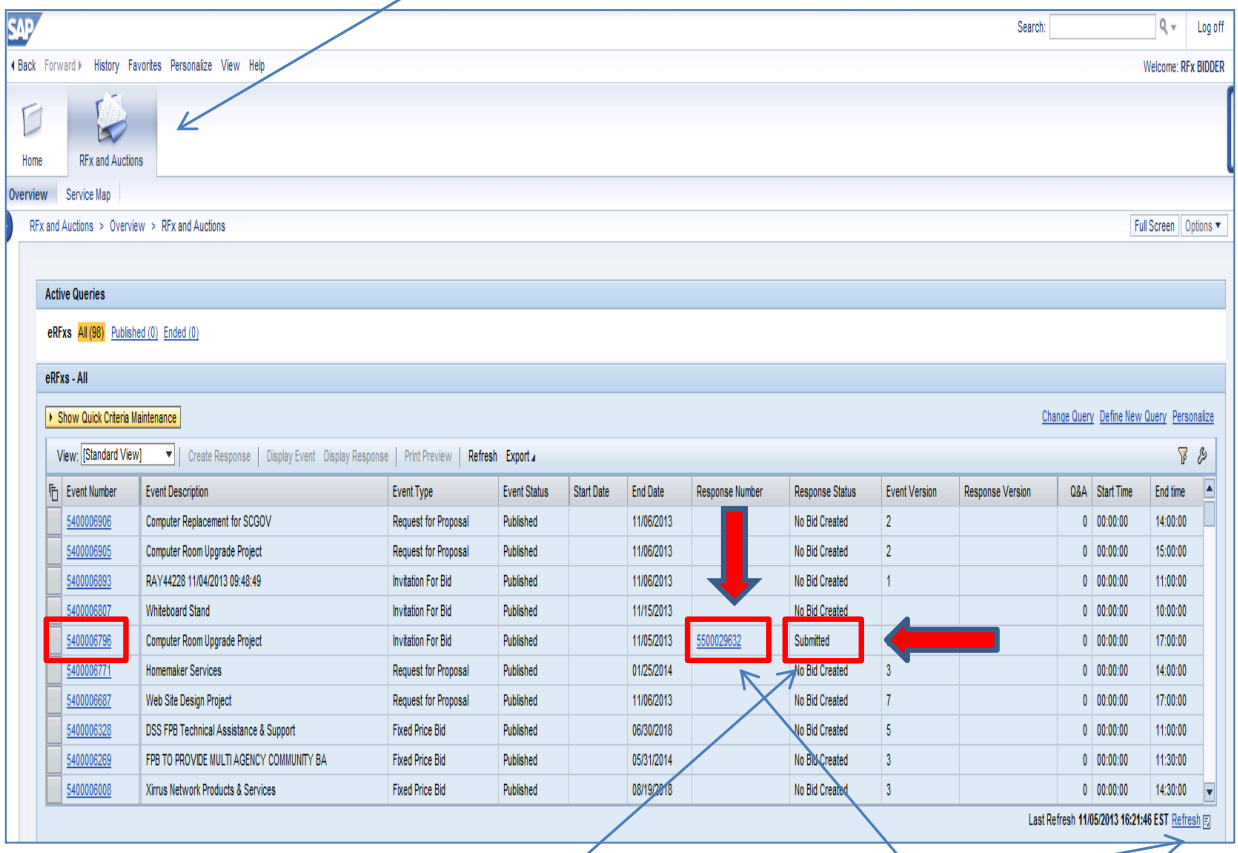
Information Technology Management Office (ITMO)
Attention: Solicitation Number 5400014130
Sarah Romano, Procurement Manager
1201 Main Street, Suite 600
Columbia, SC 29201

PAGE FOUR

OFFEROR BID SUBMISSION VALIDATION

After submitting an online response to a solicitation, Offerors may validate their submission with the following steps:

STEP 1: Go back to the initial **'RFx and Auctions'** screen



STEP 2: Select the **'Refresh'** button to update the screen.

STEP 3: Make sure the RFx you responded to, has your specific bid response number **'55xxxxxxxx'** displayed in the Response Number column and the Response Status column has a status of **'Submitted'**, before you log off.

NOTE: You also have the ability to print out a copy of your submission by selecting the **'Print Preview'** button after your offer has been submitted.

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I. SCOPE OF SOLICITATION

The Information Technology Management Office (ITMO) is soliciting proposals from Authorized Resellers for a State Term Contract for Microsoft software, and in accordance with all requirements stated herein. The State of South Carolina and Microsoft have negotiated a Microsoft Master Agreement which establishes the foundation of the licensing structure along with all the applicable terms and conditions for Authorized Resellers to adhere to in supplying all Microsoft products under this Contract. The awarded Microsoft Reseller must agree to provide volume discounts when receiving a single quote for multiple agencies.

MAXIMUM CONTRACT PERIOD - ESTIMATED (modified)

Start date: 01/01/2018 End date: 12/31/2025. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". **This is a (1) one year contract with (6) six one-year renewal options.**

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
MICROSOFT VOLUME LICENSING PROGRAMS means the Master Agreement, which will contain terms and conditions that apply to purchases made pursuant to this contract. The Master Agreement contains the following: Microsoft Enterprise Agreement No. 01E73273, Microsoft Select Agreement No. 01S62819, and Microsoft Academic Select Agreement No. 01S6B524.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically

delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint proposals" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this

solicitation for default.
[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
http://www.scstatehouse.gov/code/statmast.php

The South Carolina Regulations are available at:
http://www.scstatehouse.gov/coderegs/statmast.php

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding

restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. 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. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, **you *must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Proposals, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a

partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of proposals by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
http://www.scemd.org/planandprepare/disasters/severe-winter-weather
[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov/) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or

modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER (RFP) (FEB 2015)

(a) Offers should be complete and carefully worded and should convey all of the information requested.
(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.

If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, either the number or identity of neither offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "CONTRACTOR REGISTRATION MANDATORY."
(b) Steps for On-Line Bidding
1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."
3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.
Only offers with a status of "submitted" have been received by the State.
Offers with a status of "saved" have not been received.
4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.
[02-2B105-2]

IT IS EXTREMELY IMPORTANT THAT YOU DO NOT WAIT UNTIL THE LAST MINUTE TO

ENTER YOUR SUBMISSION. REGISTRATION FOR NEW CONTRACTORS CAN TAKE UP TO 3 DAYS.

PRICE AS DISCOUNT (JAN 2006):

Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described. [02-2B115-1]

PROTEST - CPO - ITMO ADDRESS (JUN 2006)

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. [02-2B120-1]

III. SCOPE OF WORK/SPECIFICATIONS

3.1 MICROSOFT MASTER AGREEMENT (INCLUDING THREE (3) VOLUME LICENSING PROGRAMS)

The State of South Carolina and Microsoft have negotiated a Microsoft Master Agreement which sets the foundation for the overall licensing structure along with all the applicable terms and conditions for Authorized Resellers to adhere to in supplying all Microsoft products under this contract. The Microsoft Master Agreement consists of three (3) volume licensing programs:

3.2.1. Microsoft Enterprise Agreement No. 01E73273

3.2.2. Microsoft Select Agreement No. 01S62819

3.2.3. Microsoft Academic Select Agreement No. 01S6B524

Items which are excluded from this contract are listed in Section 3.4, Out-Of-Scope. The negotiated Microsoft Master Agreement excludes these products and all applicable terms and conditions that apply to these products and services. The State of South Carolina will only purchase through a Microsoft Authorized Reseller listed on the Microsoft website (http://www/Microsoft.com/industry/government/howtobuy/state/state.aspx) for order fulfillment under the Microsoft Master Agreement. The awarded Microsoft Reseller must agree to provide volume discounts when receiving a single quote for multiple agencies.

This RFP incorporates the terms and conditions of the Microsoft Master Agreement, including any amendments and all appendices, and any updates to the Master Agreement. The State reserves the right during the duration of this contract with the Authorized Reseller to amend the Master Agreement and all of the below volume licensing programs and will be provided in Change Orders to the resulting Contract.

3.2. MICROSOFT ENROLLMENT FOR EDUCATION SOLUTIONS (EES)

The State of South Carolina and Microsoft have negotiated a Microsoft Volume Licensing Enrollment for Education Solutions (EES) for an authorized reseller to supply all products to Higher Education and Academic Institutions. This agreement is different from the Microsoft Master Agreement in its entirety, but the same terms and conditions in this RFP apply to all applicable information in submitting a separate proposal for this agreement.

The EES is a subscription based licensing model that is available to both primary/secondary and higher education institutions. EES offers the simplicity of licensing desktop platform products organization-wide through an annual count of people instead of PCs/devices and the flexibility to add additional products in any quantity. In addition, some online cloud email services are included at no additional charge. No other services will be allowed at this time.

The State of South Carolina has signed the Campus and School Subscription Agreement 2011 EES2011EnrAmd(NA)(ENG)(June 2012), Campus and School Agreement Enrollment for Education Solutions, Amendment ID CTM # 000-reyohann-E-189, Effective Date of November 1, 2012. This agreement will cover all software and online cloud email services products sold under this contract.

The State of South Carolina currently is qualified for “Level B” Microsoft Pricing. Microsoft has changed the minimum requirement from 1,000 to 100 FTEs for each educational entity to purchase off of the Microsoft Enrollment for Education Solutions.

The State reserves the right to add and delete software during the contract period.

3.3 NEW ENROLLMENTS

The authorized reseller must submit all new enrollments on behalf of a governmental body to the designated Procurement Officer for written approval prior to order fulfillment.

3.3.1. The procurement officer will be identified on the Microsoft State Term Contract Sheet found at https://procurement.sc.gov/ under Statewide Contracts.

3.3.2. The signature is to be provided in the "Optional 2nd Customer signature" block on the enrollment form.

3.3.3. All renewal Enrollments are excluded from this requirement.

Customer and Enrolled Affiliate, with assistance from its reseller, are responsible for meeting this requirement. Regardless of the validity of the purchase agreement between Enrolled Affiliate and its reseller, the Enrollment remains in full force and effect. Example of the enrollment form is provided in this solicitation under Attachment E.

3.4 OUT-OF-SCOPE

The following products and services are not included in the scope of this solicitation:

3.4.1. All cloud products including Azure, Intune and Dynamic CRM with the exception of Office 365 e-mail.

3.4.2. Installation

3.4.3. Implementation (include any types of development, custom-build)

3.4.4. Training (includes paid training services)

3.4.5. Consulting Services (to include deliverable and hourly-based)

3.4.6. Remanufactured, recycled, recyclable or recovered material

The State at any time during the duration of this contract may at its sole discretion remove products from the scope of this Contract.

3.5 REPORTING REQUIREMENTS

The awarded Offeror will submit a Contract Usage Report quarterly under this contract. The instructions on filling out the form: Contractor shall furnish ITMO a report of all sales provided under the Contract on a quarterly basis or as requested by ITMO, utilizing "Attachment C. Contract Usage Report" template. Purchases by Non-State Agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required.

All fields of information shall be accurate and complete.

The report is to be submitted electronically in Microsoft Excel format unprotected, via e-mail to the attention of the designated ITMO Procurement Manager listed on the Contract Sheet under State term contracts on https://procurement.sc.gov and shall reference the Contract Number, Sales Period, Contractor's Name and all other fields required. ITMO reserves the right to amend the "Attachment C. Contract Usage Report" template or to require sales to be reported in a different format. Further, additional related sales information and/or detailed Authorized User purchases may be required by ITMO and must be supplied upon request.

3.6 RESPONSE TIME

The Authorized Microsoft Reseller must have adequate staff to answer inquiries for the Information Technology Management Office (ITMO), and our customers with four (4) business hours.

3.7 MICROSOFT RESELLER STAFF

The Authorized Microsoft Reseller will assign a Contract Administrator as a contact person for contract management purposes. The State reserves the right to request a replacement of the Contract Administrator and/or other reseller's staff at any time.

3.7.1. ADDITIONAL RESELLER'S CONTACT INFORMATION

Bidder will provide the State with, either in its response or during the intent to award period address, phone, and email address for each of the following including but not limited to:

- Contract Administrator
- District Manager
- Regional Sales Manager
- Sales Manager(s)
- Account Manager(s)
- Inside Sales Manager(s)

3.5 HISTORIC SPEND

Actual future purchases are unknown; however reported sales under the previous contracts were $22,807,131.52 between the months of June 2013 through January 2016 for the Microsoft Volume Licensing Programs (including all three (3) agreements). Reported sales under the previous contract were $7,905,021.57 between the months of Oct 2013 through January 2016 for the Microsoft Enrollment for Education Solutions (EES). The State cannot guarantee the accuracy of the information, please refer to the clause Estimated Quantity on page 24.

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE -- 30 DAYS ARO (JAN 2006)

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30).
If the amount due for a reporting period is less than $10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen
(15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600

Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. [03-3090-3]

ADMINISTRATIVE SERVICES FEE - CALCULATION - ITMO (JUN 2015)

For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract. [03-3095-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

Technical Proposal

A. Offerors must submit a detailed summary to describe the below:

- The process UGU's will follow for Agreements/Program Agreements expiring after the resulting contract.
- The process UGU's will follow for existing Enterprise Agreements/Program Agreements at the beginning of this contract.
- The process for quoting pricing throughout the enrollment period under this contract.
- Instructions to UGU's on how to sign program agreements and which forms to use. Include any relevant timeframes.
- The process for obtaining written approval of the Procurement Officer, prior to order fulfillment, for all new enrollments.

B. Offerors must submit a Crosswalk (included in this solicitation as Attachment C) for all products in their proposal. The primary purpose for the Crosswalk is to be evaluated during product add or remove process, and to provide all users with product offerings in the scope of this contract. Offerors must complete the entire Crosswalk and return with their proposal, the State reserves the right to remove any of the products listed in the Crosswalk from the final price list. Please note **no** pricing will be included in the Crosswalk

Price Proposal – See Section 8

[04-4005-1]

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [ ] Yes [ ] No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

[ ] Traditional minority
[ ] Traditional minority, but female
[ ] Women (Caucasian females)
[ ] Hispanic minorities
[ ] DOT referral (Traditional minority)
[ ] DOT referral (Caucasian female)
[ ] Temporary certification
[ ] SBA 8 (a) certification referral
[ ] Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
http://osmba.sc.gov/directory.html
[04-4015-3]

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (Modified) Reference Microsoft Office 365 Products

[ASK QUESTIONS NOW: If you have a properly qualified third-party report or certification you believe we should accept in lieu of those identified in item (b), submit a question identifying same pursuant to the clause titled Questions from Offerors.]
The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

SUBMITTING REDACTED OFFERS (MAR 2015)

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information
removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATION –MANDATORY MINIMUM

In order to be qualified to receive award, you must meeting the following mandatory minimum qualifications:

A. You must be listed as a Microsoft Licensing Program Reseller at the following website: http://www/Microsoft.com/industry/government/howtobuy/state/state.aspx scroll down to where it states Partners, there is a link under Licensing Partners which will provide licensing solution providers for state and local governments.

B. Microsoft Certification
Proposals will only be accepted from Offerors who are certified by Microsoft as both a Licensing Solutions Partner (LSP) and as an Authorized Educational Reseller (AER). The awarded Offeror must be authorized by Microsoft to provide all products available under the Microsoft Master Agreement (including the three (3) Volume Licensing Programs).

C. Sales Volume
Offerors must provide documentation to support its ability to service a Contract with similar sales to the scope of this solicitation (please refer to Section III, for historic spend). Proof of the sales history may be requested by the State and must be provided prior to contract start date. The proof of sales history can be invoices issued within the last three (3) years that show the name of customers, Offeror name, products ordered, and invoice amount.

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

EVALUATION FACTORS -- PROPOSALS (MODIFIED)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive Contractors will be ranked from most advantageous to least advantageous. The Offeror with the highest total weighted value will receive the maximum number of points for price. All other Offerors will receive a proportional percentage of the available points for price. The Offeror with the highest cumulative total points (including technical and pricing) will be awarded the contract.

Item		Total
1.	**Price Proposal**	1-90 Points
2.	**Technical Proposal** - The degree, completeness and suitability of the Contractor's proposed technical solution to meet or exceed the requirements of this RFP.	1-10 Points
	Total Potential Points	**100 Points**

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (Modified)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

The order of precedence for number (2) above the solicitation, as amended will be as follows:

1. This RFP, which can be amended

2. The Microsoft Master Agreement, which consists of the Microsoft Volume licensing agreements listed in Section III, under 3.2 in Scope of Work

3. Any other appendices and attachments

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if

delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property

Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

(a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.
(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by the State.
(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;
(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules,

regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
(b) Coverage shall be at least as broad as:
(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
(2) Reserved
(3) Reserved
(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
[07-7B056-2]

CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015) [ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.]

(a) Without limiting any other obligations or liabilities of Contractor, Contractor procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

(i)information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

(ii)privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;

(iii)contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and

(iv)errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

(c)If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d)If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e)Coverage shall have limits no less than five million ($5,000,000.00) dollars per occurrence and ten million ($10,000,000.00) dollars aggregate.

(f)If the insurance required by this clause is procured on a form affording "claims- made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g)All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims- made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i)For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(j)Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy affecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

(k)Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.

(l)Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(m)Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07- 7B058-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may

withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

DISENGATEMENT SERVICES

Availability

Contractor shall provide ITMO with Disengagement Services described in Contractor's proposal and as set forth below. Contractor shall provide the Disengagement Services to ITMO or its designee(s), commencing upon a request for Disengagement Services by ITMO, and, at ITMO's request, continue providing in accordance with the applicable Disengagement Plan (defined below) for the entire Disengagement Period or, if applicable, the expiration or termination of the Term.

Detailed Disengagement Plan.

Contractor shall prepare and deliver to ITMO a detailed Disengagement Plan for ITMO's review, comment and approval within thirty (30) business days after written notice from ITMO. The proposed detailed Disengagement Plan shall describe in detail the specific disengagement activities to be performed by Contractor, ITMO and/or its designee(s) to transition the Microsoft Office 365 functions to ITMO or its designee(s). Contractor shall address and resolve any questions or concerns ITMO may have as to any aspect of the proposed detailed Disengagement Plan and incorporate any modifications, additions or deletions to such Disengagement Plan requested by ITMO. Contractor's detailed Disengagement Plan as approved by ITMO in writing shall be deemed appended to and incorporated in the contract.

Rates and Charges.

To the extent the Disengagement Services requested by ITMO can be provided by Contractor using personnel and resources already assigned to ITMO without adversely affecting Contractor's ability to meet its performance obligations, there will be no additional charge to ITMO for such Disengagement Services. If material Disengagement Services requested by ITMO cannot be provided by Contractor using then assigned Contractor Personnel then in ITMO's discretion, either: (i) charges will be calculated at the time and materials rates in Contractor's Pricing Proposal and the ITMO approved Disengagement Plan, or (ii) assigned to ITMO without adversely affecting Contractor's ability to meet its performance obligations, ITMO, in its sole discretion, may forego or delay any work activities or temporarily or permanently adjust the work to be performed by Contractor, the schedules associated with such work or the Service Levels to permit the performance of such Disengagement Services using such personnel.

ILLEGAL IMMIGRATION (NOV 2008)

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

contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102- 1]

INFORMATION SECURITY - DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause. **Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.
Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.
Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.
Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.
Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.
Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.
Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.
Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

(a) *Definitions*. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause— **Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.
Intrusion means an unauthorized act of bypassing the security mechanisms of a system.
Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.
Safeguarding means measures or controls that are prescribed to protect information.
Voice means all oral information regardless of transmission protocol.
(b) *Safeguarding Information*. Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor stall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.
(c) *Safeguarding requirements and procedures*. Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:
(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).
(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.
(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.
(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/ publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.
(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:
(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.
(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.
(d) *Subcontracts*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.
(e) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.
(a) *Definitions*. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.
(b) *Legal mandates*. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.
(c) *Flow down*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.
(d) *Collecting Information*. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.
(e) *Rights, Disclosure and Use*. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.
(f) *Return*. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).
(g) *Privacy Policy & Applicable Laws*. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.
(h) *Actions Following Disclosure*. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor

shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper us. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.
(*i*) *Survival & Remedy*. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:
(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as

computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov (.) [07-7B180-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PRIVACY -- WEB SERVICES (JAN 2006)

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. [07-7B195-1]

PURCHASING CARD (JAN 2006)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's

obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.
[07-7B212-1]

SOFTWARE LICENSES (JAN 2006):

Proprietary Software: Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software.
License: The State is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder.
Title: Title to any proprietary software provided by the Contractor to the State will remain with the Contractor.
Trade Secrets: The State agrees that the proprietary software is a trade secret of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.
Source Code: Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.
In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State.
Export Control: The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.
Customized Software: Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the State by contractor and documentation used to describe, maintain and use the software.
Title: Title to the customized software vests in the State as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software.
Software Tools: The contractor shall provide to the State, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the State would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the State in response to the State's solicitation.

Escrow for Source Code: In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software within thirty days at no expense to the State.
For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.
Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.
The source code may be accessed only upon the following conditions:
a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.
With regards to proprietary software, the State may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]

SERVICE LEVELS (REFERENCE MICROSOFT OFFICE 365)

Service Levels and Other Performance Standards.

Beginning on the Commencement Date (the date the System enters live production processing for ITMO's first location), Contractor shall provide the System and related Services so as to meet or exceed the performance standards designated as "Service Levels" in the Service Level Agreement in Contractor's Proposal. For matters not covered by the Service Levels, Contractor shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency that are at least equal to the documented or otherwise verifiable levels received by ITMO during the twelve (12) months prior to the Commencement Date, and at levels that are equal to or higher than the accepted industry standards of leading providers of similar services. The obligations in the preceding sentence shall not be construed to alter or supersede any Service Level set forth in the Service Level Agreement.

Measurement and Monitoring Tools.

Contractor shall implement and use measurement and monitoring tools and procedures commonly used in the industry requested by or approved in advance by ITMO and that does not require significant changes to measure and report the Service Levels at a level of detail sufficient for ITMO to verify compliance with the Service Levels. Contractor shall provide ITMO personnel with full access to such measurement and monitoring tools and procedures upon ITMO's request. Contractor acknowledges and agrees that all fees or other charges for such measurement and monitoring tools and the resource utilization associated with their use have been included in the Fees set forth in Contractor's Proposal.

Improvement.

Throughout the Term, Contractor shall exercise commercially reasonable efforts to: (a) identify ways to improve the Service Levels; and (b) identify and, subject to ITMO's approval and to Contractor's confidentiality obligations to its other customers, apply to the System and Service Performance Levels proven techniques and tools from other similar Contractor projects that would benefit ITMO either operationally or financially.

Service Level Credits.

Contractor recognizes that ITMO is paying Contractor to deliver the System and related Services at the specified Service Levels. If Contractor fails to meet any Service Levels, then, in addition to other remedies available to ITMO, Contractor shall pay or credit to ITMO **Service Level Credits** in recognition of the diminished value of the System and Services resulting from Contractor's failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances shall the imposition of Service Level Credits be construed as ITMO's sole or exclusive remedy for any failure to meet the Service Levels. However, if ITMO recovers monetary damages from Contractor as a result of Contractor's failure to meet a Service Level, Contractor shall be entitled to set-off against such damages any Service Level Credits paid for the failure giving rise to such recovery. Service Level Credits are not counted toward and are not subject to the overall cap on Contractor's liability. These Fee Credits include:

- System Availability
- System Response Time(s)
- Support Response Time(s)

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to Predictive Analytics; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to Predictive Analytics; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to Predictive Analytics. To the extent Offeror's Response to Predictive Analytics does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

SYSTEM CURRENCY (Reference Microsoft Office 365)

Currency of Contractor Owned Software.

Contractor shall maintain reasonable currency for Contractor owned Software and provide maintenance and support for new releases and versions of such Software. At ITMO's direction, Contractor shall operate, maintain and support multiple releases or versions of Contractor owned Software on a temporary basis for a reasonable period of time during a technology or software upgrade and shall do so without any increase in the Fees. For purposes of this Section, "reasonable currency" means that, unless otherwise directed by ITMO, Contractor shall (i) maintain Contractor owned Software at the then current major release, and (ii) install minor Releases promptly or, if earlier, as requested by ITMO. Currency of Third Party Software.

Contractor shall maintain reasonable currency for Third Party Software for which it is financially responsible under the contract and provide maintenance and support for new releases and versions of Third Party Software for which it is operationally responsible. Contractor shall keep Third Party Software within release levels supported by the appropriate third party vendor to ensure compatibility with ITMO's computer browsers and environments, and other Software or equipment components of the System.

Approval.

Contractor shall confer with ITMO's prior to installing any major release, shall provide ITMO with the results of its testing and evaluation and a detailed implementation plan and shall not install such release if directed not to do so by ITMO.

Financial Responsibility for Changes.

Contractor shall bear all charges, fees and costs associated with any change determined by ITMO as required by Laws or regulations applicable to the System or Services, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted business process or associated Software, equipment, System, Services or materials, and (iii) any increase in the cost to ITMO of operating, maintaining or supporting any impacted business process or associated Software, equipment, System, Services or materials.

ITMO Approval.

Contractor shall make no change which may (i) increase ITMO's total cost of using the System or receiving the Services; (ii) require material changes to, or have an adverse impact on, ITMO's businesses, operations, environments, facilities, business processes, systems, software, utilities, tools or equipment (including those provided, managed, operated,

supported and/or used on their behalf by third Parties); (iii) require ITMO to install a new version, release, upgrade of, or replacement for, any Software or equipment or to modify any Software or equipment; (iv) have a material adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; (v) have an adverse impact on the cost, either actual or planned, to ITMO of terminating all or any part of the Services or exercising its right to in-source or use third parties; (vi) require changes to or have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality, cost or resource efficiency of ITMO's retained systems and business processes interoperating with the System, or (vii) violate or be inconsistent with ITMO standards or strategic plans, without first obtaining ITMO's written approval, which approval ITMO may withhold in its sole discretion.

Temporary Emergency Changes.

Notwithstanding the foregoing, Contractor may make temporary changes required by an emergency if it has been unable to contact ITMO's designated executive manager or his or her designee to obtain approval after making reasonable efforts. Contractor shall document and report such emergency changes to ITMO not later than the next business day after the change is made. Such changes shall not be implemented on a permanent basis unless and until approved by ITMO.

Implementation of Changes.

Contractor shall schedule and implement all changes so as not to (i) disrupt or adversely impact the business, systems or operations of ITMO, (ii) degrade System Performance Levels or the Services then being received by ITMO, or (iii) interfere with ITMO's ability to obtain the full benefit of the System and Services.

Planning and Tracking.

On a monthly basis, Contractor shall prepare, with ITMO's participation and approval, a rolling quarterly "look ahead" schedule for ongoing and planned changes for the next three (3) months. The status of changes shall be monitored and tracked by Contractor against the applicable schedule.

SYSTEM UPDATES

System updates shall be provided at no cost to the ITMO. Updates are software providing bug fixes and minor software enhancements and addresses existing issues in the software since initial release.

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

SOFTWARE LICENSING AGREEMENTS FOR STATEWIDE TERM CONTRACTS (FEB 2015)

(a) Definitions. As used in this paragraph, these terms are defined as follows: "Software" means any computer program identified by the solicitation. "Licensor" means an entity that owns the intellectual property rights for an item of Software or has the authority to license or sublicense the Software directly to the state. "Software licensing agreement" means any agreement, regardless of how designated, pertaining to the intellectual property rights for or the right to use any Software, including, but not limited to, any such agreement proposed prior to or after award, including without limitation any such agreement that either is affixed to (e.g., shrink-wrap), imbedded in (e.g., click-wrap), or in any way accompanies the Software upon delivery.
(b) Separate Agreement for License and Services. This contract will address all Work (excluding the right to use the Software) and all terms regarding pricing, payment, and delivery of all Software. An independent Software Licensing Agreement has already been entered between the state and each applicable Licensor for all Software identified herein. Pursuant to this contract, the state intends to pay contractor in order to acquire license rights from Licensor under terms governed by the applicable Software Licensing Agreement. **ACCORDINGLY, YOU MUST NOT SUBMIT ANY SOFTWARE LICENSING AGREEMENTS WITH YOUR OFFER**.
(c) Political Subdivisions. You agree not to fulfill an order or provide any software to a local public procurement unit (see "Statewide Term Contract" provision) unless and until you have first presented to the unit a copy of the "Enrollment Agreement for South Carolina Public Entities" (Exhibit A of the COTS Piggyback), for execution, and if signed, delivered

a copy to the applicable Licensor. For each Licensor, a unique version of the Enrollment Agreement for South Carolina Public Entities form is attached. This requirement does not apply to software licensed by a Licensor not identified on the list attached and entitled Enrollment Agreement Applicability List. [07-07B223-2]

STATEWIDE TERM CONTRACT (DEC 2015)

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.
(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.
(c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms.
(d) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide term contract; or (4) terminate the contractor's award of any other statewide term contract.
[07-7B225-3]

STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1year(s), 0month(s), and 0day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final

statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

TERM OF CONTRACT – NON-TERMINATION OR SUSPENSION BY CONTRACTOR

Due to the serious impact and irreparable harm any termination of this hosting contract would have on the inmate patients under the care of ITMO staff, in which case an adequate remedy at law is highly unlikely to be available, ITMO's failure to perform its responsibilities set forth in the contract shall not be grounds for termination by Contractor. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT ITMO WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITHOUT CONTRACTOR'S COVENANT AND ASSURANCES THAT THE (1) CONTRACT WILL NOT BE TERMINATED BY CONTRACTOR, AND (2) CONTRACTOR SHALL NOT SUSPEND PERFORMANCE EVEN IF SCDC FAILS TO PERORM ANY OF ITS RESPONSBILITIES UNDER THE CONTRACT. ANY TERMINATION HEREUNDER SHALL NOT AFFECT ANY LICENSES GRANTED TO ITMO**. Notwithstanding the foregoing, Contactor's promise not to terminate or suspend its performance shall not relieve ITMO from damages otherwise recoverable by Contactor for ITMO's failure's to perform, including but not limited to payment of any fees legally owed to Contractor by ITMO.

Termination for Contractor Insolvency. (Reference Microsoft Office 365)

1. General Rights.

2. Rights in Event of Bankruptcy Rejection. Notwithstanding anything to the contrary, in the event that Contractor becomes a debtor under the United States Bankruptcy Code (11 U.S.C. §101 et. seq. or any similar Law in any other country (the "Bankruptcy Code")) and rejects this contract pursuant to Section 365 of the Bankruptcy Code (a "Bankruptcy Rejection"), (i) any and all of the licensee and sublicensee rights of ITMO arising under or otherwise set forth in this contract, including without limitation its Web Licenses (Section VII TERMS AND CONDITIONS – B. SPECIAL) and the rights of ITMO referred to in Section 3 below, shall be deemed fully retained by and vested in ITMO as protected intellectual property rights under Section 365(n)(1)(B) of the Bankruptcy Code and further shall be deemed to exist immediately before the commencement of the bankruptcy case in which Contractor is the debtor; (ii) ITMO shall have all of the rights afforded to non-debtor licensees and sublicensees under Section 365(n) of the Bankruptcy Code; and (iii) to the extent any rights of ITMO under this contract which arise after the termination or expiration of this contract are determined by a bankruptcy court not to be "intellectual property rights" for purposes of Section 365(n), all of such rights shall remain vested in and fully retained by ITMO after any Bankruptcy Rejection as though this contract were terminated or expired. ITMO shall under no circumstances be required to terminate this contract after a Bankruptcy Rejection in order to enjoy or acquire any of its rights under this contract, including without limitation any of the rights of ITMO referenced in Section 3 below.

3. LICENSE TO CONTRACTOR OWNED SOFTWARE.

(A) License Grant. Upon Contractor's providing notice of bankruptcy as provided above, at ITMO's sole discretion, Contractor shall grant, and does hereby grant effective upon at least 5 days prior to such notice from ITMO, a worldwide, perpetual, non-exclusive, irrevocable, fully-paid-up license to use, execute, reproduce, display, perform, modify, enhance, distribute, and make derivative works (as defined in US Copyright Act) and to permit ITMO approved third party to do any of the same to Contractor Software (and any modifications, substitutions, upgrades, enhancements, methodologies, tools, documentation and media related thereto) then used in providing the Microsoft Office 365 to ITMO.

(B) System. Contractor shall promptly deliver to ITMO (or, at ITMO's election, its designee(s)) (A) a copy of such software documentation, (B) the source code to the software to the extent necessary to permit the continued and uninterrupted use of the software , and (C) the object code for such software.

(C) License Charge. ITMO (and to the extent applicable, ITMO designee(s)) shall not be obligated to pay any license or transfer fees in connection with its receipt of the licenses above and other rights above.

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.
[07-7B265-1]

WARRANTY -- ONE YEAR (JAN 2006)

Contractor warrants all items acquired shall conform to all contractor’s representations, the requirements of this contract, and all published documentation. [07-7B275-1]

YEAR 2000 WARRANTY (JAN 2006)

Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the equipment will operate during each such time period without error relating to date data, specifically

including any error relating to, or the product of, date data which represents or references different centuries or more than one century. [07-7B285-1]

VIII. PRICE-BUSINESS PROPOSAL

*****PLEASE NOTE: The below Pricing Schedule is in a spreadsheet format as Attachment B located online. Please fill out the spreadsheet and return it with your proposal.**

All Offerors are to state their best discount for each category listed below based on the online Microsoft price lists and multiply the discount offered by the weighted value to determine the total. The Offeror with the highest total weighted value will receive the maximum number of points for price. All other Offerors will receive a proportional percentage of the available points for price. The Offeror with the highest cumulative total points (including technical and pricing) will be awarded the contract.

PRICING SCHEDULE

	% Off *ERP		****Weighted Value**		**Total**
SC Category A:					
Microsoft Enterprise Agreement Level D	____%	X	50	=	_____
SC Category B:					
Microsoft Select Agreement Level D	____%	X	25	=	_____
SC Category C:					
Microsoft Academic Agreement Level A	____%	X	15	=	_____
SC Category D:					
Microsoft Enrollment for Education Solutions (EES)	____%	X	10	=	_____

Cumulative Total: _____

***(ERP) Estimated Retail Price**

****The weights shown above will be applied by the State in the evaluation of bidder's response.**

IX. ATTACHMENTS TO SOLICITATION

The following documents are attached to this solicitation:

A. Manufacturers Price Lists

B. Offeror's Pricing Proposal (online only)

C. Microsoft Product Crosswalk Table

D. Contract Usage Report Format

E. Sample of Microsoft Enrollment Form(s)

F. SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

G. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

H. PURCHASE ORDER ATTACHMENT – ACCEPTANCE OF OFFERS 10% BELOW STATWIDE TERM CONTRACT PRICE

I. Offeror's Checklist

Attachment A

MANUFACTURERS PRICE LIST

The April 2017 Microsoft price lists are attached to the on-line system. The Microsoft EES price list is from September 2017.

Note: All Offerors can download the current price lists from the documents page in the on-line system for the following:

- Microsoft Enterprise
- Microsoft Select
- Microsoft Academic Select
- Microsoft EES

Attachment B

Notwithstanding any other instructions herein, you shall submit Pricing, as a separate document online in SCEIS with your response.

Instructions: Complete Attachment B of the attachments; ensuring all of the tabs and cells are completed with the accurate entries.

Attachment C

Microsoft Product Crosswalk

Notwithstanding any other instructions herein, the Microsoft Product Crosswalk Table is provided as a separate document online in SCEIS. This will be submitted with your proposal.

Attachment D

Contract Usage Report

Notwithstanding any other instructions herein, the contract usage report is provided as a separate document online in SCEIS. This will be provided on a quarterly basis when the contract has been awarded.

Attachment E
Microsoft Enrollment Form

Attachment F

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

Instructions: (1) Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below. (2) As used in this Questionnaire, the phrase "government information" shall have the meaning defined in the clause titled "Information Security." (3) This Questionnaire must be read in conjunction with both of the following two clauses (a) Service Provider Security Assessment Questionnaire – Required, and (b) Service Provider Security Representation.

1. Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.

2. Describe your disaster recovery and business continuity plans.

3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?

4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub -contractors.

5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?

6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.

7. Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups, and on backup media? Please elaborate.

8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.

9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?

10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?

11. Describe your incident response policies and practices.

12. Identify any third party which will host or have access to government information.

Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: _____

(authorized signature)

Its: _____

(printed name of person signing above)

_____

(title of person signing above)

Date: _____

SPSAQ (JAN 2015) [09-9025-1]

Attachment G

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: **https://dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf**

[09-9005-3]

Attachment H

Purchase Order Attachment - Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds $500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR (full legal name of business entering this contract)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

---------- PURCHASE ORDER ATTACHMENT (NOV 2012) ---------- [09-9020-1]

Attachment I

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!

- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help Contractors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

Contract Amendment #10

City Video Cameras
RFP00010-13-14

Statewide Security Systems, Inc.

June 29, 2021

Description of Change: Request change in Agreement for video camera surveillance services between the City of Columbia (City) and Statewide Security Systems, Inc. (Contractor) dated October 15, 2014 (Agreement) to amend Section 3. *Method of Payment* for continued citywide police video camera surveillance.

Section 3. *Method of Payment*, Item A is deleted in its entirety and amended herein to read:

The compensation for renewal term July 1, 2021 to June 30, 2022 provides an increase per camera box from $55.00 per box to $75.00 per box, for approximately 190 boxes. This increase is inclusive of all services related to the cameras including the individual monthly monitoring fee per camera and internet connection for the 190 cameras, and the provision of providing camera video within 24 hours of the request for a new monthly fee of $14,250.00. The City will coordinate the removal of cameras from City property with the Contractor, and the monthly fee for the camera(s) will be deducted in the next month's invoice.

Section 3. *Method of Payment*, Item B is also amended to include a new paragraph provided herein to read:

The contractor will also include a list of the camera boxes in the monthly invoice and will note in the invoice any cameras that were inactive for the billing period. A credit will be provided in the invoice for inactive cameras.

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

This Change is Acceptable:

Name of Firm
Statewide Security Systems, Inc.

CAREY SIKKAL
Print Name

Signature

6-29-21
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
6/30/2021

Edits to Section 3. Method of Payment approved in CA#10.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 15th day of October, 2014 between the City of Columbia (hereinafter called the "City"), its successors and assigns, and Statewide Security Systems, Inc. (hereinafter called the "Contractor").

W I T N E S S E T H:

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. Statewide Security Systems, Inc. will own, operate, and maintain video surveillance cameras on behalf of the City of Columbia; the City of Columbia will own the data collected by the cameras. Statewide Security Systems, Inc. agrees to work with the Columbia Police Department to coordinate the installation of cameras in select locations throughout the City of Columbia. The proposed camera locations will be determined by the City of Columbia and may involve input and guidance from the Contractor. Some locations will remain confidential due to the covert nature of their intended use.

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 solicitation no. RFP# 00010-13-14 Video Security Services-Rebid, attached hereto as Appendix C. The Contractor has specialized knowledge to complete the project without any training from the City and shall perform the tasks in the order and in the manner that has been outlined in RFP00010-13-14, Video Security Services – Rebid and using latest applications and technology available.

If additional services are identified throughout the course of this contract period, the Contractor and City agree to negotiate the cost of those services in a fair and equitable manner. Such services may include but are not limited to live monitoring.

3. METHOD OF PAYMENT

____ A. ~~It is agreed that in no event will the total compensation to be paid for any line item hereunder exceed the maximum sum as specified in Appendix A, Negotiated Cost Proposal. It is recognized that the total project cost identified in Appendix A is an estimate based on the resources available at the time of the award. The City may elect to identify additional resources over the period of the Agreement that can result in a total project cost in excess of the amount identified in Appendix A. The decision to request Contractor provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Contractor or outside parties.~~

____ B. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Contractor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

____ C. Payment shall be made for work performed every four weeks and no later than by Thursday of the following week after the fourth week after receipt of invoice. The Contractor hereby agrees to submit all invoices in the format provided by the City as outlined in Appendix D.

____ D. City may elect to partner with outside partner agencies for the installation of cameras consistent with those being utilized via this Agreement. Contractor agrees to honor the price of the Agreement if those agencies agree to cover the cost of the camera system for a specific area and relinquish the control and access to the system to the City to allow it to be incorporated into the overall City project. Examples of such outside partner agencies may include neighborhood associations, business associations, non-profits, etc. Such systems will only be considered for acceptance by the City if the cone of sight of the camera is within the public right of way and deemed to be beneficial to public safety.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement 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. The Contractor agrees that he/she and all Contractor personnel will abide by a strict confidentiality agreement with regards to any and all activities related to this project and public safety throughout the City. At no time shall the Contractor communicate with any party other than those designated by the City Manager, Chief of Police or their designees any information pertaining to investigations, discoveries or on-going cases involving the services secured by this Agreement including, but not limited to, data reviewed, requested and/or provided to the City. In the event that Contractor receives a request, in any form (including but not limited to verbal or written requests or demands, subpoena, search warrant or Court order), of reports, data, records or documents prepared, assembled or maintained by Contractor, Contractor shall notify City within eight (8) hours of Contractor's receipt of such request or demand.

5. ACCESS TO RECORDS

The Contractor shall be able to provide data and extract information from any camera in its network of cameras, including but not limited to, those cameras owned, leased or being used by the Contractor's other customers within the Midlands region. This includes current customers and any of the Contractor's future customers within the Midlands region for the entire duration of the Agreement term. Further, the Contractor shall disclose to the City the physical location of all existing cameras within the City of Columbia and to inform the City of any additions, deletions or changes to said list within fifteen (15) days.

Contractor must provide one (1) copy of relevant video recording within four (4) hours or less, depending on the camera location, of receiving a verbal or written request from designated City personnel when the approximate time and location of an incident are provided to Contractor. For events occurring within a broad timeline (greater than 2 hour window) and/or across a multi-camera viewing range, Contractor shall confirm receipt of the request within one (1) hour and shall provide requested video data within eight (8) hours of receiving the request.

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

6. COPYRIGHT

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

7. AMENDMENTS

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

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

undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING
Statewide Security Systems, Inc. shall not assign or subcontract its rights, duties and/or obligations under this Agreement 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-subcontractors to furnish all information and reports required hereunder.

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 Contractor 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
The City may terminate this Agreement at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The Contractor fails to perform any of the services required in the Agreement, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) for the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed or services provided in conformity with the agreement plus ten percent (10%) for overhead and profit minus the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

11. INTEREST OF CONTRACTOR
The Contractor 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 Agreement or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Contractor is expected to make 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 must provide a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

13. 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, sexual orientation or national origin. The Contractor 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, 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 will incorporate the nondiscrimination requirements in all subcontracts for program work.

14. 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.

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 Agreement.

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.

17. TERM OF AGREEMENT

Initial Term: The materials, goods, and services to be provided under this Agreement shall be for an initial term of three (3) years, unless earlier terminated by either party as provided herein. Additional Term(s): The Agreement may be extended for up to two (2) additional one (1) year terms. The Agreement shall expire at the end of the initial three (3) year term, or at the end of the then-current term, unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the 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.

18. PROFESSIONAL LIABILITY INSURANCE

A. The Contractor shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.

B. The City of Columbia and SCANA shall be named as an additional insureds on the policy.

C. The minimum E&O Policy limits to be provided by the Contractor shall be $1,000,000 per occurrence and $2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Agreement.

D. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with thirty (30) day notice of cancellation, non-renewal, change in coverage, and/or restriction.

19. SCANA INSURANCE REQUIREMENTS

The Contractor also agrees to abide by all insurance requirements as required by SCANA Corporation and outlined in Appendix B.

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

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

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: Teresa Wilson

TITLE: City Manager

WITNESSES AS TO
STATEWIDE SECURITY SYSTEMS, INC.:

STATEWIDE SECURITY SYSTEMS, INC.

BY: _____

TITLE: _____

APPROVED AS TO FORM
Janne Lisowski
Legal Department City of Columbia, SC

APPENDIX A, NEGOTIATED COST PROPOSAL

Statewide Security Systems, Inc. as the vendor selected by the City of Columbia to operate and expand the City's security camera network, agrees to the pricing as negotiated by both parties and approved by City Council.

The initial rollout of 150 locations is expected to cost approximately $427,500 with an annual maintenance cost of $100,000. There will be an additional cost for live internet access of $90,000 (based on such service being provided to approximately 75 of the 150 locations). The total annual cost estimate for the 150 locations is $616,500.

The estimated installation cost of the different camera systems being used for this project is:

BRAND	CAMERA TYPE	ESTIMATED COST
SSS-NVRI	Box camera (4 per box)	2,800.00
Axis	PTZ - Pan, tilt, zoom	7,000.00
Arecont	180° Dome	5,000.00
Arecont	360° Dome	6,000.00

Other Contractual Charges:

a) There will be a monthly cost of of $55 per camera box/location for the operation, maintenance, and data retrieval/analysis associated with each box/location.

b) There will be a monthly cost of $100 per month per camera for Axis and Dome cameras.

c) The monthly cost for internet connection to each box/location is $100/location. Some selected camera locations may not have the necessary connections or communication speeds. If the City selects a location where the monthly internet cost exceeds $100 per month, the Contractor is required to contact the City and discuss details to why the cost exceeds $100 per month, internet speeds available, and actual monthly costs of service at that location. Only after the Contractor receives written approval from the City can he proceed with the installation.

   The Contractor and the City have the option to work together with an internet provider to determine if the monthly internet cost can be reduced based on quantities. If the monthly internet cost is reduced, the City will be billed the new negotiated monthly amount.

d) There will be a charge of $100 per camera relocation.

e) There will be a charge of $75/hour for use of the Contractor's monitoring.

f) The typical camera box setup includes a box with 4 cameras. There will be a charge of $300 per camera added to the typical setup.

APPENDIX B, SCANA INSURANCE REQUIREMENTS

Required Insurance for Camera Attachments (SCANA REQUIREMENTS)

Contractor must provide and maintain, until the work is completed and accepted, minimum insurance coverage as follows:

1. **Commercial General Liability** without limiting endorsements on an occurrence basis to cover the Contractor and its employees for all liability for bodily injury, property damage and personal injury with the following minimum limits:

General Liability	$	2,000,000
Products/Completed Operations Aggregate	$	2,000,000
Personal & Advertising Injury	$	1,000,000
Each Occurrence	$	1,000,000
Fire Damage	$	100,000
Medical Expense	$	5,000

Policy must include Contractual Liability covering all contractual agreements, both oral and written.

The General Liability policy must be written to include the following coverages:

Completed Operations/Products
Independent Contractors

2. **Automobile Liability** applicable to all automobiles owned, hired, rented or used by the Contractor and automobiles not owned by but used on behalf of the Contractor. In the event the Contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage. Policy will provide the following minimum limits:

Combined Single Limit	$1,000,000
OR	
Bodily Injury Per Person	$1,000,000
Bodily Injury Per Accident	$1,000,000
Property Damage	$1,000,000

3. **Workers' Compensation** - Statutory and Employer's Liability with the following minimum limits:

Each Accident	$1,000,000
Disease – Policy Limit	$1,000,000
Disease – Each Employee	$1,000,000

APPENDIX B, SCANA INSURANCE REQUIREMENTS
Continued

- All Certificates of Insurance MUST show Contractual Liability spelled out.
- All insurance shall be with sound insurance companies which have an AM Best rating of A-VII as the minimum and are authorized to do business in the state where the Work is performed.
- A failure of Contractor to provide the required certificate of insurance or Contractor's submission of a certificate of insurance not in conformance with the insurance requirements stated herein shall not relieve Contractor from the obligation to have in force the required insurance coverages.
- Contractor's insurance policies shall not have any "other insurance" clause or language that would jeopardize the primacy of Contractor's insurance with respect to SCANA's self-insured retention or excess insurance policies.
- Coverage provided by Contractor shall be primary and non-contributory.
- Contractor shall accept, in connection with the Contract, the provisions of all the workers' compensation laws of the state in which the Work is performed and any re-enactments and supplements thereto. In addition, Contractor shall maintain workers' compensation coverage for all Contractor employees performing the Work, regardless of whether required to do so by state law.
- Contractor's insurance agent/broker must provide to City and SCANA in writing 60 days' notice of policy change or cancellation for all policies required on the project.
- Contractor must provide copies of insurance policies to City and SCANA Corporate Insurance Department in the event of a loss.
- Contractor shall likewise require its contractors or subcontractors, if any, to carry at least the minimum insurance as described in this Appendix.
- Contractor must submit copies of all applicable insurance certificates on Accord forms showing the certificate holder as:

SCANA Corporation and/or its subsidiaries
c/o Supplier Strategy – MC D211
Cayce, SC 29033

APPENDIX C, RFP# 00010-13-14 Video Security Services-Rebid
(Complete RFP attached)

APPENDIX D, Sample Invoice for use by Statewide Security Systems

Cross Safe
Crossing Guard Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP019-20-21-NMJ Crossing Guard Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Cross Safe, (hereinafter referred to as the Contractor), to provide crossing guard services for the City of Columbia, SC.

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

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

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of 11 months, beginning on or around August 1, 2021, or as soon thereafter as

agreed upon by the parties, and ending on June 30, 2022, with the option to renew or continue with work for up to three (3) additional one school year periods at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed Two Hundred Eighty-Nine Thousand, Eight Hundred Forty-Three Dollars and 20/100 ($289,843.20).

   B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice 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 Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Contractor 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 Contractor has received payment from the City.

2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the 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 Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor

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, Contractor debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

The Contractor must comply with the affirmative action terms and conditions as outlined herein. The Contractor, shall in the performance of the 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	N/A	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) - **Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of 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 Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé

and that the City is not a party to the Implementation Plan. The Contractor agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

A. The Contractor shall procure and shall maintain during the life of this 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 Contractor 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 Contractor shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Contractor shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($1,000,000) per occurrence, and Two Million Dollars and no/100 ($2,000,000)

dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subconsultant of the Contractor 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 Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its 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 Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any

federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Agreement. The Contractor shall be responsible for any costs relating to same.

B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this 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 Contractor s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

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

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

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

11. **INTEREST OF ENGINEER** – 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 Agreement or which is adverse to the interests of the City. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

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

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

    B. The Contractor 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 Contractor 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 Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall

be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

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

Cross Safe
Name: Brian A Haupricht
Title: President
Address: 4900 Old Pineville Road, Suite B
Charlotte, NC 28217
Phone: (704) 377-1755
Fax: (704) 3773155
Email: hauprichtb@parkinc.com

16. **CONSENT DECREE** - **Non-Applicable**

A. The services performed by the Contractor 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 Contractor by the City and is incorporated by reference herein. The Contractor 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 Contractor 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 Contractors possession or control that relate in any manner to the Contractors performance under this Agreement ("Preserved Documents"). Upon the Contractors performance of all services required under this Agreement, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor 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 Contractor 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 Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor 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 Contractors rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor 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 Contractor 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 Contractors failure to perform pursuant to the Agreement.

E. The Contractor shall perform the services pursuant to this Agreement using sound Contractor practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

B. The Contractor shall be responsible for performance of all services required by this Agreement. The Contractor does not act as the City's agent or employee.

C. The Contractor will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees

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

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

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

G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

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

I. This Agreement is subject to City Council approval.

J. The Contractor acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not,

directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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

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

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

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

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

selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

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.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

CROSS SAFE

_____ _____ **Date:**_____

Print: **Name/Title** **Signature**

(Corporate Seal)

Attest

_____ **Date:**_____

Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

7/7/2021

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A - SCOPE OF SERVICES

A. Licenses and Certifications.

All Offerors shall possess a valid and current State of South Carolina Business License. Any Offerors/Respondents who do not possess a valid State of South Carolina Business License at the time submissions are due will be found non-responsive.

All Offerors shall possess a valid and current City of Columbia Business License at the time of the solicitation due date. Any Offerors/Respondents who do not possess a valid City of Columbia Business License at the time submissions are due will be found non-responsive.

B. Project Specific Licenses and Certifications –

Be required to carry a current South Carolina Security Officer Registration Card on their person at all times while on duty**.**

C. Services

General Duties

The contractor shall furnish the necessary security personnel and equipment to provide proper protection of students. The crossing guard personnel are required to perform the following duties:

1. Permit only duly authorized persons to enter the premises.

2. The Contractor shall name a crossing guard supervisor (Roving Supervision) in order to properly supervise and coordinate guard operations of the school. The Contractor shall direct job duties and responsibilities of crossing guards through this supervisor. Duties of the supervisor shall be consistent with accepted principles of security operations, as assigned and directed by the City of Columbia Police Department. The will include as a minimum, the following:

- The City will require mandatory reporting for each assigned post for each assigned shift. No Exceptions.
- In conjunction with the City or his/her designee, develop and maintain up-to-date written security procedures for cross guards.
- Insure that all newly assigned guards are thoroughly briefed on the City's crossing guard duties, policies and procedures.
- Assure that any problems, incidents, etc. through daily guard (shift) reports are immediately brought to the attention of school officials as appropriate.
- Coordinate requests for special guard needs and other duties that may be assigned by the City of his/her designee consistent with accepted principles of security operations.

Cross Guard Coverage General Requirements

1. When students are present, Monday – Friday, a guard should be present during the morning and afternoon shift as designated by the Columbia Police Department by assignment.

2. There will be five (5) week days when students are present, requiring four (4) hours of guard duty per day.

3. Guard personnel shall also perform any additional future duties which the City and Contractor may agree upon in writing after these duties have been duly authorized in writing by proper authority. Such duties

may include, but not limited to monitoring of specific building equipment and exterior security lighting, inspection of fire detection and control equipment.

4. Guard personnel shall perform their duties in compliance and in accord to the Contractor's Standard Operating Procedures as outlined in *Exhibit – Crossing Guard Duties*. Upon request by either party, designated vendor management shall meet with the City for the purpose of discussing any problems which may arise and the proper resolution of these problems.

5. The Contractor will understand that 100% minimum staffing is a requirement and fully expected to be met.

Cross Guard Specific Requirements

1. The Contractor will insure a professional, reliable and efficient effort to protect the City's property, buildings, employees and visitors against safety hazards.

2. The City may on occasional basis or as otherwise agreed between the parties, give Contractor eight (8) hours prior notice of variations in the service requirements; said time at which the services are to commence, the projected duration of the service, and location(s) at which the services are to be performed. The City shall, in all instances, have the right to adjust hours and location(s) of service in its sole and absolute discretion.

3. Contractor agrees to make every effort to supply service on an emergency basis (that is, less than 8-hours advance notice) when required by the City during the term of this contract. Accordingly, the Contractor shall confirm in each instance whether or not it can provide the particular emergency service when the City requests such service.

4. For the purposes of this contract, the City representative shall be the City of Columbia Police Department or designee. This representative shall initiate all request for changes in, or augmentation of, services.

Contractor's personnel/crossing guards shall:

1. Be required to carry a current South Carolina Security Officer Registration Card on their person at all times while on duty at the City and shall be required to produce such card at any time, upon request, by designated management officials of the City or any SLED agent. The City shall retain the expressed right to request the Contractor relieve and replace any guard who does not have the required cards on their possession; and the Contractor shall be obligated to do so at no expense to the City and with no interruption of services being provided.

2. May be subject to specific approval by the City based on an interview with the City of Columbia Police Department.

3. Be fully trained and instructed by Contractor, consistent with their classification and in accordance with Contractor's highest standards.

4. Be the subject of a thorough background investigation, confirming applicant has no criminal background, and the results of that investigation furnished to the City before that person begins duties at the City, the results of which Contractor shall certify to the City and which results shall disclose that the subject:

    - Has no police record of conviction for a crime during the last seven (7) years, other than minor traffic infractions.

- Is a United States Citizen; and has not received, in the event of service in the armed forces of the United States or any police or fire department, a dishonorable discharge, or in the case of reserve armed forces, a release to inactive duty under dishonorable circumstances.

- The contractor will ensure that all crossing guards meet and adhere to the SC Code of Law, Section 40-18-80.

- Be well qualified physically, mentally, and emotionally for performance of the service to be provided to the City under this contract.

- Will be released for solo duty only upon successful completion and master of the City's required training to be performed under this agreement at the Service Area. No compensation whatsoever shall be payable by the City to the Contractor in regard or respect to such training. (This shall apply only to cross guards performing regularly scheduled duties at school locations, not for extra unscheduled guards).

Attire/Uniforms while on duty

All Contractor's personnel furnished to the City under this contract shall perform in a proper and dignified manner, shall avoid using force except when reasonably necessary to protect persons and property at the City, and shall immediately notify the Columbia Police Department of all instances where the safety of such persons and/or property are or may be jeopardized. In the event that the Columbia Police Department is not immediately available; Contractor shall notify the nearest available public emergency agency.

In all instances where a public emergency agent is summoned or notified, Contractor's personnel will file a complete written incident report as soon as practicable with Columbia Police Department. It is understood that all personnel performing services for the City shall be responsive to the Columbia Police Department, or his or her authorized representative, for all specific services required, No Exception.

Crossing Guard Coverage

1. Crossing Guard coverage is defined as a person that directs or escorts pedestrians across streets, stopping traffic as necessary to ensure safety.

2. Standard shift and hours of services Monday – Friday, four (4) hours a day per location are:
   - Morning Shift: 6:45 a.m. until 8:45 a.m. (2 hours)
   - Afternoon Shift" 1:45 p.m. until 3:45 p.m.

Vendor Employees

1. All crossing guards provided shall be employees of the crossing guard Contractor. The cross guard agency shall pay all salaries, Social Security taxes, Federal and State unemployment insurance and any other required taxes relating to such employees. Contractor is allowed to subcontract with another vendor in order to meet obligations of this contract.

2. Physical Conditions of Guards: Assigned cross guards must be in good physical health and condition and shall have no physical disability which restricts or impairs performance of all duties and responsibilities normally expected of a cross guard.

3. Code of Conduct: All cross guards assigned shall be bound at all times by a code of conduct which strictly regulates their personal appearance, conduct, attitude and contact with people.

Guard Attire

1. The agency shall apply all crossing guards assigned with appropriate professional uniforms and name tags, and any special safety equipment required in the performance of their duties. Guards shall be attired in the same uniform/attire – No Exception. The City reserves the right to determine if guard's attire & conduct is appropriate.

2. All guard agency uniforms must be clearly distinguishable from that of an official law enforcement officer as provided for in the SC Private Detective and Security Agencies Rules and Regulations.

3. The City shall have the right to specify the uniform to be worn by the Contractor's personnel. However, all uniforms worn by such personnel shall be supplied by the Contractor and shall be neat, clean, well pressed, and in good condition. The City shall inform the Contractor if the uniforms worn by any of its personnel, whose services are furnished by Contractor to the City under this agreement, are not satisfactory. On receipt of such information by Contractor, Contractor shall correct all items mentioned by the City within five (5) business days.

Training Guard and Records

1. A certified company training guard shall have met all requirements for such as established by law and recognized by the State Law Enforcement Division (SLED) as stated in 73-420. This includes all initial training and requirements for refresher or update training as may be required by SLED.

2. A current formal training record on each officer assigned shall be established and maintained to formally document all training provided. Such records shall include training required by law for registration by SLED and any specialized training the guard has received. All such training records shall be made available to the City upon request.

Supervision

The agency shall be responsible for the direct supervision of all assigned officers through its designated representative (Cross Guard supervisor) at the premises to which this contract relates. Such representative shall in turn be available at reasonable times to report to and confer with the designated representatives of the City with respect to services.

Administrative Supplies

The agency shall provide all registration forms, incident report forms, log books, investigation report forms, check off sheets and other administrative supplies necessary to carry out all requirements of the contract.

Polygraph Test

Crossing Guard's involvement or suspected involvement in any allegation or misrepresentation will require that they submit to polygraph testing at the agency's expense.

Special Terms and Conditions

1. In the event any proceedings in any court or in any administrative or arbitral tribunal (excluding proceedings in which Contractor or Contractor's personnel are involved as parties) stem from events to which any of the Contractor's personnel providing service to the City are required to testify, Contractor shall, on the City's instructions, make said personnel available for pretrial or other preliminary examination, interviews, and attendance as such court or tribunal in connection with such proceedings,

and Contractor shall charge and the City shall pay, for such services of said personnel at the same prevailing rate provided for in this agreement.

2. In the event Contractor is advised by the City or otherwise becomes aware of any violation of law committed or allegedly committed by any of the Contractor's personnel furnished to the City, Contractor shall bring such violation or alleged violation to the attention of the appropriate law enforcement authorities and shall cooperate fully in any requested investigation and any resulting prosecution including, if requested either by the City or any law enforcement officer or agency, the signing of a complaint, information or similar process, all without cost or expense to the City.

3. The City shall have the right, in its sole discretion, to reject the services of any person supplied by the Contractor pursuant to the City opinion said person is not fit for duty (for example, evidence in drinking, improper uniform, poor hygiene, etc.). The City shall not be liable to Contractor for payment of any compensation as specified below for the services of such rejected person.

4. Contractor shall furnish services to the City under this contract fully in accordance with the terms and conditions of the contract in spite of any state, national, or other emergency, state of war, or condition of enemy attack, labor dispute, or disturbances involving the City employees, insurrection civil disobedience, riot or mob action. Contractor shall continue to furnish service according to the contract notwithstanding the existence of any labor dispute involving its personnel.

5. In the event that the City of Columbia Police Department requests any other specific personnel of Contractor to work overtime (that is more than forty (40) hours in one week), the City shall pay the Contractor for such overtime work. The Contractor will provide written approval from the requesting Police Department official for personnel of the Contractor to work overtime.

6. In the event that Contractor fails to provide the complete guard staff as specified or duly ordered in advance by the City and agreed to be provided by Contractor, the City may employ or retain on duty another or others to cover the duties that personnel of Contractor would have covered. If the City is required to pay rates higher than the fee the City would have paid Contractor for such personnel, Contractor agrees to credit the difference in hourly wage of each such person to the City, provided that the Columbia Police Department certifies in writing to Contractor within the billing period that said extra cost have been incurred.

The City reserves the right to add additional Crossing Guards as needed.

EXHIBIT – B SCHEDULE/LOCATIONS for COMPLETION OF SERVICES

2021/2022 Service Locations for Crossing Guard Personnel

The following schools are included in this agreement:

Hand Middle School	Hyatt Park Elementary School
Carver-Lyon Elementary School[1]	Watkins-Nance Elementary School[2]
A.C. Moore Elementary School[3]	Rosewood Elementary School
South Kilbourne Elementary School	Alcorn Middle School
Anne Burnside Elementary School	Caughman Elementary School
Meadowfield Elementary School	Brennan Elementary School[4]

[1] Staffed intersections for Carver-Lyon Elementary will be: (1) Elmwood @ Waverly; and (2) Barhamville @ Ithica
[2] Staffed intersections for Watkins-Nance Elementary will be: (1) Two Notch @ Covenant; and (2) Barhamville @ McAllister
[3] Staffed intersections for A.C. Moore Elementary School will be: (1) Harden Street @ Kiawah; and (2) Rosewood Drive @ Etiwan
[4] Staffed intersections for Brennan Elementary will be: (1) Kilbourne Road @ Brennan; and (2) Deveraux @ Brennan

2021/2022 Schedule for Crossing Guard Personnel

The academic calendar days are approximately 180 per calendar year but are subject to adjustments. The hours requested will cover two shifts: AM shift from 6:45 AM to 8:30 AM and PM shift from 1:45 PM to 3:30 PM.

EXHIBIT C - COMPENSATION

Hours Per Day	Academic Calendar Days	# of Guards	Rate Per Hour	Total
4	180	16	$25.16	[illegible]

*Schedule subject to change based on client requirements.

EXHIBIT D - BUSINESS INFORMATION STATEMENT FOR SUBCONSULTANTS/SUBCONTRACTORS

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

AF — Asian American Female AM — Asian American Male
BM — African American Male FB — Non-Minority Female Owned
HM — Hispanic American Male NF — Native American Female
BF — African American Female
HF — Hispanic American Female
NM — Native American Male

COMBINED TOTAL SUB AMOUNT $ N/A
TOTAL CONTRACT AMOUNT: S 289,843,20

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

Business Name: - Everything Parking Inc dba Cross Safe

Representative Name/Title: Brian Haupricht, President

Date: 6-27-21

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Spartan Fire and Emergency Apparatus, Inc. ("Company"), and City of Columbia (Fire Department), a Career Department ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.
   a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
   b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
   c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
   d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
   e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $737,511.94 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 12.0 – 14.0 months of the Effective Date of this Agreement, F.O.B. Columbia, SC. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from

the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company	Customer
Spartan Fire & Emergency Apparatus	City of Columbia (Fire Department)
319 Southport Road	1800 Laurel Street
Roebuck, S.C. 29376	Columbia, S.C. 29201

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of South Carolina.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY SIGN HERE

Name: [signature]

Title: PRESIDENT

Date: 6/28/21

CUSTOMER: City of Columbia (Fire Department)

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
6/16/2021

EXHIBIT A

PURCHASE DETAIL FORM
Spartan Fire and Emergency

Date: April 16, 2021

Customer Name: City of Columbia (Fire Department)

Quantity	Chassis Type	Body Type	Price per Unit
1	2022 Enforcer	Pumper	$670,011.94
1	Loose Equipment		$65,000.00
1	SC State Sales tax		$500.00
1	HGAC Fee		$2,000.00
			Total $ 737,511.94

Prepayment Discount: If the City of Columbia chooses to pay 50% down net 30 days from contract signing a discount of -*$17,359.00* will be applied to the final payment.

Warranty Period: As per Proposal Submitted

Training Requirements: Training at the Fire Department after Delivery

Other Matters:

Payment Terms: Net due at delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of South Carolina.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF 16th day OF April 2021. BETWEEN COMPANY AND City of Columbia Fire Department WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B

WARRANTY

AS PER PROPOSAL SUBMITTED

EXHIBIT C

COMPANY PROPOSAL

AS PER PROPOSAL SUBMITTED

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-19	Date Prepared:	04/16/21

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Columbia Fire Department	Contractor:	Spartan Fire and Emergency Apparatus/Pierce Mfg.
Contact Person:	Assistant Chief Mickey Folsom	Prepared By:	Alan Axson
Phone:	803-545-3730	Phone:	866-582-2376
Fax:	N/A	Fax:	N/A
Email:	mickey.folsom@columbiasc.gov	Email:	aaxson@spartanfire.com

Product Code:	FS19VC07	Description:	Pierce Enforcer, 4-Door, Full Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pumper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $530,667.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
102 - Add Frame Liner Custom	$1,902.00	192 - Cab Windows Factory Tint	$528.00
141- Cummins L9 450 HP to Detroit DD13 470 HP	$21,166.00	208 - Spare 12V Wiring x 3	$438.00
149 - EVS 3000 to 4000	$10,130.00	223 - Camera System	$2,246.00
151 - Agrressive Down Shift	$150.00	231 - Intercom System	$2,624.00
159 - Add Extended Bumper	$2,448.00	234 - Intercom Headset - Wired x 3	$1,674.00
161 - Bumper Tray with Cover x 2	$2,030.00	235 - Intercom Headset - Wireless	$1,069.00
166 - Linex Bumper Coating	$417.00	240 - Kussmaul Charger	$1,915.00
170 - Raised Roof	$2,384.00	245 - Auto-eject 20 Amp	$567.00
172 - Full Height Door with Raised Roof	$2,274.00	249 - Batteries Six (6) Total	$1,114.00
174 - Mounting Plate on Engine Tunnel	$529.00		
185 - Clean Cab Base Option	$1,619.00	**Subtotal From Additional Sheet(s):**	$74,071.00
186 - EMS Compartment in Cab	$2,797.00	**Subtotal B:**	$134,092.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$65,252.94
		Subtotal C:	$65,252.94

Check: Total cost of Unpublished | **For this transaction the percentage is:** | 10%

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

Quantity Ordered:	1	of A + B + C:	730011.94	=	Subtotal D:	$730,011.94

E. H-GAC Order Processing Charge (Amount Per Current Policy) .014778325 — **Subtotal E:** $2,000.00

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

Description	Cost	Description	Cost
South Carolina IMF (Sales Tax)	$500.00		
Pre Con and Final Inspection	$5,000.00		
		Subtotal F:	$5,500.00

Delivery Date:	13 -14 Months	G. Total Purchase Price (D+E+F):	$737,511.94

			Published	Unpublished
Number	Qty	Description	Options	Options
264	6	12V LED Flood Recessed or Surface (per light) B	$ 11,652.00	
272	1	Flush Back Body Option	$ 1,284.00	
278	3	Additional Hosebed Divider	$ 1,599.00	
279	1	NY Style Hosebed	$ 3,013.00	
293	1	Ladder Storage Next to Tank	$ 5,077.00	
296	1	LED Compartment Lighting Base Upgrade	$ 1,974.00	
303	1	Direct Tank Fill Manual	$ 1,411.00	
307	2	Trough Hard Suction Each	$ 3,472.00	
310	6	Adjustable Compartment Shelves	$ 1,260.00	
319	3	Pegboard in Compartment	$ 1,752.00	
334	1	Increase Pump from 1250 to 1500 GPM	$ 2,812.00	
343	1	1.50" Discharge Front Bumper	$ 2,368.00	
347	1	Add Front Suction Inlet	$ 7,603.00	
350	3	2.50" Discharge Additional	$ 5,688.00	
357	1	Extenda Gun 18"	$ 4,477.00	
369	1	Hose Reel, Above Pump	$ 3,505.00	
371	1	Akron 3096-95 GPM Single Agent	$ 6,114.00	
382	1	Foam Cell	$ 1,644.00	
392	1	Tank Level LED Group	$ 1,434.00	
422	1	Q2B Siren	$ 4,322.00	
428	1	Traffic Directing Lightbar "A"	$ 1,610.00	
74619	1	Drain Front Outlet		$ 252.94
LE	1	Lot of Miscellaneous NFPA Loose Equipment		$65,000.00
740619				

Base Bid	$530,667.00	
Published Options	$74,071.00	
Total Published Options	$604,738.00	
		10.79%
Unpublished Options	$65,252.94	
Total Options w/o HGAC Fee	$669,990.94	

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HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 18-6858
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Columbia, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 1800 Main Street, Columbia, Sc, 29201

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 5/31/2018 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 7/1/17 and ends * 6/30/18. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

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ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* City of Columbia
Name of End User *(local government, agency, or non-profit corporation)*

* 1800 Main Street
Mailing Address

* Columbia SC 29201
City State ZIP Code

*By: Teresa Wilson
Signature of chief elected or appointed official

* Teresa Wilson, City Manager
Typed Name & Title of Signatory

Date 5/31/2018

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: DocuSigned by: 82EC270D5D61423...
Executive Director

Date: 6/22/2018

**Denotes required fields*

rev. 12/15

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Hazen and Sawyer
Pineview Industrial Park Water Capacity Study WM4621

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-20-21-NMJ Project Management and Capacity Assurance Program Professional Services for the City of Columbia.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Hazen and Sawyer, (hereinafter referred to as the "Consultant"), to perform hydraulic simulations to determine the current available capacity of the water system.

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

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

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Sixty-Four Thousand, Four Hundred Thirty-Five Dollars and No/100 ($64,435.00).

   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

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have

been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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	N/A	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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

7. MENTOR-PROTÉGÉ PROGRAM (http://www.columbiasc.net/business-outreach/) - **Non-applicable**

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain

capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

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

INDEMNIFICATION & INSURANCE

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

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

   Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are

covered by the protection afforded by the Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities,

expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

8. PERMITS & LICENSES

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment

Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

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

10. **INTEREST OF 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 Consultants 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.

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

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

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

Hazen and Sawyer
Name: William (Bill) Orne
Title: Program Manager
Address: 1122 Lady Street, Suite 1230
Columbia, SC 29201
Phone: (803) 567-4907
Email: borne@hazenandsawyer.com

16. **CONSENT DECREE** - **Non-Applicable**

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered

by the United 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 Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate

the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor/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 the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant operations, including, but not limited to the Consultant employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made

available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:
Witness	**Teresa Wilson, City Manager**	

HAZEN AND SAWYER

Alan L. Stone, Vice President		**Date:** June 28, 2021
Print: Name/Title	**Signature**	

(Corporate Seal)

Attest

	Date: June 28, 2021
Signature	

APPROVED AS TO FORM

Legal Department City of Columbia, SC

6/16/2021

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation/Hourly Billing Rates

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP# WM4621
Work Order for Engineering Services Pineview Capacity Study

The City of Columbia (City) has received inquiries as to the availability to serve potential customers in the Pineview Industrial Park area of the system near the Shop Road extension. Several capacity requests are in excess of a million gallons a day and have the potential to impact the system performance and existing customer services. The City requested that Hazen and Sawyer (Hazen) perform hydraulic simulations to determine the current available capacity in this portion of the water system. Hazen will include key large users in this portion of the system as well as determine available capacity of the existing distribution system to support additional flows from potential users. These simulations will be performed under current peak day and hourly flow conditions. The available capacity will be developed based on the criteria prescribed by the City but will also meet minimum standards required by the South Carolina Department of Health and Environmental Control.

The City also requests that Hazen consider alternative system improvements to help achieve additional distribution capacity to help serve potential customers in the Pineview Industrial Park area. Consideration will be given to system potential storage improvements, transmission improvements, and/or system operational modifications to achieve additional capacity.

The following provide the scope of work needed to meet the City's capacity assessment objectives:

Task 1 – Data Review and Kickoff

Prior to the kickoff meeting, review relevant system improvements affecting the study area and requested data from City. The data anticipated includes but is not limited to the following:

- 12 consecutive months of water plant production data
- Large industrial user consumption data located in and around the Pineview Industrial Park area
- Record information of water main improvements associated with the Pineview Industrial Park area.
- Record information of the high service pumping and header configuration at the Canal water treatment plant.
- Notable operational changes in the system such as tank levels and pressure reducing valve settings.

Prior to the kickoff meeting, provide the City a proposed agenda that outlines project and meeting goals. Provide a list of questions from data review and request of additional information required based on review of data provided. Hazen will:

- Lead Kickoff Meeting (with the City's and Hazen's key team members in attendance).
- Discuss Deliverables, Future Meeting Dates, and Project Schedule.
- Prepare and issue Kickoff Meeting Notes for City review and comment.

Task 2 – Model Study Area Update and Verification

The model will be updated to incorporate relative system improvements that affect the Pineview Industrial Park area since the model was last updated. Hazen will:

- Update hydraulic system model from record drawings provided by the City. The latest capital improvement projects and system control valves will be added. New pipes associated with the study area larger than 12-inch will be added.
- The pressure zone boundaries and controls in the southeastern region of the system will be reviewed to identify, check, and resolve boundary questions with City staff. The new pressure reducing valve along Pineview Road will be added to the model.
- Bulk demands will be updated for the system based on overall plant production flows. Specific industrial demands will be updated and added to the Pineview Industrial Park area.
- Review the pump curves for the new Canal water treatment plant high service pumps and incorporated them into the model using information provided by City of Columbia. The model's pump controls will be reviewed with the City's staff. The model's tank data and controls will also be reviewed and updated as needed.
- Review recent fire flow test results that will be given from the City. The tests will consist of flow and pressure measurements for checking localized model calibration in specific areas. Additional fire flow tests may be required to verify model components near the Pineview Industrial Park area. Any additional hydrant test will be performed by the City.
- The model will be calibrated/verified using the fire flow tests and corresponding SCADA or recorded tank data from the time the tests were performed. Calibration is considered adequate when model is within 5 psi of fire flow test and 10 ft of HGL.
- A workshop will be held with City to review the model update and calibration. The City will provide feedback on any adjustments necessary to ensure model accurately represents the distribution system.

Task 3 – Pineview Capacity Evaluation

- The average day and maximum day demands will be estimated for the plant production records. Previously determined peak hourly flow factors for the system will be used to evaluate peak hour flow impacts on the system.

- Demand will be applied to the system in the Pineview Industrial Park area until system performance criteria is exceeded. The system demands will be analyzed for average day, peak day and peak hourly conditions. The resulting demand will be the basis for establishing the available capacity of the system.

- Using the calibrated hydraulic model, capital improvements alternatives will be developed to bolster system capacity when certain demands are reached. CIP projects will ensure minimum system pressures are maintained, adequate fire flow is available, sufficient storage volume is provided, and suitable water age is maintained.

- A workshop will be held with City to review the system evaluation. Results from the system evaluations and preliminary CIP projects will be presented. Feedback will be implemented in the model and applied to the alternative CIP development

Task 4 – Capital Improvements Plan

- Finalize CIP project alternatives for the City water system based on the analysis completed in Task 3 and as agreed upon in the analysis review workshop

- Develop capital cost estimates for each CIP project alternative in present day dollars. Understandably, the current construction market is extremely volatile, and estimates could be extremely inflated. However, they will help provide a relative comparison of the alternatives.

- Provide the City with a Technical Memorandum describing the simulation results and CIP alternatives.

- A summary chart of recommendations along with the potential added capacity will be provided in addition to the Technical Memorandum for City staff to use as a reference.

- A workshop will be held with the City to present the final results and recommendations.

EXHIBIT B

PROJECT SCHEDULE

City of Columbia
CIP# WM4621
Work Order for Engineering Services Pineview Capacity Study

The Technical Memorandum will be completed for submission within eight (8) weeks of written notice-to-proceed (NTP) by City of Columbia. Table 2 summarizes the key project milestones.

Table 2 – Project Schedule

Task No.	Task Description	Weeks from NTP
1	Kickoff	0
2	Model Update	4
3	Pineview Capacity Evaluation	6
4	Technical Memorandum	8

EXHIBIT C

COMPENSATION

City of Columbia
CIP# WM4621
Work Order for Engineering Services Pineview Capacity Study

The work to be performed under this agreement, based on the list of potential services in Exhibit A, will be completed on a Task Order basis, whereby a separate Task Order will be prepared by the Consultant for each assignment with a scope of work, upper limit cost, and a schedule that will be approved by the City.

The Total Cost of the individual Task Orders shall not exceed the Contract Value. The Consultant shall be compensated for actual work performed on an hourly rate schedule provided in Exhibit C.

Table 1 – Cost Breakdown by Fiscal Year

Task	Not-To-Exceed Cost Ceiling	Funding Year
Data Review and Kick-Off (NTE)	$5,370	FY 21/22
Model Study Area Update and Verification (NTE)	$19,080	FY 21/22
Pineview Capacity Evaluation (NTE)	$17,295	FY 21/22
Capital Improvements Plan (NTE)	$22,690	FY 21/22
Total Contract Value:	**$64,435**	**FY21/22**

The Consultant will provide hourly services upon issuance of the Notice-To-Proceed for the period of funding, typically a fiscal year. This contract has an initial expiration date of June 30, 2022 but can be extended by mutual agreement for two additional one year periods up to June 30, 2024.

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates as noted within Table 2 Exhibit C. The hourly rates provided shall include all expenses.

EXHIBIT C

HOURLY BILLING RATES
FY21/22 Hazen and Sawyer

City of Columbia
CIP# WM4621
Work Order for Engineering Services Pineview Capacity Study

The project work shall be performed on an individual Task Order basis and will be billed based on the following billing rates. The Task billing shall not exceed each approved individual Task Order Budget.

Hazen and Sawyer shall be allowed to adjust employee hourly rates on an annual basis starting in July 2022. Adjustments shall not exceed 3% per year. Table 2 below summarizes the FY21/22 Hazen Billing Rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 2 : FY21/22 Hourly Billing Rates

Employee Classification	Billing Rates ($/hr)
Vice President	$253.00
Associate Vice President	$230.00
Senior Associate	$215.00
Associate	$185.00
Senior Principal Engineer	$160.00
Principal Engineer	$140.00
Engineer	$131.00
Assistant Engineer	$115.00
Senior Principal Designer	$150.00
Principal Designer	$130.00
Designer, GIS Technician	$105.00
Administrative	$73.00
Technicians	$45.00

EXHIBIT D

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ 0

TOTAL CONTRACT AMOUNT: $ 64,435

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

Business Name: Hazen and Sawyer

Representative Name/Title: Senior Associate

Date: 6/4/2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

EXHIBIT E

PROJECT AREA MAP

City of Columbia
CIP# WM4621
Work Order for Engineering Services Pineview Capacity Study

Project Study Area:

We Are Columbia

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-20-21-NMJ Project Management and Capacity Assurance Program Professional Services for the City of Columbia.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Hazen and Sawyer, (hereinafter referred to as the "Consultant,"), to provide Capacity Assurance Program professional sewer collection system hydraulic modeling support to assist City staff related to the oversight and operation of the Capacity Assurance Program for the City of Columbia, SC.

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

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

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

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

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

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

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Fifteen Thousand Dollars and No/100 ($115,000.00).

   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

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The

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

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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	N/A	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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

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

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé

and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($1,000,000) per occurrence, and Two Million Dollars and no/100 ($2,000,000)

dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured.*

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any

federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

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

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

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

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

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

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

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

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

    B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall

be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

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

Hazen and Sawyer
Name: William H. Orne
Title: Senior Associate
Address: 1122 Lady Street, Suite 1230
Columbia SC 29201
Phone: (803) 779-0001
Email: borne@hazenandsawyer.com

16. **CONSENT DECREE** - **Non-Applicable**

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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 B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

E. The Consultant shall perform the services pursuant to this Agreement using sound Consultanting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and 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 the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including

selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This 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.

S

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

HAZEN AND SAWYER

H THOMAS TANT/VP _____ **Date:** 6/23/21

Print: Name/Title **Signature**

(Corporate Seal)

Attest

Alicia B Patterson _____ **Date:** 6/23/21

Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

6/22/21

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP# SS7595
Capacity Assurance Program Hydraulic Modeling Professional Services

Project Description

Services provided by Hazen and Sawyer (Consultant) to the City of Columbia (City) under Project SS7595 – Capacity Assurance Program (CAP) Hydraulic Modeling Professional Services will provide CAP professional sewer collection system hydraulic modeling support to assist City staff related to the oversight and operation of the Capacity Assurance Program that is required by the Consent Decree.

Hazen and Sawyer services under this project will be engaged on an as-needed basis on a Task Order basis. Past history suggest that engineering assistance may be approximately 20-30 hours per month. The Consultant shall provide timely input on all request for professional engineering assistance.

In general, the Consultant shall coordinate with the City and the City's Clean Water 2020 (CW2020) Program Manager on all aspects of the CAP including, but not limited to:

Periodic Review of CAP Requests

- Follow standard processes developed by the City and CW2020 for the CAP.
- Provide assistance to the CAP Manager or designee to perform discrete area computer model simulations (or hydraulic analyses) to support the evaluation of individual CAP and PreCAP Requests.
- Perform detailed capacity analyses (as requested) on gravity sewer, pump stations and force main systems utilizing the City's Hydraulic Model and complete the analyses based on the CAP Analysis and Documentation requirements in the CAP. This may include extending the existing Hydraulic Model to simulate discrete CAP/Pre- CAP requests.
- Present completed CAP analyses to the City for review and approval. Prepare written or oral reports and technical memos as needed to document and support the system analyses preformed.
- Coordinate and meet with CAP Manager to discuss the results of the analyses and discuss further input as required.
- Work with the City's CAP Manager to identify system improvements that could resolve capacity constraints for approval of CAP Requests. Assist the City's CAP Manager in

conveying these solutions to the CAP Requester and documenting the conditions for any subsequent and contingent approvals.

- As needed and requested by the City, identify, investigate, analyze, and develop discrete area solutions to complex problems that involve the City's wastewater system and its ability to provide wastewater collection, conveyance and treatment services. This may also include analysis of current operational procedures and adjustments to those existing procedures to increase system optimization and efficiency. This may also include assistance to create new SOPs as needed.

- Work with City's GIS personnel to update the Hydraulic Model and CAP tool as necessary to complete the model analyses for the CAP Requests.

Capacity Assurance Program Management and Support

- Work with CAP Manager, as requested, to identify, investigate, and analyze Capacity Assurance Program problems, gaps, or areas needing improvement, including recommending and implementing solutions as directed to maintain compliance with Consent Decree requirements. This may include review of CAP SOP, CAP Tool, EPA CAP document, and the CAP Tool User's Manual to incorporate changes as they are made or needed to incorporate tools and other processes as they become available. This may also include assistance to create new SOPs as needed.

- Assist other related services to assist City engineering staff when requested.

CAP Tool Development and Deployment

- Assist the CAP Manager in the periodic or annual update of the CAP Tool and Hydraulic Model to incorporate new system conditions identified via the ongoing Sewer Mapping Program, Pump Station Capacity reviews, Capacity Enhancing Projects, discrete field investigations performed for CAP Requests, or other data obtained during SSES and system improvement projects.

- Assist the CAP Manager in the periodic or annual update of In-Lieu of Certification, SSOs, storage credits and I/I credits database in the CAP Tool, as requested.

- Assist the CAP Manager in any CAP Tool modifications or integration needs with the City hosted website and/or coordination requirements with the City's IT department.

- Extend the Hydraulic Model and modify the CAP Tool, as necessary, to simulate specific discrete areas of the Minor WCTS if requested by the City including all assistance and support services to develop flow monitoring programs, perform Hydraulic Model calibration, and complete CAP Tool revisions to increase the robust simulation of the WCTS.

Compensation for services provided under this Scope of Services will be on an hourly basis in accordance with the Consultant's current Hourly Rate Schedule identified in Exhibit D. Project management services will be billed on an hourly rate basis to facilitate project administration tasks.

Consultant engagement under this project will be by consulting services Task Order. Each Task Order scope, budget, and schedule will be prepared and approved by City staff before the Consultant begins the work.

EXHIBIT B

PROJECT SCHEDULE

City of Columbia
CIP# SS7595
Capacity Assurance Program Hydraulic Modeling Professional Services

The services described under Exhibit A – Scope of Services will be provided within the mutually agreeable schedule established for each Task Order from Notice-To-Proceed through June 30, 2022 (depending on funding approval for each fiscal year). It is anticipated that services under Exhibit A, upon mutual agreement, may be authorized by the City for up to two additional one-year periods in accordance with RFQ 001-20-21-NMJ.

Upon authorization by the City and mutual agreement by Hazen and Sawyer, it is currently anticipated that the total Contract schedule may be extended through the dates listed below:

Task	Start Date	End Date
NTP for CAP Professional Support Services for FY21 – FY22	NTP	June 30, 2022
Available Contract Extensions NTP for CAP Professional Support Services for FY23	NTP	June 30, 2023
NTP for CAP Professional Support Services for FY24	NTP	June 30, 2024

EXHIBIT C

COMPENSATION

City of Columbia
CIP# SS7595
Capacity Assurance Program Hydraulic Modeling Professional Services

The work to be performed under this agreement, based on the list of potential services in Exhibit A, will be completed on a Task Order basis, whereby a separate Task Order will be prepared by the Consultant for each assignment with a scope of work, upper limit cost, and a schedule that will be approved by the City.

The Total Cost of the individual Task Orders shall not exceed the Contract Value. The Consultant shall be compensated for actual work performed on an hourly rate schedule provided in Exhibit D.

Table 1 – Cost Breakdown by Fiscal Year

Task	Not-To-Exceed Cost Ceiling	Funding Year
CAP Professional Hydraulic Modeling Services (NTE)	$115,000	FY 21/22
CAP Professional Hydraulic Modeling Services (NTE)*	TBD	FY 22-23
CAP Professional Hydraulic Modeling Services (NTE)*	TBD	FY 23-24
Total Contract Value:	**$115,000**	

*To be Authorized by approved Amendment

The Consultant will provide hourly services upon issuance of the Notice-To-Proceed for the period of funding, typically a fiscal year. This contract has an initial expiration date of June 30, 2022 but can be extended by mutual agreement through an approved amendment for two additional one year periods up to June 30, 2024.

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates accordance with Exhibit D. The hourly rates provided shall include all expenses.

All invoices for this Contract shall provide line items for the following breakout of services:

1. Invoiced Labor (by hour by staff and Task Order) - $XXX,XXX.00 (XX hours x $XXX/hr.)

2. The invoice shall also reference the total contact authorized amount, City purchase order number, date of services, detailed description of services provided during billing period, and amount remaining on each Task Order and the total contract value.

When services performed under this contract approach the not-to-exceed budget limit, the Consultant will notify the City in writing. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

HOURLY BILLING RATES
FY21/22 Hazen and Sawyer

City of Columbia
CIP# SS7595
CAP Hydraulic Modeling Professional Services

The project work shall be performed on an individual Task Order basis and will be billed based on the following billing rates. The Task billing shall not exceed each approved individual Task Order Budget.

Hazen and Sawyer shall be allowed to adjust employee hourly rates on an annual basis starting in July 2022. Adjustments shall not exceed 3% per year. Table 1 below summarizes the FY21/22 Hazen Billing Rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 1: FY21/22 Hourly Billing Rates

Employee Classification	Billing Rates ($/hr)
Vice President	$253.00
Associate Vice President	$230.00
Senior Associate	$215.00
Associate	$185.00
Senior Principal Engineer	$160.00
Principal Engineer	$140.00
Engineer	$131.00
Assistant Engineer	$115.00
Senior Principal Designer	$150.00
Principal Designer	$130.00
Designer, GIS Technician	$105.00
Administrative	$73.00
Technicians	$45.00

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ 0.00
TOTAL CONTRACT AMOUNT: $ 115,000

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

Business Name: HAEEN AND SAWYER

Representative Name/Title: [signature] Sr. ASSOCIATE

Date: 6/11/2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

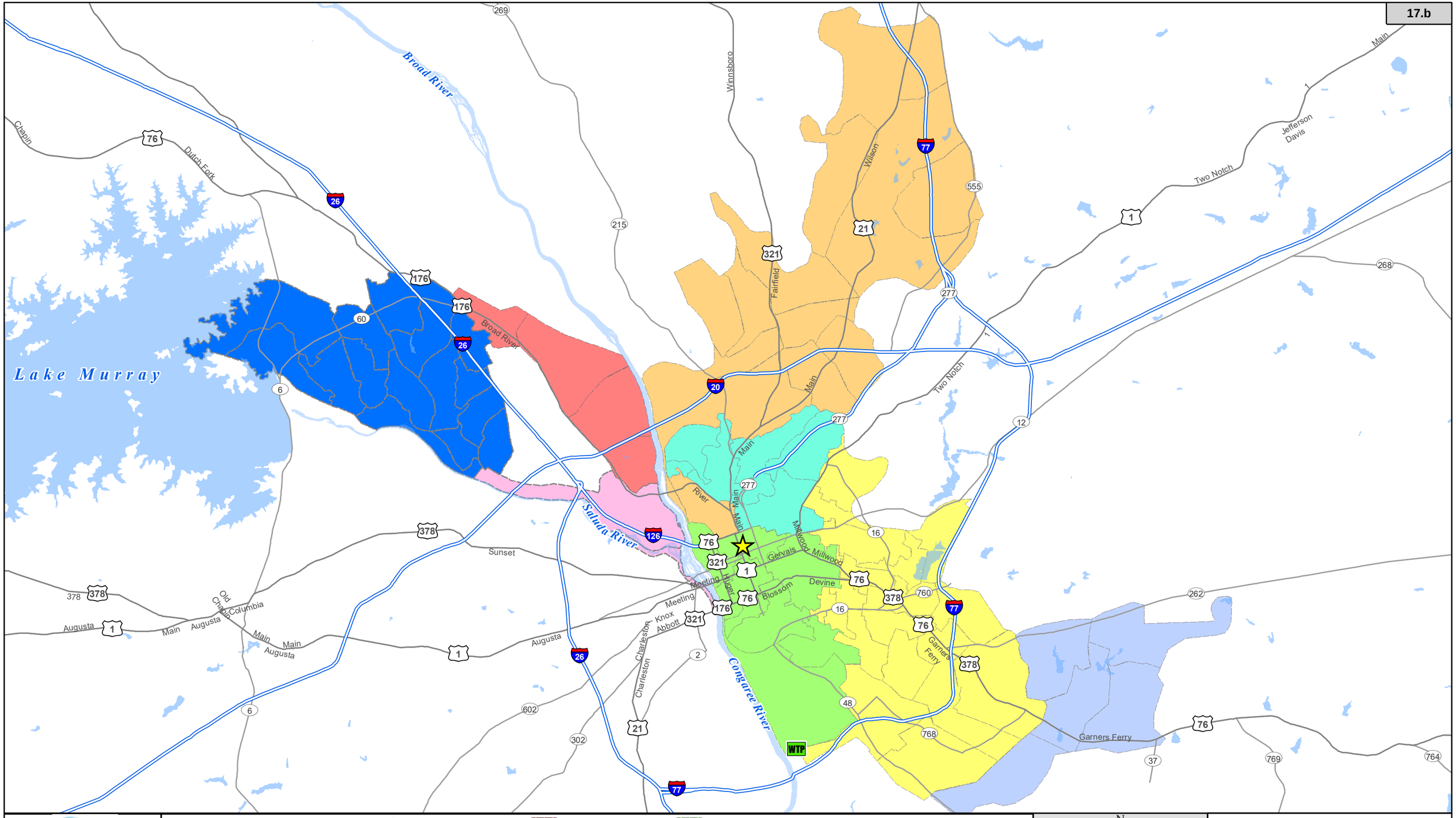
City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #



Clean Water 2020
Columbia's Clear Vision For Clean Water

We Are Columbia

CBP:4/14/2021
Y:\Projects\Active\CW2020_Master\Production_Maps\ProjectLocation_Maps\CIP

City Hall
WTP Metro WWTP

Broad River
Crane Creek
Gills Creek
Mill Creek
Rocky Branch
Saluda River
Smith Branch
West Columbia

N

1 inch = 2 miles

0 1.25 2.5 Miles

SS7593 – Capacity Assurance Program Professional Support Services

Prepared For:

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF AGREEMENT
CENTRAL CAROLINA TECHNICAL COLLEGE)

WHEREAS, the City of Columbia and Central Carolina Technical College have a common goal in providing the intensive training needed for the registered Apprenticeship Program in various different occupational certifications within the Water Treatment and Wastewater Treatment industry with Columbia Water at the City of Columbia, SC;

WHEREAS, Central Carolina Technical College and the City of Columbia wish to work together in the spirit of cooperation and;

WHEREAS the City of Columbia and Central Carolina Technical College believe that working together is in the best interests of the City.

BE IT NOW, THEREFORE, RESOLVED that:

This Agreement is between the City of Columbia, South Carolina, and Central Carolina Technical College and will be effective on the date of the last signature affixed herein. The consideration for this Agreement is the mutual promises set forth herein.

This Agreement is intended to cover the training services needed for Apprenticeship Program in the various occupational registered certifications for Columbia Water. The parties acknowledge that the Association of Boards of Certification (ABC) Need-to-Know criteria is used as the topical curriculum for each course for Biological Wastewater Operators, Wastewater Maintenance Technicians, Wastewater Collections Operators, Water Distribution Operators, and Water Treatment Operators.

The parties agree that for the term of this Agreement, the City of Columbia shall provide adequate training space for any onsite courses and any appropriate reference as texts needed, ***at its own expense.*** The City of Columbia shall have the option to utilize on campus and online course offerings. The total compensation to be paid by the City of Columbia under this Agreement for the initial term of one (1) year shall not exceed One Hundred Forty-One Thousand, Six Hundred Dollars and No/100 ($141,600.00), using the pricing listed in Exhibit B, attached hereto.

The Central Carolina Technical College shall provide services as described in Exhibit A, attached hereto. The statement of work for each course includes the course title, course description, course fee, and comments, if necessary throughout the course of this Agreement.

This Agreement shall be for an initial period of one (1) year beginning in July 2021 and ends on June 30, 2022. This Agreement shall continue for successive nine (9) additional one-year periods unless either party terminates the Agreement by written notice at least thirty (30) days prior to the expiration of the then existing one (1) year term.

The Agreement set forth herein constitutes the entire Agreement of the parties. In witness whereof, the parties hereto have set their hand and seal the date first written above.

WITNESSES:

THE CITY OF COLUMBIA, SOUTH CAROLINA

BY: _____

ITS: Teresa Wilson
City Manager

Date: _____

CENTRAL CAROLINA TECHNICAL COLLEGE

BY: Elizabeth Williams

ITS: Elizabeth Williams
Dean of South Carolina Environmental Training Center

Date: 6/7/21

APPROVED AS TO FORM

Legal Department City of Columbia, SC

6/1/2021

Exhibit A – Statement of Work

Basic Math Review for Operators (On Site)

- Course Description: This is a twelve (12) hour course involves practicing math calculations that apply to treatment facilities. Course topics include a basic math review, decimal equivalents, conversions, formulas, units of measure, word problems, and calculating dosages. The course meets ABC's continuing education requirements for approved course topic criteria for water treatment, water distribution, biological and PC operators.
- Course Fee: $2,950 up to twenty (20) students per course; $125 for one (1) additional student
- Comments: The City of Columbia is responsible for providing adequate training space. The course will be delivered over two (2) days. Students will be awarded CEUs for the actual number of hours they attend class.

Basic Math Review for Operators (On Campus)

- Course Description: This 6-hour math course is beneficial for water and wastewater operators. The course involves practicing math calculations that apply to treatment facilities. Course topics include a basic math review, decimal equivalents, conversions, formulas, units of measure, word problems, and calculating dosages.
- Course Fee: $225 for one (1) student

Basic Math Review for Operators (Online)

- Course Description: This 12-hour introductory math course is beneficial for water and wastewater operators who are preparing for a basic level state certification exam or for operators who desire a refresher course in mathematics. The course involves practicing basic math calculations that apply to treatment facilities. Course topics include addition, subtraction, multiplication, division, fractions, decimal equivalents, conversions, formulas, units of measure, word problems, and calculating dosages. This course meets ABC's continuing education requirements for approved course topic criteria for water treatment, water distribution, biological, PC, and well driller. Course must be completed to earn CEUs – partial credit is not awarded. Students are allowed up to 4 weeks to complete the course.
- Course Fee: $399 for one (1) student

Advanced Math Review for Operators (On Site)

- Course Description: This course involves practicing math calculations that apply to treatment facilities. Course topics include a general math review and problems related to coagulation, chemical feeders, clarification, chlorination, fluoride, filtration, hydraulics, motors, pumps, and topic criteria for water treatment, water distribution, biological and PC operators.
- Course Fee: $2, 950 up to twenty (20) students per course; $125 for one (1) additional student
- Comments: The City of Columbia is responsible for providing adequate training space. The course will be delivered over two (2) days. Students will be awarded CEUs for the actual number of hours they attend class.

Advanced Math Review for Operators (On Campus)

- Course Description: This math course is beneficial for water and wastewater operators. The course involves practicing math calculations that apply to treatment facilities. Course topics include a basic math review and may include problems related to coagulation, chemical feeders, clarification, chlorination, fluoride, filtration, hydraulics, motors, pumps, and flow rates.
- Course Fee: $225.00 for one (1) student

Advanced Math Review for Operators (Online)

- Course Description: This 12-hour advanced math course is beneficial for water and wastewater operators who are preparing for an advanced level state certification exam or for operators who desire a refresher course in mathematics. The course involves learning advanced math calculations that apply to treatment facilities. Course topics include a general math review and problems related to coagulation, chemical feeders, clarification, chlorination, fluoride, filtration, hydraulics, motors, pumps, and flow rates. This course meets ABC's continuing education requirements for approved course topic criteria for water treatment, water distribution, biological, PC, and well driller. Course must be completed to earn CEUs – partial credit is not awarded. Students are allowed up to 4 weeks to complete the course.
- Course Fee: $399 for one (1) student

Electrical Fundamentals for Wastewater Professionals (On Site)

- Course Description: The 45-hour course will cover the electrical fundamentals for wastewater operators. Topics include atomic theory, energy sources, electric circuit basics, electromagnetism, inductance, capacitance, power systems, control system components, reading electrical diagrams, electrical measurements, normal operations, and troubleshooting. Quizzes will be given on each topic to gauge the participant's progress.
- Course Fee: $6,500 per course up to twenty (20) students; $199 for one (1) additional student
- Comments: *Electrical Fundamentals for Water & Wastewater* by Skeet Arasmith will be the reference text and curriculum and the hands-on training will be provided by the City of Columbia. The Central Carolina Technical College will deliver the classroom portion of the training.

Pumps & Pumping (On Site)

- Course Description: The course will cover centrifugal pump theory, types, components, and repair. Other topics include; selection and replacement of packing, selection and replacement of mechanical seals, pump piping system, pump hydraulics, normal operating conditions, lineshaft turbine operating conditions, special pumping units, and abnormal operating conditions. Quizzes will be given on each topic to gauge the participant's progress.
- Course Fee: $8,500 per course up to twenty (20) students; $300 for one (1) additional student
- Comments: *Pumps & Pumping* by Skeet Arasmith is the reference text and curriculum, and will be provided by the City of Columbia for each participant. Also, the City of Columbia will provide hands-on training. The Central Carolina Technical College will deliver the classroom portion of the training.

Pump Maintenance for Operators (On Site)

- Course Description: This 7-hour course will cover an overview of pump theory, types, components, and repair. Other topics may include a review of selection & replacement of packing and mechanical seals, pump piping system, pump hydraulics, normal operating conditions, line shaft turbine operating conditions, special pumping units, and abnormal operating conditions.
- Course Fee: $2,190 per course up to twenty (20) students; $75 for one (1) additional student
- Comments: The City of Columbia is responsible for providing an adequate training space. This course will be delivered in two (2) days.

Pump Maintenance for Operators (On Campus)

- Course Description: This 6-hour course will cover an overview of pump theory, types, components, and repair. Other topics may include a review of selection & replacement of packing and mechanical seals, pump piping system, pump hydraulics, normal operating conditions, lineshaft turbine operating conditions, special pumping units, and abnormal operating conditions. This course meets ABC's continuing education requirements for approved course topic criteria for water treatment, water distribution, biological, PC, and well driller.
- Course Fee: $250 for one (1) student

Short Schools (On Site or On Campus)

- Short Schools (28-hour course) are intensive training sessions designed as a comprehensive overview for operators of water/wastewater treatment facilities who are preparing for the state certification exam. ABC Need-to-Know criteria for operators are used as the topical outline for each Short School, and Sacramento Manuals are used as reference texts. Handouts, videos, demonstrations and practice tests are utilized in the training program.
- Course Fees are listed in the table below:

Location	Course Fee	# of Students	Cost for Additional
D & C Level Water Distribution Short School			
On Site (COC)	$4,950	20	$225
On Campus (CCTC)	$499 (D) $399 (C)	1	NA
A & B Level Water Distribution Short School			
On Site (COC)	$4,950	20	$225
On Campus (CCTC)	$399 (A or B)	1	NA
D & C Level Biological Wastewater Short School			
On Site (COC)	$3,850	8	$400
On Campus (CCTC)	$499 (D) $399 (C)	1	NA
E, D, C, B or A Level Water Treatment Short School			
On Site (COC)	$425 any level (online)	1	N
On Campus (CCTC)	$499	1	NA

- Comments: The City of Columbia is responsible for providing the appropriate Sacramento Manual and adequate training space for the on-site courses.

Short Schools (Online)

- Online training is designed to mirror the face-to-face short schools, and provide students with the tools necessary to enhance operating skills and prepare for the state certification

exam. Glossary, crossword puzzles, slide presentations, and quizzes will enhance the learning experience. Students will have direct communication with a personal instructor to help answer questions. Short Schools are intensive training sessions designed as a comprehensive overview for operators of water and wastewater treatment facilities who are preparing for the state certification exam. ABC Need-to-Know criteria for operators are used as the topical outline for each Short School, and the Sacramento Manual is used as the reference text. Course must be completed to earn CEUs – partial credit is not awarded. Students are allowed up to 12 weeks to complete the course.

- Course Fee: $499 for one (1) student

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Exhibit B – Price Sheet

The table below will show the pricing the Consultant will be paid for the training services for Columbia Water.

Location	Hours	Price	# Student	Cost for Additional Student
Basic Math Review for Operators				
On Site (COC)	12	$2,950.00	20	$125.00
On Campus (CCTC)	6	$225.00	1	N/A
Online	12	$399.00	1	N/A
Advanced Math Review for Operators				
On Site (COC)	12	$2,950.00	20	$125.00
On Site (COC)	6	$1,100.00	8	$125.00
On Campus (CCTC)	6	$225.00	1	N/A
Online	12	$399.00	1	N/A
D & C Level Water Distribution Short School				
On Site (COC)	28	$4,950.00	20	$225.00
On Campus (CCTC)	28	$499.00 (D) $399.00 (C)	1	N/A
Online	28	$499.00	1	N/A
A & B Level Water Distribution Short School				
On Site (COC)	28	$4,950.00	20	$225.00
On Campus (CCTC)	28	$399.00 (A or B)	1	N/A
Online	28	$499.00	1	N/A
D & C Level Biological Wastewater Short School				
On Site (COC)	28	$3,850.00	8	$400.00
On Campus (CCTC)	28	$499.00 (D) $399.00 (C)	1	N/A
Online	28	$499.00	1	N/A
Electrical Fundamentals for Wastewater Professionals				
On Site (COC)	45	$6,500.00	20	$199.00
Pumps & Pumping				
On Site (COC)	60	$8,500.00	20	$300.00
Pump Maintenance for Operators				
On Site (COC)	7	$2,190.00	20	$75.00
On Campus (CCTC)	6	$250.00	1	N/A
E, D, C, B or A Level Water Treatment Short School				
On Site (COC)	28	$425.00 any level (online)	1	N/A
On Campus (CCTC)	28	$499.00	1	N/A
Online	28	$499.00	1	N/A

Our Contracting Process

All agreements offered through National IPA have been awarded via a thorough **Request for Proposal (RFP)** competitive solicitation by a public agency (Principal Procurement Agency, PPA). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

The Process

1. The Principal Procurement Agency (PPA) prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The PPA issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The PPA evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The PPA teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Principal Procurement Agencies

The Principal Procurement Agencies (PPA) who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to procss, procedures and industry leaders.

For a complete listing of current PPAs, click here.

(NJPA)

PUBLIC SOLICITATION PROCESS

Cooperative	Has your cooperative established parameters or requisites for determining what specific products or services should be solicited through the cooperative? If yes, please describe.	Who makes the final determination on what products or services will be solicited?	Who develops the solicitation documents?	What steps does the cooperative take to ensure transparency in the solicitation process?	How does the cooperative ensure compliance with federal, state and local statutes/laws/ordinances related to public procurement?	Does the cooperative mandate the inclusion of specific terms and conditions in the solicitation documents?	How and where are solicitations advertised or publicly posted?
The National Joint Powers Alliance® (NJPA)	Our board of directors directs us to bring solicitations for goods and services used and usable by our nationwide membership. We communicate through a variety of avenues with our membership and receive requests for specific product categories to be bid and contracted. We conduct research and anticipate and determine common needs of our national membership. Generally we invite bids for entire product categories with the intention of soliciting responses offering a full array of goods and services within that product category. Our intent in taking this approach is to deliver the greatest amount of utility to the greatest portion of our nationwide government, education, and non-profit membership base.	All of our solicitations are authorized by our board of directors based on the requests by our members and recommendations of the Management Team.	Our Bids and Contracts Department develops all solicitation documentation with input from our membership and under the guidance of the NJPA Director of Business Development.	As a government entity, all of our books and records are subject to public review. We advertise our solicitations in both print and internet mediums. We facilitate pre-bid meetings and public bid openings and document our bid evaluation and review actions. Finally, contract awards are made independently by the NJPA publicly elected Board of Directors.	Our procurement and solicitation process and documentation is reviewd and enhanced with each bid document development. Our intent is to pursue the ongoing research of, and compliance with, all procurement laws from our members. We seek input from our members in an effort to better serve their specific procurement needs and requirments. We follow the Uniform Municipal Contracting laws as set forth in the state of Minnesota and certify we are in compliance with the procurement laws applicable to the NJPA as a municipal agency of the state of Minnesota.	Yes and no. The terms and conditions, which are mainly contained in the Invitation For Bid (IFB), are subject to "Exceptions" identified in a particular Bidder's response. In the event that an exception is identified to a "Mandated" term or condition, that bid will be rejected unless the exception is removed.	Solicitations are advertised in print form in the Star-Tribune, posted to the NJPA website and also posted to the noticetobidders.com website. NJPA solicitations are also posted on a variety of third party posting and bidding sites such as Bidsync and Onvia.

(1)

(NJPA)

PUBLIC SOLICITATION PROCESS Continued

Cooperative	Are bids issued via formal sealed bids (ITB), through formal proposals (RFPs), or through negotiations?	Are bids evaluated by a team?	If yes, who selects the evaluation team?	What types of organizations are represented on the evaluation team?	Who administers contracts once executed?
The National Joint Powers Alliance® (NJPA)	NJPA contract "Awards" are issued pursuant to sealed bids received in response to an Invitation for Bid (IFB). NJPA contracts are not "negotiated" contracts.	Yes	Bids are evaluated by a team. The composition of the team depends upon the subject matter of the bid. Always involved is the Coordinator of Bids and Contracts and the Director of Business Development. Additional NJPA staff members are added for their knowledge in the subject area. Additional members from the procurement community are invited to participate to bring an outside perspective as often as possible. NJPA has invited and hosted external evaluators with credentials such as CPPB and CPPO and intends to continue this practice.		The Coordinator of Bids and Contracts is responsible for maintaining the documentation of the contract relationship. The NJPA Director of Business Development will meet with the awarded vendors to establish an operating agreement and outline and define specific marketing requirements, sales training, and marketing and business plan for the contract. NJPA Contract Managers are employed and assigned to manage each contract and Vendor relations, facilitate Member-Vendor relations and to coordinate marketing efforts.

(2)

(NJPA)

	FUNDING			
Cooperative Name:	Are fees paid by public agencies that purchase off coop bids? If yes, define.	Are fees paid by suppliers to participate in the bid process? If yes, define.	Are fees paid by suppliers who earn contracts? If yes, define.	To whom and how are fees distributed?
The National Joint Powers Alliance® (NJPA)	No	No	Yes, "Administrative Fees" are charged to Awarded Vendors based on a percentage of the "Contract Sales." Bidder's are instructed in the IFB to allow for an administrative fee in their bid response. The amount of the "Administration Fee" is negotiated with the Vendor and is based on the physical and financial involvement NJPA will have in the day-to-day operations of the contract. The purpose of the "Administration Fee" is to cover NJPA's costs. "Administrative Fees" are generally 2% or less.	"Excess Fees" have not yet been distributed by NJPA. Although NJPA has been successful in setting "Administrative Fees" at a level which covers our costs, we have not to this point been in a position to return "Excess Fees" earned. As a government entity our options for such a distribution are limited and those limitations will guide us at that point. NJPA is now developing a member dividend program where dividends to be distributed will be based on purchase volumes made by individual NJPA Members.

(3)

(NJPA)

The National Joint Powers Alliance® (NJPA)	Vendors make a number of commitments to NJPA and NJPA Members in their "Bidder's Response" including acceptance of the Terms and Conditions identified in the IFB and their specific exceptions to those Terms and Conditions. Those exceptions to the Terms and Conditions and the finalized "Administrative Fee" to be paid to NJPA are the only "Negotiable" items. The NJPA Director of Business Development together with the rest of the bid evaluation committee is responsible for the "Negotiations", however the final ratification of negotiated items and the contract award is reserved for the NJPA Board of Directors. These commitments also include providing specific goods and services to NJPA and NJPA Members at specific costs including payment and delivery terms as identified in the IFB and the Bidder's Response. NJPA does not require specific minimum sales volumes from our awarded Vendors. We feel contract success is achieved through a coordinated and combined effort between NJPA, our Vendors, and through the success stories told by NJPA Members. NJPA is responsible for enforcement of the awarded procurement contract. NJPA is committed to delivering value to its Membership through first being a liaison between Members and Suppliers by facilitating the exchange of value with the Vendor. In the event a Vendor ultimately fails to materially deliver the commitments made, NJPA can terminate that contract according to its terms and conditions.	Contract Managers manage day-to-day issues. The Coordinator of Bids and Contracts manages contractual performance and carries out directives from the NJPA Board of Directors. NJPA Management manages these employees in the execution of their tasks. And, finally the board of directors ultimately manages the performance with the award/non-award, and potential termination decisions.	Vendor training is optional but strongly advised based on the vendors marketing plan and the value of the NJPA sales training guide. The Vendor is encouraged to have every individual in the Vendor's management and sales staffs participate. NJPA Administration and Contract Managers develop and deliver the training materials at NJPA's expense. NJPA has traveled extensively in the past delivering these trainings at various vendor locations. Currently trainings are being optionally delivered over the internet through our in-house webcast studio when possible. NJPA has a full time national sales training manager that coordinates and insures that training invitations are extended and facilitated. Initial and refresher training is available and encouraged on an ongoing basis. Training is not conditional in order to sell goods or services offered through an awarded contract. Regardless of training delivered, Vendors are responsible for the delivery of goods and services according to the terms and conditions of the contract as awarded. The value of training Vendor's is to empower the Vendor to confidently offer the contract vehicle for use by current and prospective NJPA Members. This confidence is a result of training the Vendors how to use their available resources including the NJPA website and key NJPA personnel NOT than recitation of applicable laws.

(4)

(NJPA)

SUPPLIER MANAGEMENT

Cooperative Name:	Are suppliers required to make specific commitments to the cooperative as a condition of award? If yes: (1) Define these commitments (2) Describe what individual, entity or organization is responsible for enforcement (3) Define whether these commitments are negotiable and, if yes, identify the parties that are empowered to negotiate these commitments (4) Describe the actions and steps taken if the supplier fails to meet its commitments.	What entity and/or individual is responsible for managing supplier performance?	Describe supplier training (either initial and/or on-going) based on the following parameters:				
			Who develops and delivers the training?	Who financially supports the cost of training?	Who attends training (by category of employee)	What is the frequency of training?	Is training mandatory or conditional in order to sell goods or services offered through the cooperative?

(NJPA)

	PARTICIPATION					
Cooperative:	Is participation by either a public entity and/or a supplier restricted in any way?	Are public entities required to sign a formal participation agreement? IF YES:			Are public entities required to sign a formal participation agreement? IF NO:	
		Does the entity pay a fee to participate? If yes, define.	Does the agreement allow the public entity to add terms and conditions to the contract?	Does the agreement bind the entity to purchase some or all of its requirements via cooperative bids?	Does the entity pay a fee to participate? If yes, define.	Is the public entity allowed to add terms and conditions to the contract?
The National Joint Powers Alliance® (NJPA)	Membership in NJPA is restricted to any form of government, any form of education, and any non-profit agency. Awarded Vendors are restricted to those Bidders who demonstrate, in the opinion of NJPA's Board of Directors, the ability to provide the greatest utility to the greatest portion of our potential membership in the most cost effective manner.	"Membership" in NJPA is free of charge to any eligible entity. Membership can be documented in a number of ways including an on-line application, a printable version, and any document an eligible entity proposes in good faith (subject, of course, to our review). Typically our Members are authorized to utilize NJPA contracts through the use of "Joint Powers" laws enacted in their home state. These "Joint Powers" laws will typically define the appropriate "Membership" form. NJPA's newer IFB's specifically identify a "Member's" ability to add additional terms and conditions to NJPA's contracts by doing so in their purchase order (a short form contract) which identifies on its face "This purchase order is issued pursuant to NJPA contract #XXXXXX". This ability exists regardless of the statement in the IFB and is therefore available for all NJPA (and other) cooperative procurement contracts.			n/a	n/a

ORIGINAL
STAMPED IN RED

ORDINANCE NO.: 2011-103

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204, Competitive sealed bidding required; exceptions

BE IT ORDAINED by the Mayor and Council this 17th day of January, 2012, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204 Competitive sealed bidding required; exceptions, is amended to read as follows:

Sec. 2-204. 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:

(1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
(2) Competitive sealed proposals.
(3) Negotiations after unsuccessful competitive sealed bidding.
(4) Small purchases.
(5) Sole source procurements.
(6) Emergency procurements.
(7) Procurement of information technology.
(8) Leasing of real property for governmental use.
(9) When purchasing through state contracts.
(10) When purchasing through cooperative purchasing.

Requested by:

Purchasing

MAYOR

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012
Final Reading: 1/17/2012

Last revised: 12/15/2011
11122024

Utility Operations
Metro Wastewater Division (MWWTP)

Type of Request *click all that apply*
Normal

Date: April 15, 2021 Priority: 1st

Requestor: Thorsten Killius Requisition # R210154

Approval: David R. Wiman P.O. #

Cost Account Number: 658500-AUTOS & TRUCKS (Capital)

Qty	Unit	Price	Totals	Complete Description
1	Each	$ 129,536.90	$ 129,536.90	Crane Subtotal.
1	Each	$ 65,550.00	$ 65,550.00	Truck Price.
1	Each	$ 7,866.00	$ 7,866.00	Fed. Excise Tax (FET) / No Sales Tax.
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	

Vendor: Crockett Surratt - H&E
Contact: Tim Moffitt
Phone: 803-776-8465
Fax: N/A

Quote No.: 500 E 2

End User: Plant Maintenance

Subtotal:	$202,952.90
Sales Tax:	$15,606.95
Shipping & Handling:	$5,800.00
Total Cost:	$224,359.85

Justification:
This quote is for our replacement Crane / Boom Truck (2022 Ford F750) For the Metro plant.

NATIONAL CRANE
by Manitowoc

500E2

☐	OC MTG	Oil cooler mounting charge	NET PRICE	$	1,045.00
☑	DLK	Drive line kit (Required on automatic transmission, Ford Torque Shift and Mack mDrive trans.)	NET PRICE	$	1,305.00
	MISCELLANEOUS OPTIONS				
☑	RB	Rear bumper underride protection (included on mounted units)		$	635.00
☑	SFO	Single front outrigger, for 360° stability (extended front frame rails required)	450 lbs/204 kg	$	5,185.00
☐	BHSD	Steel 30" (762 mm) solid wall bulkhead	120 lbs/54 kg	$	1,000.00
☑	EET	Electronic Engine Throttle, remote diesel engine throttle kit. *Required with ATG & CTG option.*	NET PRICE	$	970.00
☑	ISK	ICC Safety Kit (included on mounted units)	NET PRICE	$	360.00
☐	EBAI	Electronic Boom Angle Indicator in addition to the pendulum angle indicator on side of boom		$	2,860.00
☐	DOMS	Delete outrigger monitoring system (for export units only and requires CTG)		$	(1,290.00)
☐	ATG	Air throttle group (requires special operator's platform)		$	1,505.00
☑	CTG	Cable Throttle Group *(required for mechanical engines, export emissions trucks and Ford F-750 model year 2016 and newer)*		$	-
☐	DCPKG	DUTY CYCLE PACKAGE: Includes burst of speed (BOS) winch control option and hydraulic oil cooler		$	6,295.00
☐	DOILC	Delete oil cooler from Duty Cycle Package		$	(3,335.00)
☐	CRH	Boom mounted hose reel with control valve and hydraulic hoses (not available on rear mounts)	CONSULT FACTORY	$	-
☐	SPECIAL PAINT	One(1) color special paint in lieu of standard "National Platinum" (non-metallic). Selecting special paint will		$	4,660.00
☐	OC-1	One option control (valve section and control lever only)		$	1,545.00
	FOREIGN LANGUAGE OPTIONS				
☐	MCC	Metric capacity charts		$	-
☐	SPANISH	Spanish Language package - Spanish manuals, danger and function decals		$	-
☐	FRENCH	French Language package - French manuals, danger and function decals	CONSULT FACTORY	$	-
☐	ADOM	Additional owner's manuals (price for each) - Indicate language requested on Purchase Order		$	140.00
	ADDITIONAL REQUESTS (NET PRICE)				
☑	Lift Solution	307819	NET PRICE	$	9,445.00
☐	Truck Mod Adds	Truck mods customization selected quoted as net additions by RBM.	NET PRICE		
☐					

NOTES:

1 This worksheet is to be used a guide only, consult factory for all final pricing information.
2 Contact factory with chassis specifications for approval prior to chassis shipping into NCC factory.
3 Chassis information must be submitted with each purchase order. Please enter truck information below.
4 Please indicate direction of pump (counter-clockwise/clockwise) on your purchase order.
5 EET and NSS included on select engines and transmissions only. Additional charges for all other truck makes.
6 Pricing does not include freight and taxes (unless otherwise noted).
7 Quote is valid for 30 days from issue date.
8 NOTICE TO BUYER -- TERMS AND CONDITIONS OF SALE. All sales are subject to, and expressly conditioned upon the terms and conditions of sale available on Manitowoc Direct. No additional or different terms or conditions purported to apply by the buyer will be binding upon the seller unless specifically agreed to in writing by the seller.
9 Excessive relocation/ modifications will be discussed case-by-case and reviewed with dealer prior to work, and billed separately (NET)

List Price:	$	117,370.00
Less Sourcewell Discount (13%) :	$	(15,258.10)
Net Price (crane only):	$	102,111.90
Additional Net Items:	$	27,425.00
Crane Subtotal Per Sourcewell Contract	$	129,536.90
Truck Price:	$	65,550.00
Fed. Excise Tax (FET):	$	7,866.00
Freight Charges Per Sourcewell contract:	$	5,800.00
Total Price:	$	208,752.90

TRUCK SPECIFICATIONS:

Make/Model:	2022 Ford F750
Engine/Trans:	
VIN:	
Axles/GVWR:	
ETA to NCC Factory	

REPLACEMENT FOR EXISTING BOOM TRUCK #18665

NATIONAL CRANE
by Manitowoc

500E2

Sourcewell Contract	# 032119-GUS		
FROM:	Tim Moffitt - Regional Business Manager / Manitowoc Cranes	Revison:	N
DEALER:	Crockett Surratt - H&E	Date of Quote:	4/6/2021
CUSTOMER:	City of Columbia	Pricelist Effective:	January 1, 2021

STANDARD UNITS EQUIPPED WITH THE FOLLOWING:

Boom: Full power telescoping cylinder with integral holding valve. Three (3) quick reeve cast iron sheaves.
Boom Elevation: One(1) double acting hydraulic lift cylinder with integral holding valve. (-10° to +80°).
Hydraulic Capacity Alert System and Anti Two-Block System: Three color gauge, hydraulically operated, maximum capacity sensing device that monitors lift cylinder pressure. Anti two-block internal boom wiring.
Controls: Dual side stand-up operators stations, dual engine throttle (electronic pedals), horn and engine start/stop.
Swing: 375° non-continuous rotation with adjustable swing drive.
Hydraulic System: Open center type consisting of a fixed displacement, three section, high pressure pump supplies oil to the main control valve and winch control valve. Reservoir capacity 66 gallons (249,8 L), 10 micron return line filter. Ball valve on main suction line.
Hoist: Single speed planetary winch. Bare drum pull 10,380 lbs (4.708 kg), low speed.
Wire Rope: 325 ft (99,1 m) of 9/16" (14 mm) rotation resistant wire rope. Single line pull 7,700 lbs (3.492,6 kg).
Outriggers: "A" type boxed slide outriggers with swivel pads; 20.25 ft (6,2 m) span.
Stabilizers: ASH rear stabilizers with motion alarm; 10 ft (3,0 m) span
Headache Ball: Round headache ball with top swivel, 7 ton (6,35 mt) capacity rating.
Torsion Box: Torsion resisting subbase only for 20' (6,1 m) deck, clamp on mounting hardware.
Miscellaneous Standard Equipment: 18 Ton (16,3 mT) standard mount 180° stable unit, anti-two block with internal wiring, back up alarm, hour meter in truck cab, outrigger motion alarm, two(2) English owner's manuals (1 paper & 1 USB flash drive) and outrigger monitoring system. PTO and mounting charges not included in standard price. **Flatbed is not included.**
Standard Paint: Valspar Duraspar® 2K Epoxy Primer and Valspar Duraspar® Ultra 2K Urethane paint - "National Platinum" color for frame, turret and base boom section; standard "Black" for hydraulic reservoir, SFO, torsion box (frame), inner outriggers and inner boom sections.

Total Price: $ 208,752.90

	Option	Description	Weight	List Price
	BOOM OPTIONS			
☑	571E2	27' - 71' (8,2 - 21,6 m) three section, full power telescopic boom	14,215 lbs/6.447 kg	$ 104,385.00
☐	EXTA2B	External A-2-B system in lieu of the standard internal system		$ 1,920.00
	JIB OPTIONS			
☐	5FJ41M	23' - 41' (7,0 - 12,5 m) boom extension with 18' (5,5 m) manual pull out second section	960 lbs/435 kg	$ 16,285.00
	PERSONNEL WORK PLATFORM OPTIONS			
☐	BSA-1	72 in x 42 in (1829 mm x 1067 mm) steel platform on a 2 ft (0,6 m) yoke extension, gravity hung, adjustable friction brake lock (does not side stow). Includes quick-attach boom attachment. **Does Not Include any body harnesses or lanyards.**	450 lbs/204 kg	$ 8,020.00
☐	BSA-R1	72 in x 42 in (1829 mm x 1067 mm) steel platform on a 4 ft (1,2 m) yoke extension, gravity hung, adjustable friction brake lock (does not side stow). Extension angles with two(2) pin positions. platform rotates 90° each side from normal platform position when extension is in lower position. Includes quick-attach boom attachment. **Does Not Include any body harnesses or lanyards.**	575 lbs/260 kg	$ 10,850.00
☐	TWP	Platform test weights for BSA-1 or BSA-R1		$ 3,720.00
	LINE BLOCK OPTIONS			
☑	LB2-3	Two and three part reeving, 12.5 ton (11,3 mt) capacity hook block with one sheave	190 lbs/86.2 kg	$ 2,010.00
☐	LB4-5	Four and five part reeving, 22 ton (19,9 mt) capacity hook block with two sheaves & line block assembly	360 lbs/163.3kg	$ 5,140.00
☐	NSHB	Non-supply of the headache ball	-175 lbs/-79,4 kg	$ (510.00)
	BOOM SUPPORT OPTIONS			
☑	PBR-R	Removable, rear boom carrying rack (anchors at rear of torsion box)	125 lbs/56 kg	$ 750.00
	FLATBED OPTIONS			
☑	WF20	20' (6,1 m) Wood floor bed	1,710 lbs/775 kg	$ 4,405.00
☐	SF20	20' (6,1 m) Steel floor bed	1,865 lbs/845 kg	$ 4,940.00
☐	WF20SD	20' (6,1 m) **Super-Duty** Wood floor bed	2,470 lbs/1.120 kg	$ 6,625.00
☐	TP20SD	20' (6,1 m) **Super-Duty** Steel tread plate floor bed	2,830 lbs/1.283 kg	$ 7,055.00
	MOUNTING OPTIONS			
☑	MCBCNCST	**FOR NATIONAL SUPPLIED TRUCKS:** Mounting charge for a clamp on, standard unit on a clean, unobstructed truck frame. Includes hydraulic oil, transmission grease, electronic engine throttle (EET), electronic back up alarm (BUA), ICC safety kit (ISK), air shift PTO and neutral safety switch. Includes installation of torsion box, ASH stabilizers, flatbed, rear bumper underride protection, boom rest, neutral safety switch, BUA and EET.	NET PRICE	$ 12,165.00
☐	MCBCCDST	**FOR DEALER/CUSTOMER SUPPLIED TRUCKS:** Mounting charge for a clamp on, standard unit on a clean, unobstructed truck frame. Includes hydraulic oil, transmission grease, electronic engine throttle (EET), electronic back up alarm (BUA), ICC safety kit (ISK), air shift PTO and neutral safety switch. Includes installation of torsion box, ASH stabilizers, flatbed, rear bumper underride protection, boom rest, neutral safety switch, BUA and EET.	NET PRICE	$ 14,245.00
☑	HOT SHIFT	Hot shift PTO in lieu of standard PTO (required on automatic transmission and Ford Torque Shift)	NET PRICE	$ 1,770.00
☐	AF	After-frame extensions	NET PRICE	$ 1,460.00
☐	CWB	Additional counterweight mounted in rear under bed (up to 2,000 lbs (907 kg))	NET PRICE	$ 2,520.00
☐	CCRP	Counter-clockwise rotation pump (Manual Transmission, Eaton Ultrashift automated manual, Ford Torque Shift or Mack mDrive w/ Mack PTRD-F PTO. Ford Torque Shift and Mack mDrive requires DLK option.)	SELECT ONE FOR MOUNT OR SHIP OUT	$ -
☑	CRP	Clockwise rotation pump (Automatic Transmission)		$ -

NATIONAL CRANE
by Manitowoc

500E2

☑	MCSFO	SFO mounting charge	NET PRICE	$ 1,410.00

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-20-21-NMJ Project Management and Capacity Assurance Program Professional Services for the City of Columbia.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and AECOM Technical Services, Inc., (hereinafter referred to as the "Consultant"), to provide Capacity Assurance Program management and technical consulting support to the City of Columbia.

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

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

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

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

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

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

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Three Hundred Eighty-Six Thousand, One Hundred Dollars and No/100 ($386,100.00).

   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

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous

payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE

and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

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	N/A	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) - **Non-applicable**

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of 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

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

INDEMNIFICATION & INSURANCE

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

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

   Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants Worker Compensation

Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or

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

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

8. PERMITS & LICENSES

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

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

right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

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

10. **INTEREST OF 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 Consultants 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.

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

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

    B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure;

    D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

    E. Upon expiration of the term of this Agreement; and

    F. By mutual agreement.

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

under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

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

AECOM Technical Services, Inc.
Name: Phillip Dieckmann
Title: Program Manager
Address: 101 Research Drive
Columbia, SC 29203
Phone: (803) 254-4400
Email: Phillip.dieckmann@aecom.com

16. **CONSENT DECREE - Non-Applicable**

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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 Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to

include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor/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 the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant operations, including, but not limited to the Consultant employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:
Witness	**Teresa Wilson, City Manager**	

AECOM TECHNICAL SERVICES, INC.

Gary L. Freeman, Sr., P.E., VP		**Date:** 5/25/2021
Print: Name/Title	**Signature**	

(Corporate Seal)

Attest

	Date: 5/25/2021
Signature	

APPROVED AS TO FORM
Legal Department City of Columbia, SC
5/20/2021

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation/ Hourly Billing Rates

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP# SS7593
Capacity Assurance Program Professional Support Services

Project Description

Services provided by AECOM Technical Services, Inc. (Consultant) to the City of Columbia (City) under Project SS7593 – Capacity Assurance Program (CAP) Professional Support Services will provide CAP program management and technical consulting support to assist City staff related to the oversight and operation of the Capacity Assurance Program that is required by the Consent Decree.

It is anticipated that the current need for part time CAP professional support services will require a minimum workload of approximately 28 hours per week. The City may coordinate with the Consultant to increase or decrease the amount of services to be provided as needs evolve.

In general, the Consultant shall coordinate with the City and the City's Clean Water 2020 (CW2020) Program Manager on all aspects of the CAP including, but not limited to:

Capacity Assurance Program Management Support

- Management, monitoring and coordination of the Capacity Assurance Program, processes and compliance with the Consent Decree, including periodic reporting and updates to the City and CW2020.
- Continued implementation, and periodic review and update of the CAP SOP, CAP Tool, EPA CAP document, and the CAP Tool User's Manual to incorporate changes as they are made or needed to incorporate tools and other process as they become available. This may include the creation and incorporation of new SOPs as needed.
- Work with the City and CW2020 staff to identify, investigate and analyze CAP problems, gaps or areas needing improvement in the CAP. This may include making recommendations of solutions to the City and CW2020, and implementing solutions as directed.
- Complete periodic reviews of the CAP process and provide a report to the City and CW2020 on successes, failures and lessons learned to identify potential changes needed in the CAP Process or supporting documentation.
- Manage and understand the components that support the CAP, how the CAP fits into the CW2020 Program and recommend changes as needed and/or create SOPs as needed to maintain compliance and to support the City and CW2020.
- Manage and coordinate the development of mapping of any areas with pending or current capacity limited area designation based on the CAP execution, wet weather SSOs and new tools such as the CAP Tool. Work with City's GIS personnel to update the database of capacity limited areas as needed to maintain current and up-to-date mapping.

- Perform an evaluation of CD compliance conditions for any subsequent Storm Characterizations, as necessary.
- Review current and proposed processes/solutions for compliance and integrate them into the CAP process and SOP.
- Coordinate with other City departments and other utilities and entities to track and implement the requirements of the City's CAP, including satellite sewer systems.
- Testing and incorporation of the upcoming CAP Tool into the current CAP process and transitioning from the Interim CAP Process.
- Incorporate updated or new information, data and tools to the CAP process as they become available to provide a better understanding of the system. This includes the incorporation of the review of tools and information to identify capacity concerns or issues within the system in areas that may not necessarily be under a CAP review for a proposed development. This includes, but is not limited to, areas under construction or identified for rehabilitation, other CIP projects, CAP Tool information on potentially capacity limited areas, flow monitoring information, wet weather SSO investigations and updated model information.
- Support of other CD program areas, as well as other City needs where information from the CAP, CAP Tool and CAP Request Database provides important information to the City for regulatory compliance.
- Update CAP program documents and information, including coordination with the City to update the CAP website, so the sites remain current. Responsible for maintaining compliance of CAP SharePoint page with information to maintain CD compliance and maintain all current and relevant CAP management documentation on SharePoint.
- Assist and participate in public relations efforts designed to inform the public, developers and consultant engineers of CAP program requirements, updates and procedures.
- Assist the City and CW2020 with annual mock EPA audits of the CAP and work with City staff and CW2020 staff to improve any gaps or areas of non-compliance found during mock audits.

- <u>CAP Tool Development and Deployment</u>
  - Perform Beta Testing of draft CAP Tool, procedures and policies. Provide comments to assist the City's CAP Manager in developing the tool.
  - Complete review of CAP Tool User's Manual, as necessary, to assist in the development of the document.
  - Perform periodic maintenance of the CAP database to update it for any GIS Mapping Updates in the system, localized field survey updates generated from CAP Requests, pump station capacity updates, capacity enhancing projects completed and I/I or storage credits achieved as the CW2020 program is implemented.
  - Coordinate and document CAP supporting processes such as Pump Station Capacity Reviews, updates to the tool as minor batch functions or single updates, updates to the CAP Tool User's Manual, wet weather SSOs on an occurrence basis and any other data that has to be manually input, updated on CAP Tool or may affect the results of the CAP Tool or CAP analysis.
  - Oversee and potentially perform Periodic (likely annual) maintenance to the CAP tool by updating it with new collection system survey information, I/I credits and other information.

- Review of CAP Requests
  - Follow standard processes developed by the City and CW2020 for preforming review of CAP requests.
  - Follow the CAP SOP and any associated SOPs for the review of CAPs, and work with the City's CAP Manager to ensure reviews and documentation are in compliance with the CAP and the CD.
  - Perform CAP and PreCAP requests weekly and present to the City's CAP Manager for review and signature. Perform the CAP Analysis and Documentation tasks to complete the review, evaluation, response, reporting and documentation on CAP and PreCAP Requests. This includes performing industrial development capacity reviews as needed.
  - Oversee and manage requests to the City's Hydraulic Model Consultant managing the current wastewater system hydraulic model as needed to support or provide further and higher level hydraulic reviews. Coordinate with the City's CAP Manager to track, review deliverables and manage these modeling requests so they remain on schedule and within budget.
  - Perform detailed capacity analysis reviews (as needed) on gravity sewer, pump stations and force main systems utilizing but not limited to the following resources (SewerCad, Microsoft Excel, Arc GIS, etc.) to complete the evaluation of CAP Requests.
  - As needed and requested by the City, identify, investigate, analyze and develop solutions to, and implement complex problems that involve the City's wastewater system and its ability to provide wastewater collection, conveyance and treatment services.
  - Evaluate, document and update database for all CAP Approval issued as Essential Services, illicit connections or In-Lieu of Certifications, including supporting documentation.
  - Coordinate with the CAP Tool Consultant and Hydraulic Model Consultant, as necessary, to complete analysis of system capacity.
  - Coordinate and meet with City Staff, CW2020 Staff, CAP Requesters and Consultant engineers to gather all required information to perform wastewater system capacity analysis as needed. Meetings with City and CW2020 staff to be held at City/CW2020 offices. Independently coordinate with developers and engineers to obtain information needed to adequately perform CAP reviews.
  - Work with the City's CAP Manager to identify system improvements that could resolve capacity constraints for approval of CAP Requests. Assist the City's CAP Manager in conveying these solutions to the CAP Requesters and documenting the conditions for any subsequent and contingent approvals.
  - Present completed CAP analysis to the City for review and approval. Prepare written or oral reports and technical memos as needed.
  - Complete Quarterly CAP reviews of available capacity for Minor Connections as needed and in order to maintain CD Compliance. Maintain a separate accounting of any Minor Connections requested and complete the Quarterly reconciliation, new Quarterly reviews and perform updates as necessary resulting from the Quarterly reviews of minor connections.
  - Work with City's GIS personnel to update maps of capacity limitations periodically (currently quarterly).
  - Manage and review Satellite Sewer System submittals.

- Assist in task as identified as needed by the City's CAP Manager when requested.
- Work with the City and CW2020 staff to identify, investigate and analyze CAP problems, gaps or areas needing improvements, including recommending and implementing solutions as directed to maintain compliance with CD requirements. This also includes items identified in the CAP Action Items tracking list.
- Assist other related services to assist City engineering staff when requested.

The Consultant's professional support services staff is expected to work normal office work hours or as approved by the City, excluding City Holidays and Vacation. This Scope of Services assumes the Consultant's CAP Manager will work on-site at the Columbia Clean Water 2020 office or a designated City office up to two days a week or as needed to meet the service support needs. Changes or adjustments in working hours and work location may be approved on a case-by-case basis by the City of Columbia.

Compensation for services provided under this Scope of Services will be on an hourly basis in accordance with the Consultant's current Hourly Rate Schedule identified in Exhibit C.

EXHIBIT B

PROJECT SCHEDULE

City of Columbia
CIP# SS7593
Capacity Assurance Program Professional Support Services

The services described under Exhibit A – Scope of Services will be provided within the mutually agreeable schedule established within the period from Notice-To-Proceed through June 30, 2023. (depending on funding approval for each fiscal year). It is anticipated that services under Exhibit A, upon mutual agreement, may be authorized by the City for up to one additional one-year period in accordance with RFQ 001-20-21-NMJ.

For the period of service listed below, it is assumed that the Consultant will provide up to 28 hours a week to provide the services outlined in Exhibit A – Scope of Services. The period of service can be modified or terminated as outlined in the Agreement.

Upon authorization by the City and mutual agreement by AECOM Technical Services, Inc., it is currently anticipated that the total Contract schedule will be extended through the dates listed below:

Task	Start Date	End Date
NTP for CAP Professional Support Services for FY21/22 – FY22/23	NTP	June 30, 2023

EXHIBIT C

COMPENSATION

City of Columbia
CIP# SS7593
Capacity Assurance Program Professional Support Services

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on an hourly basis with a not-to-exceed cost ceiling as outlined below. The not-to-exceed cost ceiling is broken out by fiscal year and shown in Table 1.

The Consultant will provide hourly services upon issuance of the Notice-To-Proceed until June 30, 2022 (End of FY21/22). Services beginning on July 1, 2022 shall be authorized upon issuance of an approved PO with approved funding from FY22/23 at which time will be authorized with a not-to-exceed cost ceiling through June 30, 2023. Services after June 30, 2023 shall be authorized based on the contract terms by Contract Amendment to allow for a one-year contract extension anticipated to expire June 30, 2024.

Table 1 – Cost Breakdown by Fiscal Year

Task	Not-To-Exceed Cost Ceiling	Funding Year
Task 100 – CAP Professional Support Services (by hour)	$190,320	FY 21/22
Task 100 – CAP Professional Support Services (by hour)	$195,780*	FY 22/23
Total Contract Value:	$386,100	FY21/22-FY22/23

*FY 22/23 Task 100 Services to require written City authorization

The Consultant shall be compensated for actual work performed on an hourly and unit price basis (hourly rate schedule provided in Table 2 of Exhibit C) for services listed in Exhibit A. The Not-to-Exceed Fee for scope of services from July 1, 2021 through June 30, 2022 is $190,320. The Not-to-Exceed Fee for scope of services from July 1, 2022 through June 30, 2023 is $195,780 (to be authorized in writing). The total Not-To-Exceed Fee of scope of services from NTP through June 30, 2023 is $386,100 (Fiscal year funding approvals and additional scope of service(s) for this effort may be created and executed by contract amendment if mutually agreeable).

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates as noted within Table 2 of Exhibit C. The hourly rates provided shall include all expenses.

HOURLY BILLING RATES
2021-2022 AECOM Technical Services, Inc.

City of Columbia
CIP# SS7593
Capacity Assurance Program Professional Support Services

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on a Not-To-Exceed cost ceiling of $190,780 for services July 1, 2021 through June 30, 2022 and $195,780 for services July 1, 2022 through June 30, 2023 (to be authorized in writing). The total Not-To-Exceed Fee of scope of services through June 30, 2023 is $386,100.

AECOM Technical Services, Inc. shall be allowed to adjust employee hourly rates on an annual basis starting in July 2022. Adjustments shall not exceed 3% per year. Table 2 below summarizes the FY21/22 AECOM Technical Services, Inc. Billing Rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 2 FY21/22 Hourly Billing Rates

Employee Classification	Billing Rates ($/hr)
Senior Project Manager	$195
Project Manager	$155
Project Engineer	$135
Engineering Associate	$110

All invoices for this Contract shall provide line items for the following breakout of services:

1. Invoiced Labor (by hour) - $XXX,XXX.00 (XX hours x $XXX/hr.)

2. Also include the total contact authorized amount, City purchase order number, Date of services, detailed description of services provided during billing period, and amount remaining on contract.

When services performed under this contract approach the not-to-exceed budget limit, the Consultant will notify the City in writing. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
None				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $_____
TOTAL CONTRACT AMOUNT: $_____

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

Business Name: _- AECOM Technical Services, Inc.

Representative Name/Title: Gary L. Freeman, Sr., PE, Vice President

Date: May 11, 2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

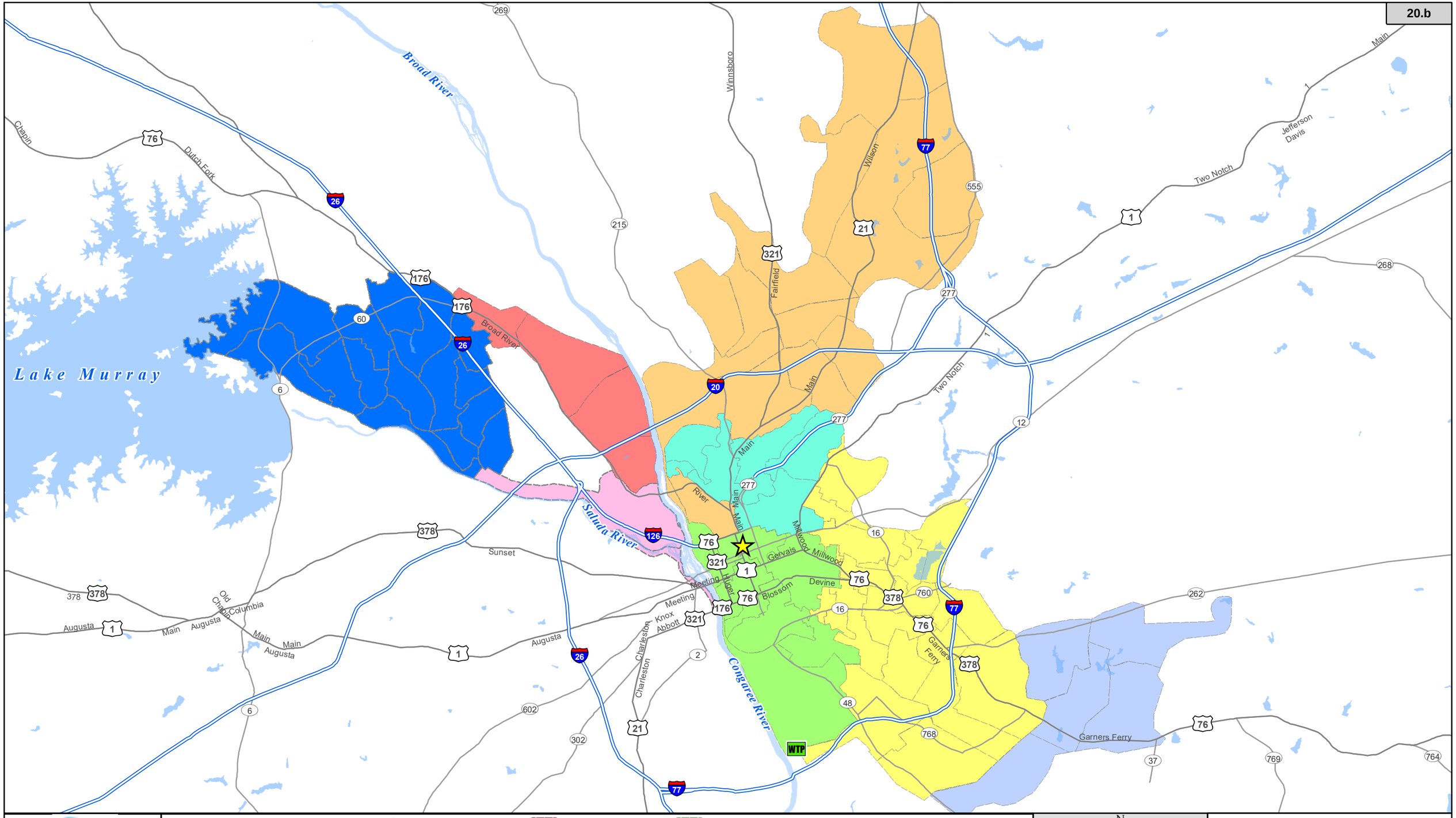
City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #



City Hall

WTP Metro WWTP

Broad River
Crane Creek
Gills Creek
Mill Creek
Rocky Branch
Saluda River
Smith Branch
West Columbia

N

1 inch = 2 miles

0 1.25 2.5 Miles

Clean Water 2020
Columbia's Clear Vision For Clean Water

We Are Columbia

CBP:4/14/2021
Y:\Projects\Active\CW2020_Master\Production_Maps\ProjectLocation_Maps\CIP

SS7593 – Capacity Assurance Program Professional Support Services

Prepared For:

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-20-21-NMJ Project Management and Capacity Assurance Program Professional Services for the City of Columbia.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Carper Civil Consulting, LLC, (hereinafter referred to as the "Consultant"), to provide project management and consultant oversight services to the City of Columbia.

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

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

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of three (3) years, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit C)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Three Hundred Eighty-Eight Thousand, Seven Hundred Fifty-Two Dollars and No/100 ($388,752.00).

   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

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have

been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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	N/A	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/) - **Non-applicable**

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain

capital improvement projects may be designated by the City of 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

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

INDEMNIFICATION & INSURANCE

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

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

   Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of

the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

8. PERMITS & LICENSES

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water

Resources Permits, Corps of Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

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

10. **INTEREST OF 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 Consultants 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.

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

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

    B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure;

    D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

    E. Upon expiration of the term of this Agreement; and

    F. By mutual agreement.

    Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods

provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

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

Carper Civil Consulting, LLC
Name: Lauren Carper
Title: Program Manager
Address: 2547 Josiah Street
Charleston, SC 29492
Phone: (843) 471-2089
Email: lauren@carpercivilconsulting.com

16. **CONSENT DECREE** - **Non-Applicable**

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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 Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known

that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Contractor/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 the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant operations, including, but not limited to the Consultant employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation/Hourly Billing Rates

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

CARPER CIVIL CONSULTING, LLC

Lauren Carper, Principal Lauren Carper **Date:** 5-26-21

Print: Name/Title **Signature**

(Corporate Seal)

Attest

_____ **Date:** 5-26-2021

Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

5/25/2021

EXHIBIT A

SCOPE OF SERVICES

City of Columbia
CIP# SS7591
Project Management Services

Project Description

The services provided by Carper Civil Consulting, LLC (Consultant) to the City of Columbia (City) under Project SS7591 – Project Management Services generally include providing project management and consultant oversight services to the City including managing project scope, schedule and budget for various selected capital improvement and operation and maintenance related projects. Project complexity and type may vary based upon the needs of the City but is generally expected to consist of rehabilitation and/or conveyance projects of moderate complexity and size.

It is anticipated that the current need for part time project management services will require a workload of approximately 28 hours per week. The City may coordinate with the Consultant to increase or decrease the amount of services to be provided as needs evolve.

In general, the Consultant shall coordinate with the City and the City's Clean Water 2020 (CW2020) Program Manager on all aspects of project management including, but not limited to:

- Managing all phases of work, including planning, preliminary engineering, design, permitting, bidding, and construction
- Closely monitoring scope, schedule and budget and reporting to CW2020 and the City on project status
- Daily and weekly coordination between consulting engineers, contractors, CW2020 program staff, and City Staff.
- Utilizing standard processes developed by the City and CW2020
- Working with consulting engineers, City, and CW2020 staff to identify, investigate, analyze engineering problems, including recommending and implementing solutions as directed.
- Acting as the City's project management representative with consulting engineers, equipment manufacturers and contractors.
- Deliverable review of consultant submittals
- Assisting in the development of scopes of work for new projects, as needed.

Project Management Services

Provide project management overview for projects and tasks assigned by the City to the Consultant and under the direction of the CW2020 Program Manager. Tasks and projects may vary as to issues and tasks assigned by the City.

The Consultant's Project Manager (Lauren Carper) will follow guidelines and methods developed by CW2020 for the City. The Consultant is responsible for following these guidelines and methods to properly track, report, and assist in overview of projects under the CW2020 Program. The guidelines are provided in the CW2020 Project Manager Guide. The Project Manager is responsible for the projects' data being collected and properly stored in SharePoint. The Project Manager will be responsible for project management reporting status to the CW2020 Program Controls, Project Management, and City in clear, effective, and accurate reports.

The Project Manager will report to the CW2020 Design and Construction Management Task Leader (Jamie Kelso), CW2020 Project Manager (Bryan Cully), and the City's Wastewater Project Manager (John Riggs) and will work as an extension of City's staff. The CW2020 Design and Construction Management Task Leader (Jamie Kelso) will be responsible for assigning and monitoring the work of the Project Manager. All newly assigned work will be approved by the City's Wastewater Project Manager prior to final assignment to the Project Manager.

The Project Manager is expected to work normal work hours or as approved by the City, excluding City Holidays and Vacation. This Scope of Services assumes the Project Manager will work on-site at the Columbia Clean Water 2020 office up to two days a week.

Project-specific management services shall also include the following tasks:

- Participation in design review and other project meetings, including review of agendas and minutes
- Ensuring SharePoint is kept current with all relevant project documentation
- Overseeing consulting engineers as they complete and submit design documents.
- Reviewing consultant engineer's deliverables, including invoices, monthly progress reports, schedules, reports, studies, technical memorandums, design submissions, permit submittals, etc.
- Providing easement and property coordination between consulting engineers, City Engineering, and City Real Estate Staff.
- Providing bidding assistance and coordination with the City's Engineering and Procurement staff.
- Reviewing construction work in progress, participating in construction progress meetings, and reviewing work at completion for compliance with the approved project documents.
- Managing and coordinating public involvement, as required.

Primary Responsibilities:

Maintain project management services for the City overseeing the consultants/contractors that will be awarded or have been awarded contracts by the City. These contracts are included in the following list:

-
- SS7363 – Smith Branch 03 SSES
- SS7424 – Broad River 02 SSES
- SS7425 – Rocky Branch 03 SSES
- SS7447 – Garden Springs SS Extension
- SS7449 – Olympia SS Extension
- SS7463 – Crane Creek 01 SSES
- SS7464 – Crane Creek 02 and 04 SSES
- SS7478 – Rocky Branch 01 SSES – Additional Work
- SS7479- Smith Branch SSES – Additional Work
- SS7581 – Wastewater Collection System Manhole Survey (VAM)
- SS7582 – Wastewater Collection System Manhole Survey (HYS)
- SS7583 – Engineer Led Find and Fix (SR02)
- Others may be assigned by the City as funding and time allows

EXHIBIT B

PROJECT SCHEDULE

City of Columbia
CIP# SS7591
Project Management Services

The services described under Exhibit A – Scope of Services will be provided within the mutually agreeable schedule established within the period from Notice-To-Proceed through June 30, 2023. (depending on funding approval for each fiscal year). It is anticipated that services under Exhibit A, upon mutual agreement, may be authorized by the City for up to one additional one-year period in accordance with RFQ 001-20-21-NMJ.

For the period of service listed below, it is assumed that the Project Manager (Lauren Carper) will provide up to 28 hours a week to provide the services outlined in Exhibit A – Scope of Services. The period of service can be modified or terminated as outlined in the Agreement.

Upon authorization by the City and mutual agreement by Carper Civil Consulting, it is currently anticipated that the total Contract schedule will be extended through the dates listed below:

Task	Start Date	End Date
NTP for PM Services for FY21/22 – FY22/23	NTP	June 30, 2023
PM Services Extended through FY23/24	July 1, 2023	June 30, 2024

EXHIBIT C

COMPENSATION

City of Columbia
CIP# SS7591
Project Management Services

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on an hourly basis with a not-to-exceed cost ceiling as outlined below. The not-to-exceed cost ceiling is broken out by fiscal year and shown in Table 1.

The Consultant will provide hourly services upon issuance of the Notice-To-Proceed until June 30, 2022 (End of FY21/22). Services beginning on July 1, 2022 shall be authorized upon issuance of an approved PO with approved funding from FY22/23 at which time will be authorized with a not-to-exceed cost ceiling through June 30, 2023. Services after June 30, 2023 shall be authorized based on the contract terms by Contract Amendment to allow for a one-year contract extension anticipated to expire June 30, 2024.

Table 1 – Cost Breakdown by Fiscal Year

Task	Not-To-Exceed Cost Ceiling	Funding Year
Task 100 – Project Management Services (by hour)	$192,192	FY 21/22
Task 100 – Project Management Services (by hour)	$196,560*	FY 22/23
Total Contract Value:	$388,752	FY21/22-FY22/23

*FY 22/23 Task 100 Services to require written City authorization

The Consultant shall be compensated for actual work performed on an hourly and unit price basis (hourly rate schedule provided in Exhibit C) for services listed in Exhibit A. The Not-to-Exceed Fee for scope of services from July 1, 2021 through June 30, 2022 is $192,192. The Not-to-Exceed Fee for scope of services from July 1, 2022 through June 30, 2023 is $196,560 (to be authorized in writing). The total Not-To-Exceed Fee of scope of services from NTP through June 30, 2023 is $388,752 (Fiscal year funding approvals and additional scope of service(s) for this effort may be created and executed by contract amendment if mutually agreeable).

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates as noted within Table 2 of Exhibit C. The hourly rates provided shall include all expenses.

HOURLY BILLING RATES
2021-2022 Carper Civil Consulting, LLC

City of Columbia
CIP# SS7591
Project Management Services

Carper Civil Consulting, LLC shall be allowed to adjust employee hourly rates on an annual basis starting in July 2022. Adjustments shall not exceed 3% per year. Table 2 below summarizes the FY21/22 Carper Civil Consulting, LLC Billing Rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 2 FY21/22 Hourly Billing Rates

Employee Classification	Billing Rates ($/hr)
Project Manager	$132

All invoices for this Contract shall provide line items for the following breakout of services:

1. Invoiced Labor (by hour) - $XXX,XXX.00 (XX hours x $XXX/hr.)

2. Also include the total contact authorized amount, City purchase order number, Date of services, and amount remaining on contract.

When services performed under this contract approach the not-to-exceed budget limit, the Consultant will notify the City in writing. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

Appendix: Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
None				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $_____
TOTAL CONTRACT AMOUNT: $_____

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

Business Name: Carper Civil Consulting, LLC

Representative Name/Title: Lauren Carper, PE / Principal

Date: April 21, 2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #

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

_____
Company Name

_____
Physical Address

_____
Mailing Address

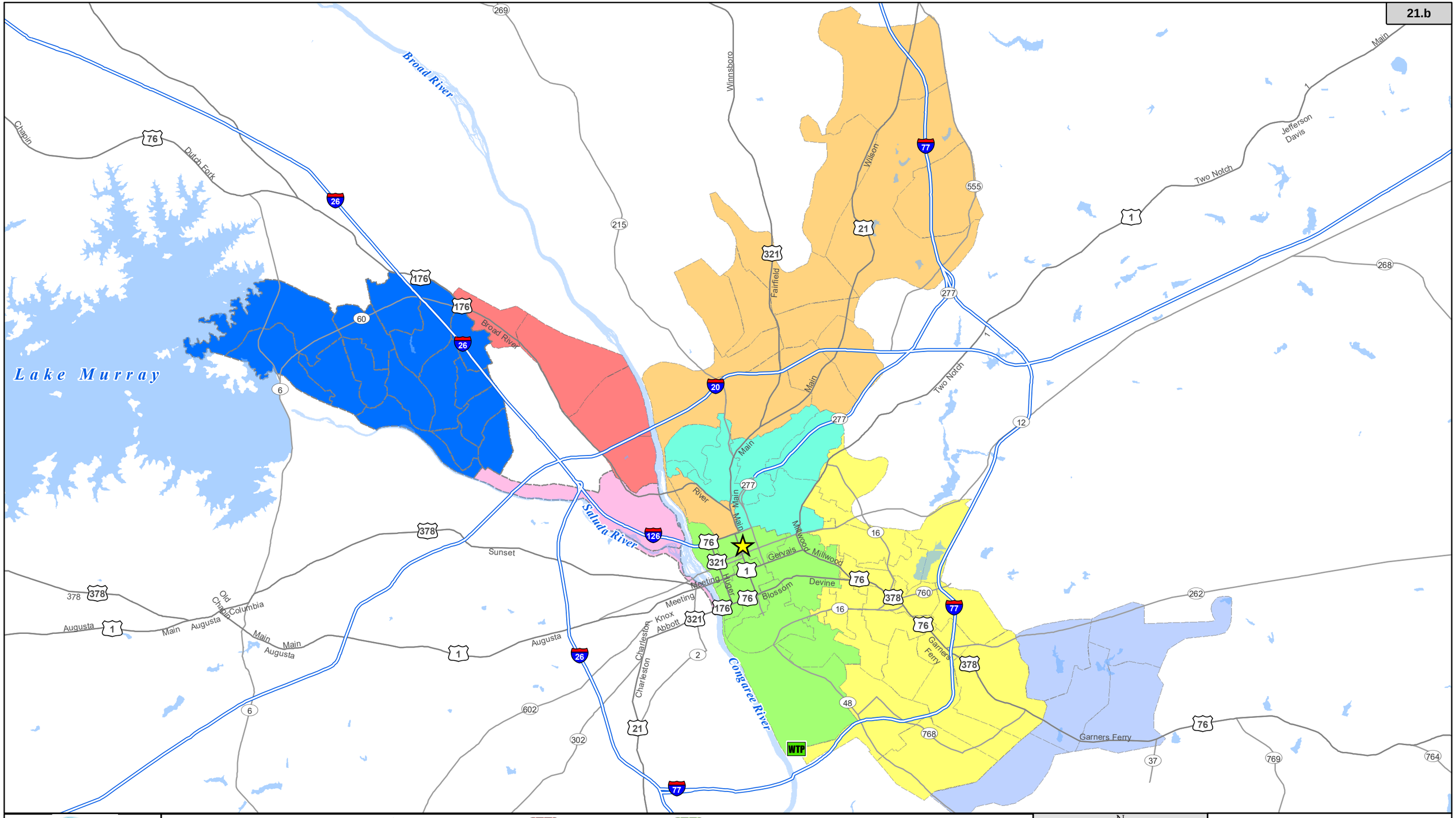
_____
City/State Zip Code + 4

(_____)_____ (_____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____
Primary Contact Email Address Secondary Contact Email Address

_____
Federal ID # Vendor #



City Hall

WTP Metro WWTP

- Broad River
- Crane Creek
- Gills Creek
- Mill Creek
- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia

1 inch = 2 miles

0 1.25 2.5 Miles

SS7591 –Project Management Services

Prepared For:

CBP:4/14/2021
T:\Projects\Active\CW2020_Master\Production_Maps\ProjectLocation_Maps\CIP

Columbia Water
Drinking Water • Wastewater • Stormwater

Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

July 13, 2021

TO: Teresa Wilson
City Manager

FROM: Dana Higgins, PE
Director of Engineering

RE: 2021 Waterline and Hydrant Indefinite Delivery Contracts

The Engineering Department was tasked with assisting the Utilities Department with addressing the repairs of existing waterlines due to a large number of vacancies. It was determined that Indefinite Delivery Contracts (IDC) with multiple contractors, serving as an extension of staff, able and ready to complete the repairs was the best path forward.

The Engineering Department developed a Request for Qualifications (RFQ) in August 2020 for repair work to be performed on City waterlines and hydrants. There are 8 mentor protégé teams on the City of Columbia's approved contractors list. This RFQ was distributed to these 8 teams. The submittals were reviewed and rated based on knowledge of the system, experience, and availability.

The following contractors were selected to be short listed:

Carolina Tap and Bore,
GH Smith Construction Company,
LAD Construction, and
Lake Murray Utilities Company.

The initial purchase order amounts were based on the rankings from the qualification process. Carolina Tap and Bore and LAD Construction were the highest ranked firms and each received a purchase order of $500,000. GH Smith Construction and Lake Murray Utilities received $250,000 each. Council issued approval for these contracts at the November 17, 2020 Council meeting. The contracts have a term of one year with the option to renew for two additional one year terms. Current contracts expire on December 10, 2021.

At the May 18, 2021 Council meeting, Council approved an additional $250,000 for Carolina Tap and Bore, an additional $200,000 for GH Smith, and an addition $150,000 for Lake Murray Utilities.

The table below provides the original contract amount, the additional funds that were approved in May 2021, the total billed to date, and the remaining balance, as of the most recent pay applications that have been received.

Contractor	Original Contract	Amendment	Total Billed to Date	Amount Remaining
Carolina Tap and Bore	$500,000	$250,000	$633,282	$116,718
LAD	$500,000	$0	$340,863	$159,137
GH Smith	$250,000	$200,000	$203,803	$246,197
Lake Murray Utilities	$250,000	$150,000	$400,000	$0

The contractors are continuing the repair or replacement work to the waterlines, hydrants, and the associated restoration.

Council will be asked to approve contract amendments for an additional purchase order for each of the contractors listed in the table below:

Contractor	New Purchase Order Amount	Council Meeting
Carolina Tap and Bore	$500,000	July 20, 2021
LAD	$400,000	July 20, 2021
GH Smith	$400,000	August 3, 2021
Lake Murray Utilities	$400,000	July 20, 2021

A one-year contract renewal request will be forthcoming for Council approval in late October or early November 2021. A new RFQ will be sent out spring 2022 to the 8 mentor protégé teams on the approved contractors list.

Contract Amendment #2

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Lake Murray Utility Company, Incorporated

July 6, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Lake Murray Utility Company, Incorporated (Contractor) executed December 3, 2020 (Agreement) to amend the not to exceed contract amount, modify the task order administration process, and to increase the contract amount for Fiscal Year 2021 - 2022 for additional leak and hydrant repair work, as described below:

This amendment modifies *Section 6. Compensation, A.* of the agreement, revising the statement: *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Two Hundred Fifty Thousand Dollars and No/100 ($250,000.00)"* to read *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Seven Hundred Fifty Thousand Dollars and No/100 ($750,000.00) for each Fiscal Year."*

This amendment deletes *Section 6. Compensation, B. Task Order Administration* of the agreement in its entirety and replaces it with *Section 6. Compensation, B. Project Administration* as provided in Attachment A attached hereto.

This amendment also provides funding for Fiscal Year 2021 – 2022, increasing the contract amount as represented within the table below.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Fiscal Year 2020 – 2021; Purchase Order# P187184):	$250,000.00
Amendment #1 (Cost Increase/Addition; Purchase Order# P187184):	$150,000.00
Current Contract Amount:	**$400,000.00**
This Contract Amendment #2 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Requisition# R210903):	**$400,000.00**
Revised Contract Amount:	**$800,000.00**

This Change is Acceptable:

Name of Firm
Lake Murray Utility Company, Incorporated

R. Jennings Parker
Print Name

R. Jennings Parker
Signature

7-8-2021
Date

APPROVED AS TO FORM
Legal Department City of Columbia, SC
7/7/2021

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date Witness

Attachment A

6. COMPENSATION

B. Project Administration:

The City will consider the Contractors effort and workload capacity at the time the proposed projects are identified to determine their ability to handle the work

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all projects. There may also be instances when the City will not compete projects based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Projects shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Projects shall not be artificially divided to circumvent procurement regulations.

Project requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

Upon approval of a project award, an email notification will be issued with the notification for commencing work, including a copy of the final approved bid form.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

OBO MPP Change Order/Amendment
Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

Contractor: Lake Murray Utilities Company, Inc.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	$ 400,000.00	$ 320,000.00	80.0%	$ 80,000.00	20.0%	$ 0.00	0.0%
2022 Amendment (Increase):	$ 400,000.00	$ 320,000.00	80.0%	$ 80,000.00	20.0%	$ 0.00	0.0%
Revised Contract:	**$ 800,000.00**	**$ 640,000.00**	**80.0%**	**$160,000.00**	**20.0%**	**$ 0.00**	**0.0%**
Current Contract Status:							
WM4610:	$ 399,903.00	$ 399,903.00	100.0%	$ 0.00	0.0%	$ 0.00	0.0%
Totals to Date 2021:	**$ 399,903.00**	**$ 399,903.00**	**100.0%**	**$ 0.00**	**0.0%**	$ 0.00	0.0%

MPP Project#/Name: 2022 Hydrant-Waterline Repairs **Change Order #:** 01 (Ex: 01, 02)

Change Order/Amendment Amount: $400,000.00

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

Adding $400,000.00 to the Contract for the Fiscal Year (FY) 2021/2022.

Change Order/Amendment Type:

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

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

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

- **Amount of Change Order/Amendment to be received by the protégé:** $80,000.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Water Main Repairs, Fire Hydrant Repairs, Water Service Renewals, and construction services as indicated in the approved Implementation Plan for this Project. Mentor must insure that the Protégé meets the 20% ($160,000.00) required goal for both FY 2020/2021 and FY 2021/2022 in FY 2021/2022.

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

5. **Revised scope of work**

Adding $400,000.00 to the Contract for the Fiscal Year 2021/2022 to cover New Water Breaks and Fire Hydrant Repairs. Mentor must insure that the Protégé meets the 20% ($160,000.00) required goal for both FY 2020/2021 and FY 2021/2022 in FY 2021/2022.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by R. Jennings Parker (Mentor Firm) this 0th day of July 2021.

By: R. Jennings Parker Title: President

Firm Name: Lake Murray Utility Company, Inc.

EXECUTED by John W. Brown (Protégé Firm) this 8th day of July 2021.

By: John W. Brown Title: President

Firm Name: J.W. Brown Construction, LLC

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was $400,000.00. The original amount received by the protégé was $80,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is $800,000.00.The protégé will receive $160,000.00 or 20.% of the revised total contract amount.

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

By: Latonya B Germany Title: Program Compliance Specialist

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

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

We Are Columbia

MENTOR PROTÉGÉ PROGRAM
Implementation Plan for IDC's

Date: 5-6-2021

IDC Project Name & Project Number: Water leak / hydrant IDC

Mentor: Lake Murray Utility Co., Inc.

Protégé: J.W. Brown Construction

Total Project Contract Amount: Total $400,000 ($250,000 previously approved + $150,000 being requested)

Mentor Amount: $320,000

Mentor % of Total Contract: 80%

Protégé Amount: $80,000

Protégé % of Total Contract: 20%

Duration of the Project: _____

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

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

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

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

We will subcontract a minimum of 20% to our protege giving them specific work to complete working along side of Mentor.

CITY OF COLUMBIA

We Are Columbia

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

2. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor:
We will use our crew and our equipment

Protégé:
John Brown is their supervisor. They will use their own equipment and ours when needed.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:		
List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?

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

a. Description of Mentor's responsibilities on project:
Overall project management, billing, ordering material, addressing safety issues, calling in locates

b. Description of Protégé responsibilities on project: Reporting any problems to mentor with specific work assigned to them while maintaining safety goals.

c. Description of responsibilities that will be completed as a team:
Keeping up with weekly completion goals - meeting with city inspectors if needed, communicating w/ eachother on issues.

CITY OF COLUMBIA

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Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Lake Murray Utility (Mentor Firm) this 6th day of May 2021.
Corporate SEAL

By: R. Jennings Parker
Title: President
Firm Name: Lake Murray Utility Company, Inc.

ATTEST:
By: Cheryl K. Goodee
Title: office manager

EXECUTED by J.W. Brown Const., LLC (Protégé Firm) this 6th day of May 2021.
Corporate SEAL

By: John W. Brown
Title: President
Firm Name: J.W. Brown Construction, LLC

ATTEST: Cheryl K. Goodee
By:
Title: Office Manager

RECOMMENDED FOR APPROVAL:
EXECUTED by the Office of Business Opportunities - Compliance on this 7 day of May 2021.

By: *Juliet M Nelly*

Title: *Compliance Administrator*

Columbia Water
Drinking Water • Wastewater • Stormwater

Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

July 13, 2021

TO: Teresa Wilson
City Manager

FROM: Dana Higgins, PE
Director of Engineering

RE: 2021 Waterline and Hydrant Indefinite Delivery Contracts

The Engineering Department was tasked with assisting the Utilities Department with addressing the repairs of existing waterlines due to a large number of vacancies. It was determined that Indefinite Delivery Contracts (IDC) with multiple contractors, serving as an extension of staff, able and ready to complete the repairs was the best path forward.

The Engineering Department developed a Request for Qualifications (RFQ) in August 2020 for repair work to be performed on City waterlines and hydrants. There are 8 mentor protégé teams on the City of Columbia's approved contractors list. This RFQ was distributed to these 8 teams. The submittals were reviewed and rated based on knowledge of the system, experience, and availability.

The following contractors were selected to be short listed:

Carolina Tap and Bore,
GH Smith Construction Company,
LAD Construction, and
Lake Murray Utilities Company.

The initial purchase order amounts were based on the rankings from the qualification process. Carolina Tap and Bore and LAD Construction were the highest ranked firms and each received a purchase order of $500,000. GH Smith Construction and Lake Murray Utilities received $250,000 each. Council issued approval for these contracts at the November 17, 2020 Council meeting. The contracts have a term of one year with the option to renew for two additional one year terms. Current contracts expire on December 10, 2021.

At the May 18, 2021 Council meeting, Council approved an additional $250,000 for Carolina Tap and Bore, an additional $200,000 for GH Smith, and an addition $150,000 for Lake Murray Utilities.

The table below provides the original contract amount, the additional funds that were approved in May 2021, the total billed to date, and the remaining balance, as of the most recent pay applications that have been received.

Contractor	Original Contract	Amendment	Total Billed to Date	Amount Remaining
Carolina Tap and Bore	$500,000	$250,000	$633,282	$116,718
LAD	$500,000	$0	$340,863	$159,137
GH Smith	$250,000	$200,000	$203,803	$246,197
Lake Murray Utilities	$250,000	$150,000	$400,000	$0

The contractors are continuing the repair or replacement work to the waterlines, hydrants, and the associated restoration.

Council will be asked to approve contract amendments for an additional purchase order for each of the contractors listed in the table below:

Contractor	New Purchase Order Amount	Council Meeting
Carolina Tap and Bore	$500,000	July 20, 2021
LAD	$400,000	July 20, 2021
GH Smith	$400,000	August 3, 2021
Lake Murray Utilities	$400,000	July 20, 2021

A one-year contract renewal request will be forthcoming for Council approval in late October or early November 2021. A new RFQ will be sent out spring 2022 to the 8 mentor protégé teams on the approved contractors list.

Contract Amendment #1

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

LAD Construction, Limited Liability Company

July 6, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and LAD Construction, Limited Liability Company (Contractor) executed December 3, 2020 (Agreement) to amend the not to exceed contract amount, modify the task order administration process, and to increase the contract amount for Fiscal Year 2021 - 2022 for additional leak and hydrant repair work, as described below:

This amendment modifies *Section 6. Compensation, A.* of the agreement, revising the statement: *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Five Hundred Thousand Dollars and No/100 ($500,000.00)"* to read *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Seven Hundred Fifty Thousand Dollars and No/100 ($750,000.00) for each Fiscal Year."*

This amendment deletes *Section 6. Compensation, B. Task Order Administration* of the agreement in its entirety and replaces it with *Section 6. Compensation, B. Project Administration* as provided in Attachment A attached hereto.

This amendment also provides funding for Fiscal Year 2021 – 2022, increasing the contract amount as represented within the table below.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Fiscal Year 2020 – 2021; Purchase Order# P187186):	$500,000.00
Current Contract Amount:	**$500,000.00**
This Contract Amendment #1 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Requisition# R210901):	**$400,000.00**
Revised Contract Amount:	**$900,000.00**

This Change is Acceptable:

Name of Firm
LAD Construction, Limited Liability Company

ROBERT T. BLACKWELL
Print Name

Signature

7/8/2021
Date

APPROVED AS TO FORM
Legal Department City of Columbia, SC
7/7/2021

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date Witness

Attachment A

6. COMPENSATION

B. Project Administration:

The City will consider the Contractors effort and workload capacity at the time the proposed projects are identified to determine their ability to handle the work

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all projects. There may also be instances when the City will not compete projects based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Projects shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Projects shall not be artificially divided to circumvent procurement regulations.

Project requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

Upon approval of a project award, an email notification will be issued with the notification for commencing work, including a copy of the final approved bid form.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

OBO MPP Change Order/Amendment
Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

Contractor: LAD Construction, LLC

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:	$ 500,000.00	$ 400,000.00	80.0%	$100,000.00	20.0%	$ 0.00	0.0%
2022 Amendment (Increase):	$ 400,000.00	$ 320,000.00	80.0%	$ 80,000.00	20.0%	$ 0.00	0.0%
Revised Contract:	**$ 900,000.00**	**$ 720,000.00**	**80.0%**	**$180,000.00**	**20.0%**	**$ 0.00**	**0.0%**
Current Contract Status:							
WM4605:	$ 340,863.00	$ 340,863.00	100.0%	$ 0.00	0.0%	$ 0.00	0.0%
Totals to Date 2021:	**$ 340,863.00**	**$ 340,863.00**	**100.0%**	**$ 0.00**	**0.0%**	$ 0.00	0.0%

MPP Project#/Name: 2022 Hydrant-Waterline Repairs **Change Order #:** 01 (Ex: 01, 02)

Change Order/Amendment Amount: $400,000.00

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

Adding $400,000.00 to the Contract for the Fiscal Year (FY) 2021/2022.

Change Order/Amendment Type:

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

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

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

- **Amount of Change Order/Amendment to be received by the protégé:** $80,000.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Water Main Repairs, Fire Hydrant Repairs, Water Service Renewals, and construction services as indicated in the approved Implementation Plan for this Project. Mentor must insure that the Protégé meets the 20% ($180,000.00) required goal for both FY 2020/2021 and FY 2021/2022 in FY 2021/2022.

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

5. **Revised scope of work**

Adding $400,000.00 to the Contract for the Fiscal Year 2021/2022 to cover New Water Breaks and Fire Hydrant Repairs. Mentor must insure that the Protégé meets the 20% ($180,000.00) required goal for both FY 2020/2021 and FY 2021/2022 in FY 2021/2022.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by LAD CONSTRUCTION, LLC (Mentor Firm) this 8TH day of JULY 2021.

By: _____ Title: PRESIDENT

ROBERT T. BLACKWELL

Firm Name: LAD CONSTRUCTION, LLC

EXECUTED by J. A. Mabus & Associates Inc (Protégé Firm) this 8th day of July 2021.

By: _____ Title: President

Firm Name: J. A. Mabus & Associates Inc

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was $500,000.00. The original amount received by the protégé was $100,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is $900,000.00. The protégé will receive $180,000.00 or 20% of the revised total contract amount.

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

By: Latonya B Germany Title: Program Compliance Specialist

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

CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM
Implementation Plan

Date: May 6, 2021

Project Number: _____

Mentor: LAD Construction, LLC

Project Name: Hydrants / Water Line Repairs

Protégé: J.A. Mabus

Duration of the Project: 365 Days +

Project Contract Amount: $500,000.00

Protégé Amount: $100,000.00

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.*

To help J.A. Mabus improve on knowledge & skill in utility construction.

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.*

Improve their operational strategies, help them become independent, help them become competitive in the bidding procedures.

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.*

We hope that at the end of this project, J.A. Mabus will be able to bid and work on utilities in the streets of Columbia.

CITY OF COLUMBIA

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

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:

Crew Superintendent, Laborers, Excavator, Loader, Dump Truck

Protégé:

Supervisor, Laborers, Excavator, Loader

Subcontractors:

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Demolition, Water Line Work, Flowable Fill, Service Connections

b. Description of Protégé's responsibilities on project:

Water Line Work, Flowable Fill, Service Connections

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

Water Line Work, Service Installation

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

Water Line Work – 12 Months (Protégé utilized)

CITY OF COLUMBIA

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

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

By working together and having a good line of communication during the installation of the new waterlines.

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

To get J.A. Mabus accustomed to working in the streets of Columbia and understanding the City's Procedures and Guidelines.

9. **Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

Meetings will be held every morning during the work week to discuss strategies and progress.

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

Within 3 business days of receiving payment from the City of Columbia. If J.A. Mabus becomes in need of payment assistance, LAD can provide assistance.

CITY OF COLUMBIA

We Are Columbia

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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: $100,000.00

Percentage of Contract: 20 %
(Minimum of 20% of total contract amount is required)

Mentor Amount (minus Protégé and Subcontractor(s) contract value): $400,000.00

Mentor Percentage of Contract: 80%

CITY OF COLUMBIA

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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by LAD Construction, LLC **(Mentor Firm) this** 6th **day of** May **20** 21.
Corporate SEAL

By: _____
Title: President

LAD CONSTRUCTION, LLC LIMITED LIABILITY SEAL COMPANY STATE OF SOUTH CAROLINA

ATTEST:
By: _____
Title: VP - PRECONSTRUCTION

EXECUTED by J.A. Mabus **(Protégé Firm) this** 6th **day of** May **20** 21.
Corporate SEAL
By: _____
Title: President

ATTEST:
By: _____
Title: Project Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 9 **day of** July **, 20** 21.

By: Latonya B Germany
Program Compliance Specialist
Title: _____

Columbia Water
Drinking Water • Wastewater • Stormwater

Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

July 13, 2021

TO: Teresa Wilson
City Manager

FROM: Dana Higgins, PE
Director of Engineering

RE: 2021 Waterline and Hydrant Indefinite Delivery Contracts

The Engineering Department was tasked with assisting the Utilities Department with addressing the repairs of existing waterlines due to a large number of vacancies. It was determined that Indefinite Delivery Contracts (IDC) with multiple contractors, serving as an extension of staff, able and ready to complete the repairs was the best path forward.

The Engineering Department developed a Request for Qualifications (RFQ) in August 2020 for repair work to be performed on City waterlines and hydrants. There are 8 mentor protégé teams on the City of Columbia's approved contractors list. This RFQ was distributed to these 8 teams. The submittals were reviewed and rated based on knowledge of the system, experience, and availability.

The following contractors were selected to be short listed:

Carolina Tap and Bore,
GH Smith Construction Company,
LAD Construction, and
Lake Murray Utilities Company.

The initial purchase order amounts were based on the rankings from the qualification process. Carolina Tap and Bore and LAD Construction were the highest ranked firms and each received a purchase order of $500,000. GH Smith Construction and Lake Murray Utilities received $250,000 each. Council issued approval for these contracts at the November 17, 2020 Council meeting. The contracts have a term of one year with the option to renew for two additional one year terms. Current contracts expire on December 10, 2021.

At the May 18, 2021 Council meeting, Council approved an additional $250,000 for Carolina Tap and Bore, an additional $200,000 for GH Smith, and an addition $150,000 for Lake Murray Utilities.

The table below provides the original contract amount, the additional funds that were approved in May 2021, the total billed to date, and the remaining balance, as of the most recent pay applications that have been received.

Contractor	Original Contract	Amendment	Total Billed to Date	Amount Remaining
Carolina Tap and Bore	$500,000	$250,000	$633,282	$116,718
LAD	$500,000	$0	$340,863	$159,137
GH Smith	$250,000	$200,000	$203,803	$246,197
Lake Murray Utilities	$250,000	$150,000	$400,000	$0

The contractors are continuing the repair or replacement work to the waterlines, hydrants, and the associated restoration.

Council will be asked to approve contract amendments for an additional purchase order for each of the contractors listed in the table below:

Contractor	New Purchase Order Amount	Council Meeting
Carolina Tap and Bore	$500,000	July 20, 2021
LAD	$400,000	July 20, 2021
GH Smith	$400,000	August 3, 2021
Lake Murray Utilities	$400,000	July 20, 2021

A one-year contract renewal request will be forthcoming for Council approval in late October or early November 2021. A new RFQ will be sent out spring 2022 to the 8 mentor protégé teams on the approved contractors list.

Contract Amendment #2

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Carolina Tap and Bore, Incorporated

July 6, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Carolina Tap and Bore, Incorporated (Contractor) executed December 3, 2020 (Agreement) to amend the not to exceed contract amount, modify the task order administration process, and to increase the contract amount for Fiscal Year 2021 - 2022 for additional leak and hydrant repair work, as described below:

This amendment modifies *Section 6. Compensation, A.* of the agreement, revising the statement: *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Five Hundred Thousand Dollars and No/100 ($500,000.00)"* to read *"The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Seven Hundred Fifty Thousand Dollars and No/100 ($750,000.00) for each Fiscal Year."*

This amendment deletes *Section 6. Compensation, B. Task Order Administration* of the agreement in its entirety and replaces it with *Section 6. Compensation, B. Project Administration* as provided in Attachment A attached hereto.

This amendment also provides funding for Fiscal Year 2021 – 2022, increasing the contract amount as represented within the table below.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Fiscal Year 2020 – 2021; Purchase Order# P187185):	$500,000.00
Amendment #1 (Cost Increase/Addition; Purchase Order# P187185):	$250,000.00
Current Contract Amount:	**$750,000.00**
This Contract Amendment #2 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Requisition# R210900):	**$500,000.00**
Revised Contract Amount:	**$1,250,000.00**

This Change is Acceptable:

Name of Firm
Carolina Tap and Bore, Incorporated

Richard Young
Print Name

Richard Young
Signature

7-7-21
Date

City of Columbia
Office of the City Manager

Teresa Wilson, City Manager

Signature

Date Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
7/7/021

Attachment A

6. COMPENSATION

B. Project Administration:

The City will consider the Contractors effort and workload capacity at the time the proposed projects are identified to determine their ability to handle the work

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all projects. There may also be instances when the City will not compete projects based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Projects shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Projects shall not be artificially divided to circumvent procurement regulations.

Project requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

Upon approval of a project award, an email notification will be issued with the notification for commencing work, including a copy of the final approved bid form.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

OBO MPP Change Order/Amendment
Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

Contractor: Carolina Tap & Bore, Inc.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subcontractors /Subconsultants Amount	Subcontractors /Subconsultants Percentage
Original Contract:CA#1	$ 750,000.00	$ 600,000.00	80.0%	$150,000.00	20.0%	$ 0.00	0.0%
2022 Amendment (Increase): CA#2	$ 500,000.00	$ 400,000.00	80.0%	$100,000.00	20.0%	$ 0.00	0.0%
Revised Contract:	**$ 1,250,000.00**	**$1,000,000.00**	**80.0%**	**$250,000.00**	**20.0%**	**$ 0.00**	**0.0%**
Current Contract Status:							
WM4477:	$ 27,526.80	$ 27,526.80	100.0%	$ 0.00	0.0%	$ 0.00	0.0%
WM4554:	$ 472,313.00	$ 357,717.00	77.1%	$114,596.00	22.9%	$ 0.00	0.0%
Totals to Date:	**$ 499,569.80**	**$ 384,973.80**	**77.1%**	**$114,596.00**	**22.9%**	$ 0.00	0.0%

MPP Project#/Name: 2022 Hydrant-Waterline Repairs **Change Order #:** 02 (Ex: 01, 02)

Change Order/Amendment Amount: $500,000.00

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

Adding $500,000.00 to the Contract for the Fiscal Year (FY) 2021/2022.

Change Order/Amendment Type:

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

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

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

- **Amount of Change Order/Amendment to be received by the protégé:** $100,000.00
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Water Main Repairs, Fire Hydrant Repairs, Water Service Renewals, and construction services as indicated in the approved Implementation Plan for this Project.

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

5. **Revised scope of work**

Adding $500,000.00 to the Contract for the Fiscal Year 2021/2022 to cover New Water Breaks and Fire Hydrant Repairs.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Carolina Tap & Bore Inc. (Mentor Firm) this 8 day of July 2021.

By: _____ Title: President

Firm Name: Carolina Tap & Bore Inc.

EXECUTED by LG Utility Contractors Inc. (Protégé Firm) this 8 day of July 2021.

By: _____ Title: President

Firm Name: Suzanne B. Leitner LG Utility Contractors, Inc.

OBO Statement for the change order/amendment:

OBO has reviewed this funding increase contract amendment. The original project contract amount was $750,000.00. The original amount received by the protégé was $150,000.00, or 20% of the total contract amount. The revised project contract amount, to include previous amendments and the current amendment, is $1,250,000.00. The protégé will receive $250,000.00 or 20% of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 8 day of July, 2021.

By: Latonya B Germany Title: Program Compliance Specialist

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

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM
Implementation Plan for IDC's

Date: _____5-07-21_____

IDC Project Name & Project Number: ___**WM 4554 Water Leaks & Fire hydrant Pilot** _____

Mentor: ___Carolina Tap and Bore _____

Protégé: ___LG Utilities _____

Total Project Contract Amount: _____750,000.00__($500,000 previously approved + $250,000 requesting approval)

Mentor Amount: _____**600,000.00**_____

Mentor % of Total Contract: _____**80%**_____

Protégé Amount: _**150,000.00**_____

Protégé % of Total Contract: ____**20%**_____

Duration of the Project: __**Through June 18-2021**_____

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

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

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

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

When the protégé is working on the project, the mentor will assign a foreman or key man to assist and train in areas as needed.

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

2. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor: We will supply skilled foreman and operators on project. The equipment to be used will be Mini excavator 50 series and dump trucks. The materials that are supplied on most of the contract will be supplied by the mentor. Insurance and bonding will be met per requirements.

Protégé: Protégé will also provide crew with skilled foreman and the same type of equipment as above. Protégé will also carry required insurance and bonding as required.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
No Sub contractors intended		

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

a. Description of Mentor's responsibilities on project: This project consist of leaks and the installation of Fire hydrants. Both Mento & Protégé will be assigned these tasks. The Mentor will have a superintendent over see each task as they are completed by Mentors crew and proteges crew.

b. Description of Protégé responsibilities on project: The protégé will be responsible for traffic control, excavation, repairing leaks, installing Fire hydrants, replacing fill and repairing Roads.

c. Description of responsibilities that will be completed as a team: There will be several tasks that will require more manpower than one crew. When this type of situation comes up, we will team the Mentors crew and the proteges crew together to complete the task. We have done this in the past and it has worked out very well.

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

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

EXECUTED by Carolina Tap & Bore, Inc. (Mentor Firm) this 7day of May 2021.
Corporate SEAL

By: Richard Young
Title: President
Firm Name: Carolina Tap & Bore, Inc.

ATTEST:
By: Melba Cannon
Title: Corporate Secretary

EXECUTED by LG Utility Contractors, Inc. (Protégé Firm) this 7 day of May 2021.
Corporate SEAL

By: Suzanne Bell Leitner
Title: President
Firm Name: LG Utility Contractors, Inc.

ATTEST:
By: Mela Cannon
Title: Corporate Secretary

RECOMMENDED FOR APPROVAL:
EXECUTED by the Office of Business Opportunities - Compliance on this 10 day of May 20 21.

By: Juliet M. Nelly

Title: Program Administrator

IDEFINITE DELIVERY CONTRACT FOR ASPHALT & CONCRETE REPAIR AND RESTORATION

This Contract is being awarded under RFQU002-20-21-BF Asphalt & Concrete Repair and Restoration Indefinite Delivery Contract (IDC)

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and AOS Specialty Contractors, Inc., (hereinafter referred to as the Contractor), to provide asphalt and concrete maintenance, repair, and replacement services for the City of Columbia, SC.

   NOTICE - All notices and communications in connection with this Contract will be addressed to the following:

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

   AOS SPECIALTY CONTRACTORS, INC.
   Name: Jane Plante
   Title: Vice President
   Address: 1224 Two Notch Road
   Lexington, SC 29073
   Phone: (803) 730-6906
   Email: jane@aossc.org

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

   In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City's guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
   https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf

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

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

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

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.

6. **COMPENSATION** – (See Exhibit A)

   A. Each Contract shall be negotiated separately via individual bid forms (Exhibit A) and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

      The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Four Hundred Fifty Thousand Dollars and Zero/100 ($450,000.00).

      Compensation for services as specified within the general scope of the Contract will be identified on each bid form issued as outlined in Exhibit A and will be within the maximum value of the Contract.

      There are no guarantees or commitments on projects being awarded.

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

   B. Project Administration:
      The City will consider the Contractors effort and workload capacity at the time the proposed projects are identified to determine their ability to handle the work

      Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all projects. There may also be instances when the City will not compete projects based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

      Projects shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

      Project requests shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

      Projects shall not be artificially divided to circumvent procurement regulations.

      Project requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

      Upon approval of a project award, an email notification will be issued with the notification for commencing work, including a copy of the final approved bid form.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the Bid Information Form.

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

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

E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.

2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City or designee.

4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

F. Affirmative Action Procurement and Contracting Goals:
It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subcontractor and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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

G. Subcontracting Goals
Under this Contract, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/)
(**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 Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the

Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan.

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractor, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.

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

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

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

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

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    B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure;

    D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;

    E. Upon expiration of the term of this Contract; and

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

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20. **GOVERNING LAW** - This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

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

23. **BREACH/WAIVER** - The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

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

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

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

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

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

27. **SUCCESSORSHIP** - This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.

28. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

the Contractor.

This Contract is subject to City Council approval.

Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:
Witness	**Teresa Wilson, City Manager**	

AOS SPECIALTY CONTRACTORS, INC.

Jane Plante Vice President	Jane Plante	**Date:** 7/8/21
Print: Name/Title	**Signature**	

(Corporate Seal)

Attest

Mandi Ellis

Signature **Date:** 7/8/21

APPROVED AS TO FORM

Legal Department City of Columbia, SC
7/6/2021

List of Exhibits

Exhibit A- Sample Bid Information Form

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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IDEFINITE DELIVERY CONTRACT FOR ASPHALT & CONCRETE REPAIR AND RESTORATION

This Contract is being awarded under RFQU002-20-21-BF Asphalt & Concrete Repair and Restoration Indefinite Delivery Contract (IDC)

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and C.R. Jackson, Inc., (hereinafter referred to as the Contractor), to provide asphalt and concrete maintenance, repair, and replacement services for the City of Columbia, SC.

   NOTICE - All notices and communications in connection with this Contract will be addressed to the following:

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

   C.R. JACKSON, INC.
   Name: Benji Vinson
   Title: Division Manager
   Address: 100 Independence Boulevard
   Columbia, SC 29210
   Phone: (803) 216-7020
   Email: bvinson@crjackson.com

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

   In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City's guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
   https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf

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

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

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

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.

6. **COMPENSATION** – (See Exhibit A)

   A. Each Contract shall be negotiated separately via individual bid forms (Exhibit A) and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

      The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Three Hundred Fifty Thousand Dollars and Zero/100 ($350,000.00).

      Compensation for services as specified within the general scope of the Contract will be identified on each bid form issued as outlined in Exhibit A and will be within the maximum value of the Contract.

      There are no guarantees or commitments on projects being awarded.

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

   B. Project Administration:
      The City will consider the Contractors effort and workload capacity at the time the proposed projects are identified to determine their ability to handle the work

      Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all projects. There may also be instances when the City will not compete projects based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

      Projects shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

      Project requests shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

      Projects shall not be artificially divided to circumvent procurement regulations.

      Project requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

      Upon approval of a project award, an email notification will be issued with the notification for commencing work, including a copy of the final approved bid form.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the Bid Information Form.

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

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

E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.

2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City or designee.

4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

F. Affirmative Action Procurement and Contracting Goals:
It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subcontractor and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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

G. Subcontracting Goals
Under this Contract, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/)
(**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 Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or

duties between the City and the Protégé and that the City is not a party to the Implementation Plan.

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages

of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractor, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.

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

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

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

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

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

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Contract in any annual budget;

    B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure;

    D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;

    E. Upon expiration of the term of this Contract; and

    F. By mutual Contract.

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

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

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

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

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

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

27. **SUCCESSORSHIP** - This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.

28. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

This Contract is subject to City Council approval.

Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

C.R. JACKSON, INC.

H. Benji Vinson, Division Mgr.	_____	**Date:** 7/12/2021
Print Name/Title	**Signature**	

(Corporate Seal)

Attest

_____	**Date:** 7/12/2021
Signature	

APPROVED AS TO FORM

Legal Department City of Columbia, SC

7/7/2021

List of Exhibits

Exhibit A- Sample Bid Information Form

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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BID FORM
BID XX-XX-X-XXX
PROJECT NAME:
CIP #

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mill/Remove 6" Asphalt Pavement-To be paid by Tickets provided to Inspector-Trucks to be weighed		TN		$ -
2	Remove 6" Sub-grade-To be paid by Tickets provided to Inspector-Trucks to be weighed		TN		$ -
3	Remove # 57 Stone in water main repair area store on site and reinstall 2' of # 57 Stone in water main repair area as directed by City (to be paid by Tickets provided to Inspector-Trucks to be weighed)		TN		$ -
4	Remove disturbed subgrade to undisturbed soil as directed by City (to be paid by Tickets provided to Inspector-Trucks to be weighed)		TN		$ -
5	Backfill around Water Main with Tamped Sand Clay (1 ft for bedding under pipe, 1 ft on each side of pipe & 1 ft above pipe) - to be paid by Tickets provided to Inspector		TN		$ -
6	Flowable Fill (Depth = 3') - to be paid by Tickets provided to Inspector		CY		$ -
7	Place 6" of Macadam base - to be paid by Tickets provided to Inspector		TN		$ -
8	Place 4" of Intermediate C Asphalt Pavement - to be paid by Tickets provided to Inspector		TN		$ -
9	Place 2" of Surface B Asphalt Pavement - to be paid by Tickets provided to Inspector		TN		$ -
10	18" barrier type curb and gutter		LF		$ -
11	Sidewalk (5' long x 5' wide x 4" thick). By tickets provided to City's Inspector.		CY		$ -
12	Replace 2' Wide Thermoplastic Stop Bar		LF		$ -
13	Replace White Thermoplastic Lane Striping (to match existing)		LF		$ -
14	Replace White Thermoplastic Parking Striping (to match existing)		LF		$ -
15	Replace Blue Thermoplastic Handicapped Parking Striping To include symbol (to match existing)		LF		$ -
16	Replace Double Yellow Thermoplastic Lane Striping (to match existing)		LF		$ -
17	Replace 24" wide X 8' long Thermoplastic Ladder Crosswalk Striping (to match existing)		LF		$ -
18	Replace 5' wide Green Thermoplastic Bicycle Lane (to match existing)		LF		$ -
19	Replace 4" wide X 12" long Thermoplastic Bicycle Lane Striping (to match existing)		LF		$ -
20	Temporary Paint for Striping		LS		$ -
21	Traffic control (Per SCDOT Standard) (All City of Columbia traffic control will need to be replaced before payment can be received)		LS		$ -
22	Restoration (to include but not limited to sod replacement)		AC		$ -
				SUBTOTAL:	$ -
23	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)		LS	$ -	$ -
	This sample includes items typical of asphalt repair projects. Items may be added or removed as required by field conditions.			TOTAL:	$ -

SAMPLE

EXHBIT B - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $_____
TOTAL CONTRACT AMOUNT: $_____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) (____)
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) (____)
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

IDEFINITE DELIVERY CONTRACT FOR ASPHALT & CONCRETE REPAIR AND RESTORATION

This Contract is being awarded under RFQU002-20-21-BF Asphalt & Concrete Repair and Restoration Indefinite Delivery Contract (IDC)

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and North American Pipeline Management, Inc., (hereinafter referred to as the Contractor), to provide asphalt and concrete maintenance, repair, and replacement services for the City of Columbia, SC.

   NOTICE - All notices and communications in connection with this Contract will be addressed to the following:

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

   NORTH AMERICAN PIPELINE MANAGEMENT, INC.
   Name: Dorelly Herford
   Title: President
   Address: 90 Louis Lynn Court
   Columbia, SC 29203
   Phone: (678) 820-3991
   Email: dorelly.arango@napminc.com

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

   In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City's guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
   https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf

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

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

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

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.

6. **COMPENSATION** – (See Exhibit A)

   A. Each Contract shall be negotiated separately via individual bid forms (Exhibit A) and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

      The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Three Hundred Fifty Thousand Dollars and Zero/100 ($350,000.00).

      Compensation for services as specified within the general scope of the Contract will be identified on each bid form issued as outlined in Exhibit A and will be within the maximum value of the Contract.

      There are no guarantees or commitments on projects being awarded.

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

   B. Project Administration:
      The City will consider the Contractors effort and workload capacity at the time the proposed projects are identified to determine their ability to handle the work

      Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all projects. There may also be instances when the City will not compete projects based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

      Projects shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

      Project requests shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

      Projects shall not be artificially divided to circumvent procurement regulations.

      Project requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

      Upon approval of a project award, an email notification will be issued with the notification for commencing work, including a copy of the final approved bid form.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the Bid Information Form.

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

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

E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.

2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City or designee.

4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

F. Affirmative Action Procurement and Contracting Goals:
It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subcontractor and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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

G. Subcontracting Goals
Under this Contract, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/)
(**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 Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or

duties between the City and the Protégé and that the City is not a party to the Implementation Plan.

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages

of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractor, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. **PERMITS & LICENSES**

A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.

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

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

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

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

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

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

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

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Contract in any annual budget;

    B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure;

    D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;

    E. Upon expiration of the term of this Contract; and

    F. By mutual Contract.

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.

15. **INDEPENDENT CONRACTOR** - The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.

17. **ASSIGNABILITY/SUBCONTRACTING** - The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor

shall be as fully responsible to the City for the acts and omission of its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

18. **ACCESS TO RECORDS** - The Contractor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.

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

20. **GOVERNING LAW** - This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

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

23. **BREACH/WAIVER** - The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

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

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

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

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

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

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

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

27. **SUCCESSORSHIP** - This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.

28. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

This Contract is subject to City Council approval.

Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

NORTH AMERICAN PIPELINE MANAGEMENT, INC.

Dorothy A. Hartford, President Date: 7-9-21

Print Name/Title **Signature**

(Corporate Seal)

Attest

_____ Date: 7-9-21

Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC
6/7/2021

List of Exhibits

Exhibit A- Sample Bid Information Form

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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BID FORM
BID XX-XX-X-XXX
PROJECT NAME:
CIP #

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mill/Remove 6" Asphalt Pavement-To be paid by Tickets provided to Inspector-Trucks to be weighed		TN		$ -
2	Remove 6" Sub-grade-To be paid by Tickets provided to Inspector-Trucks to be weighed		TN		$ -
3	Remove # 57 Stone in water main repair area store on site and reinstall 2' of # 57 Stone in water main repair area as directed by City (to be paid by Tickets provided to Inspector-Trucks to be weighed)		TN		$ -
4	Remove disturbed subgrade to undisturbed soil as directed by City (to be paid by Tickets provided to Inspector-Trucks to be weighed)		TN		$ -
5	Backfill around Water Main with Tamped Sand Clay (1 ft for bedding under pipe, 1 ft on each side of pipe & 1 ft above pipe) - to be paid by Tickets provided to Inspector		TN		$ -
6	Flowable Fill (Depth = 3') - to be paid by Tickets provided to Inspector		CY		$ -
7	Place 6" of Macadam base - to be paid by Tickets provided to Inspector		TN		$ -
8	Place 4" of Intermediate C Asphalt Pavement - to be paid by Tickets provided to Inspector		TN		$ -
9	Place 2" of Surface B Asphalt Pavement - to be paid by Tickets provided to Inspector		TN		$ -
10	18" barrier type curb and gutter		LF		$ -
11	Sidewalk (5' long x 5' wide x 4" thick). By tickets provided to City's Inspector.		CY		$ -
12	Replace 2' Wide Thermoplastic Stop Bar		LF		$ -
13	Replace White Thermoplastic Lane Striping (to match existing)		LF		$ -
14	Replace White Thermoplastic Parking Striping (to match existing)		LF		$ -
15	Replace Blue Thermoplastic Handicapped Parking Striping To include symbol (to match existing)		LF		$ -
16	Replace Double Yellow Thermoplastic Lane Striping (to match existing)		LF		$ -
17	Replace 24" wide X 8' long Thermoplastic Ladder Crosswalk Striping (to match existing)		LF		$ -
18	Replace 5' wide Green Thermoplastic Bicycle Lane (to match existing)		LF		$ -
19	Replace 4" wide X 12" long Thermoplastic Bicycle Lane Striping (to match existing)		LF		$ -
20	Temporary Paint for Striping		LS		$ -
21	Traffic control (Per SCDOT Standard) (All City of Columbia traffic control will need to be replaced before payment can be received)		LS		$ -
22	Restoration (to include but not limited to sod replacement)		AC		$ -
				SUBTOTAL:	$ -
23	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)		LS	$ -	$ -
	This sample includes items typical of asphalt repair projects. Items may be added or removed as required by field conditions.			TOTAL:	$ -

SAMPLE

EXHBIT B - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $_____
TOTAL CONTRACT AMOUNT: $_____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____ _____
Primary Contact Email Address Secondary Contact Email Address

_____ _____
Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

_____ _____
Primary Contact Name Secondary Contact Name

_____ _____
Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

IDEFINITE DELIVERY CONTRACT FOR ASPHALT & CONCRETE REPAIR AND RESTORATION

This Contract is being awarded under RFQU002-20-21-BF Asphalt & Concrete Repair and Restoration Indefinite Delivery Contract (IDC)

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Southern Roots Landscape Management, LLC (hereinafter referred to as the Contractor), to provide asphalt and concrete maintenance, repair, and replacement services for the City of Columbia, SC.

   NOTICE - All notices and communications in connection with this Contract will be addressed to the following:

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

   SOUTHERN ROOTS LANDSCAPE MANAGEMENT, LLC
   Name: Bryce Yarbrough
   Title: President
   Address: 3905 W. Beltline Blvd. Suite 11
   Columbia, SC 29204
   Phone: (678) 576-5914
   Email: southernrootsllc@ymail.com

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

   In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City's guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
   https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf

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

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

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

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.

6. **COMPENSATION** – (See Exhibit A)

   A. Each Contract shall be negotiated separately via individual bid forms (Exhibit A) and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

      The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Three Hundred Fifty Thousand Dollars and Zero/100 ($350,000.00).

      Compensation for services as specified within the general scope of the Contract will be identified on each bid form issued as outlined in Exhibit A and will be within the maximum value of the Contract.

      There are no guarantees or commitments on projects being awarded.

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

   B. Project Administration:
      The City will consider the Contractors effort and workload capacity at the time the proposed projects are identified to determine their ability to handle the work

      Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all projects. There may also be instances when the City will not compete projects based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

      Projects shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

      Project requests shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

      Projects shall not be artificially divided to circumvent procurement regulations.

      Project requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

      Upon approval of a project award, an email notification will be issued with the notification for commencing work, including a copy of the final approved bid form.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the Information Bid Form.

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

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

E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.

2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City or designee.

4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

F. Affirmative Action Procurement and Contracting Goals:
It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subcontractor and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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

G. Subcontracting Goals
Under this Contract, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (http://www.columbiasc.net/business-outreach/)(**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 Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan.

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor,

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

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

9. **PERMITS & LICENSES**

A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract. The Contractor shall be responsible for any costs relating to same.

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

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

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

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

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

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

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

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Contract in any annual budget;

    B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

    C. Force Majeure;

    D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;

    E. Upon expiration of the term of this Contract; and

    F. By mutual Contract.

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Contract.

15. **INDEPENDENT CONRACTOR** - The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.

17. **ASSIGNABILITY/SUBCONTRACTING** - The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor

shall be as fully responsible to the City for the acts and omission of its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

18. **ACCESS TO RECORDS** - The Contractor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.

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

20. **GOVERNING LAW** - This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

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

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

23. **BREACH/WAIVER** - The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.

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

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

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

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

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

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

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

27. **SUCCESSORSHIP** - This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.

28. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

This Contract is subject to City Council approval.

Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ **Date:**_____

Witness **Teresa Wilson, City Manager**

SOUTHERN ROOTS LANDSCAPE MANAGEMENT, LLC

Boyce Yarbrough - Owner _____ **Date:** 7.9.21

Print: Name/Title **Signature**

(Corporate Seal)

Southern Roots Landscape Management, LLC CORPORATE SEAL Georgia 2008

Attest

_____ **Date:** 7/9/2021

Signature

APPROVED AS TO FORM

Legal Department City of Columbia, SC

7/7/2021

List of Exhibits

Exhibit A- Sample Bid Information Form

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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BID FORM
BID XX-XX-X-XXX
PROJECT NAME:
CIP #

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mill/Remove 6" Asphalt Pavement-To be paid by Tickets provided to Inspector-Trucks to be weighed		TN		$ -
2	Remove 6" Sub-grade-To be paid by Tickets provided to Inspector-Trucks to be weighed		TN		$ -
3	Remove # 57 Stone in water main repair area store on site and reinstall 2' of # 57 Stone in water main repair area as directed by City (to be paid by Tickets provided to Inspector-Trucks to be weighed)		TN		$ -
4	Remove disturbed subgrade to undisturbed soil as directed by City (to be paid by Tickets provided to Inspector-Trucks to be weighed)		TN		$ -
5	Backfill around Water Main with Tamped Sand Clay (1 ft for bedding under pipe, 1 ft on each side of pipe & 1 ft above pipe) - to be paid by Tickets provided to Inspector		TN		$ -
6	Flowable Fill (Depth = 3') - to be paid by Tickets provided to Inspector		CY		$ -
7	Place 6" of Macadam base - to be paid by Tickets provided to Inspector		TN		$ -
8	Place 4" of Intermediate C Asphalt Pavement - to be paid by Tickets provided to Inspector		TN		$ -
9	Place 2" of Surface B Asphalt Pavement - to be paid by Tickets provided to Inspector		TN		$ -
10	18" barrier type curb and gutter		LF		$ -
11	Sidewalk (5' long x 5' wide x 4" thick). By tickets provided to City's Inspector.		CY		$ -
12	Replace 2' Wide Thermoplastic Stop Bar		LF		$ -
13	Replace White Thermoplastic Lane Striping (to match existing)		LF		$ -
14	Replace White Thermoplastic Parking Striping (to match existing)		LF		$ -
15	Replace Blue Thermoplastic Handicapped Parking Striping To include symbol (to match existing)		LF		$ -
16	Replace Double Yellow Thermoplastic Lane Striping (to match existing)		LF		$ -
17	Replace 24" wide X 8' long Thermoplastic Ladder Crosswalk Striping (to match existing)		LF		$ -
18	Replace 5' wide Green Thermoplastic Bicycle Lane (to match existing)		LF		$ -
19	Replace 4" wide X 12" long Thermoplastic Bicycle Lane Striping (to match existing)		LF		$ -
20	Temporary Paint for Striping		LS		$ -
21	Traffic control (Per SCDOT Standard) (All City of Columbia traffic control will need to be replaced before payment can be received)		LS		$ -
22	Restoration (to include but not limited to sod replacement)		AC		$ -
				SUBTOTAL:	$ -
23	Mobilization (Not to exceed 5% of total bid per Specification 15.57.2)		LS	$ -	$ -
	This sample includes items typical of asphalt repair projects. Items may be added or removed as required by field conditions.			TOTAL:	$ -

SAMPLE

EXHBIT B - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/SUBCONTRACTORS

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

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

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

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $_____
TOTAL CONTRACT AMOUNT: $_____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____)_____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (_____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

Woolpert, Inc.
MS4 Support Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP010-20-21-NMJ MS4 Support Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Woolpert, Inc., (hereinafter referred to as the "Consultant,"), to provide Municipal Separate Storm Sewer System (MS4) Support Services for the City of Columbia, SC.

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

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

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
6/14/2021

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to renew or continue with work for four (4) additional one-year period at the mutual pleasure of both parties.

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

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

6. **COMPENSATION** – (See Exhibit A)

   A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Five Hundred Thirty-Three Thousand, Seven Hundred Seven Dollars and No/100 ($533,707.00).

   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 B hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.

4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.

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 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the 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	7.12	%
MBE	N/A	%
WBE	N/A	%
LSA	N/A	%

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

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

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé

and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 ($1,000,000) per occurrence, and Two Million Dollars and no/100 ($2,000,000)

dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any

federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

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

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

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

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

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

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

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

    A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

    B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

C. Force Majeure;

D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall

be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

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

Woolpert, Inc.
Name: Michael Long
Title: Project Manager
Address: 2000 Center Point Road, Suite 2200
Columbia, SC 29210
Phone: 803-214-5936
Email: Michael.Long@woolpert.com

16. **CONSENT DECREE Non-Applicable**

A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United 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 A 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.

17. MISCELLANEOUS

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

B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and

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

including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This 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.

Woolpert, Inc.
MS4 Support Services

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	**Date:**_____
Witness	**Teresa Wilson, City Manager**	

APPROVED AS TO FORM
Legal Department City of Columbia, SC
6/14/2021

WOOLPERT, INC.

K. Flint Holbrook Sr. Vice President	K. Flint Holbrook	**Date:** June 16, 2021
Print: Name/Title	**Signature**	

(Corporate Seal)

Attest

Woolpert was organized under the laws of the State of Ohio, which do not require a seal for the creation of a corporation. We can provide a document of Incorporation and "Good Standing" upon request.

_____ **Date:** June 16, 2021
Signature

Woolpert, Inc.
MS4 Support Services

List of Exhibits

Exhibit A – Scope of Services/Schedule/Compensation

Exhibit B – Business Information Statement for Subconsultants/Subcontractors

SCOPE OF SERVICES

City of Columbia, SC
MS4 Program Support

Project Name:	City of Columbia MS4 Program Support
Project Number:	To Be Determined
Watersheds Monitoring:	Gills Creek, Lower Saluda, Congaree, and Broad
Estimated Project Start Date:	July 2021
Estimated Project End Date:	June 30, 2022
Project Duration:	12 months
Project Total Fee:	$ 533,707

Project Understanding

In response to the MS4 stormwater permitting requirements, the City of Columbia began the implementation of its sampling and continuous stormwater monitoring program in 2012. Since the inception of the program in the Gills Creek watershed, the monitoring program has expanded into Kinley Creek, Rocky Branch, and Smith Branch watersheds. It has developed into a valuable real-time network that incorporates various water quality sensors, rainfall gauges, stage/flow information, remote telemetry, and supplementary manual grab sampling. This program allows the City to evaluate in-stream water quality thoroughly, identify potential pollutant sources within or entering City limits, and assess long-term improvements in water quality due to the implementation of various BMPs. In addition, the rainfall and stream stage data provide further ancillary benefits, including data for floodplain model calibration, spill tracking, construction site permitting requirements, and emergency response. The following tasks highlight the proposed scope of services to operate and maintain the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch, as well as MS4 program support.

Task 1- Operation and Maintenance

Proper maintenance and calibration of equipment is necessary to ensure reliable and accurate data. This task includes **monthly site visits** by Woolpert personnel to maintain **the nine (9) water quality monitoring stations, three (3) additional flow monitoring stations**, and associated hardware/sensors for **12 months**.

These tasks include:

- inspections of the electronic equipment inside the enclosure,
- inspections of station hardware,
- removal of debris/pests,
- retrieval of the sondes,
- confirmation of sufficient power supply,
- inspection of the rain gauges (when needed),
- vegetation maintenance, and
- documentation of field observations.

Sonde and Rain Gauge Calibration

Before retrieving the multi-parameter water quality sondes (sondes) for calibration, Woolpert will check the weather forecast to ensure that the sensors will not be removed from the field when a significant rain event is forecasted for the

greater Columbia area. Each sonde will be calibrated following the manufacturer's recommendations, which occurs every four to six weeks. After retrieving the sondes, the sensors on each sonde will be cleaned and calibrated at the Woolpert office according to the manufacturer's recommendations. This task will include the **calibration of sensors for pH, conductivity, temperature, turbidity, and dissolved oxygen**. When necessary, Woolpert will continue to conduct preventative maintenance activities on the optical sensors and O-ring replacement on all other ports to prolong the life and maintain the sensor's accuracy. After successfully calibrating the sensors, the sondes will be redeployed at each station. During routine calibration, the sensors may be out of the water for up to 72 hours.

In addition to the sondes, Woolpert will field verify the calibration of the nine (9) City-owned tipping bucket rain gauges (TB-4) using two different rainfall intensities. The field verification will be conducted approximately every 6-months or sooner if a significant event is forecasted.

Operational Maintenance

This task will include a maximum of **twenty-four (24) unscheduled site visits** to any of the nine (9) water quality monitoring stations and the three (3) additional stream stage and flow monitoring stations to address obvious maintenance needs. These needs include addressing buried sensors, sensors that have fouled or likely need maintenance, rain gauges where funnels or siphons have become clogged with debris, and/or pressure sensor calibration for the SonTek IQ flow meters. Woolpert will document the maintenance needs in a site-specific maintenance logbook or digital format. Under this Operation and Maintenance task, Woolpert's staff will maintain the cellular modems and data loggers firmware and operating systems.

Real-time Data Observations

Woolpert will provide daily observations of field conditions via the project website (workdays only). All recorded field data will be transmitted at a predefined interval, via the cellular modems, to a dedicated server. Woolpert will also host the data and maintain a secure website for the City and Woolpert's use with various graph templates to view the real-time data. Woolpert will monitor recorded field data each workday during the deployment period. The data hosting effort will help identify any potential problems as they occur and reduce the potential for inaccurate water quality/rainfall reporting over significant periods. Costs associated with this task include a monthly data hosting fee for the use, maintenance, and updates of software/hardware needed for real-time data observations and quality control services provided by Woolpert staff. Woolpert will also utilize its IT staff members to back up the data routinely and patch the server with necessary updates, to maintain security.

Task 2- Reporting

Monitoring Data Evaluations

Useable data is the lifeblood of any monitoring program, and variation in measurement processes impairs the quality of the obtained and reported data. This task includes **monthly evaluation of the continuously collected water quality data** from each of the nine (9) water quality monitoring stations using systematic processes that provide confidence in a measurement process's ability to achieve its intended outcome. During this process, Woolpert will identify pollutant concentrations that appear unusual or fluctuate out of normal ranges and note any questionable data to be further analyzed or potentially removed from the final dataset based upon field observations during maintenance activities. Woolpert will document sensor drift corrections, equipment inventory, and calibration logs for each of the nine (9) sondes. Metadata associated with any data corrections will be kept as part of the time-series data.

Monthly Monitoring Site Summaries

After conducting the monthly evaluation of the continuously collected data, Woolpert will provide the City with **monthly site summaries** for all nine (9) monitoring stations. These summaries will be in a format that will allow the City to post the graphical data and summaries to their website for the public to view. Upon completing the data collection process over the 12-month period for all nine (9) monitoring stations, descriptive statistics for the grab sample data and each continuously measured field parameter will be calculated and provided.

Flow and Velocity Data Corrections

In addition to the water quality data, Woolpert will review and correct flow and velocity data from all six (6) monitoring locations that contain SonTek IQs. Continuously collected stream velocity and flow data will be corrected on a quarterly basis and maintained in a time-series database. The corrected data will be provided to the City in a Microsoft Excel spreadsheet (.xlsx or .csv) for Hydrologic and Hydraulic model calibration or validation, when requested. Woolpert will continue the development of the regression equations for *E. coli* and calculate site specific annual loadings after discussion and approval from the City.

Task 3- Grab Sampling

Included in this scope of services are various sampling and monitoring tasks requested by the City.

MS4 Permit Sampling

The City's grab sample monitoring program is conducted for the pollutant of concern listed in any promulgated TMDLs or on an appropriate surrogate. Additional parameters are also monitored to aid in the assessment of ambient water quality conditions. This task includes near-daily weather tracking for **collecting manual grab samples over a twelve-month period for each of the nine (9) monitoring sites**. This task will require the use of a SCDHEC certified laboratory and detailed coordination during a potential approaching storm. **Up to four (4) samples will be collected for TP, TN, TSS, and *E. coli* during eight (8) storm events,** pending appropriate weather conditions (**target of two (2) events/season)**, at each of the nine (9) water quality monitoring stations. In addition to the four parameters previously listed and in response to a monitoring station listed as impaired for (lead) Pb within the City's MS4 boundary, hardness and (Pb) will be collected at Gil C (SCDHEC monitoring station C-017) during each sampling event. The samples will be spaced based upon the anticipated duration of stormwater runoff, but the amount of time for collecting samples during each event will be heavily influenced by inclement or dangerous weather conditions, pollutant holding times, and laboratory staff availability. Woolpert will establish a subcontract agreement with Rogers and Callcott, a local small business and SCDHEC certified laboratory, to provide the analytical services for this contract. Invoices from the laboratory will be passed directly through on Woolpert invoices to the City during months where the laboratory services were used on the project.

Three Rivers Watershed (3RW) Group Sampling

Woolpert will assist the City with the collection of samples per the sampling plan for the 3RW group. Continued participation in the 3RW group requires the City to monitor *E. coli* at four (4) stations during dry weather each month. Additionally, each of the four (4) sites will be sampled during wet weather twice a quarter. The data will be uploaded to a council of government spreadsheet for review by the 3RW group and to be used to develop the Three Rivers Watershed Plan for *E. coli*.

Wastewater Consent Decree Sampling

Woolpert will retain services of a state certified laboratory for the collection and analysis for wastewater consent decree compliance. Samples will be collected on the 20th through 22nd of each month and reports sent to the City for their record. The monthly expenses incurred for the 12-month contract period are included in the reimbursable expenses portion of the fee estimate.

Earlewood Park Channel Stabilization Project Sampling

Also, this scope includes the continued collection of TSS and *E. coli* samples in Earlewood Park to meet the conditions of the Corps of Engineer's Nationwide Permit and the terms of the SCDHEC 319 Grant. Woolpert will use a City-owned YSI 6920 sonde to monitor turbidity, specific conductivity, and temperature every 15 minutes.

Dry Weather Screening

Woolpert will assist the City with their NPDES MS4 permit (the Permit) requirement to identify and detect illicit discharges. Woolpert will perform dry weather (less than 0.1 inch of precipitation within 72 hours) screening on outfalls

identified by the City during this contract. Woolpert anticipates using a two-person field crew up to 65 hours to assess and track potential illicit discharges and document them in an electronic database. If dry weather flow or evidence of intermittent flow is present, Woolpert will record the observations in a database and report the flows to the City at the end of the dry weather screening process. Woolpert will not be responsible for tracking any dry weather flows to their source(s) and will not produce illicit discharge detection, and elimination (IDDE) reports for SCDHEC as a part of this task.

Task 4 – Stage and Flow Monitoring

Continued Rating Curve Development

Stream discharge is a crucial component of the City's loading calculation at each of the water quality stations and is calculated by creating and maintaining a rating curve, which is the relationship between stream stage and individual point discharge measurements at various stages. Because of the flashiness of the urban streams in Columbia, the boundary conditions continue to change, and continuous flow measurements are necessary to ensure the accuracy of calculated loading rates. Stream cross-sections and flow rates will be collected at the pressure transducer at each monitoring station. At monitoring locations where an acoustic doppler current meter is not present, data collected will be added to the model to refine the rating curve (i.e. stage versus flow rate). Because of the stream flashiness, the City has installed continuous flow monitoring devices (SonTek IQs) at six locations. This task includes the collection of flow data using six SonTek IQ's in addition to collecting additional flow measurements at specific monitoring locations. These efforts are essential for calculating pollutant mass loadings and assessing the potential improvement of water quality from various types of best management practices.

It is recommended that up to four (4) measurements be taken at Gills Creek A and Gills Creek C during the contract period. Additional discharge measurements may be needed if channel dimensions were altered drastically by the historic rain event. At Smith Branch B, a maximum of six (6) measurements will be taken to develop a rating curve. This will include up to two (2) low-flow and four (4) high-flow measurements. Smith Branch A will utilize the stage vs discharge relationship already developed by the USGS, who maintains their stream gauge station upstream of the City's Smith Branch A monitoring station. Continued rating curve development will occur at each of the water quality stations in the Kinley Creek watershed with three (3) measurements. Additionally, each of the stations along Rocky Branch will receive up to two (2) validation measurements. Emphasis will be put on capturing measurements at stages previously not captured.

Planned Measurements at Each Monitoring Station

Station ID	Number of Measurements	Station ID	Number of Measurements	Station ID	Number of Measurements
Gil A	4	Gil B	0	Gil C	4
Kin A	3	Kin B	3	MLK	2
Cookout	2	Roc A	2	Roc B	2
Saluda	1	Smi A	0	Smi B	6

After collecting additional flow measurements, the stage-discharge rating curves will be updated, and the number of flow measurements may be adjusted based on the rating curve stability.

Task 5 MS4 Permit Negotiations

Woolpert anticipates that the second cycle Permit will not be issued during this 12-month scope of work; therefore, no fee or work scope have been provided as a part of this scope of services. If the City's Permit is issued during this contract period and the City requests Woolpert's services to negotiate a permit, then a portion of the On-Call Services fee may be used to fund this task. If there are not sufficient funds remaining in the On-Call Services fee, then Woolpert will develop a separate scope and fee for this work.

Task 6 Audit Preparation

Woolpert anticipates that SCDHEC will only perform one audit of the City's Permit every five years and does not anticipate an audit occurring during this contract period; therefore, no fee or scope of work has been provided for this task. If the City requests Woolpert's services to assist in an audit, then a portion of the On-Call Services fee can be used to fund this task. If there are not sufficient funds remaining in the On-Call Services fee, then Woolpert will develop a separate scope and fee for this work.

Task 7 Annual Report Preparation and Stormwater Management Plan Updates

Part V. Monitoring and Reporting Requirements of the City's Permit requires the City to submit annual reports that provide an update regarding activities the City has performed during the previous year that meet requirements for each component of the Permit and that highlight the effectiveness of the SWMP. This task includes up to 120 hours per year of Woolpert's assistance with compiling the City of Columbia's comprehensive SCDHEC annual report, which will be completed in time for the City to review before the finalized report is delivered to SCDHEC. Woolpert also will update the City's Stormwater Management Plan (SWMP) and recommend areas for improvement.

Annual Report Development

Woolpert will request specific data from the City to minimize the time required to complete the report. Woolpert will organize the content and sections of the report will mirror the sections in the Permit and Woolpert will ensure that the information provided meets permit requirements. If there is data missing, Woolpert will provide reminders to City staff for completing the sections necessary for permit compliance. Once the appropriate information has been gathered, a draft report will be created and delivered to the City for review. This task includes a two-hour meeting with the City to review the draft report. Woolpert will prepare the final report to deliver to SCDHEC once the report has been signed by a City representative.

Water Quality Parameter Analysis Annual Report Section

As part of the City's monitoring summary for SCDHEC annual report preparation, Woolpert will prepare a statistical analysis for all water quality parameters, including *E. coli* data, and will summarize these data in a supporting narrative. A part of the report summary will consist of study area descriptions, methods used, results, and a trend analysis for each of the stations, and detailed seasonal and/or base flow/storm flow analysis among the nine (9) water quality monitoring stations.

Task 8 – Industrial Assistance

In 2019, Woolpert re-evaluated what the City previously determined as "industrial" activity and compared it with the state regulations. Woolpert had numerous facilities removed from the industrial runoff program, reducing the need to perform training for those facilities. This task involves preparing Industrial Program training material, updating the City's compost facility Stormwater Pollution Prevention Plan (SWPPP), and providing training on how to update SWPPPs to City staff.

Industrial Training Material Development

With the COVID-19 pandemic, training internal and external personnel has become challenging; however, advancements in technology have allowed for adaptable solutions. As required by the City's Permit, the City is to train personnel internally and externally that are a part of industrial activities within the City's MS4 on pollution prevention and good housekeeping measures. Woolpert anticipates assisting the City with developing training material that can be used to meet the Industrial Runoff and Good Housekeeping permit requirements. Woolpert will help with the development of training aids that comply with regulatory requirements and conduct training for City personnel if requested. Woolpert will provide 50 hours of service to assist with training needs over this scope of work.

Compost Facility SWPPP Updates and Training

In September 2021, the new Industrial General Permit (IGP) is scheduled to be released. Woolpert will revise the previously updated Stormwater Pollution Prevention Plan (SWPPP) for the Compost facility and provide guidance on changes. It is anticipated that the Compost facility will need to sample for Lead, Hardness, and TSS four times during the year since the facility drains to an impaired waterbody and is in the beginning stages of the development of a TMDL for that area. If requested, Woolpert will provide sampling services at the Compost Facility. Additional fee may be required from the City depending on the magnitude of sampling requirements as outlined by the lead TMDL.

The City's Annual Report has identified the need for City staff to be better trained on reviewing and revising the City's Compost Facility SWPPP and performing inspections to identify potential pollutant sources within City facilities. Woolpert will provide up to 40 hours of service to assist with the training and Compost Facility SWPPP updates.

Task 9 - On-call Services

A general consulting fee has been added to the fee estimate to account for unforeseen situations that may occur that require consultation between City and Woolpert staff. Woolpert anticipates that this task may include:

- Checking within City annexed areas for MS4 compliance
- Development of operational dashboards
- Research and implementation of machine learning tools
- Development of a comprehensive monitoring strategy
- Purchase of replacement equipment

Periodically, during the work order period, unanticipated tasks may arise requiring Woolpert's assistance. The fee amount assigned to Task 9 will be used to assist with any stormwater, flooding, or water quality associated task assigned by the City. Additional fee may be requested from the City depending on the amount of work required to complete each assigned task.

Task 10 – Project Management

This project will require routine project management needs such as project setup, scheduling, team meetings, client correspondence, team management, and invoicing. This task also includes sub-consultant management, monthly client meetings, and the development of additional scopes of services that the City may request.

Reimbursable Expenses

Expenses requiring reimbursement include, but are not limited to, analytical expenses from the laboratory, monitoring equipment, monthly data hosting, one (1) year of calibration solutions, sonde parts/replacements, assorted equipment maintenance supplies, and mileage or work truck fees. Since the current 6-series multi-parameter sonde support will end in 2022, Woolpert has included the purchase of three (3) YSI EXO sondes in the reimbursable expenses. This will allow the City to adapt to new technology that can be used to assess sanitary sewer influence in-stream. The reimbursable expenses are, in part, determined by quotes Woolpert receives from sub-consultants hired to perform work encompassed by this scope of services. The reimbursable expense contained in the Fee Estimate is subject to change based on final quotes received by Woolpert. Reimbursable expenses can be used to address stakeholder interests. There is no markup on reimbursable expenses.

Assumptions / Notes

Woolpert staff will make every effort to sample two (2) storm events/season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snowmelt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid rainfall events that would cause the City to incur overtime billing rates from the laboratory.

Data Hosting

Woolpert's data hosting responsibilities are intended to ensure that data is stored in such a manner as to permit access by the City and interested and affected parties as designated by the City. Woolpert's data hosting responsibilities are:

a) Install, maintain, and operate software on a dedicated server to host data from each monitoring and sampling station. This responsibility shall include customary maintenance of the software and associated servers during normal business hours which are defined as 8:00 AM to 5:00 PM EST/EDT, Monday through Friday, and not including the following holidays- New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after, and Christmas Day.
b) Program modems at each monitoring station to call the server at selected intervals with appropriate phone numbers and routing information.
c) Provide training in a timely manner to the City on the access of the data, including changes and/or upgrades to the system.
d) Provide coordination between vendors and various Woolpert personnel to develop an IP address and web page to display the field data. Each station will be set up on the web page for viewing purposes, and various security levels will be set up to maintain data security
e) Designate, by name or position a representative who shall act as the Woolpert Data Hosting Coordinator and designate one backup representative.

Data posted to the Woolpert-hosted web page will be raw data and will not have any quality control routines or checks prior to posting. Each individual user of the real-time data will be responsible for any quality control processes before use. Woolpert does not warrant the accuracy of the real-time data and shall not be responsible for any use of such data.

Fee Estimate

Task Description	Fee Estimate
Task 1 Operation and Maintenance – Field Inspections – Sensor/Sonde Calibration – Data Oversight – daily observations – Rain Gauge Calibration Check – Unscheduled Maintenance – Data Logger & Cell Modem Firmware & Operating System Updates – Data Hosting, Website Updates – Telemetry and Communication Troubleshooting	$ 90,030
Task 2 Reporting – Monthly Data Corrections / QC – IQ Data Corrections – Descriptive Statistics – Regression Equation Development for E. coli – Annual Load Calculations – Monthly Charts and Memos	$ 117,040
Task 3 Grab Sampling – Weather Tracking – Laboratory Coordination – Sample Collection – Dry Weather Screening	$52,720
Task 4 Stage & Flow Monitoring – Continuous Flow Monitoring using IQs – Stage Discharge Rating Curve Checks and Updates – Discharge Measurements – Surveying – Correct Continuous Flow Data and Discharge Regression	$ 42,680
Task 5 MS4 Permit Negotiations – Not Anticipated During this Contract Period	$----
Task 6 Audit Preparation – Not Anticipated During this Contract	$----
Task 7 Annual Report Preparation – Information Gathering – Report Development – Report Review Meeting – Monitoring Report	$ 40,975
Task 8 Industrial Assistance	$ 11,420
Task 9 On Call Services – General Consulting	$ 30,000
Task 10 Project Management – Project Meetings – Client Correspondence – General Project Management	$ 41,970
Project Subtotal:	**$ 426,835**
Reimbursable Expenses[1]:	**$ 106,872**
Project Total:	**$ 533,707**

[1] See Attachment 2 for a cost breakdown for reimbursable expenses. There is no markup on reimbursable expenses.

Attachment 2 – Reimbursable Expenses

Reimbursable Expenses	Unit Cost	Quantity	Unit	Total
Data Hosting	$30.00	12	Per site per month	$3,240
Laboratory Fees for 12 months	$3,800	10	Per site	$38,000
Travel Mileage	$0.560	800	miles	$448
Woolpert Truck	$85	75	day	$6,375
Preventative Maintenance	$375	7	each	$2,625
Misc. Field Equipment	$1,000	1	day	$1,000
Rental Rate for S5	$500	5	each	$2,500
Rental Rate for Flow Tracker	$150	7	each	$1,050
Calibration Solutions (Sp Cond., pH, Turbidity) - 12 months	$1,500	1	each	$1,500
DO Membrane	$180	8	each	$1,440
pH Sensor	$445	7	each	$3,115
Laboratory Supplies	$400	1	year	$400
EXO DO Cap	$199	2	year	$398
EXO pH Module	$175	2	each	$350
EXO Central Wiper Brush	$58	4	year	$232
EXO2 Sonde, 10-meter Depth	$6,600	3	each	$19,800
EXO Wiped Conductivity/Temperature Sensor	$1,700	3	each	$5,100
EXO ISE02 pH Sensor Assembly, Unguarded	$570	3	each	$1,710
EXO Optical DO Sensor	$1,999	3	each	$5,997
EXO Turbidity Sensor	$1,845	3	each	$5,535
EXO Central Wiper	$1,225	3	each	$3,675
EXO 10-m Flying Lead Cable	$495	3	each	$1,485
			Reimbursable Expense Total Fee:	$106,872

NOTE: Total Costs are round up or down to the nearest dollar.

Approximate Project Schedule[2]

Task Number	Task Description	Approximate Start Date	Approximate End Date
Task 1	Operation and Maintenance	July/August 2021	June 2022
Task 2	Reporting		
Task 3	Grab Sampling		
Task 4	Stage & Flow Monitoring		
Task 5	MS4 Permit Negotiations	N/A	N/A
Task 6	Audit Preparation		
Task 7	Annual Report Preparation	July/August 2021	June 2022
Task 8	Industrial Assistance	July/August 2021	June 2022
Task 9	On Call Services	July/August 2021	June 2022
Task 10	Project Management	July/August 2021	June 2022

[2] It is anticipated that this scope of services will require approximately **12 months** from notice to proceed to complete. However, the completion of the scope tasks is highly dependent on the frequency of rainfall events that occur during the project schedule timeframe.
Woolpert staff will make every effort to sample two storm events per season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.

Exhibit - B

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material ($ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Rogers and Callcott Engineers, Inc. DUNS # 14-484-4057	N/A	Lab Services	$38,000	7.1 %	SBE	N/A
Xylem/ YSI Integrated Systems and Services, Inc. DUNS #00-424-6716 CAGE # 97794 (Yellow Springs, OH)	N/A	Monitoring Services	$53,859	10.1 %	N/A	N/A
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

COMBINED TOTAL SUB AMOUNT $ $91,859
TOTAL CONTRACT AMOUNT: $ $533,707

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

Business Name: _- Woolpert, Inc.

Representative Name/Title: K. Flint Holbrook, Senior Vice President

Date: May 21, 2021

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Rogers & Callcott Engineers, Inc.
Company Name

426 Fairforest Way, Greenville, SC 29607
Physical Address

PO Box 5655
Mailing Address

Greenville, SC 29606-5655
City/State Zip Code + 4

(864) 232.1556 — Phone number
( ) N/A — Fax number

Daniel Maalouf — Primary Contact Name
N/A — Secondary Contact Name

dmaalouf@rcenviro.com — Primary Contact Email Address
N/A — Secondary Contact Email Address

57-0621794 — Federal ID #
N/A — Vendor #

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

Xylem/YSI Integrated Systems and Services, Inc.
Company Name

1700/1725 Brannum Lane, Yellow Springs, OH 45387-1107
Physical Address

1700/1725 Brannum Lane
Mailing Address

Yellow Springs, OH 45387-1107
City/State Zip Code + 4

(727) 565.2201 (x802) — Phone number
( ) N/A — Fax number

Brock Houston — Primary Contact Name
N/A — Secondary Contact Name

brock.houston@xyleminc.com — Primary Contact Email Address
N/A — Secondary Contact Email Address

31-0526418 — Federal ID #
N/A — Vendor #

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

ORDINANCE NO.: 2021-051

(Bull Street Parking Facility 2/Construction and Development)

APPROVING THE USE OF CERTAIN FUNDS OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN ORDER TO ACQUIRE, CONSTRUCT, EQUIP AND DEVELOP LAND AND IMPROVEMENTS WITHIN THE BULL STREET DEVELOPMENT TO PROVIDE ONE OR MORE PARKING FACILITIES AND PAY CERTAIN COSTS ASSOCIATED WITH THE DEVELOPMENT THEREOF; AND OTHER MATTERS RELATING THERETO

WHEREAS, the City of Columbia, South Carolina (the "City"), is an incorporated municipality located in Richland County and Lexington County, and as such possesses all powers granted to municipalities by the Constitution and general laws of this State; and,

WHEREAS, pursuant to Section 5-5-10, Code of Laws of South Carolina, 1976, as amended (the "SC Code"), the City has selected the City Council-Manager form of government and is governed by a Council (the "City Council") composed of a Mayor and six council members which constitute the governing body of the City; and,

WHEREAS, Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality, and further, under the case of Williams v. Town of Hilton Head, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State; and,

WHEREAS, the City and BullStreet Development, LLC, as successor in interest to Hughes Development Corporation (the "Developer"), are parties to that certain Development Agreement Bull Street Neighborhood dated July 31, 2013 (as extended, assigned, and amended, the "Bull Street Development Agreement") pursuant to which the parties memorialized their respective contributions and commitments to the phased development and necessary public improvements for the mixed use development on approximately 181 acres located in the City (the "BullStreet Project"); and,

WHEREAS, parking is an essential public service provided by the City serving a valid and valuable public purpose and is a benefit to the City and the BullStreet Project which is located in the City; and,

WHEREAS, pursuant to the Bull Street Development Agreement, upon the achievement of certain milestones by Developer, the City is obligated to construct or cause to be constructed structured parking facilities designated by Developer as required to achieve the desired urban scale and character of the BullStreet Project which facilities are to include parking garages which shall contain a total of no more than 1,600 parking spaces (with such permissible additional parking facilities as contemplated in the Bull Street Development Agreement) (the "Parking Facilities"); and,

WHEREAS, the Developer has achieved and surpassed the milestones required by the Bull Street Development Agreement for the construction of the Parking Facilities; and,

WHEREAS, pursuant to Ordinance No. 2020-106 and Resolution No. R-2020-103 enacted or adopted by the City Council on December 1, 2020, the City undertook the finance and development of the first of the Parking Facilities, together with equipment necessary for the operation thereof, which shall contain in the aggregate approximately eight hundred sixty-eight (868) parking spaces (the "Parking Facility 1"); and,

WHEREAS, the City desires to cause the second of the Parking Facilities, together with equipment necessary for the operation thereof, which shall contain in the aggregate no less than seven hundred thirty-two (732) parking spaces (the "Project" or "Parking Facility 2"), to be constructed in order to fulfill its obligations under the Bull Street Development Agreement; and,

WHEREAS, pursuant to the Bull Street Development Agreement, Developer is to convey sufficient real property free of monetary liens and with marketable title, consisting of one or more parcels, to the City for the Project (collectively, the "City Parcels"); and,

WHEREAS, pursuant to the Bull Street Development Agreement, Developer has advised the City that the Project may consist of two multi-story parking facilities (each a "Project Component") that collectively total no less than seven hundred thirty-two (732) parking spaces; and,

WHEREAS, each Project Component, including the City Parcels, will be owned by the City and operated by or on behalf of the City and used for public parking by the general public, consistent with the City's other parking facilities that have been traditionally financed or refinanced with parking facilities revenue bonds issued under the General Bond Ordinance No. 2005-119 (or predecessor bond ordinances thereto) enacted by City Council on November 9, 2005, as amended and supplemented (as so amended and supplemented, the "Parking Bond Ordinance"); and,

WHEREAS, based on estimates and other information previously provided by the Developer, the City anticipates that the costs to acquire, construct, equip and develop the Project, including land acquisition costs and contingency (if any), will be approximately $20,400,000 (the "Project Costs"), and that it would be unable to finance such Project Costs with parking facilities revenue bonds issued under the Parking Bond Ordinance (the "Parking Bonds"), unless significant rate increases across the City's parking system were implemented; and,

WHEREAS, because the City is obligated to provide Parking Facilities under the Bull Street Development Agreement and the first of the Project Components is needed within the next 18-24 months to satisfy demand for parking, but the City is presently unable to issue Parking Bonds without implementing significant rate increases across its parking system, it is proposed that the City would initially finance the Project Costs with funds previously contributed by the City into one or more funds or accounts which are presently available to be used to fund future healthcare benefits for City retirees (the "City Funds") to be drawn as described herein, but will repay or replenish the City Funds so drawn from a future issuance of Parking Bonds or available Net Revenues of the Parking Facilities, as such terms are defined in and under the Parking Bond Ordinance; and,

WHEREAS, the City believes that the use of the City Funds for the purposes described above is responsible and prudent for several reasons:

(1) the City would delay or defer issuing debt and paying associated interest and other financing costs to pay for the Project Costs until the fiscal year ending June 30, 2037 ("Fiscal Year 2037");

(2) the City would not burden its parking system by incurring additional debt in the short term and/or the City can avoid significant rate increases across its parking system to permit such debt to be issued;

(3) the Project's operations would help the financial condition of the City's parking system without having to pay the debt service cost for debt issued to construct the Project until Fiscal Year 2037;

(4) together with the Parking Facility 1, the City would satisfy its commitment to provide all of the Parking Facilities contemplated under the Bull Street Development Agreement;

(5) the City Funds drawn as described herein will be used to acquire, construct and equip the Project, which are important and much-needed assets to serve a public purpose and are and will remain the property of the City; and

(6) when the City Funds drawn as described herein are repaid in Fiscal Year 2037, the City will repay or replenish the City Funds initially drawn including a cumulative rate of return thereof equal to 1.5% per annum, which benefits the City's retirees.

WHEREAS, City Council has authorized and approved, by separate resolution, the execution and delivery by the City of a Parking Facility 2 Development Agreement with the Developer, related to the Project (the "Parking

Facility 2 Development Agreement"), pursuant to which the Developer will agree to develop and construct the Project, and the City will agree to fund the Project Costs; and,

WHEREAS, in order to ensure the development and utilization of the Project pursuant to the Bull Street Development Agreement and the Parking Facility 2 Development Agreement, and to satisfy the City's commitments thereunder, it is necessary and in the best interests of the City to fund the Project Costs, as herein approved and authorized; and,

WHEREAS, the undertaking authorized by this Ordinance is necessary and in the best interest of the City; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2021 as follows:

Section 1. Recitals and Authority for Ordinance. It is hereby declared and found that the recitals of this Ordinance set forth herein are in all material respects true and correct.

Section 2. Approval of Funding and Future Repayment or Replenishment. The City Council does hereby approve funding of the Project Costs, and hereby approves the use, from time to time, of the City Funds for the purposes described in this Ordinance, including but not limited to funding of the Project Costs. The Project, once completed, shall constitute a part of the Off-Street Parking Facilities as defined in and for the purposes of the Parking Bond Ordinance.

The City shall repay or replenish the City Funds so drawn for the purposes described in this Ordinance during Fiscal Year 2037, from a series of Parking Bonds issued under the Parking Bond Ordinance or available Net Revenues of the Parking Facilities, as such terms are defined in and under the Parking Bond Ordinance, which repaid or replenished amounts shall consist of the amounts initially drawn to fund the Project Costs and shall include a rate of return equal to 1.5% per annum in order to compensate the City Funds so drawn for the use thereof to fund such Project Costs, taking into account such factors as the length of time until such amounts are repaid, lost opportunity costs and other applicable investment earnings; provided, that (1) nothing herein shall bind any future City Council and (2) the City's obligation to repay or replenish the City Funds so drawn as described above shall be limited to the sources described above and nothing herein shall create a general obligation or indebtedness of the City or constitute a pledge of the full faith, credit or taxing power of the City therefor.

Section 3. Official Action. This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Internal Revenue Code of 1986, as amended (the "Code") to reimburse the City from a portion of the proceeds of the Parking Bonds (if issued as tax-exempt obligations) or other tax-exempt bonds issued by or on behalf of the City, if any, for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Project prior to the issuance of the Reimbursement Bonds; provided, however, that nothing herein shall commit the City to issue the Reimbursement Bonds (or any portion thereof) in the future. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. As described above, the source of funds for the Expenditures with respect to the Project would be the City Funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 4. Authorization. The City Manager, for and on behalf of the City, is fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be necessary to effect the transaction contemplated hereby, and the action of such officer in executing and delivering any necessary documents, in such form as the City Manager shall approve, is hereby fully authorized.

Section 5. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date of Ordinance. This Ordinance shall take effect and be in full force from and after the date of its enactment.

Requested by:

Mayor and City Council

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:

Deputy City Attorney

City Clerk

Introduced:
Final Reading:

DRAFT

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
26.36 acres S/S Technology Circle; TMS# 17200-02-11

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Employment Campus (EC) and zoning of Office and Institutional District (C-1) at the time of annexation. The property is currently classified as Economic Development Center/Corridor and zoned GC by Richland County.
Applicant:	South Carolina Research Authority / Hillpointe, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 26.36 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Economic Development Center/Corridor
Proposed City Land Use Classification: Employment Campus (EC)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Office and Institutional District (C-1)
Census Tract: 114.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
The Columbia Police Department does not object to this proposed annexation. As with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve the proposed 290 units would be **approximately $40,000 per year,** based on calls to similar multifamily developments within the City limits.

Fire
The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
Multifamily apartment complexes are generally not served by the Solid Waste Division.

Engineering
Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care
Any proposed development on the annexed property would result in new customers, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this property, which is located within a designated Secondary Area in the Urban Service Area plan. A 290-unit multifamily development is proposed for this site, though it bears mentioning that neither an annexation nor a map amendment are tied to any specific site plan. The estimated real estate tax revenue generated for the City would be **approximately $130,000 per year**, based on the taxable value of similar multifamily developments.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. These areas may include "higher value" properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Employment Campus (EC) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Economic Development Center/Corridor by Richland County.

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks,

extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.

Primary Types

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

Secondary Types

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (C-1). Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the North and East and OI to the South.

The proposed City of Columbia zoning district is Office and Institutional District (C-1).

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment a future land use classification of Employment Campus (EC) and zoning of Office and Institutional District (C-1) at the time of annexation.

Development Types

EMPLOYMENT CAMPUS (EC)

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks, with internal street networks, extensive green spaces, and large format buildings. These campuses are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.

P parking T transit

EC BUILDING TYPES/LAND USES

PRIMARY TYPES

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

SECONDARY TYPES

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

TERTIARY TYPES

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

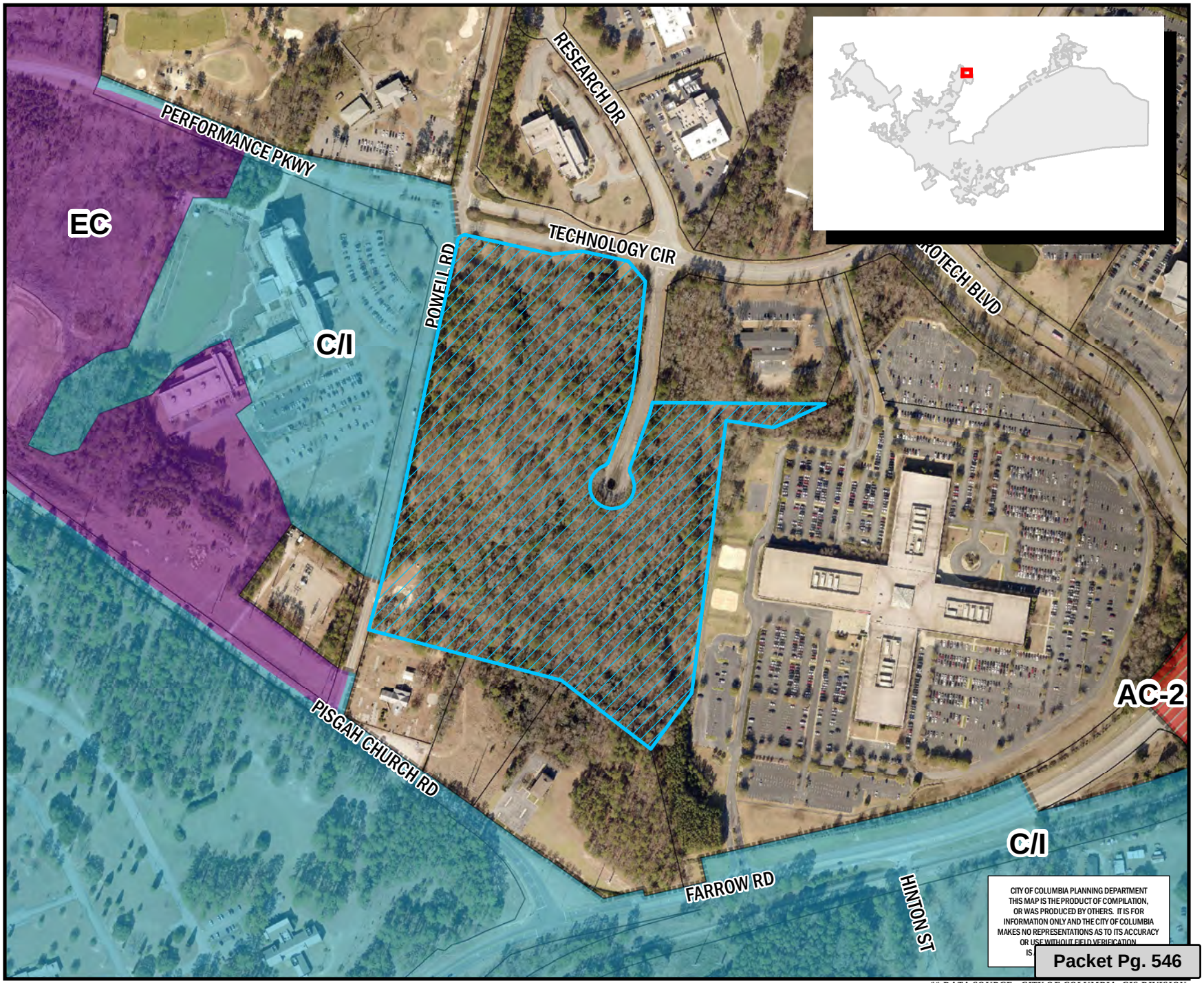
EC DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way may be organized in a curvilinear or rectilinear grid, creating blocks of different types. Sidewalks and trails are provided throughout the campus, with special attention to connections to transit centers and individual buildings.
- Subdivision of lots is semi-regular, but flexible enough to accommodate various building/parking configurations for large format uses.
- Buildings address the street, and may be built near the sidewalk or in the center of lots depending on the intensity and design of the campus.
- Parking may be provided in shared surface lots or parking structures. Structured parking is strongly encouraged to increase capacity of employment campuses.
- Large linear or community scale opens paces or parks are an integrated component of these developments. As development intensity increases, more urban open spaces may be included, such as plazas and greens.
- Architecture is large to very large scale, with four to six stories being typical. High-rises may be appropriate, especially when mixed-use buildings are included.

Future Land Use Map

26.36 acres S/S Technology Cir., TMS# 17200-02-11
Existing Rich. Co. FLU: Economic Development Center/Corridor, Proposed FLU: EC

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 105 210 420 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 3/30/2021

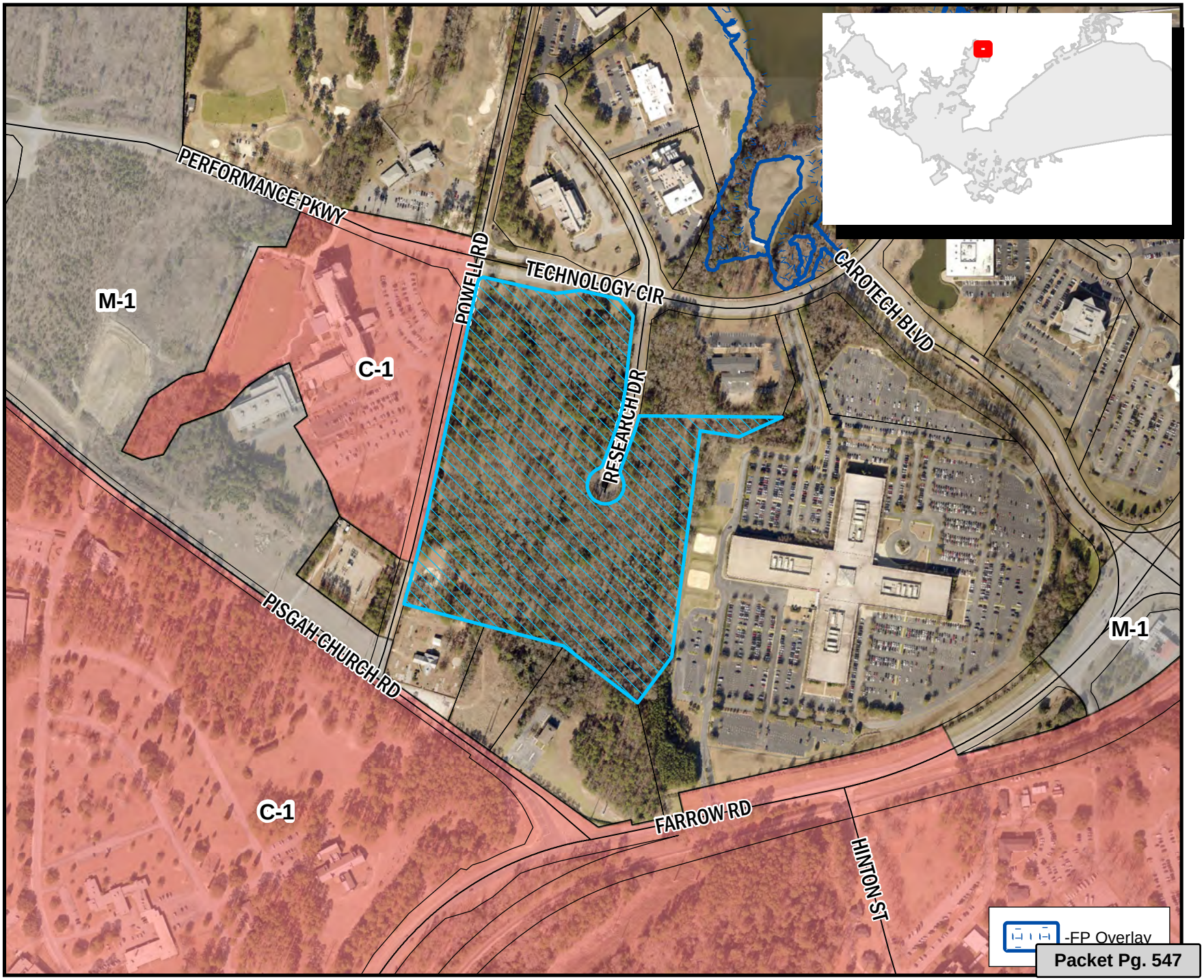
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

26.36 acres S/S Technology Cir., TMS# 172(
Current Rich. Co. Zoning: GC, Proposed Zoning: C-1

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 120 240 480 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 30, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-061

Annexing and Incorporating 26.36 acres S/S Technology Circle, Richland County TMS# 17200-02-11, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Office and Institutional District (C-1), apportioned to City Council District 1, Census Tract 114.04, contains 26.36 acres, and shall be assigned a land use classification of Employment Campus (EC).

PROPERTY DESCRIPTION: See Attached Exhibit “A”

Richland County TMS NO.: 17200-02-11

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/23/2021
210094451

ORDINANCE NO.: 2021-061
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 26.359 acres (Tracts B and B-1) on plat of ALTA/ACSM Land Title Survey of Wall Street Apartments prepared by B.P. Barber & Associates, Inc. dated June 25, 2008 and signed June 26, 2008 by Henry B. Dingle, Jr. S.C.P.L.S. No. 10289, recorded on June 26, 2008, in the Richland County Register of Deeds' office in Record Book 1441, page 3554; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 1, 2021

RE: **Property Address:** 26.36 acres S/S Technology Circle
Richland County TMS#: 17200-02-11
Owner(s): South Carolina Research Authority / Hillpointe, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Economic Development Center/Corridor
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Office and Institutional (C-1)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 1
Census Tract: 114.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 3, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Jacquelyn Richburg, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Interim Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: EC (Land Use classification) by 9 - 0.
on 5/3/2021 (mm/dd/yyyy).

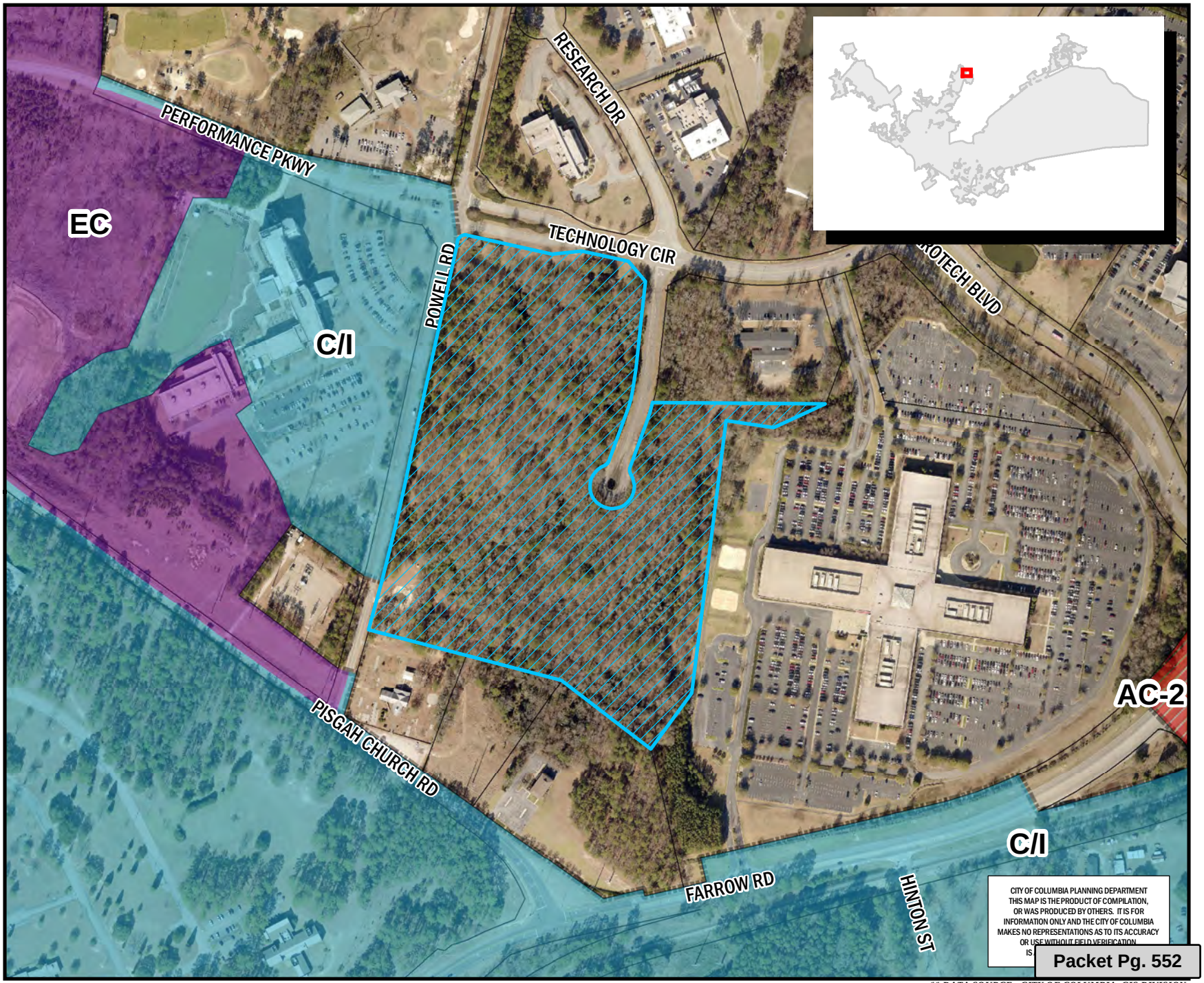
Planning Commission Zoning Recommendation: C-1 (Zoning classification) by 9 - 0.
on 5/3/2021 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Future Land Use Map

26.36 acres S/S Technology Cir., TMS# 17200-02-11
Existing Rich. Co. FLU: Economic Development Center/Corridor, Proposed FLU: EC

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 3/30/2021

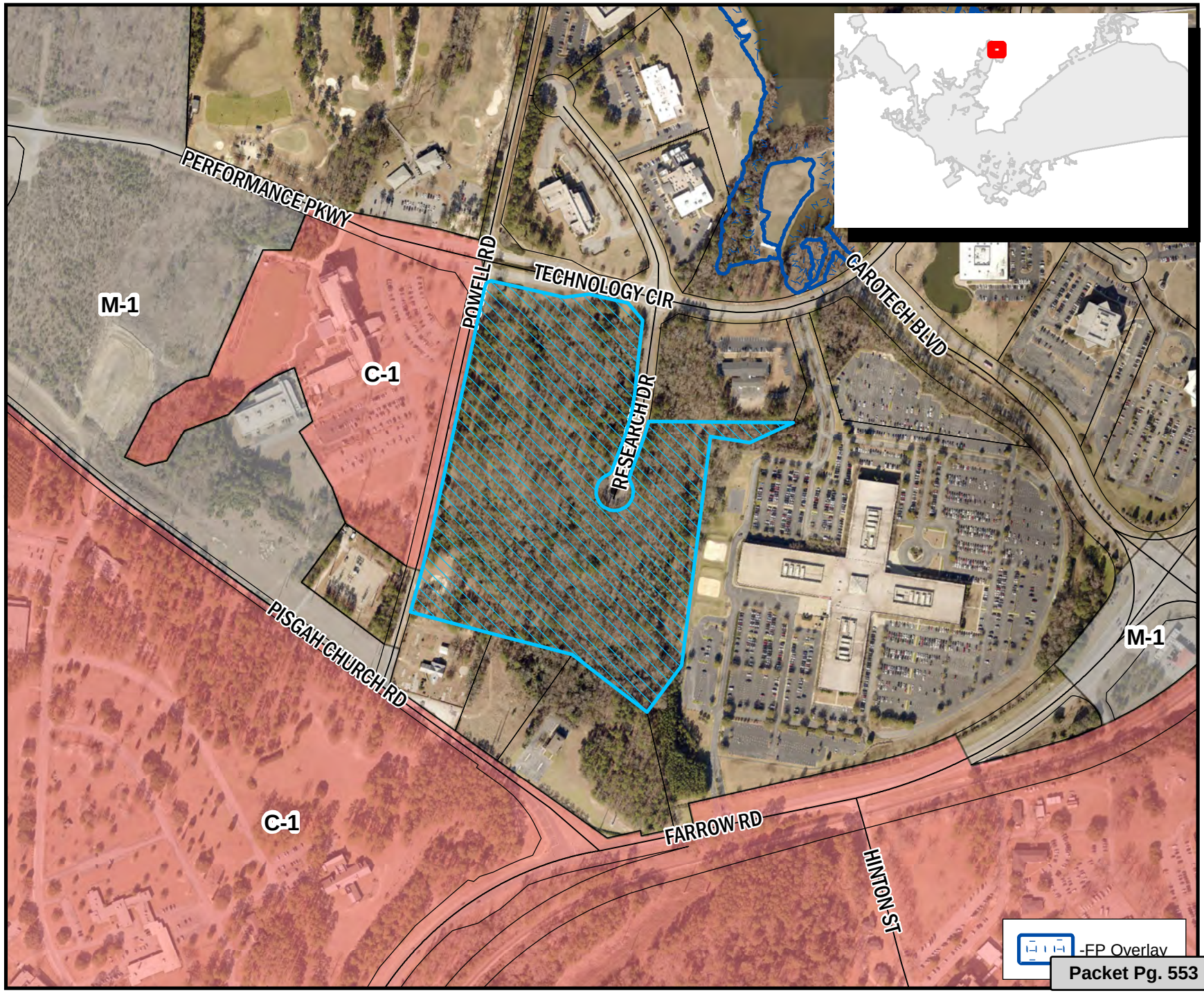
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

26.36 acres S/S Technology Cir., TMS# 172(
Current Rich. Co. Zoning: GC, Proposed Zoning: C-1

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 120 240 480 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 30, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF RICHLAND)

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land with improvements thereon situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 26.359 acres (Tracts B and B-1) on plat of ALTA/ACSM Land Title Survey of Wall Street Apartments prepared by B.P. Barber & Associates, Inc. dated June 25, 2008 and signed June 26, 2008 by Henry B. Dingle, Jr. S.C.P.L.S. No. 10289, recorded on June 26, 2008, in the Richland County Register of Deeds' office in Record Book 1441, page 3554; said lot having such boundaries and measurements as shown thereon, all being a little more or less.

Richland County TMS: 17200-02-11
Property Address: 26.36 acres S/S Technology Circle

Seller:

South Carolina Research Authority

(Signature) Date: 3/22/2021

Randy Cutts (Print Name) ITS: Director of Facilities

Buyer:

Hillpointe, LLC

(Signature) Date: 3/9/2021

Steven Camozzi (Print Name) ITS: Managing Partner

LAND DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH IMPROVEMENTS THEREON, SITUATED, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND NEAR THE CITY OF COLUMBIA AND BEING SHOWN ON A PLAT TITLED " ALTA/ACSM LAND TITLE SURVEY" BY B.P. BARBER DATED JUNE 25, 2008. SAID PLAT HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT A 5/8" REBAR ON THE EASTERN RIGHT-OF-WAY OF POWELL ROAD (S-40-1560) BEING THE NORTHWEST CORNER OF THE PISGAH UNITED METHODIST CHURCH TRUSTEES (TMS# 14400-02-01) AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY OF POWELL ROAD THE FOLLOWING COURSES AND DISTANCES- ALONG A CURVE TO THE LEFT IN A DIRECTION OF N15°12'25"E FOR A CHORD LENGTH OF 8.80' (SAID CURVE HAVING AN ARC LENGTH OF 8.80' AND A RADIUS OF 5434.55') TO A 1/2" PIPE, THENCE ALONG A CURVE TO THE LEFT IN A DIRECTION OF N14°29'14"E FOR A CHORD LENGTH OF 317.43' (SAID CURVE HAVING AN ARC LENGTH OF 317.47' AND A RADIUS OF 5434.55') TO A 5/8" REBAR, THENCE N12°48'02"E FOR A DISTANCE OF 838.49' TO A 5/8" REBAR AND THEN ALONG A LINE THAT JOINS THE EASTERN RIGHT-OF-WAY OF POWELL ROAD WITH THE SOUTHERN RIGHT-OF-WAY OF TECHNOLOGY CIRCLE IN A DIRECTION OF N57°52'44"E FOR A DISTANCE OF 66.44' TO A 5/8" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE SOUTHERN RIGHT-OF-WAY OF TECHNOLOGY CIRCLE THE FOLLOWING COURSES AND DISTANCES- S77°11'45"E FOR A DISTANCE OF 202.01' TO A 5/8" REBAR, THENCE S84°47'55"E FOR A DISTANCE OF 211.82' TO A 1/2" REBAR, THENCE S77°10'05"E FOR A DISTANCE OF 81.09' TO A 5/8" REBAR AND THEN ALONG A LINE THAT JOINS THE SOUTHERN RIGHT-OF-WAY OF TECHNOLOGY CIRCLE AND THE WESTERN RIGHT-OF-WAY OF RESEARCH COURT IN A DIRECTION OF S34°20'19"E FOR A DISTANCE OF 83.00' TO A 1/2" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE WESTERN RIGHT-OF-WAY OF RESEARCH COURT THE FOLLOWING COURSES AND DISTANCES- S06°32'00"W FOR A DISTANCE OF 282.59' TO A 1/2" REBAR, THENCE ALONG A CURVE TO THE RIGHT IN A DIRECTION OF S13°34'17"W FOR A CHORD LENGTH OF 119.00' (SAID CURVE HAVING AN ARC LENGTH OF 119.30' AND A RADIUS OF 487.87') TO A 1/2" REBAR, THENCE S20°34'24"W FOR A DISTANCE OF 180.63' TO A 1/2" REBAR, THENCE ALONG A CURVE TO THE LEFT IN A DIRECTION OF S05°16'22"W FOR A CHORD LENGTH OF 125.40' (SAID CURVE HAVING AN ARC LENGTH OF 169.53' AND A RADIUS OF 65.00') TO A 5/8" REBAR AND THEN ALONG A CURVE TO THE LEFT THAT JOINS THE WESTERN RIGHT-OF-WAY OF RESEARCH COURT WITH THE EASTERN RIGHT-OF-WAY OF RESEARCH COURT IN A DIRECTION OF N35°49'35"E FOR A CHORD LENGTH OF 125.40' (SAID CURVE HAVING AN ARC LENGTH OF 169.51' AND A RADIUS OF 65.00') TO A 1/2" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY OF RESEARCH COURT THE FOLLOWING COURSES AND DISTANCES- N20°32'47"E FOR A DISTANCE OF 180.68' TO A 1/2" REBAR AND THEN ALONG A CURVE TO THE LEFT IN A DIRECTION OF N16°15'22"E FOR A CHORD LENGTH OF 44.85' (SAID CURVE HAVING AN ARC LENGTH OF 44.86' AND A RADIUS OF 553.88') TO A 5/8" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF NMFO ASSOCIATES (TMS# 14400-02-03) THE FOLLOWING COURSES AND DISTANCES- N89°19'46"E FOR A DISTANCE OF 111.32' TO A 5/8" REBAR AND THEN N89°19'46"E FOR A DISTANCE OF 37.04' TO A 5/8" REBAR AND THEN N89°19'46"E FOR A DISTANCE OF 473.44' TO A 5/8" REBAR AND THEN N23°01'20"E FOR A DISTANCE OF 19.92' TO A 5/8" REBAR AND THEN N14°14'23"E FOR A DISTANCE OF 7.46' TO A 5/8" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF LEXINGTON COLUMBIA, LLC (TMS# 14400-02-06) IN A DIRECTION OF S15°05'43"E FOR A DISTANCE OF 29.99' TO A 1/2" REBAR AND THEN S14°03'37"W FOR A DISTANCE OF 144.46' TO A 5/8" REBAR AND THEN S79°58'21"W FOR A DISTANCE OF 6.20' TO A 5/8" REBAR AND THEN S85°52'32"W FOR A DISTANCE OF 151.79' TO A 5/8" REBAR AND THEN N80°52'35"W FOR A DISTANCE OF 124.99' TO A 5/8" REBAR AND THEN S59°08'06"W FOR A DISTANCE OF 696.39' TO A 5/8" REBAR AND THEN S04°30'10"W FOR A DISTANCE OF 71.87' TO A 5/8" REBAR AND THEN S24°08'39"W FOR A DISTANCE OF 310.77' TO A 1" REBAR;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF SEVENTH EPISCOPAL DISTRICT OF A.M.E. CHURCH, INCORPORATED (TMS# 14400-02-07) THE FOLLOWING COURSES AND DISTANCES- N40°20'28"W FOR A DISTANCE OF 167.13' TO A 1" PIPE AND THEN N39°50'16"W FOR A DISTANCE OF 218.61' TO A 2-1/2" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF SOUND DOCTRINE MINISTRIES/CHRISTIAN FELLOWSHIP (TMS# 14400-02-02) IN A DIRECTION OF N77°10'01"W FOR A DISTANCE OF 367.22' TO A 1" PIPE;

THENCE TURNING AND PROCEEDING ALONG THE PROPERTY OF PISGAH UNITED METHODIST CHURCH TRUSTEES (TMS# 14400-02-01) IN A DIRECTION OF N77°10'01"W FOR A DISTANCE OF 235.83' TO A 5/8" REBAR, THIS BEING THE POINT OF BEGINNING. THIS PARCEL CONTAINS 26.359 ACRES OR 1,148,213 SQUARE FEET.

ITEMS CORRESPONDING TO SCHEDULE B

LAWYERS TITLE INSURANCE CORPORATION – FILE No: 08-LT-003 (615/9088) EFFECTIVE DATE: JANUARY 28, 2008 AT 08:00AM

ITEM 6 – DEED BOOK D-1370 PAGE 43, DOES NOT APPLY TO THIS PROPERTY.

ITEM 7 – DEED BOOK D-943 PAGE 736, DOES NOT APPLY TO THIS PROPERTY.

ITEM 8 – DEED BOOK D-947 PAGE 608 AND DEED BOOK 993 PAGE 246 DOES NOT APPLY TO THIS PROPERTY.

ITEM 9 – DEED BOOK D-943 PAGE 730, DOES NOT APPLY TO THIS PROPERTY.

ITEM 10– DEED BOOK D-782 PAGE 407, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.

ITEM 11– DEED BOOK D-782 PAGE 416, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.

ITEM 12– DEED BOOK D-825 PAGE 709, DOES NOT APPLY TO THIS PROPERTY.

ITEM 13– DEED BOOK D-825 PAGE 712, DOES NOT APPLY TO THIS PROPERTY.

ITEM 14– DEED BOOK D-1017 PAGE 190, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.

ITEM 15– DEED BOOK D-1017 PAGE 192, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.

ITEM 16– DEED BOOK D-955 PAGE 564, DOES NOT APPLY TO THIS PROPERTY.

ITEM 17– DEED BOOK D-1124 PAGE 739, DOES NOT APPLY TO THIS PROPERTY.

ITEM 18– DEED BOOK D-1364 PAGE 437, ROAD RIGHT OF WAY DEED TO RICHLAND COUNTY.

ITEM 19– DEED BOOK D-845 PAGE 138, DOES NOT APPLY TO THIS PROPERTY.

ITEM 20– DEED BOOK D-896, PAGE 810, DOES NOT APPLY TO THIS PROPERTY.

ITEM 21– PLAT BOOK 50 PAGE 5175 AND PLAT BOOK 52 PAGE 6033, DOES NOT APPLY TO THIS PROPERTY.

ITEM 22 DOES NOT APPLY TO THIS PROPERTY.

ITEM 23– RECORD BOOK 286 PAGE 493, DOES NOT APPLY TO THIS PROPERTY.

ADDITIONAL EXCEPTIONS AS TO TRACT B-1

ITEM 25– RECORD BOOK 347 PAGE 2229, IS A BLANKET EASEMENT AND CAN NOT BE PLOTTED.

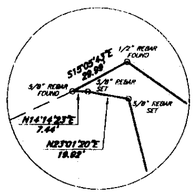
ITEM 26– RECORD BOOK 347 PAGE 2222, APPLIES TO THIS PROPERTY AND IS PLOTTED HEREON.

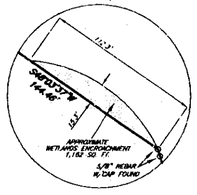
FLOOD NOTE

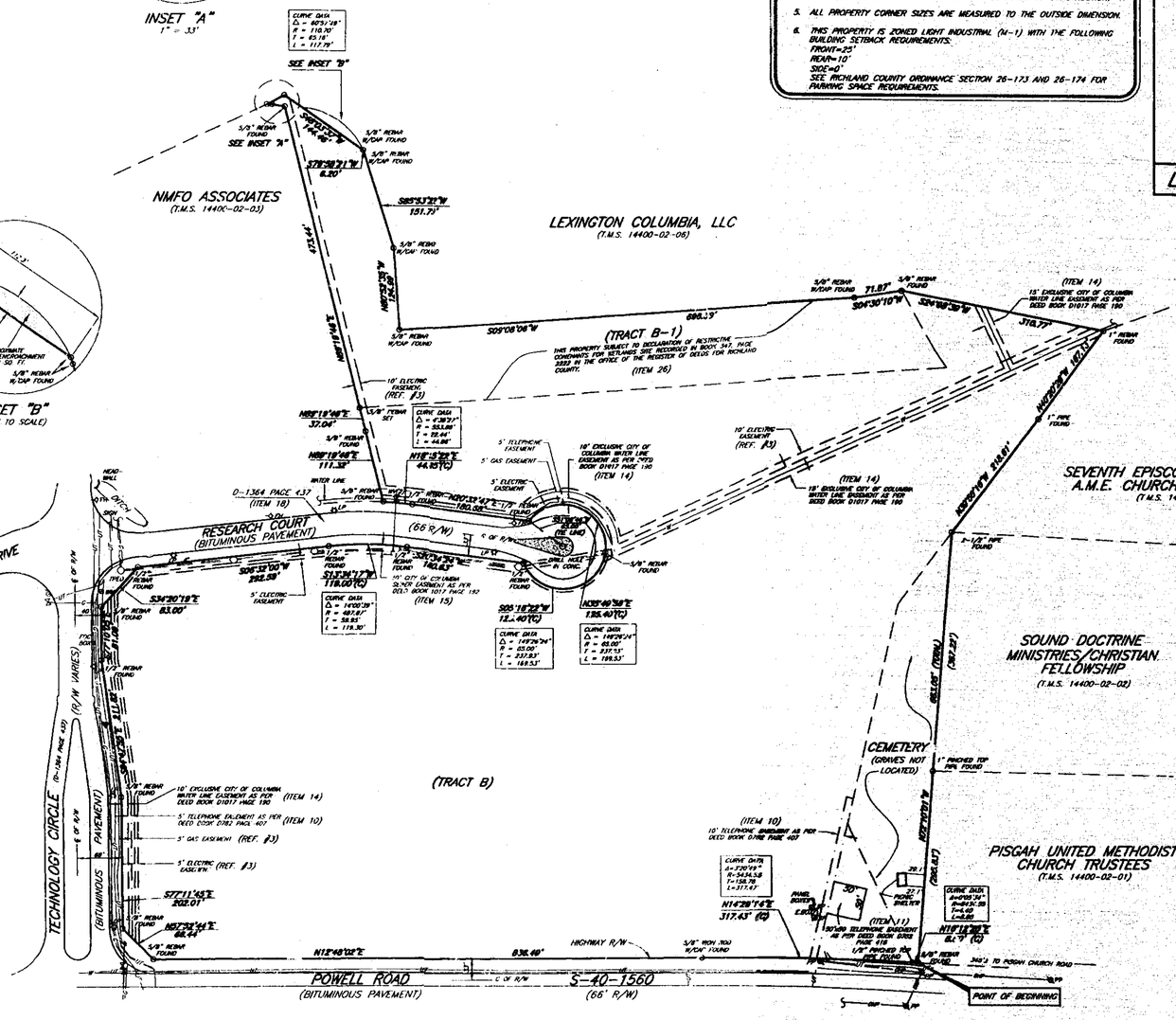
I HAVE EXAMINED THIS FLOOD INSURANCE RATE MAP FOR RICHLAND COUNTY, SOUTH CAROLINA, COMMUNITY PANEL NUMBER 450169 0015 D, PANEL 15 OF 225, DATED JANUARY 16, 1991 AND HEREBY STATE BY GRAPHIC PLOTTING ONLY THAT THIS PROPERTY IS NOT LOCATED IN THE 100 YEAR FLOOD HAZARD AREA AS ILLUMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

COPYRIGHT NOTICE

THIS DRAWING IS THE PROPERTY OF B.P. BARBER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND IS NOT TO BE USED ON ANY OTHER PROJECT.





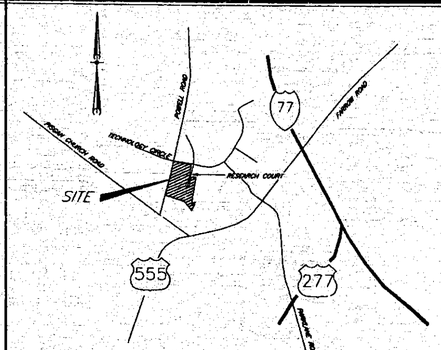


B-1 AREA= 3.092 ACRES OR 162,922 SQUARE FEET

TOTAL AREA= 26.359 ACRES OR 1,148,213 SQUARE FEET

NOTES:

1. THIS IS NOT A VALID, TRUE COPY OF THIS DOCUMENT UNLESS IT BEARS THE ORIGINAL SIGNATURE, SIGNATURE DATE, AND THE RAISED, EMBOSSED SEAL OF THE REGISTERED PROFESSIONAL LAND SURVEYOR NOTED HEREON.
2. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
3. THE EASEMENTS SHOWN HEREON ARE ALL THOSE OF WHICH THE SURVEYOR WAS AWARE AS OF THE DATE OF THIS SURVEY. THE LOCATIONS OF THOSE EASEMENTS SHOWN HEREON ARE BASED ON EVIDENCE APPARENT IN THE FIELD AND DOCUMENTS WHICH HAVE BEEN PROVIDED TO US. THERE MAY BE ADDITIONAL EASEMENTS WHICH AFFECT THIS PROPERTY BUT WERE NOT KNOWN TO US.
4. THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE APPROXIMATE AND MUST BE VERIFIED BY OPERATING AUTHORITIES PRIOR TO CONSTRUCTION.
5. ALL PROPERTY CORNER SIZES ARE MEASURED TO THE OUTSIDE DIMENSION.
6. THIS PROPERTY IS ZONED LIGHT INDUSTRIAL (M-1) WITH THE FOLLOWING BUILDING SETBACK REQUIREMENTS:
   FRONT=25'
   REAR=10'
   SIDE=0'
   SEE RICHLAND COUNTY ORDINANCE SECTION 26-173 AND 26-174 FOR PARKING SPACE REQUIREMENTS.



LOCATION MAP SCALE: 1" = 2,000'

LEGEND

PP Ø	POWER POLE
℄	CENTERLINE
R/W	RIGHT OF WAY
	WETLAND CORNER
FH	FIRE HYDRANT
LP	LIGHT POLE
TPED	TELEPHONE PEDESTAL
WV	WATER VAVLE
CB	CATCH BASIN
MH	MAN HOLE
E.BOX	ELECTRICAL BOX
FOC BOX	TELEPHONE BOX
SP	ELEC. SERVICE POLE
	STREET LIGHT
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE

REFERENCE IS MADE TO THE FOLLOWING:

1. A PLAT OF PROPERTY SURVEYED FOR HOLMES SMITH (BCBS), LLC BY POWER ENGINEERING COMPANY, INC. DATED SEPTEMBER 20, 1999, AND RECORDED IN RECORD BOOK 348, PAGE 1176.
2. A PLAT OF PROPERTY SURVEYED FOR HOLMES SMITH (BCBS), LLC &" POWER ENGINEERING COMPANY, INC. DATED SEPTEMBER 3, 1998, AML RECORDED IN RECORD BOOK 210, PAGE 424.
3. A PLAT OF PROPERTY SURVEYED FOR SOUTH CAROLINA RESEARCH AUTHORITY BY UNITED DESIGN SERVICES, INC. DATED OCTOBER 5, 1990.
4. A PLAT OF PROPERTY SURVEYED FOR WILLIAM M. YATES BY UNITED DESIGN SERVICES, INC. DATED MAY 13, 1988, AND RECORDED IN PLAT BOOK 52, PAGE 1922.
5. A PLAT OF PROPERTY SURVEYED FOR NMFO ASSOCIATES BY LEON CAMPBELL & ASSOCIATES, INC. DATED OCTOBER 21, 1998.
6. A PLAT OF PROPERTY SURVEYED FOR PISGAH METHODIST CHURCH BY B. P. BARBER & ASSOCIATES, INC. DATED APRIL 21, 1980, AND RECORDED IN PLAT BOOK 16, PAGE 40 (DRAWING NO. 11,672-C2).
7. CITY OF COLUMBIA ENGINEERING DEPARTMENT AS-BUILT UTILITY PLANS FILE NO. 177-14, SHEETS C.9 & C.12
8. SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY BY B.P. BARBER AND ASSOCIATES (FILE# 32,084-B70) DATED DECEMBER 9, 2003.
9. RICHLAND COUNTY DEED BOOK D-686, PAGE 291.
10. RICHLAND COUNTY TAX ASSESSOR'S MAP NO. 17200-02-11.

THIS IS TO CERTIFY TO: LAWYERS TITLE INSURANCE CORPORATION AND WALL STREET REALTY PARTNERS LLC, THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGN FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF SOUTH CAROLINA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

HENRY B. CAMLIC, JR., S.C.R.L.S. NO. 10389 — SIGNATURE — DATE

B.P. BARBER & ASSOCIATES, INC.
101 RESEARCH DRIVE
COLUMBIA, SC 29203
TELEPHONE: (803) 254-4400

NO.	DESCRIPTION	DATE	BY
	REVISION		

APPROVALS
PROJECT ENG.
DESIGNED BY:
DRAWN BY: DBW
CHECKED/ADJUSTED BY:
APPROVED BY: HBD

Book 1441-3554
2008051160 06/26/2008 16:05:45:840
Pgs 1 $10.00 County Tax: $0.00
Rec Document
State Tax: $0.00

2008051160 Recorded As Deed

NORTH CAROLINA SOUTH CAROLINA
B.P. BARBER & ASSOCIATES, INC.
REAL ESTATE DEVELOPMENT CONSULTANTS
CERTIFICATE OF AUTHORIZATION

bpb BP Barber
Engineering • Experience • Excellence
COLUMBIA • SPARTANBURG • CHARLESTON
FLORENCE • CHARLOTTE • SAVANNAH

SHEET TITLE: ALTA/ACSM LAND TITLE SURVEY
DATE: JUNE 25, 2008 | SCALE: 1" = 100'

PROJECT: WALL STREET APARTMENTS
RICHLAND COUNTY, S.C.
NEAR COLUMBIA

DWG. NAME: 08161.dwg
N.B. NO.: 2171
REFERENCE: 34,514-C4
PROJECT NO.: 08161
SHEET: 1 OF 1

FILE NO. 34,616-B83

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
314 Heyward Street; TMS# 08816-10-11

Council District:	2
Proposal:	Request to annex the property and assign a land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Two-Family Residential District in a Design Preservation Overlay (RD-2, -DP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RM-HD by Richland County.
Applicant:	PMC Columbia Bungalows, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.16 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole-Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Core Mixed Residential Type 3 (UCMR-3)
Current County Zoning: Residential Multifamily High Density (RM-HD)
Proposed City Zoning: Two-Family Residential District in a Design Protection Overlay (RD-2, -DP)
Census Tract: 28

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
The Columbia Police Department has no issues with this annexation as it is surrounded by properties within the City limits. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this duplex would be **approximately $800 per year,** based on calls to similar nearby properties within the City limits.

Fire
The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately $216 annually per household.

Engineering
Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care
The customers on this property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this duplex. The property is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately $1,300 per year**, based on the current taxable value of this duplex.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Donut Hole-Primary" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Mixed Residential Type 3 (UCMR-3) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.

Primary Types

- Single-Family Detached
- Single-family Attached
- Two-family

Secondary Types

- Three-family
- Multi-family Small

Tertiary Types

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Capital City Mill District Area & Corridor Plan* (2017) adopted by the City of Columbia and Richland County. The property falls within the Granby neighborhood sub area (page 17-18), and the plan proposed a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) for the property. Specific Mill District Characteristics were provided related to each recommended future land use classification, and for UCMR-3, these were: “mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue + Whaley Street)” (page 32). No specific multi-modal transportation improvements were recommended adjacent to the subject property, though recommendations were made for bike facilities on Heyward east of Williams Street, and a reconfiguration and extension of Heyward east of Olympia Avenue.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RM-HD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Two-Family Residential District (RD-2) to the North and East and General Residential District (RG-2) to the West and South. Surrounding parcels in unincorporated Richland County are currently zoned HI to the South.

The proposed City of Columbia zoning district is Two-Family Residential District in a Design Preservation Overlay (RD-2, -DP).

Two-Family Residential District (RD-2)

The RD and RD-2 districts are intended as one- and two-family residential areas with attached and detached units with medium to high population densities. RD-2 is intended for use only in Historic Mill Village areas and only shall be applied where more than 50 percent of the parcels retain the original Mill Village residenc

structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the two-family residential character of the district.

Design and Preservation Area (-DP)

It is the intent of this article to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Core Mixed Residential Type 3 (UCMR-3) and zoning of Two-Family Residential District in a Design Preservation Overlay (RD-2, -DP) at the time of annexation.

Development Types

URBAN CORE MIXED RESIDENTIAL TYPE 3 (UCMR-3)

Urban Core Mixed Residential Type 3 neighborhoods are appropriate in the central city, inner ring areas, and a couple of blocks off of major corridors throughout Columbia. This development type may represent existing and historic neighborhoods, and is a development form appropriate for small to medium scale redevelopment or infill sites. Traditional and contemporary architectural styles have a place in Urban Core Mixed Residential Type 3 neighborhoods, but scale is always important. Urban Core Mixed Residential Type 3 neighborhoods have smaller-scale residential buildings, with single-family homes being a dominant use, as well as appropriately-scaled mixed-use and neighborhood service amenities. The development of appropriately-scaled commercial uses should be limited to neighborhood corridors. Urban Core Mixed Residential Type 3 neighborhoods generally decrease in intensity as development moves further from main arterials and activity centers.

UCMR-3 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- Single-family Attached
- Two-family

SECONDARY TYPES

- Three-family
- Multi-family Small

TERTIARY TYPES

- Multi-family Medium
- Multi-family Mixed-use Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UCMR-3 DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns found on both sides of the street (preferred). An interconnected network of streets and small blocks, typically in a rectilinear or grid pattern, form walkable, pedestrian-oriented neighborhoods with sidewalks and on-street parking.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban core. Alleyways are not common but can be used in redevelopment or infill.
- The subdivision of lots is regular within a block with small, equally sized parcels, typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings. Deeper lots are typically found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of the block.
- Building types may be mixed on a block but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Many lots have dedicated driveways and/or parking areas, such as surface parking, driveways, or detached garages, located in the interior of the block. On-street parking is also common.

- Open spaces in the form of neighborhood parks, linear parks, and greens are important open space elements in a more densely developed neighborhood.
- Architectural detailing is human scale, shares many characteristics and proportions with single-family architecture, including frequent windows, front entrances, porches, stoops, and/or balconies. The majority of buildings are two to three stories.

02/04/2019

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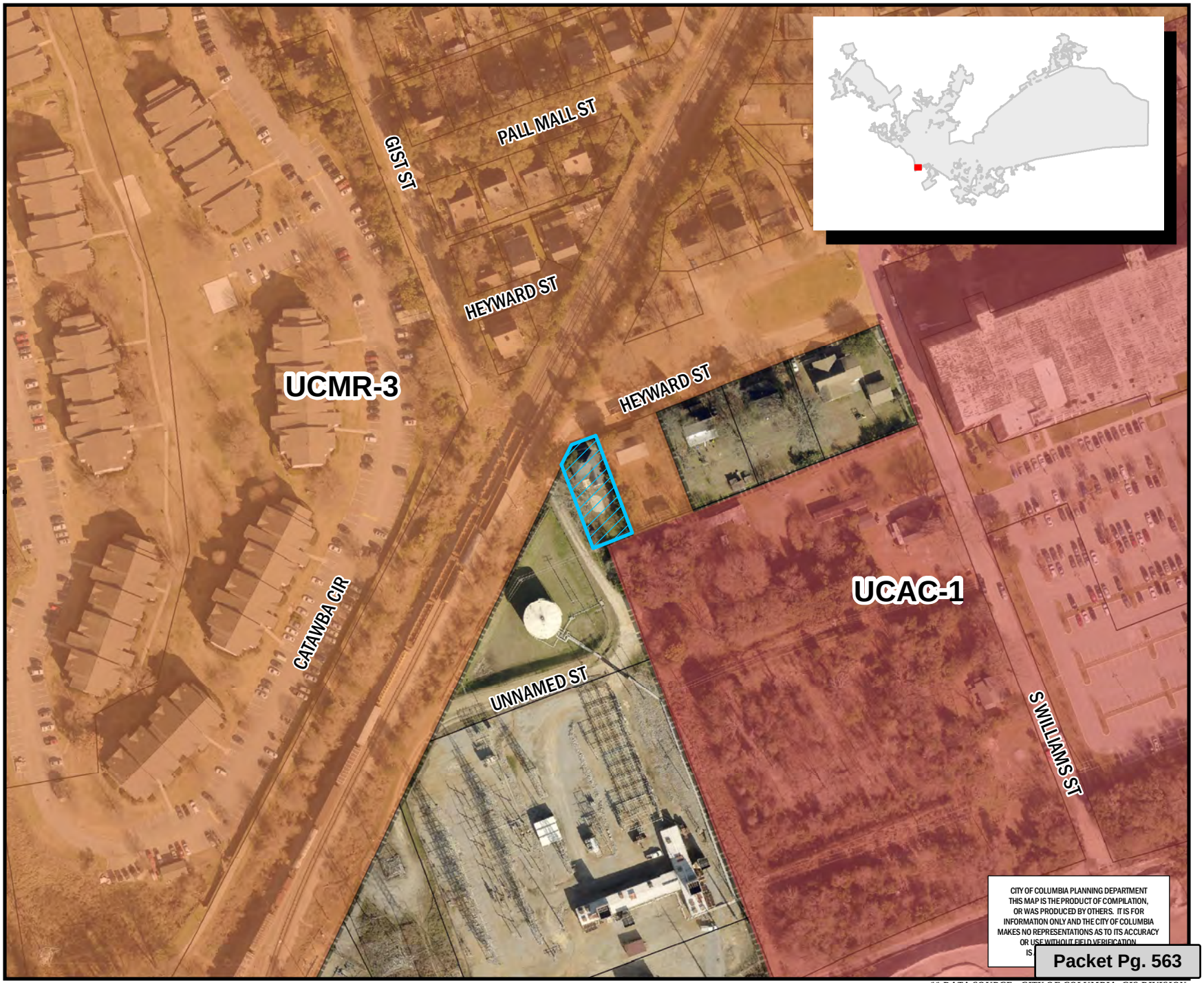
Future Land Use Map

314 Heyward Street, TMS# 08816-10-11;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UCMR-3

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 4/15/2021

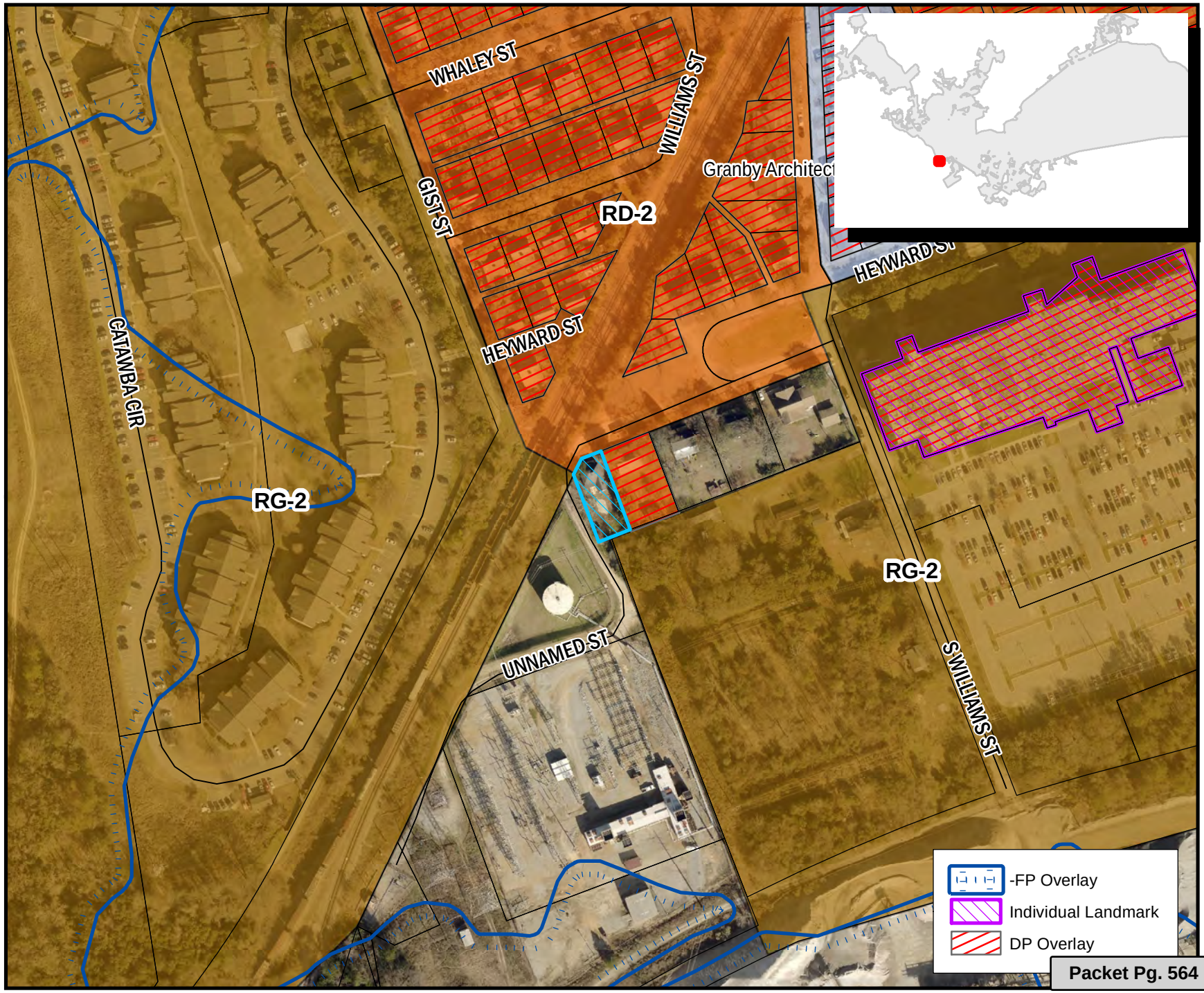
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

314 Heyward Street, TMS# 08816-10-11;
Current Rich. Co. Zoning: RM-HD, Proposed Zoning: RD-2, -DP

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2021

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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-058

Annexing and Incorporating 314 Heyward Street, Richland County TMS# 08816-10-11 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Two-Family Residential District in a Design Protection Overlay (RD-2, -DP), apportioned to City Council District 2, Census Tract 28, contains 0.16 acre, and shall be assigned a land use classification of Urban Core Mixed Residential Type 3 (UCMR-3).

PROPERTY DESCRIPTION: See Attached Exhibit “A”

Richland County TMS NO.: 08816-10-11

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry____

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading

Last revised: 6/23/2021
210094458

ORDINANCE NO.: 2021-058
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as Lot 1, Block 31, on a plat prepared for Ebert Realty by Tomlinson Engineering Co., dated October 1939, revised July 15, 1940 and recorded in the Office of the Register of Deeds for Richland County in Plat Book "I" at Page 77, and the same also being shown on a plat prepared for Calvin Lewis Holton, Jr. and Beverly Brown Holton by Belter & Associates, Inc. dated March 6, 1986 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 50 at Page 7786; said property having the same boundaries and measurements as shown on said latter plat.

Last revised: 6/23/2021
210094458

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 16, 2021

RE: **Property Address:** 314 Heyward Street
Richland County TMS#: 08816-10-11
Owner(s): PMC Columbia Bungalows, LLC
Current Use: Residential (Duplex)
Proposed Use: Residential (Duplex)
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Mixed Residential (UCMR-3)
Current County Zoning: Residential Multifamily High Density (RM-HD)
Proposed City Zoning: Two-Family Residential in the Granby Architectural Conservation District Design Preservation Overlay (RD-2, -DP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 2
Census Tract: 28

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 3, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Jacquelyn Richburg, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UCMR-3 (Land Use classification) by 9 - 0.
on 5/3/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RD-2, -DP (Zoning classification) by 9 - 0.
on 5/3/2021 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

02/04/2019

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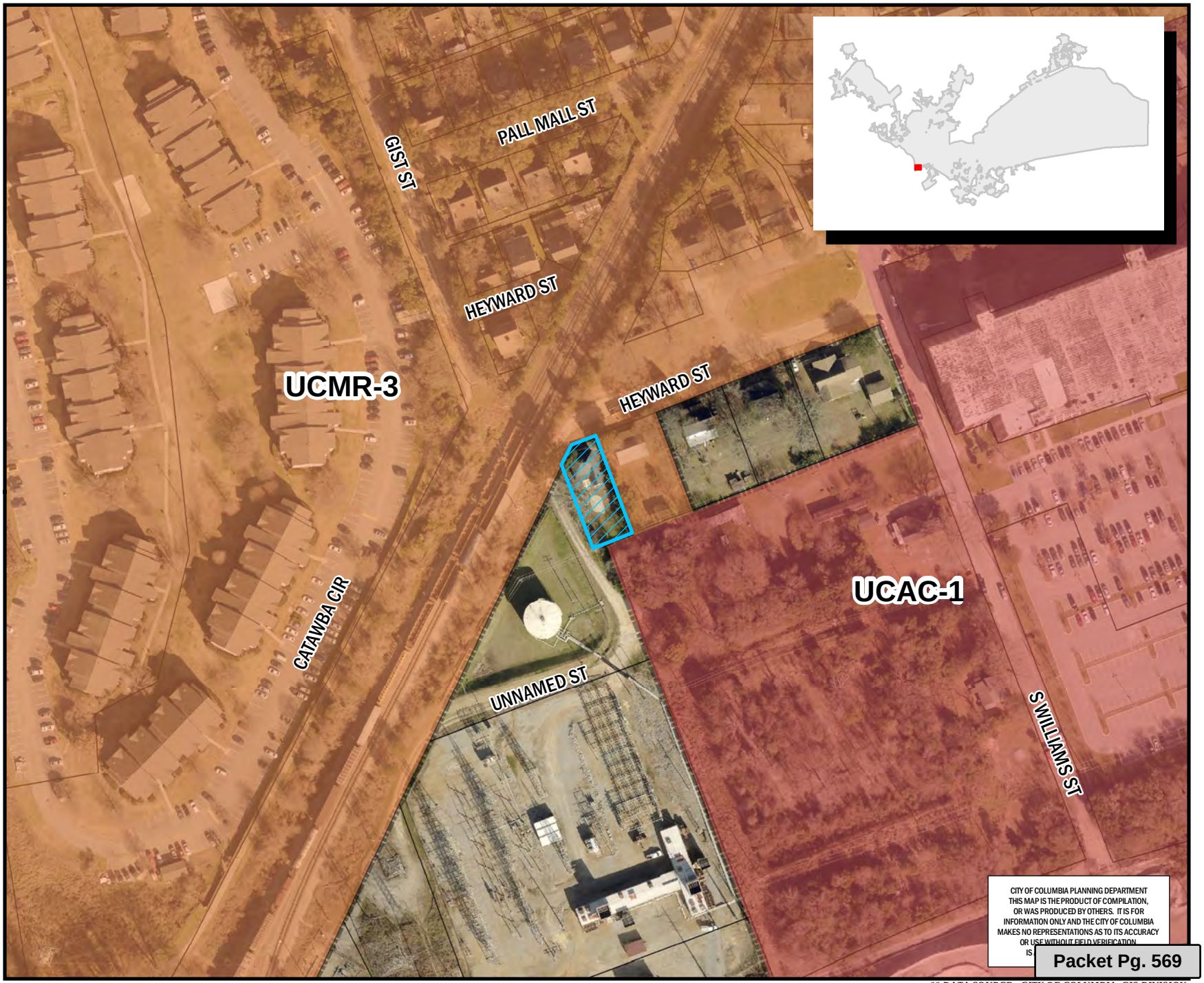
Future Land Use Map

314 Heyward Street, TMS# 08816-10-11;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UCMR-3

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 4/15/2021

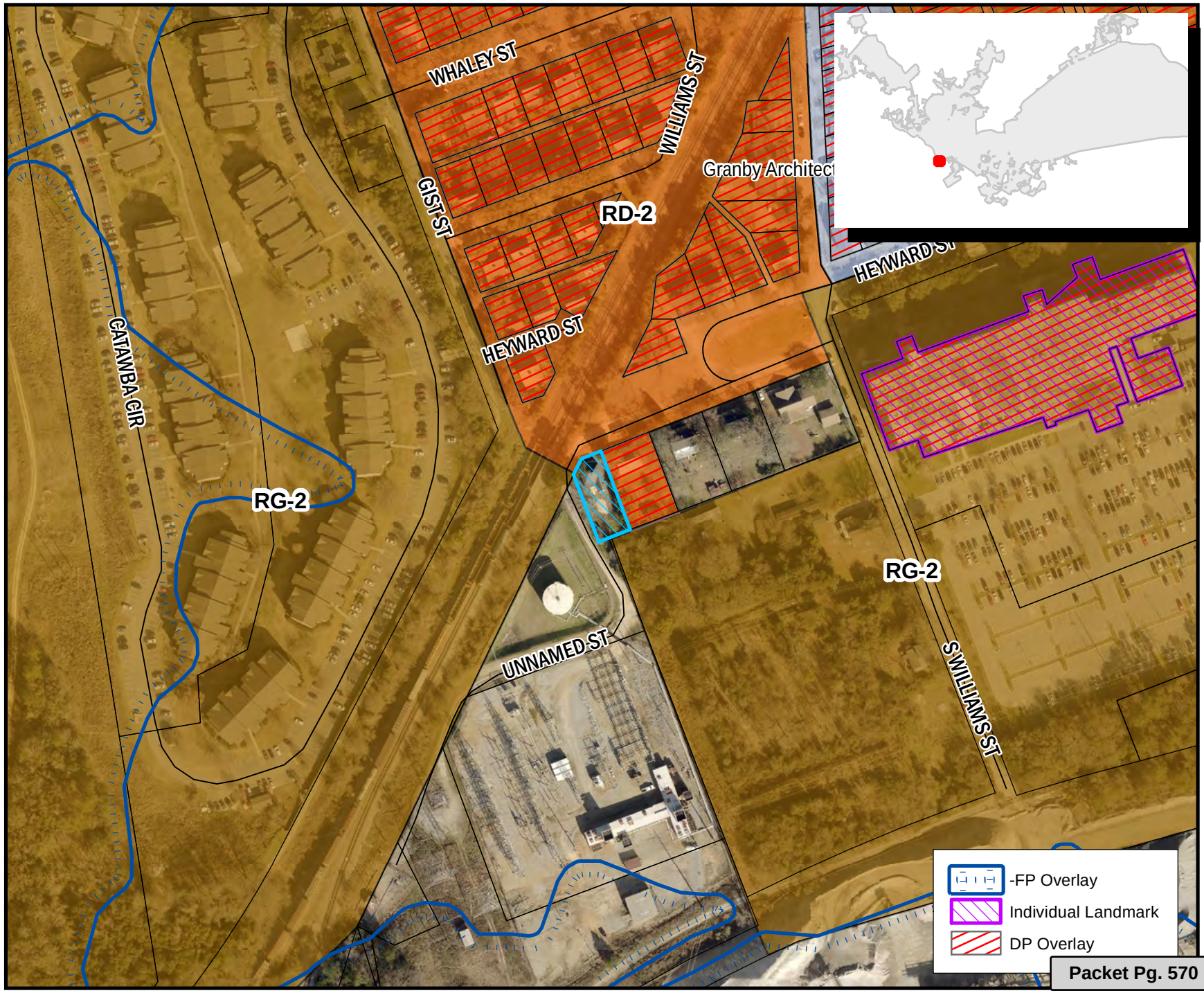
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

314 Heyward Street, TMS# 08816-10-11;
Current Rich. Co. Zoning: RM-HD, Proposed Zoning: RD-2, -DP

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2021

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*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown on a Plat prepared for PMC Columbia Bungalows, LLC by J. Don Rawls, Jr. of Cox and Dinkins, Inc. dated February 22, 2019 and recorded March 20, 2019 in the Office of the Register of Deeds for Richland County in Plat Book 2379 at Page 2110. Said plat is incorporated herein by reference for a more complete and accurate description.

Richland County TMS: 08816-10-11

Property Addresses: 314 Heyward Street

PMC Columbia Bungalows, LLC

BY: Joshua W. Harding
(Print Name)

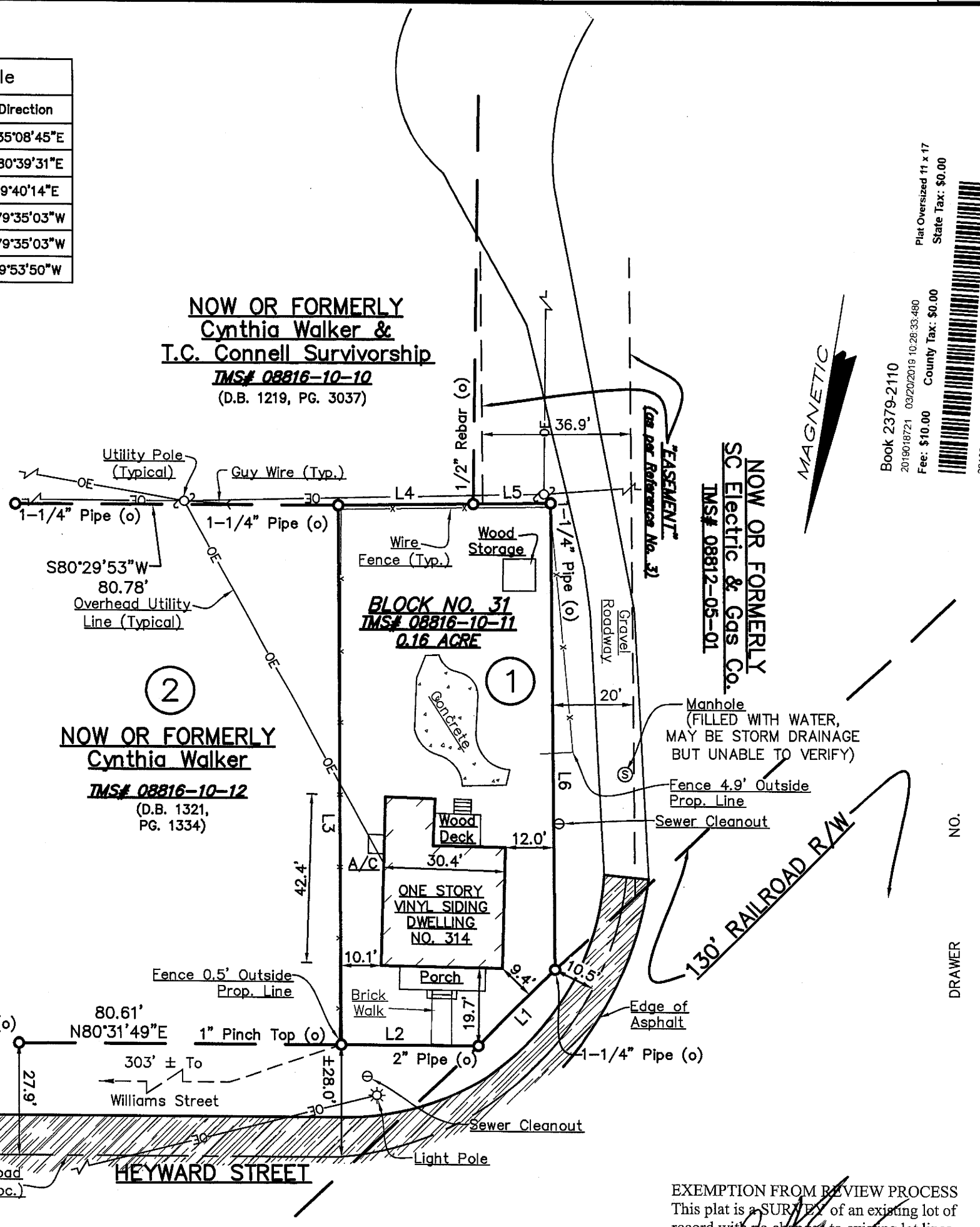
(Signature)

Date: 4/1/21

ITS: Vice President

Instrument Number: 2019018721 Book/Page: R 2379/2110 Date Time: 03/20/2019 10:28:33:480

Line Table		
Line #	Length	Direction
L1	27.22'	N35°08'45"E
L2	34.37'	N80°39'31"E
L3	135.34'	S9°40'14"E
L4	33.80'	S79°35'03"W
L5	19.29'	S79°35'03"W
L6	116.92'	N9°53'50"W



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THIS SURVEY IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE.

Book 2379-2110
2019018721 03/20/2019 10:28:33:480
Fee: $10.00 County Tax: $0.00 Plat Oversized 11 x 17 State Tax: $0.00
John T. Hopkins II Richland County R.O.D.
2019018721

Easements and/or restrictions may exist on the subject property which are not shown hereon.

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X
(Registered Surveyor)
Printed Name: J. Don Rawls, Jr.
License#: 13517

SOUTH CAROLINA REGISTERED LAND SURVEYOR JACOB DONALD RAWLS, JR. 13517

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION COX AND DINKINS, INC. No. C00294

PLAT
PREPARED FOR

PMC COLUMBIA BUNGALOWS, LLC

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

REFERENCES:
1) MAP SHOWING PROPERTY OF EBERT REALTY COMPANY AND PROPERTY OF PACIFIC MILLS, HAMPTON DIVISION, BY TOMLINSON ENGR. CO., DATED OCTOBER 1939, REVISED JULY 15, 1940, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "I", PAGE 77.
2) PLAT PREPARED FOR 135 WILLIAMS STREET, LLC & PMC PROPERTY GROUP, BY COX AND DINKINS, INC., DATED NOVEMBER 8, 2018.
3) PLAT PREPARED FOR CALVIN LEWIS HOLTON, JR. & BEVERLY BROWN HOLTON, BY BELTER & ASSOCIATES, INC., DATED MARCH 6, 1986, AND RECORDED IN PLAT BOOK 50, PAGE 7786.

FEBRUARY 22, 2019

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. 13517
J. DON RAWLS, JR.

BOOK: 54E-36&38	CHK: 5	TMS: 08816-10-11	SF NO.: 153-8	PROJ.: 9B54E-04.dwg	BY: 2

ORDER NO. 44717

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road; TMS# 06200-01-07 and 06200-01-14

Council District:	1
Proposal:	Request to annex the property and assign land use classifications of Urban Edge Mixed Residential (UEMR) and Community Activity Center (AC-2) and assign zoning of General Residential District with a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial District (C-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned GC and OI by Richland County.
Applicant:	W. E. Sellars, Trustee, The Founder's Fund; C. W. Haynes and Company, Incorporated; BlueChoice Healthplan of South Carolina, Inc. f/k/a Companion HealthCare Corporation / McGuinn Homes, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 18.72 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classifications: Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC) and Office and Institutional (OI)
Proposed City Zoning: General Residential District, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial (C-2)
Census Tract: 103.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
The Columbia Police Department does not object to this annexation. As is the case with most annexations, we find that the proposed annexation will result in an increased number of calls for service. For the proposed 230 townhome units, the estimated cost to serve would be **approximately $19,000 per year,** based on calls to similar nearby properties within the City limits.

Fire
The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
This phase of the development is expected to utilize a private dumpster service.

Engineering
Because water currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The properties are served by Alpine Utilities for sewer service.

Water Customer Care
Any proposed development on the annexed property would result in new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this residential tract. The property is located within a designated Primary Area in the Urban Service Area plan. A 230-unit townhome development is proposed on this site, though it bears mentioning that neither an annexation nor a map amendment are tied to any specific site plan. Assuming that the majority of the residences are owner-occupied, the estimated real estate tax revenue generated for the City would be **approximately $86,000 per year**, based on the taxable value of properties within an earlier phase of this proposed development. If a substantial number of the residences are rented, the revenue would be higher.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classifications for the subject property are Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types
- Single-Family Detached

Secondary Types
- Single-Family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

Tertiary Types
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.

Primary Types
- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types
- Multi-family Small & Medium

Tertiary Types
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Broad River Road Corridor and Community Master Plan* (2010) adopted by Richland County, specifically within the Piney Grove Neighborhood Sub-Area (page 48). The plan proposes a land use character district blend of Transition Mixed-Use District within the quarter mile radius of the node, and Neighborhood Residential District outside of the radius area (page 32), and a portion of the subject property is located within a quarter mile radius of the proposed Piney Grove Village Center (page 44). The subject property is located within the area of the Village Center, where the plan's vision for the node is "to create a compact, eco-tourism oriented center that serves the daily needs of area residents by encouraging uses such as a community garden, farmers market, small scale cooperative store, and neighborhood cafes and restaurants" (page 44).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC and OI by Richland County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Commercial District (PUD-C) and Neighborhood Commercial District (C-2) to the North, Office and Institutional District (C-1) to the East, General Residential District (RG-2) to the South, and Planned Unit Development-Residential District (PUD-R) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RU to the East and RM-HD to the South.

The proposed City of Columbia zoning district is General Residential District, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial District (C-2)

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

Neighborhood Commercial District (C-2)

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of future land use classifications of Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2) and zoning of General Residential District, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial District (C-2) at the time of annexation.

Development Types

URBAN EDGE MIXED RESIDENTIAL (UEMR)

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with a specific street and block pattern adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

UEMR BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small & Medium

TERTIARY TYPES

- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

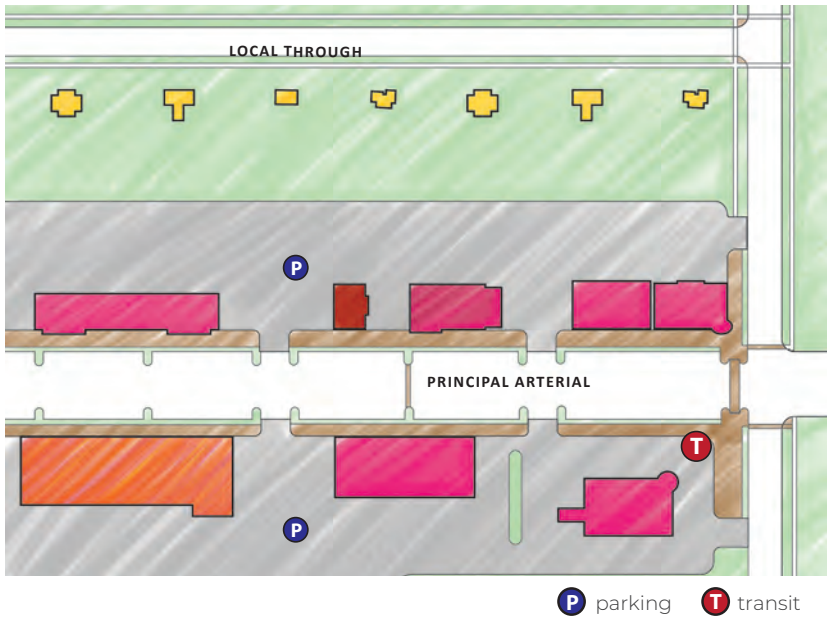
UEMR DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure. It may have limited points of connections and frequent use of culs-de-sac.
- Streets vary in width from 30 foot rights-of-way to 60 foot rights-of-way. Sidewalks are not common in existing neighborhoods but should be provided in redevelopment or new development.
- Blocks vary by subdivision but may be similar to an urban block, or be less defined and more organically shaped by the landscape or former parent lot.
- The subdivision pattern is typically very consistent in terms of lot sizes. Lots themselves may vary from rectangular parcels to wedge-shaped parcels consistent with the more curvilinear street network and cul-de-sac lots.
- Buildings are typically located near the center of the lot, with somewhat equal front and back yards. Buildings often present a wider façade to the street and attached garages and driveways are common.
- Building scale and design of groups of housing types should be complimentary to adjacent housing types in scale. Housing types are typically developed in separate subdivisions (multi-family, single-family, townhouses). Mixing of housing types within a block is uncommon.
- Open space should be provided throughout Urban Edge Mixed Residential developments in an informal and passive manner as well as through neighborhood recreation facilities and clubhouses.
- Architectural details may vary within each subdivision depending on the mix of residential types and era of construction. Infill development should respect the existing horizontal and vertical scaling as well as location and orientation of buildings on the lots.

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

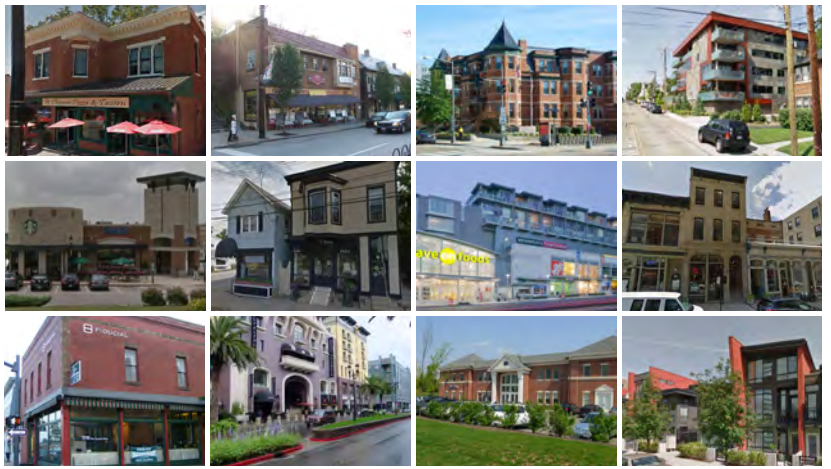
TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

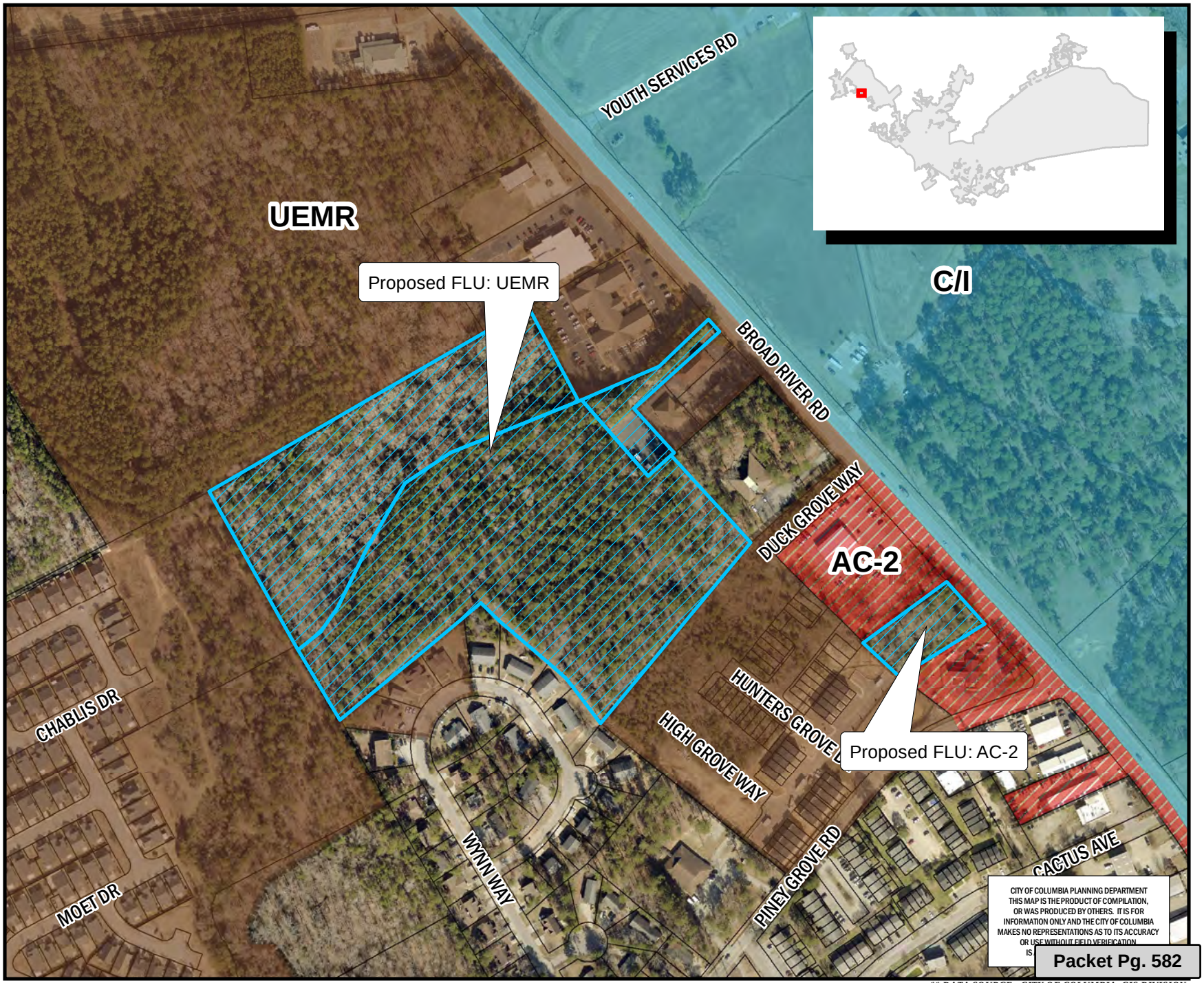


- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.
- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Future Land Use Map

10.60 acres W/S Broad River Rd. and 8.12 acres W/S Broad River Rd., TMS# 06200-01-07 and 06200-01-14;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and AC-2

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 80 160 320 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 4/15/2021

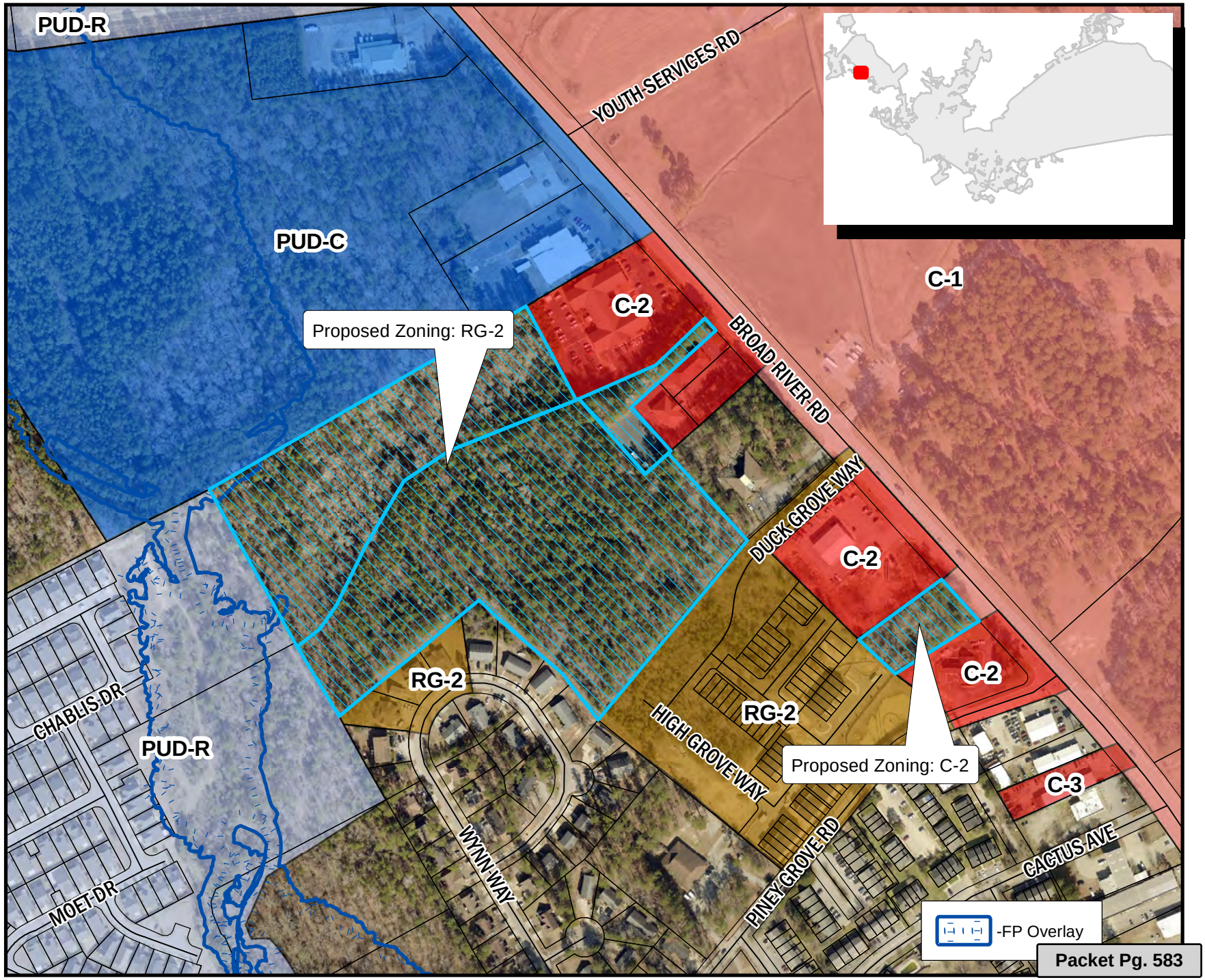
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

Department of Planning & Development Services

10.60 acres W/S Broad River Rd. and 8.12 acres W/S Broad River Rd., TMS# 06200-01-07 and 06200-01-14;
Current Rich. Co. Zoning: GC and OI, Proposed Zoning: RG-2 and RG-2, -FP and C-2



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 80 160 320 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2021

DISCLAIMER:
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We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-060

Annexing and Incorporating 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road, Richland County TMS# 06200-01-07 and 06200-01-14 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of General Residential District, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial (C-2), apportioned to City Council District 1, Census Tract 103.04, contains 18.72 acres, and shall be assigned a land use classification of Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit “A”

Richland County TMS NO.: 06200-01-07 and 06200-01-14

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/23/2021
210094450

ORDINANCE NO.: 2021-060
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 18.72 acres, more or less, and shown and designated as block 01, lots 07 and 14 on Richland County Tax Map 11503. Said parcels having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: April 16, 2021

RE: **Property Address:** 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road
Richland County TMS#: 06200-01-07 and 06200-01-14
Owner(s): W. E. Sellars, Trustee, The Founder's Fund; C. W. Haynes and Company, Incorporated; BlueChoice Healthplan of South Carolina, Inc. f/k/a Companion HealthCare Corporation / McGuinn Homes, LLC
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Mixed Residential (UEMR) and Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC) and Office and Instititional (OI)
Proposed City Zoning: General Residential, a portion within a Flood Protective Overlay (RG-2 and RG-2, -FP) and Neighborhood Commercial (C-2)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 1
Census Tract: 103.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **May 3, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Jacquelyn Richburg, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UEMR/AC-2 (Land Use classification) by 9 - 0 on 5/3/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2, RG-2-FP/C-2 (Zoning classification) by 9 - 0 on 5/3/2021 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Future Land Use Map

10.60 acres W/S Broad River Rd. and 8.12 acres W/S Broad River Rd., TMS# 06200-01-07 and 06200-01-14;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: UEMR and AC-2

Department of Planning & Development Services

Legend

- CITY LIMITS
- PARCELS

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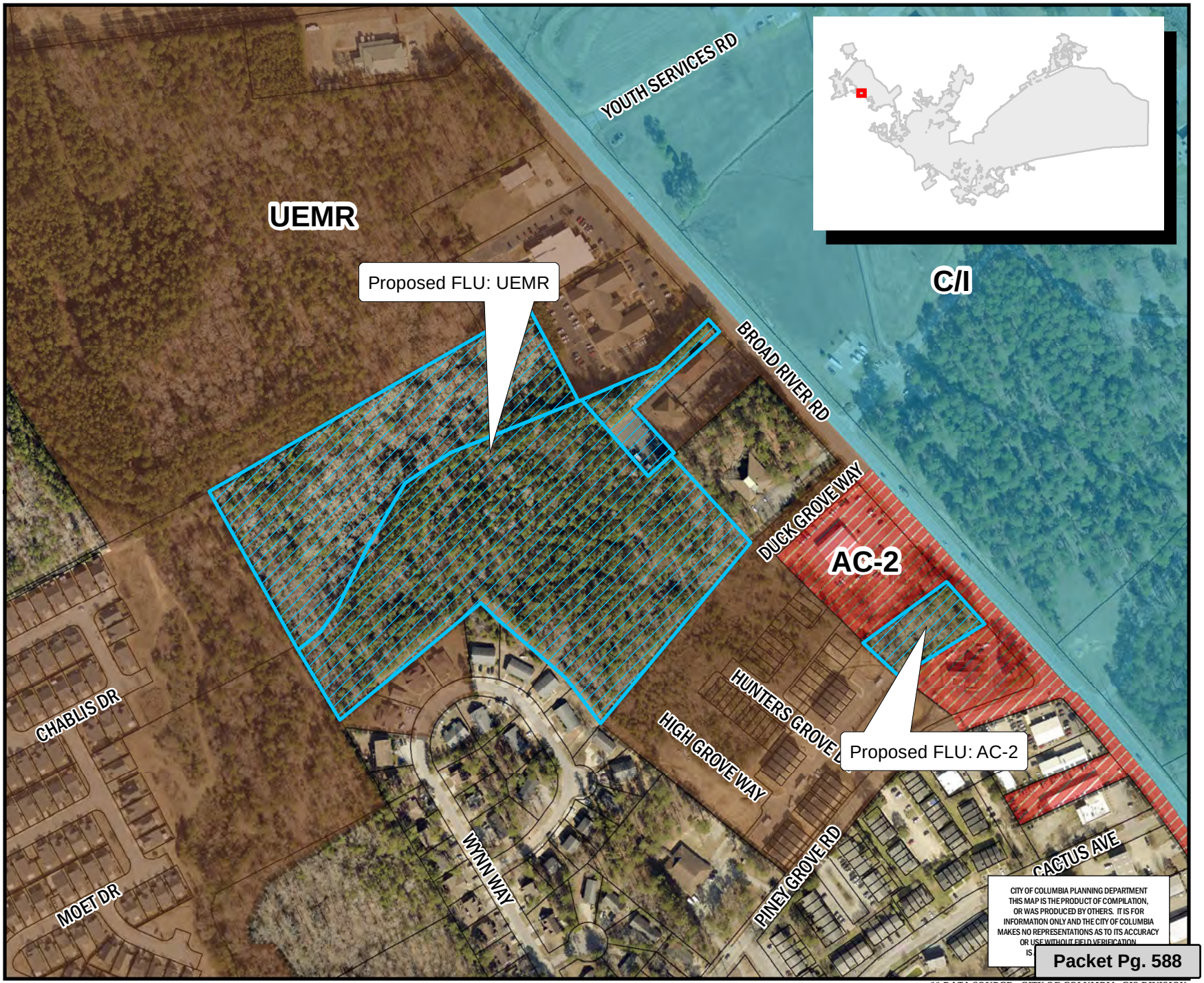
0 80 160 320 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 4/15/2021

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

Department of Planning & Development Services

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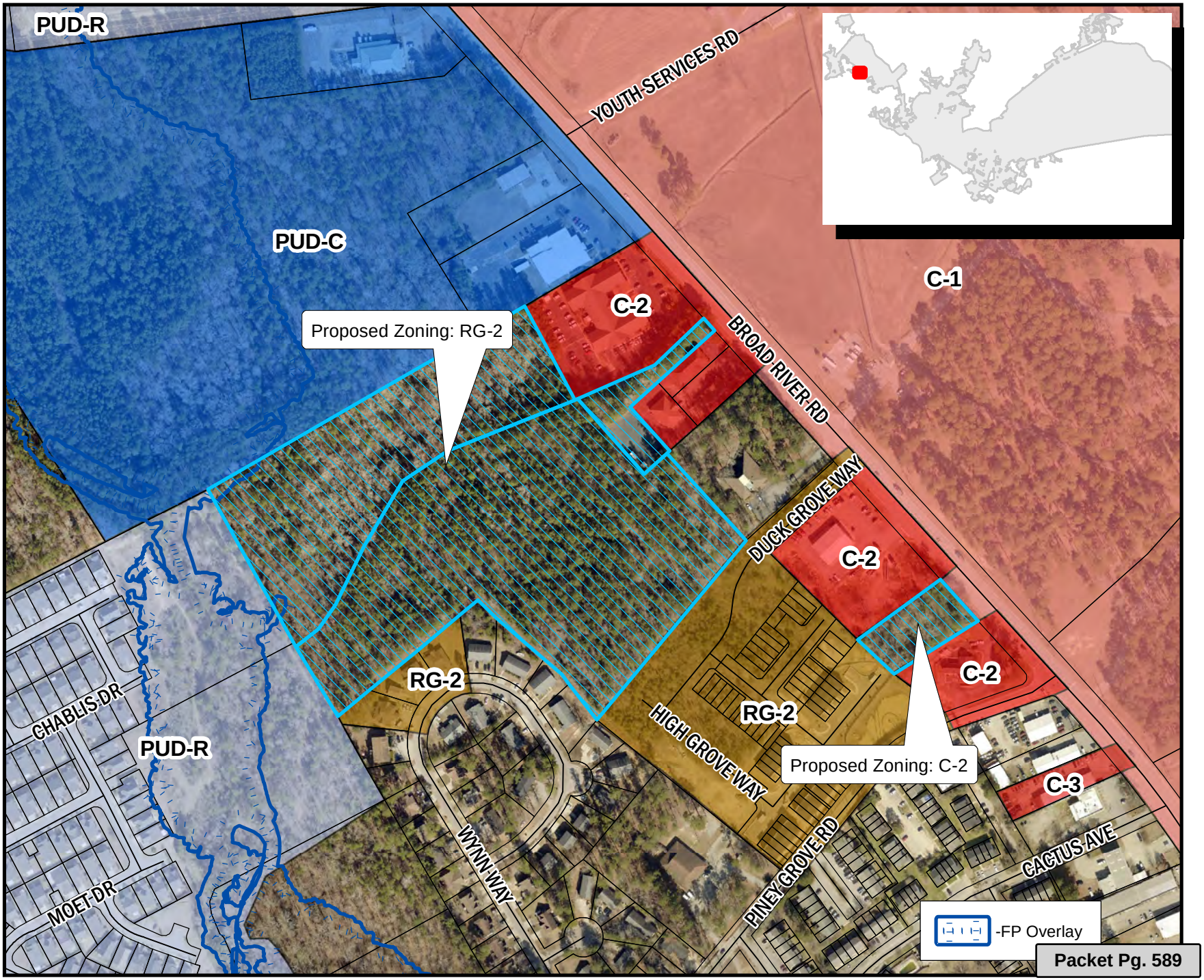
Current Rich. Co. Zoning: GC and OI, Proposed Zoning: RG-2 and RG-2, -FP and C-2



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 80 160 320 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
April 15, 2021

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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels or lots of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 18.72 acres, more or less, and shown and designated as block 01, lots 07 and 14 on Richland County Tax Map 11503. Said parcels having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 06200-01-07 and 06200-01-14
Property Address: 10.60 acres W/S Broad River Road and 8.12 acres W/S Broad River Road

Sellers:

_____ Date: 4-8-21
W. E. Sellars, Trustee, The Founder's Fund

4.8.21
C. W. Haynes and Company, Incorporated

BY: _____ Date: 4.8.21
(Signature)

W. E. HAYNES ITS: TRUSTEE / PRESIDENT
(Print Name)

BlueChoice HealthPlan of South Carolina, Inc. f/k/a and who took title as Companion HealthCare Corporation

BY: _____ Date: _____
(Signature)

_____ ITS: _____
(Print Name)

Buyer:

McGuinn Homes, LLC

BY: _____ Date: 4/8/21
(Signature)

S. McGuinn ITS: CEO
(Print Name)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

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_____ Date: _____

W. E. Sellars, Trustee, The Founder's Fund

C. W. Haynes and Company, Incorporated

BY: _____ Date: _____
(Signature)

_____ ITS: _____
(Print Name)

BlueChoice HealthPlan of South Carolina, Inc. f/k/a and who took title as Companion HealthCare Corporation

BY: _____ Date: 4/8/21
(Signature)

J.D Holt ITS: VP General Svcs
(Print Name)

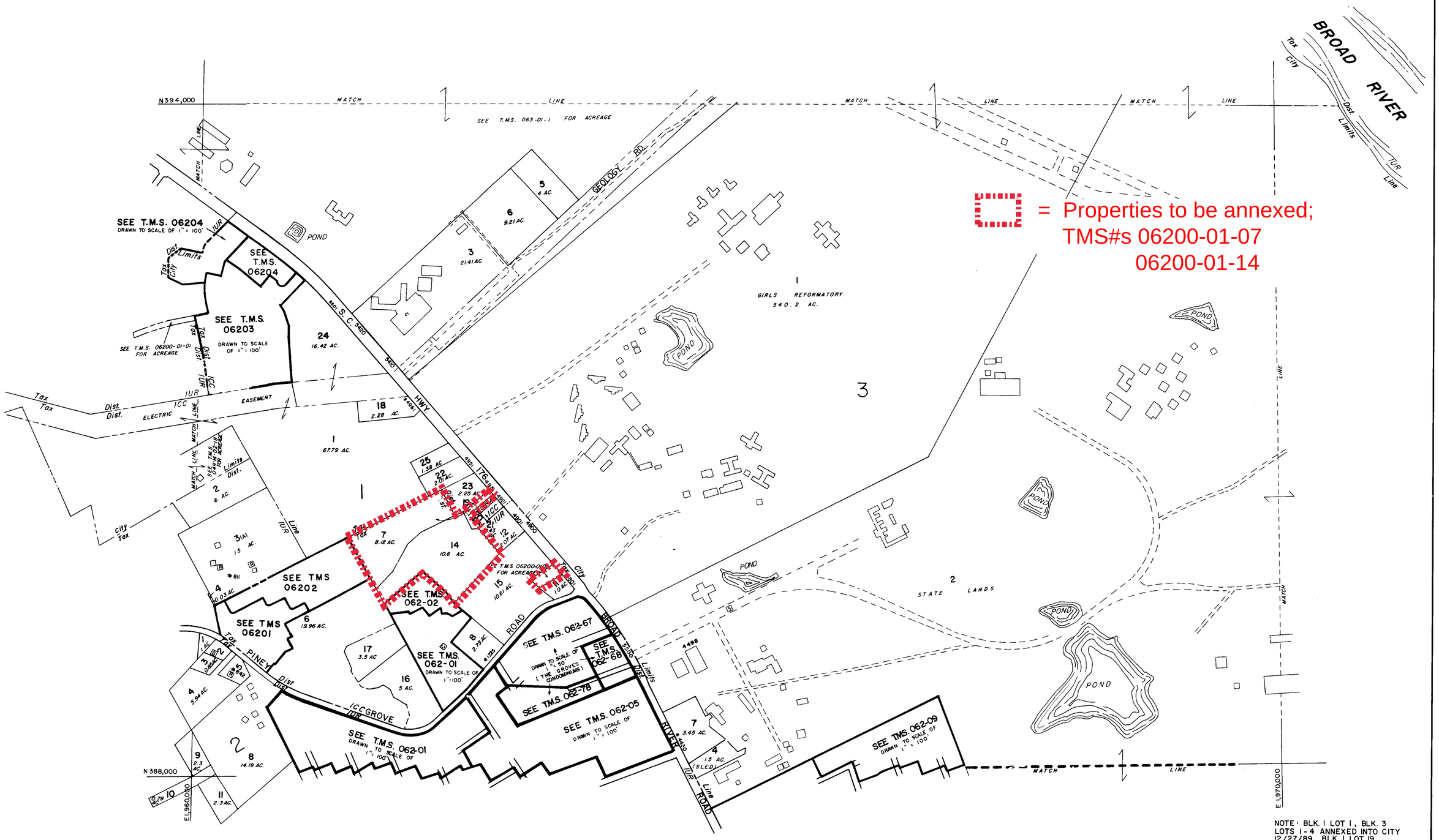
Buyer:

McGuinn Homes, LLC

BY: _____ Date: _____
(Signature)

_____ ITS: _____
(Print Name)

06200



NOTE: BLK. 1 LOT 1, BLK. 3 LOTS 1-4 ANNEXED INTO CITY 12/27/89. BLK. 1 LOT 19 ANNEXED INTO CITY 12/19/90. BLK. 1 LOT 23 ANNEXED INTO CITY 4-22-94.

BLK 1 LOT 6 ANNEXED INTO CITY 9-15-04

Prepared by
KUCERA & ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/84	12/05
12/86	12/06
12/88	
	12/02
	12/03

PROPERTY LINE
RIGHT-OF-WAY
CITY LIMITS
SCHOOL DIST.
RAILROAD
PUBLIC ROAD AND BLOCK DIVIDER

LEGEND

R DENOTES BUILDING USE
R RESIDENTIAL
C COMMERCIAL
ETC
(BLDG) DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO.
LOT NO.
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50

150.5
6.55 AC
1204

PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA

THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE, THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED

MAP KEY

050	063	077
049	062	076
048	061	075

GRAPHIC SCALE
0 400 800 1200
1" = 400'

LOCATION AND DIMENSIONS OF BUILDINGS MAY NOT BE DRAWN TO SCALE

NORTH

PROPERTY MAP SHEET NO.
06200
SCHOOL DISTRICT
IUR, ICC

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
409 Hampton Trace Lane; TMS# 13616-08-07

Council District:	3
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-2) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-MD by Richland County.
Applicant:	Jessica M. and Robert E. Bartley
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.3 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Secondary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Residential Single Family Medium Density (RS-MD)
Proposed City Zoning: Single Family Residential District (RS-2)
Census Tract: 116.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
The Columbia Police Department has no issues with this annexation as it is surrounded by properties within the City limits. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve would be **approximately $200 per year,** based on calls to similar nearby properties within the City limits.

Fire
The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
Solid Waste provides service in this neighborhood. The cost associated with solid waste service is approximately $216 annually per household.

Engineering
Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care
The customers on this property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this single family residence. The property is located within a designated Secondary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately $1,100 per year**, based on the current taxable value of this property.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Donut Hole- Secondary" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as *Donut Hole - Secondary* should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Mixed Residential (High Density) by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-MD by Richland County. Surrounding parcels within the City of Columbia are currently zoned Single Family Residential District (RS-2) to the North and East. Surrounding parcels in unincorporated Richland County are currently zoned RS-MD to the North, West, and South.

The proposed City of Columbia zoning district is Single Family Residential District (RS-2).

Single Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends the annexation of the property and the assignment of a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Single Family Residential District (RS-2) at the time of annexation.

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.

02/01/2019

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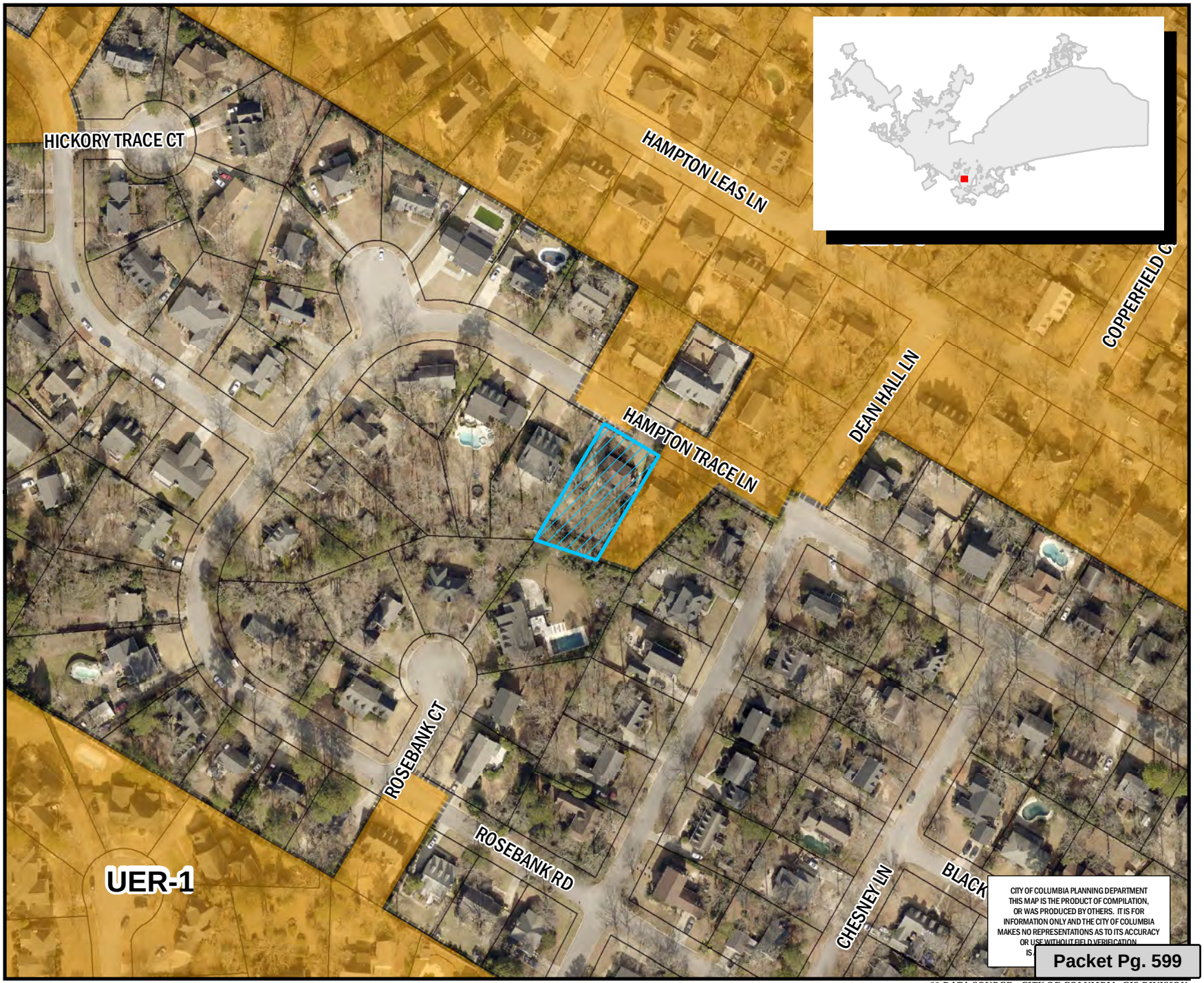
Future Land Use Map

409 Hampton Trace Lane, TMS# 13616-08-07;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UER-1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/7/2021

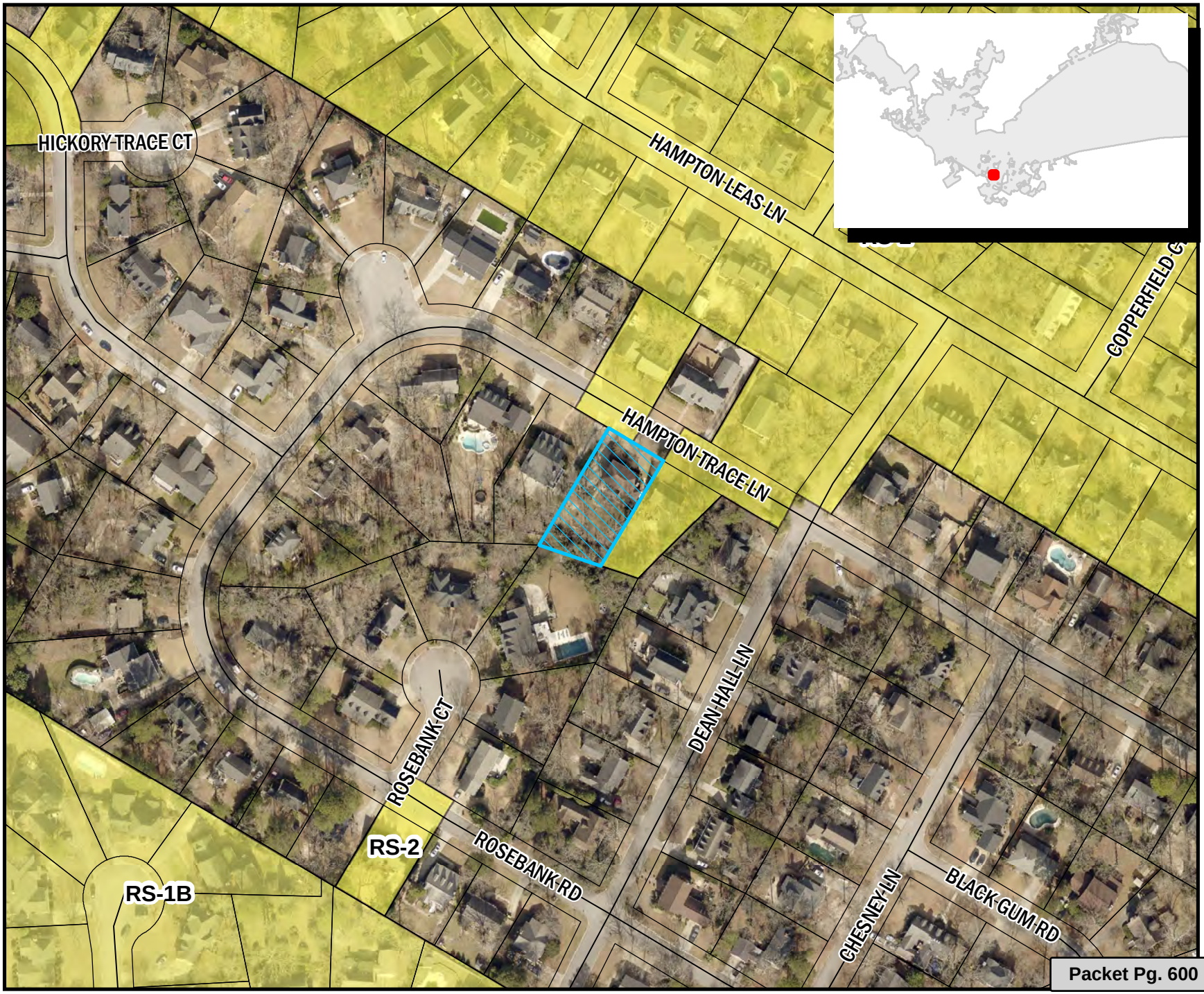
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

409 Hampton Trace Lane, TMS# 13616-08-07;
Existing Rich. Co. Zoning: RS-MD, Proposed City Zoning: RS-2

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 7, 2021

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-059

Annexing and Incorporating 409 Hampton Trace Lane, Richland County TMS# 13616-08-07 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Single Family Residential District (RS-2), apportioned to City Council District 3, Census Tract 116.04, contains 0.3 acre, and shall be assigned a land use classification of Urban Edge Small Lot (UER-1).

PROPERTY DESCRIPTION: See Attached Exhibit “A”

Richland County TMS NO.: 13616-08-07

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/23/2021
210094449

ORDINANCE NO.: 2021-059
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel of lot of land, with improvements thereon, lying , being and situate in the State of South Carolina, County of Richland, near the City of Columbia, the same being designated as Lot Number Twenty (20), Block "G", on map of Hampton Trace, Phase II, by B.P. Barber & Associates, Inc. dated September 1, 1981, revised February 10, 1982, and recorded in the Register of Deeds Office for Richland County in Plat Book "Z" at page 1837; being more particularly described on a plat prepared for Phillip Worsham and Courtney R. Worsham by Cox and Dinkins, Inc. dated September 14, 1999, recorded in Record Book R351 at page 1723, reference being made to said latter plat for a more complete description, all measurements being a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 14, 2021

RE: **Property Address:** 409 Hampton Trace Lane
Richland County TMS#: 13616-08-07
Owner(s): Jessica M. and Robert E. Bartley
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Residential Singlefamily Medium Density (RS-MD)
Proposed City Zoning: Single Family Residential (RS-2)
Reason for Annexation: Municipal Services; Donut Hole - Secondary
City Council District: 3
Census Tract: 116.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 7, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator
Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Jacquelyn Richburg, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 8 - 0.
on 6/7/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-2 (Zoning classification) by 8 - 0.
on 6/7/2021 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

02/01/2019

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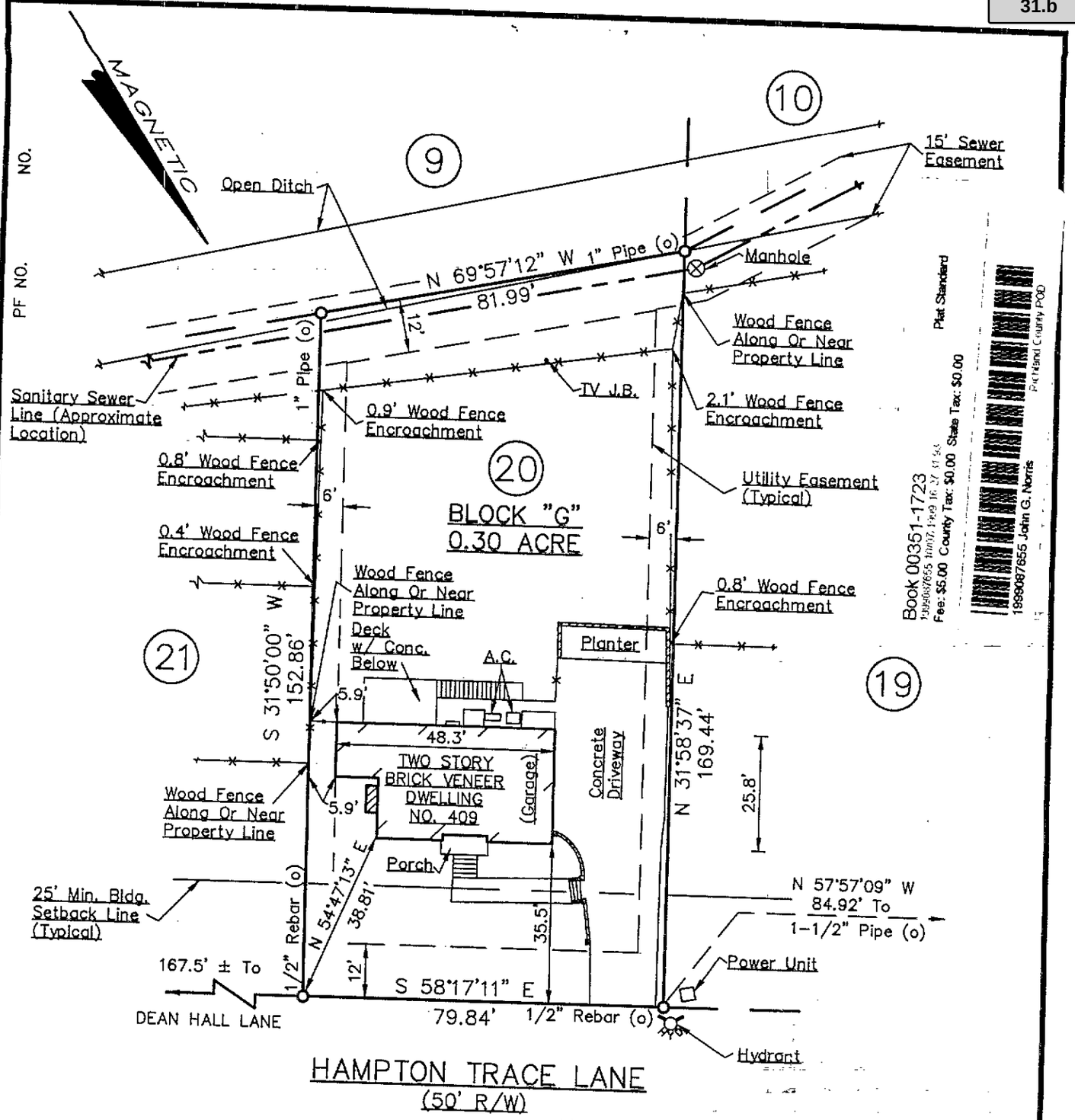


Book 00351-1723
1999087655 10/07/1999 16:27:31:936
Fee: $5.00 County Tax: $0.00 State Tax: $0.00
Plat Standard
Richland County POD
1999087655 John G. Norris

I hereby certify that this plat depicts only existing parcels or lots of land which were platted and duly recorded in the Office of the Register of Deeds at Plat Book Z, Page 1837, prior to the survey upon which this plat is based, having substantially the same shape and dimensions as shown hereon, and that no new divisions creating new or different lots or tracts were made in preparing this plat or appear hereon.

9/17/99
DATE

REGISTERED LAND SURVEYOR

PLAT PREPARED FOR

PHILLIP WORSHAM & COURTNEY R. WORSHAM

RICHLAND COUNTY, NEAR COLUMBIA, S.C.

THE SAME BEING DESIGNATED AS LOT NO. 20, BLOCK "G", ON MAP OF HAMPTON TRACE, PHASE II, BY B.P. BARBER & ASSOCIATES, INC., DATED SEPTEMBER 1, 1981, REVISED FEBRUARY 10, 1982, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "Z", PAGE 1837.

SEPTEMBER 14, 1999

COX and DINKINS, INC.
ENGINEERS • SURVEYORS
614 HOLLY STREET ; COLUMBIA, S.C. – 29205

1" = 30'

0' 15' 30' 60'

I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land 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.

REG. LAND SURVEYOR NO. 13517
J. DON RAWLS, JR.

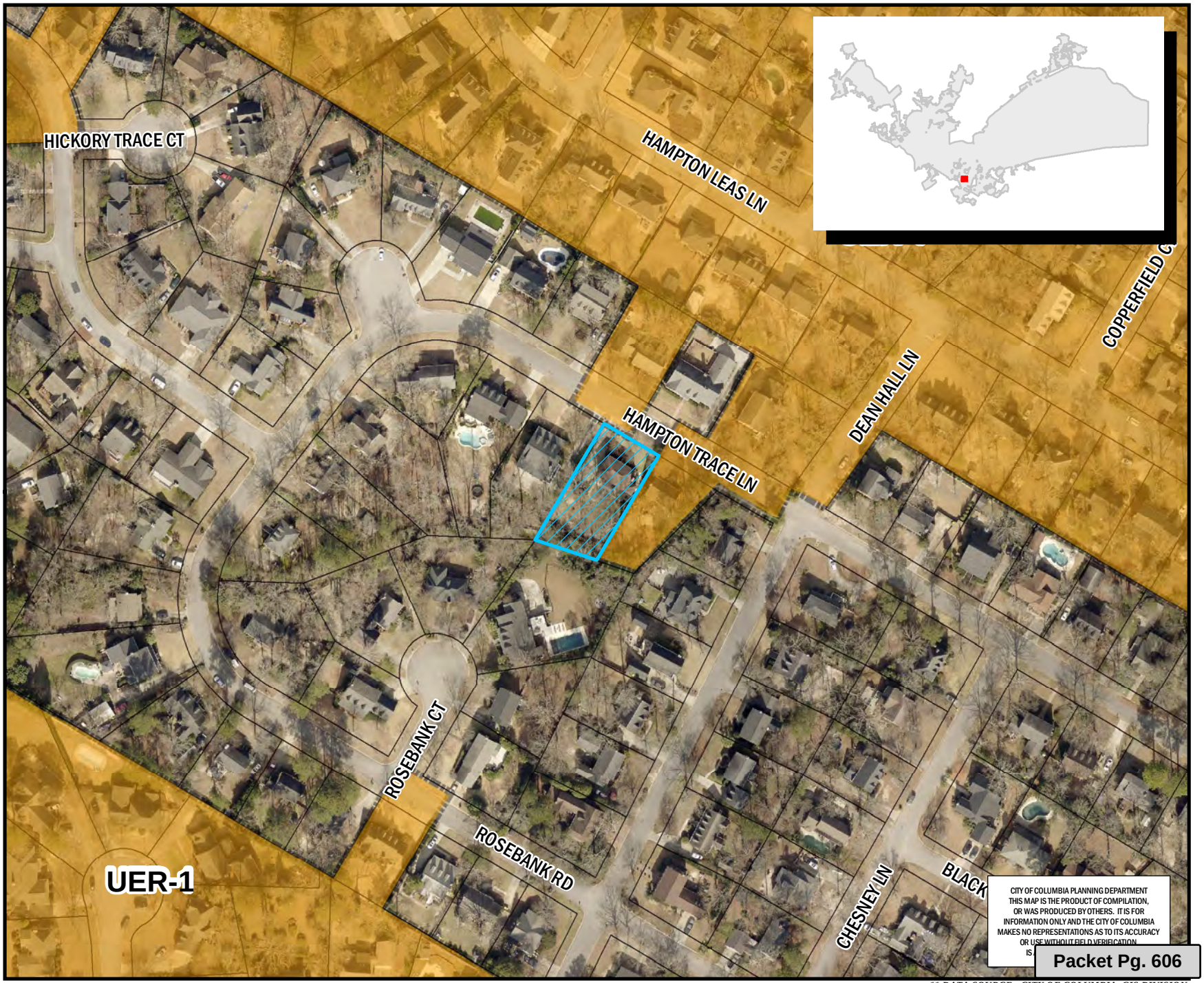
9U116-61

BOOK 116-61 To 63 TMS 13616-08-07 SF NO. 185 NO. 2-A

Future Land Use Map

409 Hampton Trace Lane, TMS# 13616-08-07;
Current Rich. Co. FLU: Mixed Residential (High Density), Proposed City FLU: UER-1

Department of Planning & Development Services



Legend

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- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/7/2021

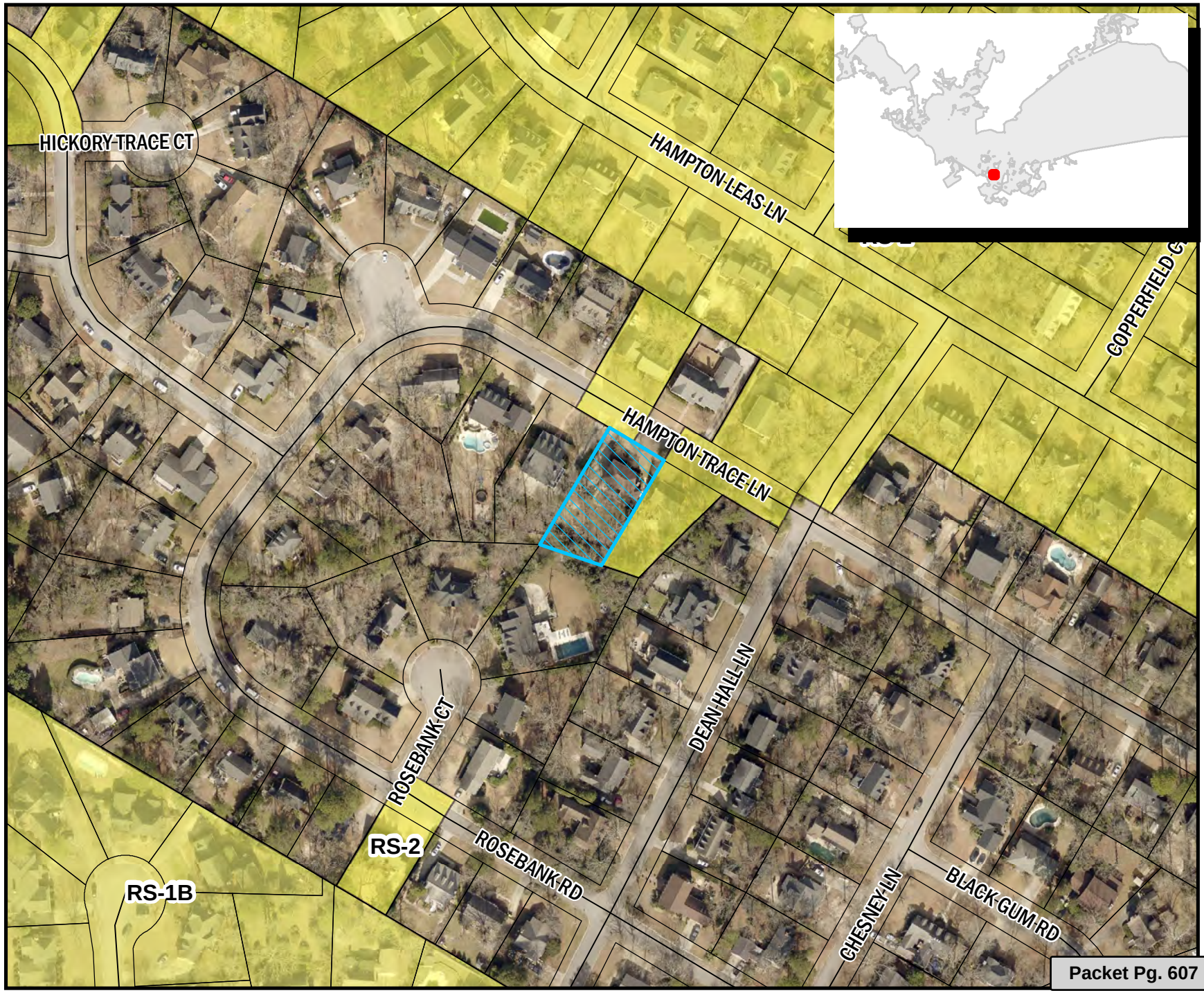
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

409 Hampton Trace Lane, TMS# 13616-08-07;
Existing Rich. Co. Zoning: RS-MD, Proposed City Zoning: RS-2

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 7, 2021

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We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel of lot of land, with improvements thereon, lying , being and situate in the State of South Carolina, County of Richland, near the City of Columbia, the same being designated as Lot Number Twenty (20), Block "G", on map of Hampton Trace, Phase II, by B.P. Barber & Associates, Inc. dated September 1, 1981, revised February 10, 1982, and recorded in the Register of Deeds Office for Richland County in Plat Book "Z" at page 1837; being more particularly described on a plat prepared for Phillip Worsham and Courtney R. Worsham by Cox and Dinkins, Inc. dated September 14, 1999, recorded in Record Book R351 at page 1723, reference being made to said latter plat for a more complete description, all measurements being a little more or less.

Richland County TMS: 13616-08-07

Property Address: 409 Hampton Trace Lane

Robert Bartley
Robert E. Bartley

Date: 4/21/2021

Jessica M Bartley
Jessica M. Bartley

Date: 4/21/2021

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
7432 Broad River Road; TMS# 05100-04-10(p)

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.
Applicant:	Robertson Family Holdings, LLC / LCE Investments, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2 acres
Current Use: Undeveloped
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (C-3)
Census Tract: 103.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
The Columbia Police Department has no issues with this annexation, a property surrounded by the City. As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve a proposed dental office would be **approximately $260 per year,** based on calls to similar properties within the City limits.

Fire
The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Engineering
Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. The property is within the Richland County Utilities sewer service area.

Water Customer Care
Any proposed development on the annexed property would result in new customers, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this commercial property – a dental office has been proposed for the site, and the property is located within a designated Primary Area in the Urban Service Area plan. The estimated real estate tax revenue generated for the City would be **approximately $3,000 per year**, based on the taxable value of similar uses and properties.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the East. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North, West, and South.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

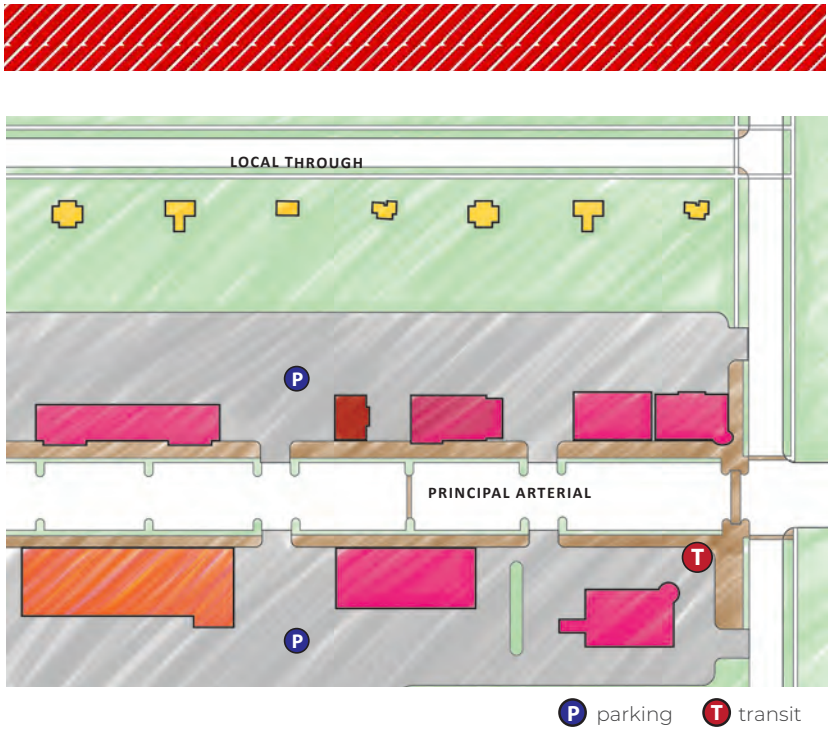
STAFF RECOMMENDATION

Staff recommends the annexation of the property, the assignment of a future land use classification of Community Activity Corridor (AC-2) and zoning of General Commercial District (C-3) at the time of annexation.

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

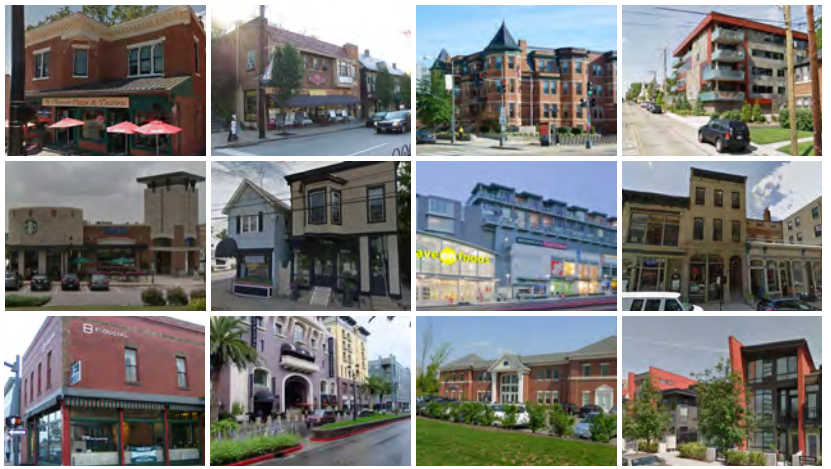
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.

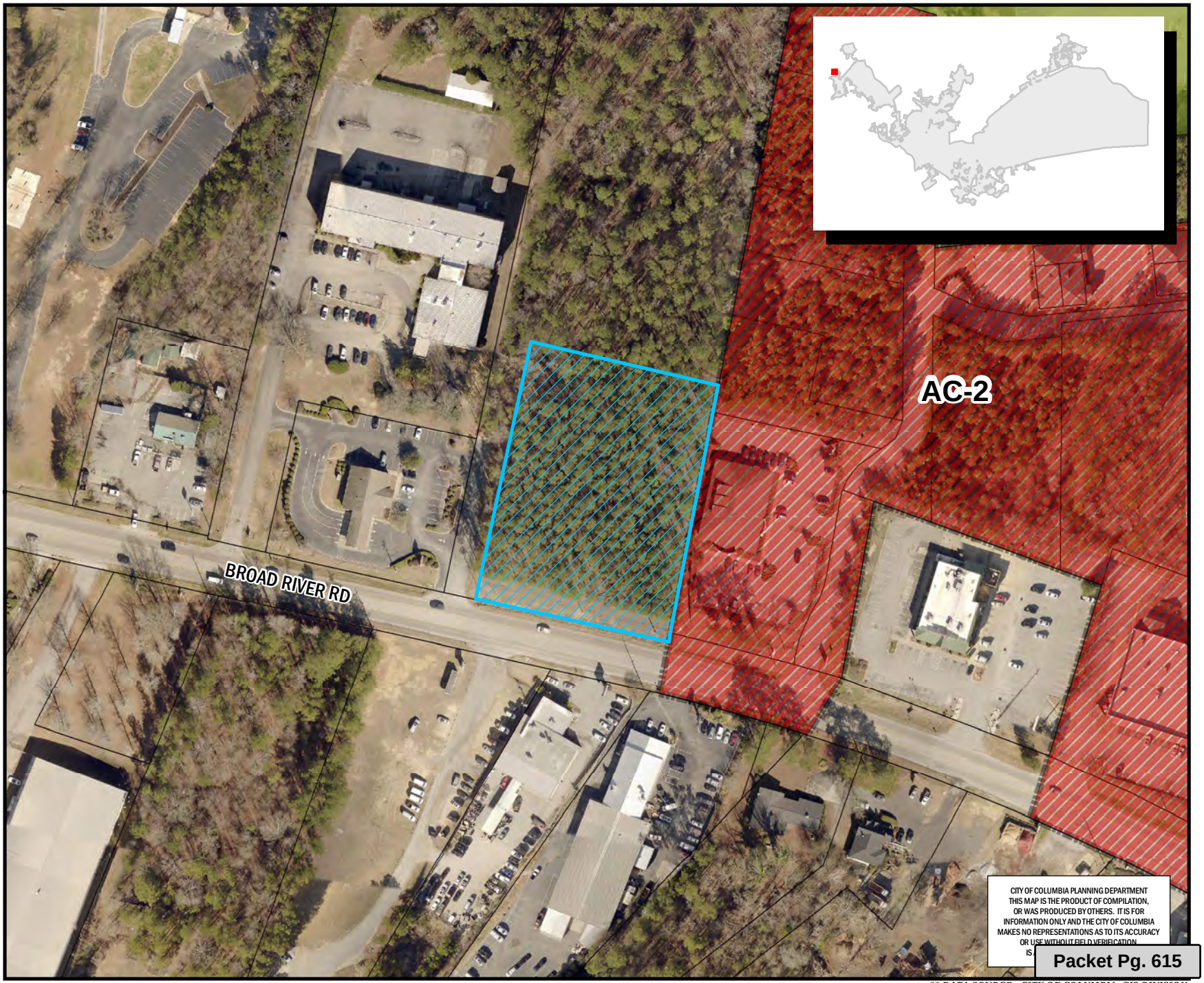


- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Future Land Use Map

7432 Broad River Road, TMS# 05100-04-10(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/12/2021

CITY OF COLUMBIA PLANNING DEPARTMENT
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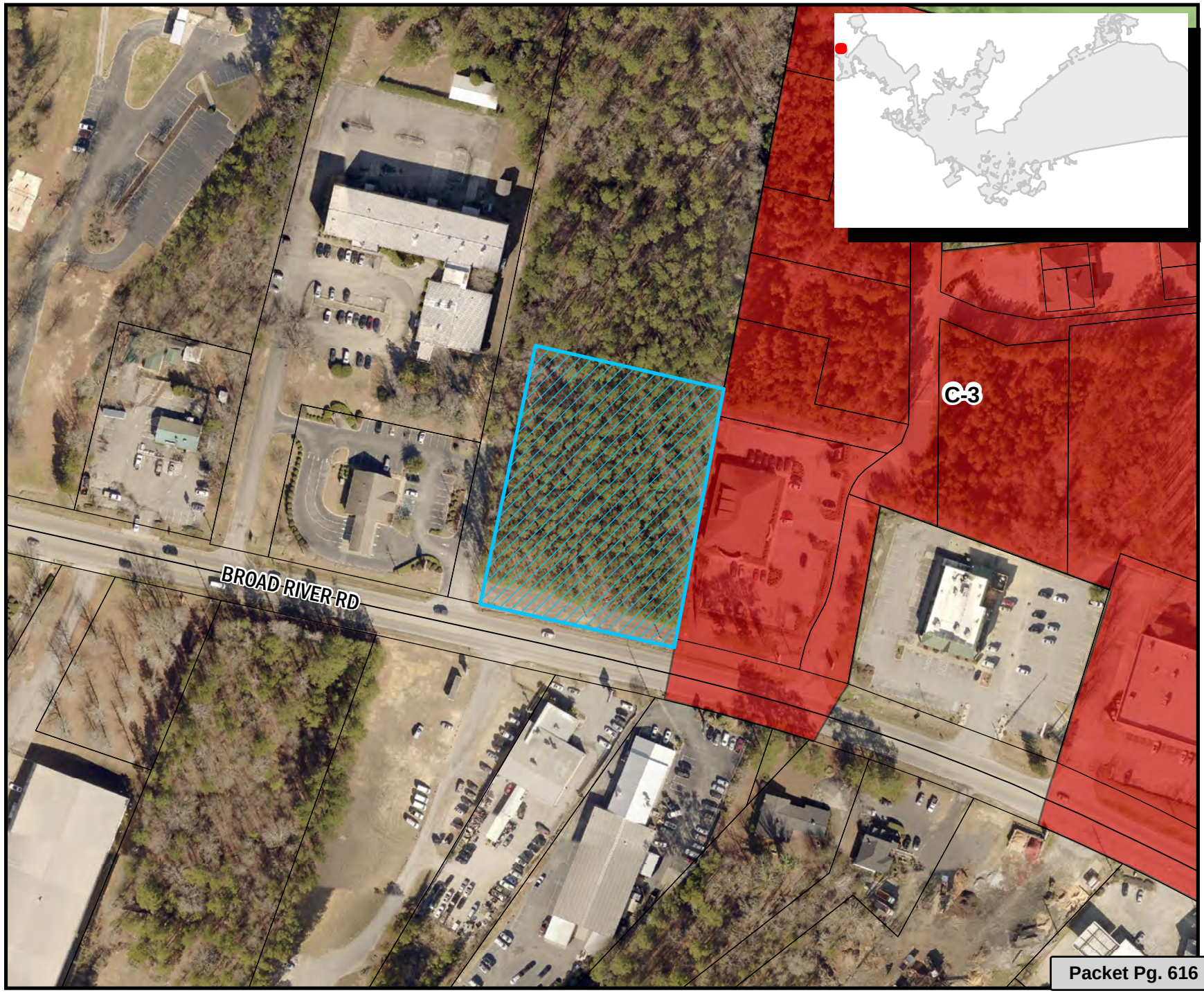
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

7432 Broad River Road, TMS# 05100-04-01(p),
Current Rich. Co. Zoning: GC, Proposed City Zoning: C-3

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 12, 2021

DISCLAIMER:
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LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-057

Annexing and Incorporating 7432 Broad River Road, Richland County TMS# 05100-04-10(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of General Commercial District (C-3), apportioned to City Council District 1, Census Tract 103.08, contains 2 acres, and shall be assigned a land use classification of Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit “A”

Richland County TMS NO.: 05100-04-10(p)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/23/2021
210094457

ORDINANCE NO.: 2021-057
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, a 2.00-acre portion of Richland County TMS# 05100-04-10, shown as "Parcel D-2" on a plat prepared for LCE Investments, LLC by Baxter Land Surveying Co., Inc., dated March 10, 2021. Said plat being incorporated by reference for a more complete description of the property.

Last revised: 6/23/2021
210094457

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 14, 2021

RE: **Property Address:** 7432 Broad River Road
Richland County TMS#: 05100-04-10 (2.00-acre portion)
Owner(s): Robertson Family Holdings, LLC / LCE Investments, LLC
Current Use: Undeveloped
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 1
Census Tract: 103.08

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 7, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:

Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Jacquelyn Richburg, Columbia-Richland 911
David Hatcher, Housing Official
Richland County Solid Waste Collection
Lucinda Statler, Planning Administrator
Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 8 - 0.
on 6/7/2021 (mm/dd/yyyy).

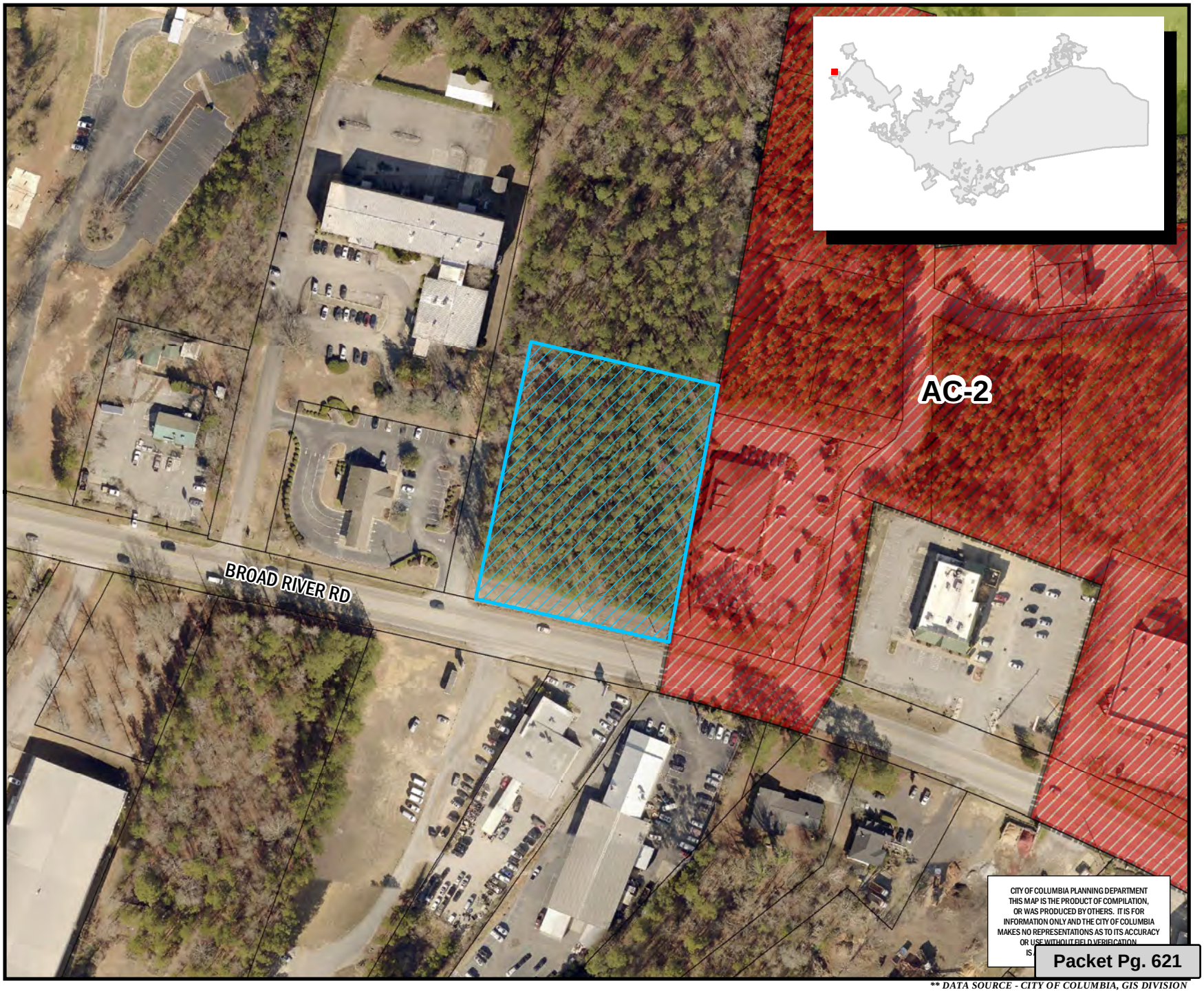
Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 8 - 0.
on 6/7/2021 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Future Land Use Map

7432 Broad River Road, TMS# 05100-04-10(p);
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed City FLU: AC-2

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS
- BroadRiver7432
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/12/2021

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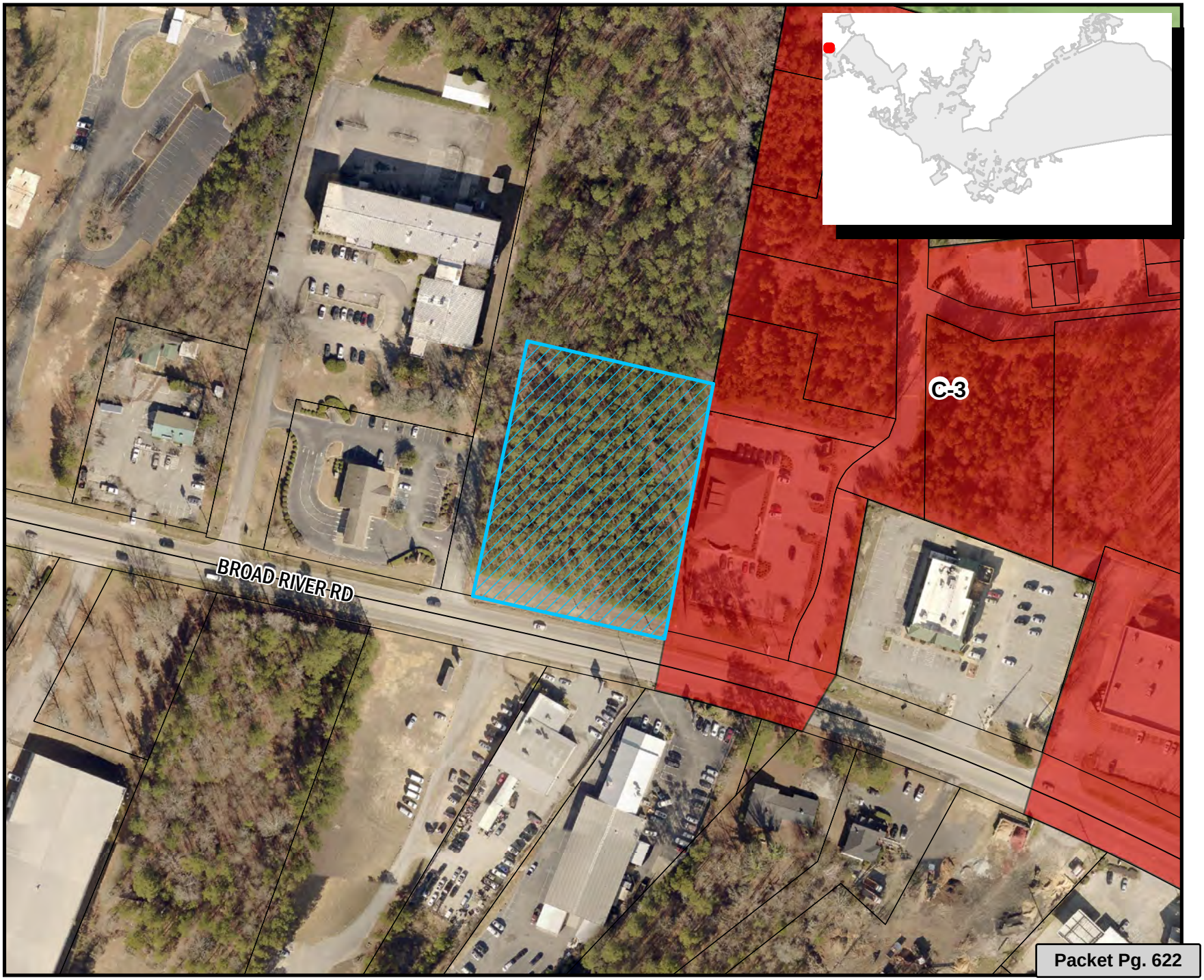
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

7432 Broad River Road, TMS# 05100-04-01(p),
Current Rich. Co. Zoning: GC, Proposed City Zoning: C-3

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

N

0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 12, 2021

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, a 2.00-acre portion of Richland County TMS# 05100-04-10, shown as "Parcel D-2" on a plat prepared for LCE Investments, LLC by Baxter Land Surveying Co., Inc., dated March 10, 2021. Said plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 05100-04-10 (2.00-acre portion)
Property Address: 7432 Broad River Road

Seller:

Robertson Family Holdings, LLC

(Signature) Date: 05/05/2021

Tyler Robertson (Print or Type Name) ITS: Owner (Print or Type Title)

Buyer:

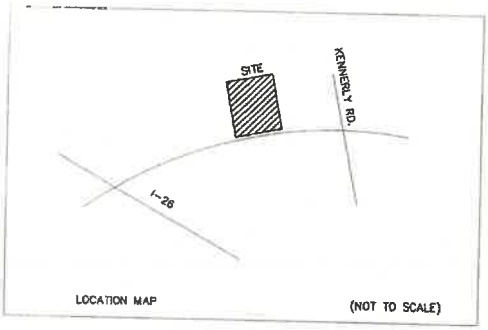
LCE Investments, LLC

(Signature) Date: 5/5/2021

Daniel Branchal (Print or Type Name) ITS: Owner (Print or Type Title)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.

STREET NAME/ADDRESS APPROVAL
911 STAFF
5/4/2021
DATE



PARCEL "D"
12.06 ACRES
REMAINING IN
TMS# 05100-04-10
ROBERTSON FAMILY
HOLDINGS, LLC
#7434

ROBERTSON FAMILY HOLDINGS, LLC
TMS# 05000-08-02
PARCEL "A"

NO. 4 REBAR (O)

NEW PROPERTY LINE

BOAN PROPERTIES, LLC
TMS# 05004-01-23

PARCEL"D-2"
2.00 ACRES
TMS# 05100-04-10
(PORTION)
7440 BROAD RIVER
ROAD

SC STATE CREDIT UNION
TMS# 05000-08-01
PARCEL"C-1"

PARCEL"D-1"

#7432

SC GRID NORTH

PPAC REAL ESTATE IV, LLC
TMS# 05004-01-30

ACCESS EASEMENT
FOR PARCEL"C-1"
& PARCEL"D"

BROAD RIVER ROAD
R/W VARIES

S07°27'05"W
8.71'

FLOOD STATEMENT:
PROPERTY LIES WITHIN UNSHADED ZONE "X"
PER FIRM PANEL 45079C0206 L, DATED
12/21/2017

THE INTENTION OF THIS PLAT IS FOR PARCEL"D-2" TO BECOME A SEPERATE TAX MAP PARCEL UPON RECORDATION OF THIS PLAT AND DEEDING OF PROPERTY.

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA
APPROVED FOR RECORDING
Date 4/15/2021
RCF# AD21-050
Signature

0' 15' 30' 60'
1" = 30'
MARCH 10, 2021

SOUTH CAROLINA
Baxter Land Surveying Co., Inc.
CERTIFICATE OF AUTHORIZATION

BAXTER LAND SURVEYING CO., INC.
2204 Devine Street Columbia, SC 29205 (803)-252-8564

PLAT PREPARED FOR
LCE INVESTMENTS, LLC
RICHLAND COUNTY, NEAR BRAD, SC

REFERENCE RECORD BOOK 1485, PAGE 2301 AND RECORD BOOK 1664, PAGE 2303

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY, NO OBSERVED VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

ROSSER W. BAXTER, JR. SCRLS No. 7613

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
8025 and 8041 Garners Ferry Road; TMS# 19100-05-04 and 19000-01-10

Council District:	3
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-3) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and Economic Development Center/Corridor and zoned RU by Richland County.
Applicant:	Garners Ferry Development Company / Site Management Group, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 94.33 acres
Current Use: Commercial & Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use Classification: Neighborhood (Medium Density) and Economic Development Center/Corridor
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Rural (RU)
Proposed City Zoning: Single Family Residential District (RS-3)
Census Tract: 116.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve a 370-lot single family subdivision at this location would be **approximately $75,000 per year,** based on calls to similar nearby properties within the City limits.

Fire
The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste
Solid Waste would provide services within this neighborhood - the cost associated with solid waste service is approximately **$216 annually per household**. With the growth of Burnside Farms, Honey Tree and Canary Woods, another 370 homes would add to the strain on the Solid Waste Division. We are already growing outside of our service capacity on this side of town. We will need additional equipment and personnel as this development begins to come on-line.

Engineering
Water lines currently exist in this area. Sewer lines are nearby and it is anticipated that the developer will extend sewer lines to serve this development.

Water Customer Care
Any proposed development on the annexed property would result in **new customers**, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this residential tract. The property is located within a designated Secondary Area in the Urban Service Area plan. Approximately 370 single family residences are proposed on about 88 acres of the site, with the remaining 6 acres nearest Garners Ferry Road held in reserve for potential future development. Based on the proposed development, the estimated real estate tax revenue generated for the City would be **approximately $266,000 per year**, based on the taxable value of similar developments in the area and assuming all homes are owner occupied. Homes utilized as rental properties would increase the real estate tax revenue.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Secondary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include "higher value" properties that would prove beneficial to revenues.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently designated as Neighborhood (Medium Density) and Economic Development Center/Corridor by Richland Count

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RU by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) and Office and Institutional District (C-1) to the North and Light Industrial District (M-1) to the West. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North, M-1 and RU to the East, and RU to the South.

The proposed City of Columbia zoning district is Single Family Residential District (RS-3).

Single Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends the annexation of the property, the assignment of a future land use classification of Urban Edge Residential Small Lot (UER-1) and zoning of Single Family Residential District (RS-1) at the time of annexation.

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

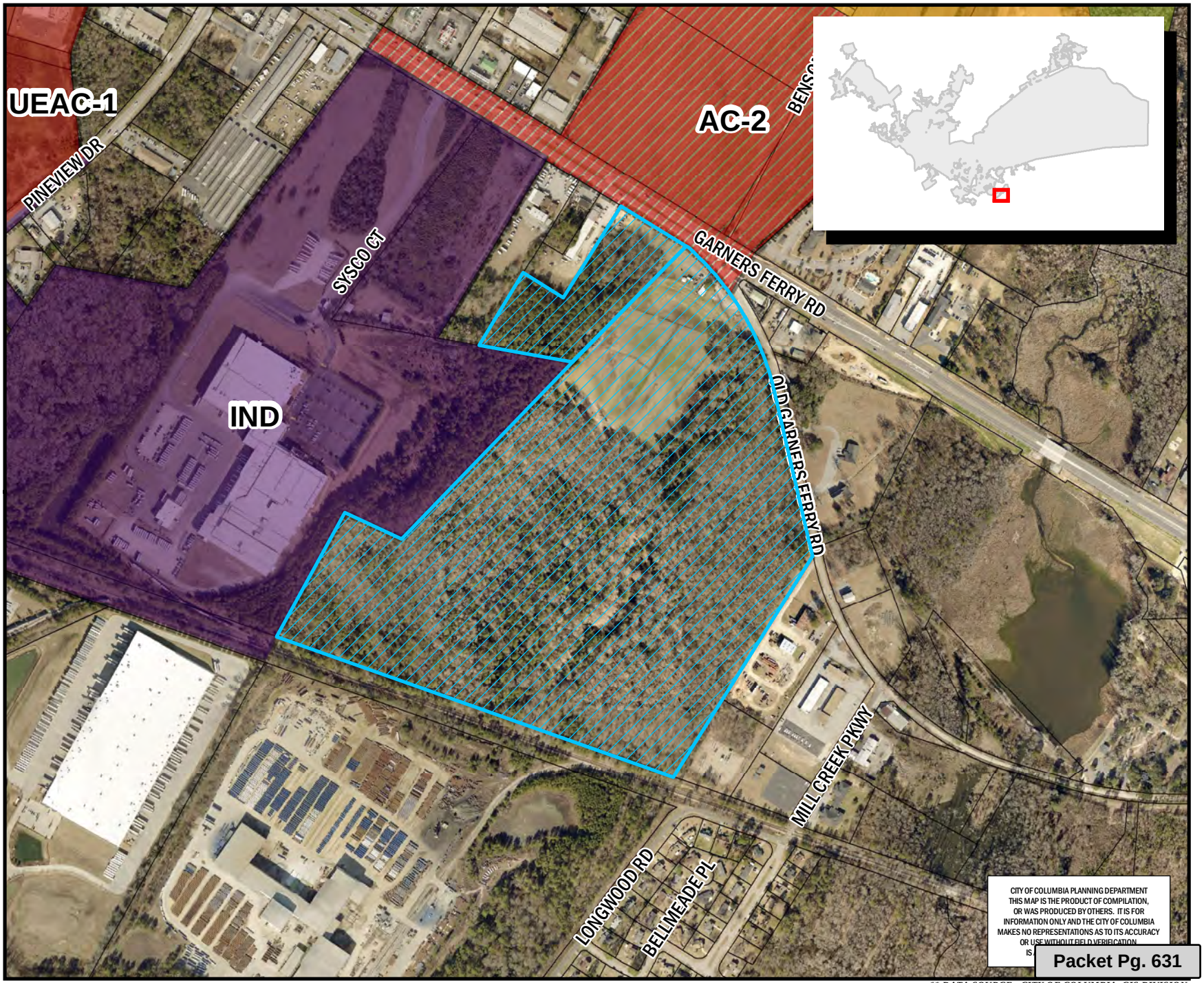
UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.

Future Land Use Map

Department of Planning & Development Services

8025 and 8041 Garners Ferry Road, TMS# 19100-05-04 and 19000-01-10;
Current Rich. Co. FLU: Neighborhood (Medium Density) and Economic Development Center/Corridor
Proposed City FLU: UER-1



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 165 330 660 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/20/2021

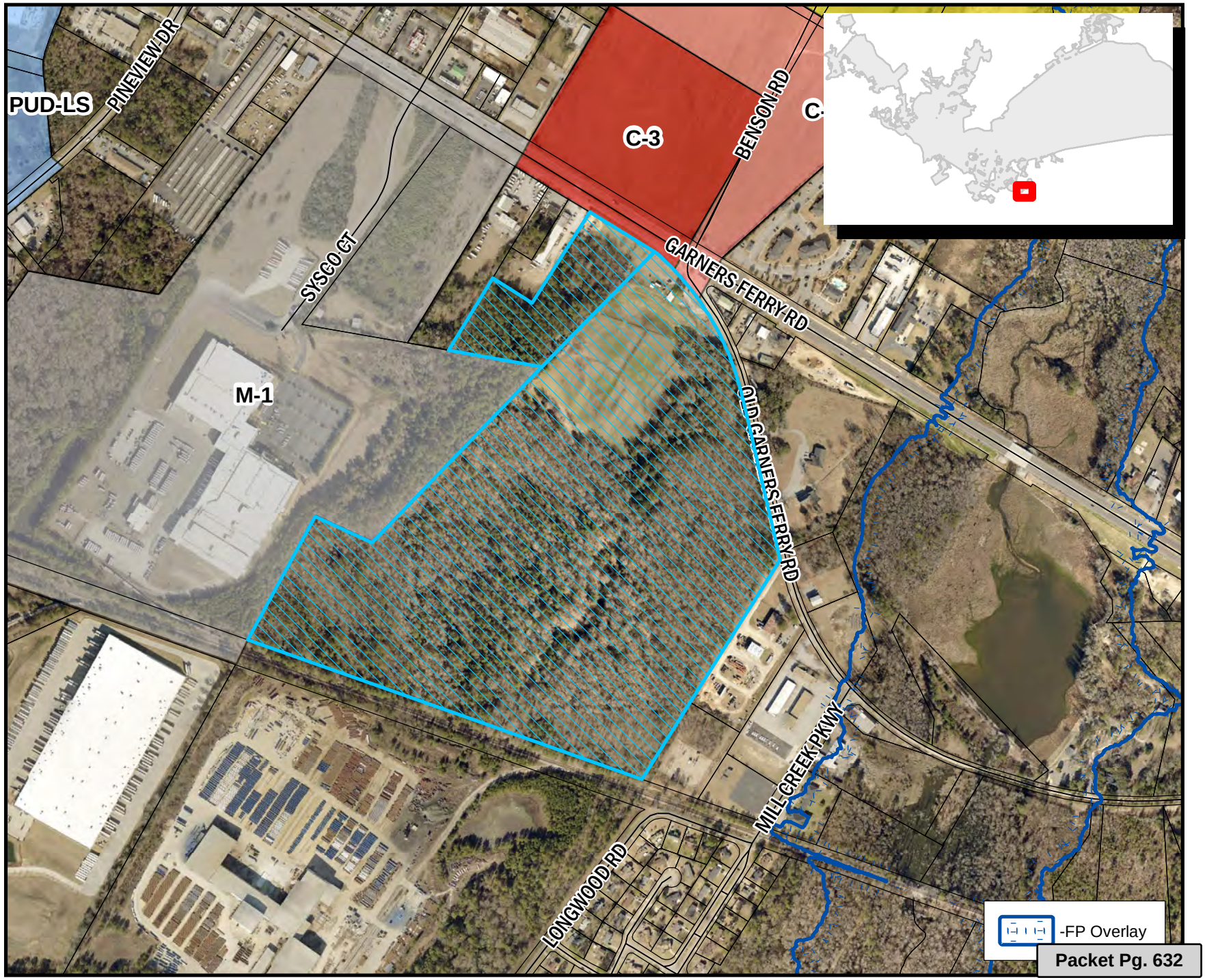
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

8025 and 8041 Garners Ferry Road, TMS# 19100-05-04 and 190
Current Rich. Co. Zoning: RU, Proposed City Zoning: RS-3

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 165 330 660 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 20, 2021

DISCLAIMER:
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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-055

Annexing and Incorporating 291 Harbison Boulevard, Lexington County TMS# 001941-01-015 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ___ day of _____, 2021, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of Planned Unit Development-Commercial District (PUD-C), apportioned to City Council District 1, Census Tract 211.12, contains 1.07 acres, and shall be assigned a land use classification of Urban Edge Regional Activity Center (UEAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit “A”

Lexington County TMS NO.: 001941-01-015

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/23/2021
210094454

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2021-055

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being located near the City of Columbia, in Lexington County, South Carolina, as shown and delineated on a plat prepared for Branch Banking and Trust Company of South Carolina, Inc. by Cox and Dinkins, Inc., Surveyors, dated April 2, 1993 and recorded in Plat Book 259, Page 169; and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a ½" Rod (o), the Point of Beginning, at the southeastern corner of the property where the northern right-of-way of Harbison Boulevard intersects with a sight right-of-way for Harbison Boulevard and Columbiana Drive; thence running along the northern right-of-way of Harbison Boulevard, South 62° 12' 12" West, for a distance of 88.29 feet to a ½" Rod (o); thence turning and running along the northern right-of-way of Harbison Boulevard, South 63° 34' 01" West, for a distance of 79.06 feet to a ½" Rod (o); thence turning and running along property now or formerly of Firestone Tire & Rubber Company, North 26° 25' 00" West, for a distance of 225.05 feet to a ¾" Pipe (o); thence turning and running along property now or formerly of Meridian Trust Company, North 63° 37' 01" East, for a distance of 204.96 feet to a ½" Rod (o); thence turning and running along the western right-of-way of Columbiana Drive (formerly known as Mall Road), South 29° 36' 17" East, for a distance of 171.96 feet to a ½" Rod (o); thence turning and running along a sight right-of-way for Harbison Boulevard and Columbiana Drive (formerly known as Mall Road), South 16° 19' 14" West, for a distance of 69.55 feet to a ½" Rod (o) at the Point of Beginning.

Last revised: 6/23/2021
210094454

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 28, 2021

RE: **Property Address:** 291 Harbison Boulevard
Lexington County TMS#: 001941-01-015
Owner(s): Branch Banking and Trust of South Carolina / Harbison MO, LLC
Current Use: Commercial
Proposed Use: Commercial
Proposed City Land Use: Urban Edge Regional Activity Center (UEAC-2)
Current County Zoning: Planned Development (PD)
Proposed City Zoning: Planned Unit Development - Commercial (PUD-C)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 1
Census Tract: 211.12

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **June 7, 2021** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl
Attachments

cc:
Clint Shealy, Assistant City Manager
Jeff Palen, Assistant City Manager/CFO
Dana Higgins, Director, Engineering
Joseph Jaco, Director, Utility Operations
Robert Anderson, Public Works Director
Krista Hampton, Planning & Development Services
Lakesha Shannon, Business License Administrator
Greg Williams, Business Liasion
Tiffany Latimer, Customer Care Administrator
Jerry Thompson, Building Official
Michelle Brazell, Engineering
Police Planning & Research
Walt McPherson, Lexington County Zoning
Missy Gentry, Assistant City Manager
Henry M. Simons, Assistant City Manager
Teresa Knox, City Attorney
William Holbrook, Police Chief
Aubrey Jenkins, Fire Chief
Jan Alonso, Finance Director
Gloria Saaed, Community Development Director
George Adams, Fire Marshal
Rachel Bailey, Zoning Administrator
Jacquelyn Richburg, Columbia-Richland 911
David Hatcher, Housing Official
Lucinda Statler, Planning Administrator
Tori Salvant, Dev. Center Administrator
Holland Leger, Lexington County Planning

Planning Commission Land Use Recommendation: UEAC-2 (Land Use classification) by 8-0.
on 6/7/2021 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-C (Zoning classification) by 8-0.
on 6/7/2021 (mm/dd/yyyy).

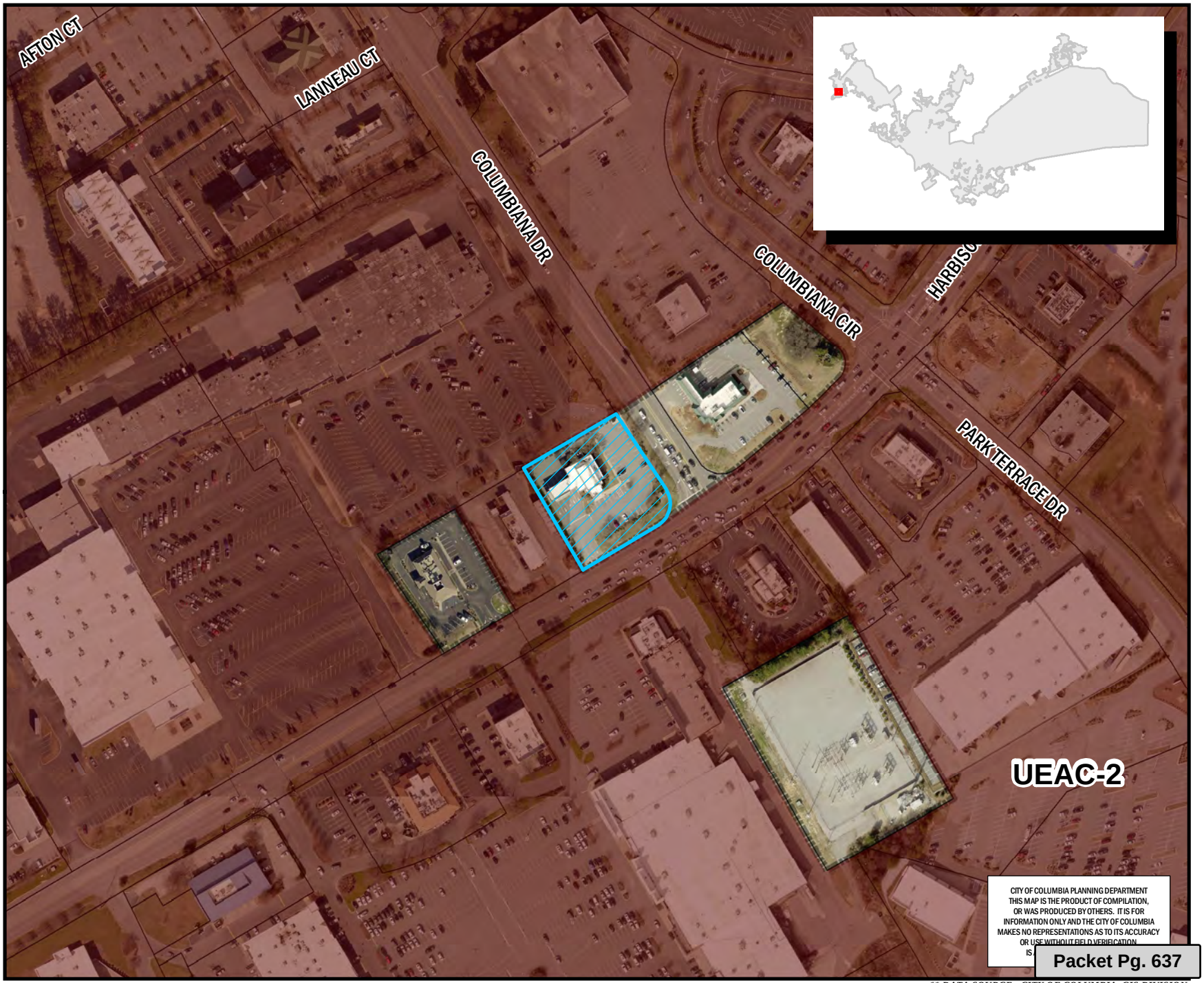
(Signature of Annexation Coordinator)

© All Pictometry

Future Land Use Map

291 Harbison Blvd., TMS# 001941-01-015;
Proposed City FLU: UEAC-2

Department of Planning & Development Services



Legend

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- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/26/2021

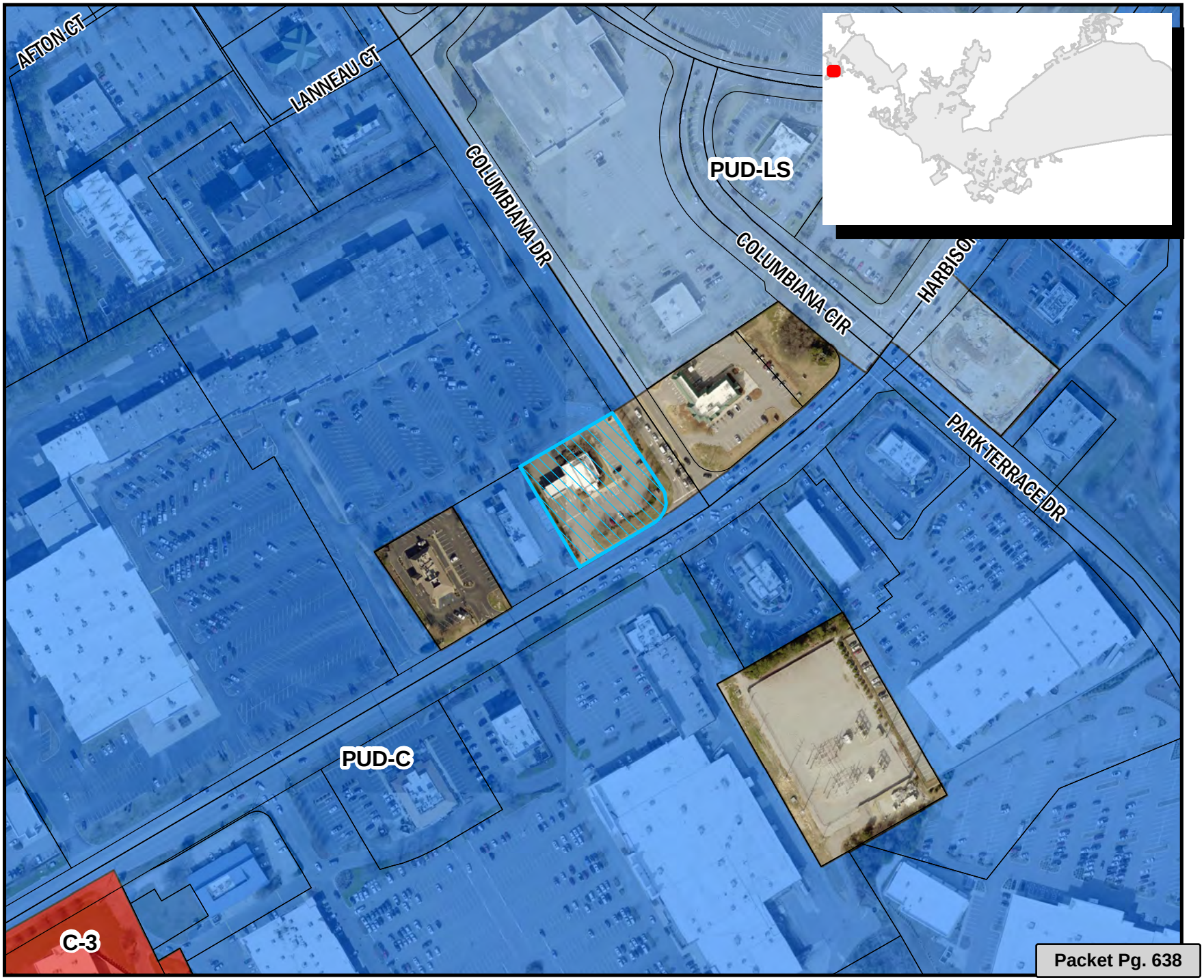
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

291 Harbison Blvd., TMS# 001941-01-015;
Current Lex. Co. Zoning: PD, Proposed City Zoning: PUD-C

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2021

DISCLAIMER:
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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being located near the City of Columbia, in Lexington County, South Carolina, as shown and delineated on a plat prepared for Branch Banking and Trust Company of South Carolina, Inc. by Cox and Dinkins, Inc., Surveyors, dated April 2, 1993 and recorded in Plat Book 259, Page 169; and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a ½" Rod (o), the Point of Beginning, at the southeastern corner of the property where the northern right-of-way of Harbison Boulevard intersects with a sight right-of-way for Harbison Boulevard and Columbiana Drive; thence running along the northern right-of-way of Harbison Boulevard, South 62° 12' 12" West, for a distance of 88.29 feet to a ½" Rod (o); thence turning and running along the northern right-of-way of Harbison Boulevard, South 63° 34' 01" West, for a distance of 79.06 feet to a ½" Rod (o); thence turning and running along property now or formerly of Firestone Tire & Rubber Company, North 26° 25' 00" West, for a distance of 225.05 feet to a ¾" Pipe (o); thence turning and running along property now or formerly of Meridian Trust Company, North 63° 37' 01" East, for a distance of 204.96 feet to a ½" Rod (o); thence turning and running along the western right-of-way of Columbiana Drive (formerly known as Mall Road), South 29° 36' 17" East, for a distance of 171.96 feet to a ½" Rod (o); thence turning and running along a sight right-of-way for Harbison Boulevard and Columbiana Drive (formerly known as Mall Road), South 16° 19' 14" West, for a distance of 69.55 feet to a ½" Rod (o) at the Point of Beginning.

Lexington County TMS: 001941-01-015
Property Address: 291 Harbison Boulevard

Seller: Truist Bank, successor in interest to **Branch Banking and Trust of South Carolina**

BY: _____ Date: May 27, 2021
(Signature)

Alan McNabb
(Print or Type Name)

Its: Senior Vice President
(Print or Type Title)

Buyer: HARBISON MO, LLC
(Print or Type Name of Owner as it Will Appear on Deed)

BY: _____ Date: MAY 26, 2021
(Signature)

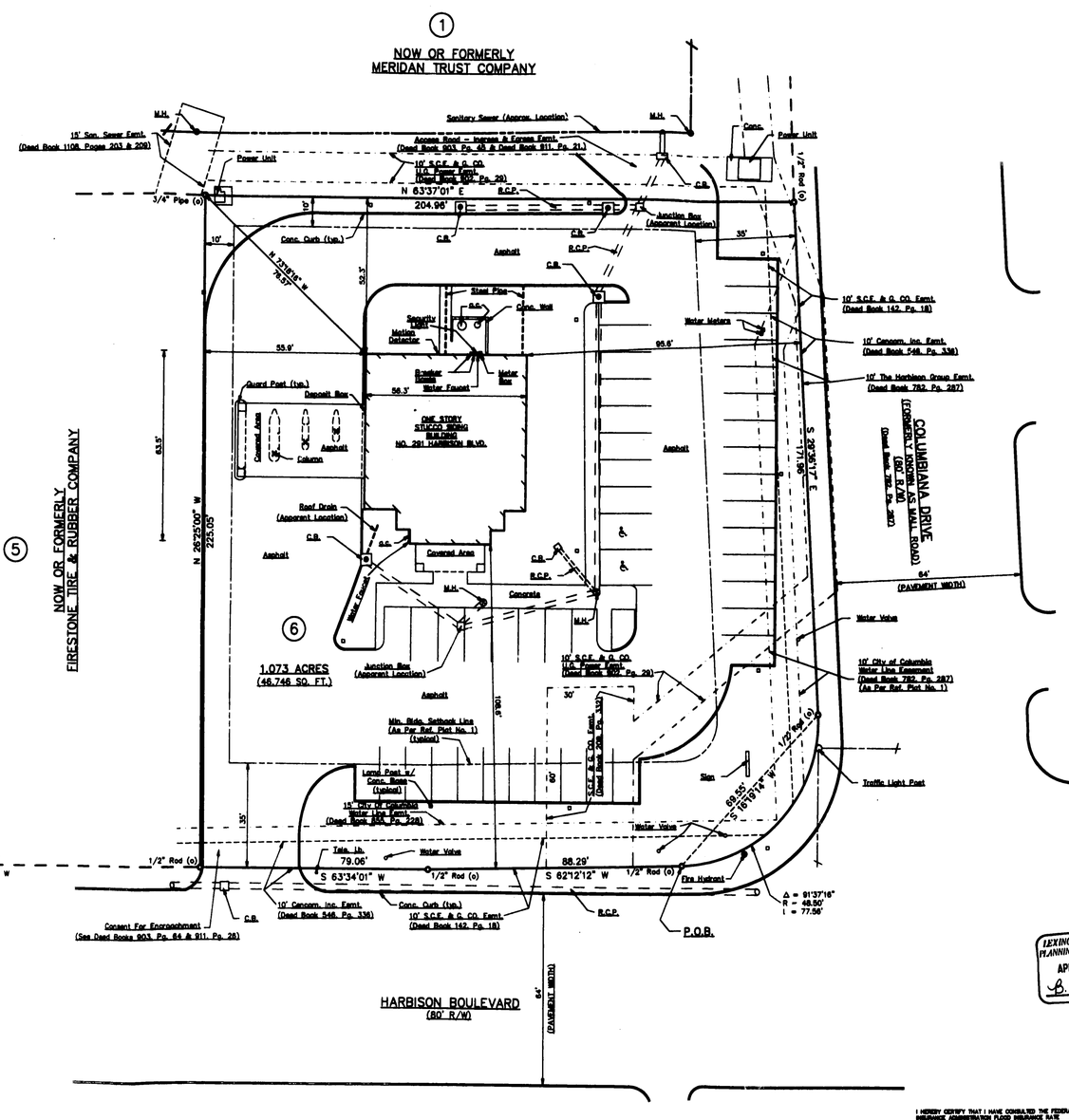
WILLIAM H. STERN
(Print or Type Name)

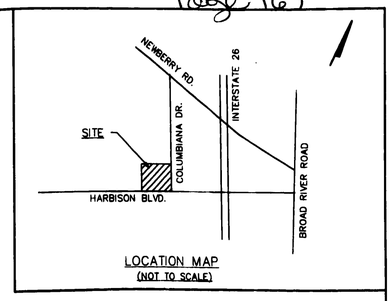
Its: MEMBER
(Print or Type Title)

Plat Book 259

Page 169

FILED
APR 23 3 23 PM '93
JOHNNIE TRIGGLE
R.M.C.
LEXINGTON COUNTY





LOCATION MAP
(NOT TO SCALE)

THIS COPY IS FOR RECORDING PURPOSES
D. Frank Beder

LAND DESCRIPTION

Beginning at a 1/2" Rod (o), the POB (Point of Beginning), at the southeastern corner of the property was the northern right-of-way of Harbison Boulevard intersects with a right right-of-way for Harbison Boulevard and Columbiana Drive; thence running along the northern right-of-way of Harbison Boulevard S 62°12'12" W for a distance of 88.29 feet to a 1/2" Rod (o); thence turning and running along the northern right-of-way of Harbison Boulevard S 63°34'01" W for a distance of 79.06 feet to a 1/2" Rod (o); thence turning and running along property now or formerly of Firestone Tire & Rubber Company N 26°25'00" W for a distance of 225.05 feet to a 3/4" Pipe (o); thence turning and running along property now or formerly of Meridian Trust Company N 63°37'01" E for a distance of 204.96 feet to a 1/2" Rod (o); thence turning and running along the western right-of-way of Columbiana Drive (formerly known as Mall Road) S 29°36'17" E for a distance of 171.96 feet to a 1/2" Rod (o); thence turning and running along a right right-of-way for Harbison Boulevard and Columbiana Drive (formerly known as Mall Road) S 16°18'14" W for a distance of 69.55 feet to a 1/2" Rod (o) at the POB (Point of Beginning).

TO BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA, INC., and CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND MEETS THE ACCURACY REQUIREMENTS OF A CLASS A SURVEY, AS DEFINED THEREIN.

DATED: APRIL 6, 1993

SIGNED: D. Frank Beder
REG. LAND SURVEYOR
NO. 10799B

ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION ON OCTOBER 17, 1992.

ADOPTED BY THE BOARD OF DIRECTION, AMERICAN CONGRESS ON SURVEYING AND MAPPING ON NOVEMBER 11, 1992.

LEXINGTON COUNTY PLANNING COMMISSION
APR 23 1993
B. Waters

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP (FIRM) AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD ZONE A OR B.

NOTES:
1) THE LOCATIONS OF OTHER UNDERGROUND UTILITIES ARE UNKNOWN.
2) PROPERTY IS SUBJECT TO EASEMENTS NOTED IN THE FOLLOWING LEXINGTON COUNTY DEED BOOKS: 877, PG. 57; 782, PG. 287; 210, PG. 31; 821, PG. 81; 782, PG. 284; 782, PG. 276.

REFERENCES:
1) PLAT OF "AS-BUILT" SURVEY PREPARED FOR ST. ANDREWS DEVELOPMENT CO., BY ASSOCIATED ENGINEERS & SURVEYORS, INC., DATED JUNE 13, 1988, REVISED MAY 10, 1990, AND RECORDED IN THE OFFICE OF REGISTER OF MESNE CONVEYANCE FOR LEXINGTON COUNTY IN PLAT BOOK NO. 237, PAGE 131.
2) TOPOGRAPHIC MAP PREPARED FOR NCNB SOUTH CAROLINA, BY WILLIAM WINGFIELD, DATED MAY 21, 1987, REVISED JUNE 11, 1987, AND RECORDED IN PLAT BOOK 218-G, PAGE 168, PLAT NO. 2.
3) PLAT PREPARED FOR FIRESTONE TIRE & RUBBER CO., BY ASSOCIATED ENGINEERS AND SURVEYORS, INC., DATED FEBRUARY 18, 1988, REVISED MAY 31, 1988, AND RECORDED IN PLAT BOOK NO. 224, PAGE 173.

ALTA \ ACSM LAND TITLE SURVEY
PLAT PREPARED FOR

BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA, INC.

LEXINGTON COUNTY, NEAR COLUMBIA, S.C.

DATE: APRIL 2, 1993

Scale: 1" = 20' (0' 10' 20' 40')

COX and DINKINS, INC.
ENGINEERS * SURVEYORS
614 Holly Street; Columbia, South Carolina - 29205
(803) 254-0518

Project No:

Sheet No. 1 of 1

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

D. Frank Beder
REG. LAND SURVEYOR
NO. 10799B

3

15811

SPC12-70 BOOK 912-70 TO 75 THIS 1941-1-15 SF NO. 238 NO. 10

Plat Book 259

Page 169

0 1 2 3 4 5 6
BUSINESS RECORDS CORPORATION

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY
291 Harbison Boulevard; TMS# 001941-01-015

Council District:	1
Proposal:	Request to annex the property and assign a land use classification of Urban Edge Regional Activity Center (UEAC-2) and assign zoning of Planned Unit Development-Commercial District (PUD-C) at the time of annexation. The property is currently zoned PD by Lexington County.
Applicant:	Branch Banking and Trust of South Carolina / Harbison MO, LLC
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.07 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Primary
Proposed City Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)
Current County Zoning: Planned Development (PD)
Proposed City Zoning: Planned Unit Development-Commercial District (PUD-C)
Census Tract: 211.12

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police
The Columbia Police Department has no objection to this annexation, which is surrounded by property already in the City. As with most properties, we find that the proposed annexation will result in an increased number of calls for service. Based on the average of three comparable nearby gas station/convenience stores, the estimated annual cost to serve this property is **approximately $27,000**.

Fire
The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would improve the ISO rating of this property to a Class 1.

Solid Waste
This type of use is generally not served by the Solid Waste Division.

Engineering
Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care
Any proposed development on the annexed property would result in new customers, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services
We recommend approval of the annexation of this property. The property is located within a designated Primary Donut Hole in the Urban Service Area plan, and a gas station/convenience store is proposed for this site. The estimated real estate tax revenue generated for the City would be **approximately $6,700 per year**, based on the taxable value of similar developments in the nearby vicinity. While the estimated police cost to serve is significant, it should be noted that one of the comparable properties is an outlier in terms of how many calls it generated compared to other similar properties in the City, but it was included due to its proximity to the subject property.

* Estimated City Tax Revenue is based on **2020 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2020 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Donut Hole- Primary" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area
The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents, both within and outside of the municipal boundaries, through confusion over services as well as added operational

costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Regional Activity Center (UEAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. Lexington County does not currently assign future land use classifications.

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

Secondary Types

- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Lexington County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PD by Lexington County. Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Commercial District (PUD-C).

The proposed City of Columbia zoning district is Planned Unit Development-Commercial District (PUD-C).

Planned Unit Development-Commercial District (PUD-C)

(a) Intent.

The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts.

Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features.
The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

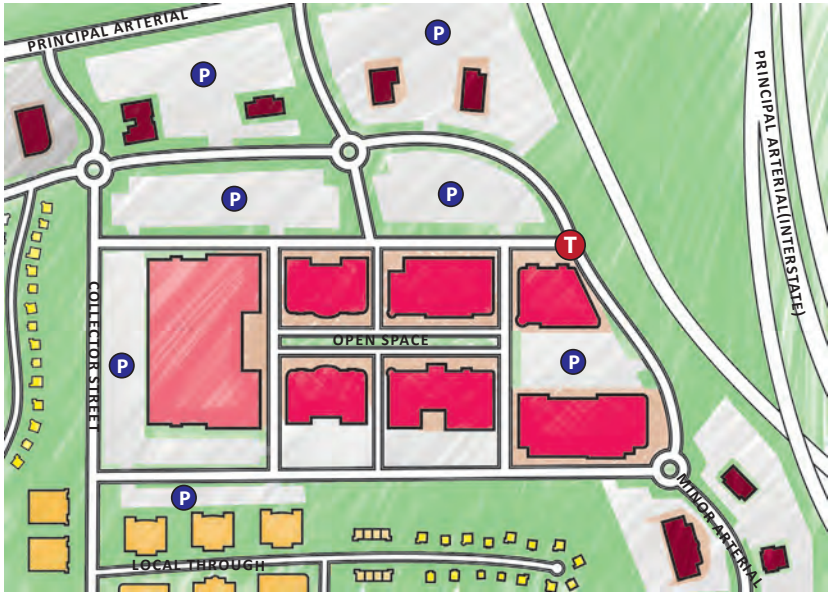
STAFF RECOMMENDATION

Staff recommends the annexation of the property, the assignment of a future land use classification of Urban Edge Regional Activity Center (UEAC-2) and zoning of Planned Unit Development-Commercial District (PUD-C) at the time of annexation.

Development Types

URBAN EDGE REGIONAL ACTIVITY CENTER (UEAC-2)

Urban Edge Regional Activity Centers are large to extra-large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors and may occupy all quadrants of the intersection.



UEAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES
- Multi-family Mixed-use Small & Medium
- Business/Employment Small to Extra Large (incl. High-rise)

SECONDARY TYPES
- Multi-family Small to High-rise
- Civic/Institutional Small to Large
- Parking Structures

TERTIARY TYPES
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

See matrix for appropriate park/open space types.

Development Types

UEAC-2 DEVELOPMENT PATTERN/CONTEXT

- Internal street networks may be laid out in a grid to create various block sizes and shapes, but typically do not continue the urban street grid. Ingress and egress to the primary road network may be managed by collector drives. Wide sidewalks on both sides of the street are common.
- Blocks vary in size based on tenant mix; subdivision beyond blocks may be non-existent.
- Buildings may be street-oriented or face a parking lot within a development. Buildings often have a larger footprint and are stand-alone single-use structures or are organized in a shopping center configuration.
- Buildings range from small to extra large scale footprint and are typically between one to six stories.
- Design of centers is auto-oriented, but should fully accommodate pedestrians and cyclists as well as automobiles, with sidewalks or other pedestrian connections established between developments.
- Transit facilities should be located near or within these activity centers.
- Depending on the density of uses within a Regional Activity Center, parking for businesses should be accommodated in inner block surface parking or in parking structures and on-street parking. Parking for residential uses should be accommodated in attached parking structures, inner block surface lots, on streets, and in individual rear-loaded garages.
- Regional Activity Centers typically contain multiple developments along an arterial or collector road, and surrounding areas may transition into Community or Regional Activity Corridors. Developments will range in size and intensity.

- Plazas, street trees and plantings, greens, neighborhood parks, and outdoor event venues can provide open spaces and outdoor recreation opportunities in Regional Activity Centers. Bike racks, benches, and other pedestrian and cycling amenities are found along sidewalks and in open spaces.
- Open spaces for buffering from adjacent development may be used; however transitions in building scale, use, and orientation, as well as street connectivity, are all preferred methods of connecting developments of different types rather than buffering them from one another.

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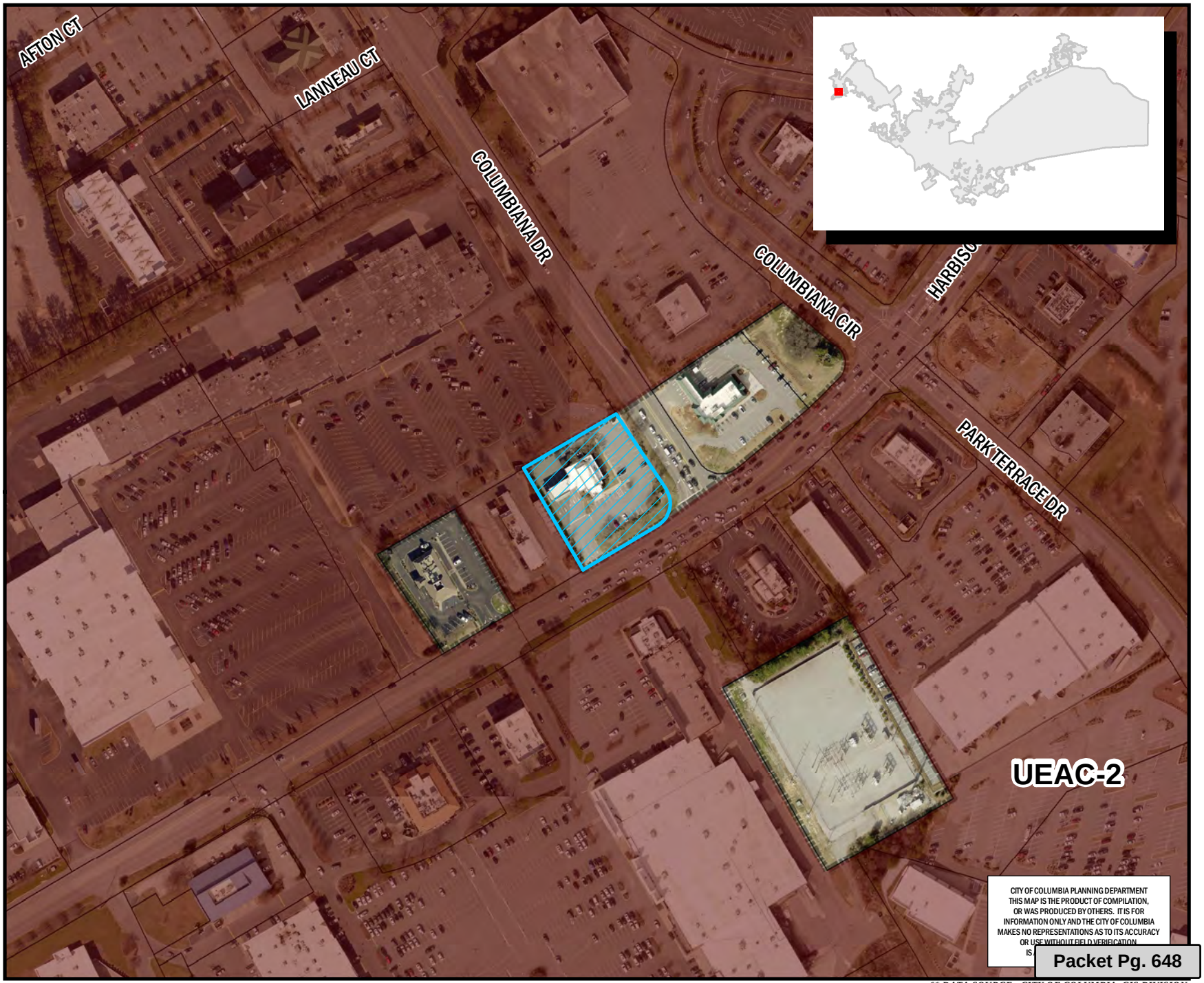
Future Land Use Map

291 Harbison Blvd., TMS# 001941-01-015;
Proposed City FLU: UEAC-2

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/26/2021

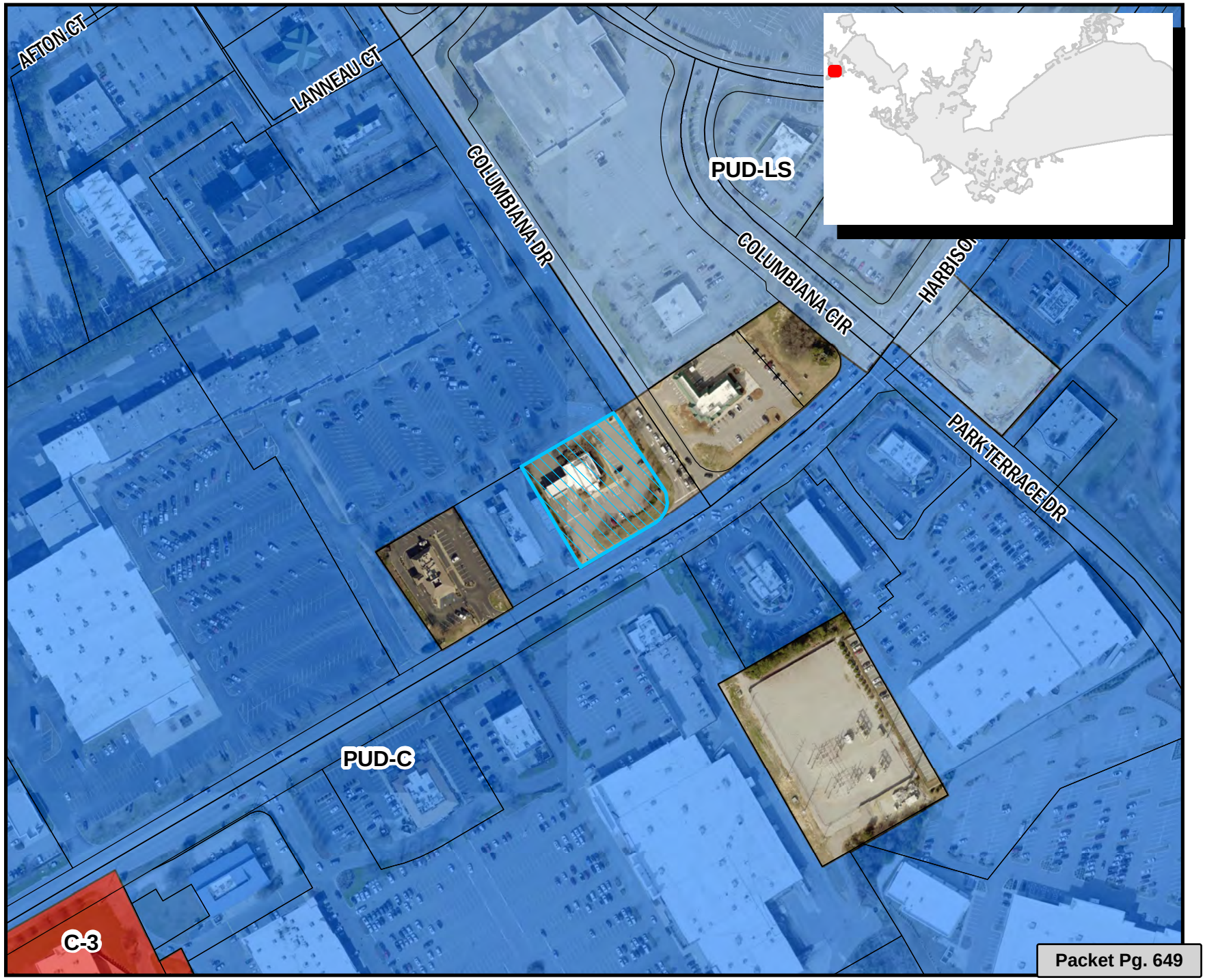
We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

291 Harbison Blvd., TMS# 001941-01-015;
Current Lex. Co. Zoning: PD, Proposed City Zoning: PUD-C

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 26, 2021

DISCLAIMER:
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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

FUTURE LAND USE MAP AMENDMENT CONFIRMATION CASE SUMMARY
8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p)

Council District:	4
Proposal:	Request to confirm the future land use classification of Urban Edge Residential Small Lot (UER-1) following the annexation of the property. The property is currently assigned an interim future land use classification of Urban Edge Residential Small Lot (UER-1).
Applicant:	Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
Annexation, 1st Reading:	05/18/2021; Approval
2nd Reading:	05/18/2021; Pending
Land Use Map Amendment Confirmation, ZPH, 1st Reading:	07/20/2021; Pending
Land Use Map Amendment Confirmation, 2nd Reading:	08/03/2021; Pending
Zoning Map Amendment Confirmation, ZPH, 1st Reading:	07/20/2021; Pending
Zoning Map Amendment Confirmation, 2nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.80 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Long Range Area
Current Interim City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Interim City Zoning: Single Family Residential District (RS-3)
Proposed City Zoning: Single Family Residential District (RS-3)
Census Tract: 119.01

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Lower Richland County Richland County Strategic Community Master Plan* (2014). The subject property is assigned the future land use map classifications of Suburban Transition Area (page 20) and Military Compatibility Zones (page 23). Recommendations for the Suburban Transition Area include identifying and prioritizing "sidewalk and greenway connections to existing community facilities", promoting "a variety of housing types", providing "additional utility service to increase service reliability and capacity", and promoting" development that is respectful of existing neighborhoods, as well as natural, agricultural, and historic resources" (page 20). Recommendations for the Military Compatibility Zones include keeping "residential density very low in these areas to reduce nuisance conflicts between neighborhood residents and military operations" (page 23). The subject property is not located within an activity node (page 24). The plan recommends an intersection improvement near the subject property, at the intersection of Ridge Road and Leesburg Road (page 31).

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend the *Columbia Compass: Envision 2036* Future Land Use Map to affirm the assignment of the Urban Edge Residential Small Lot (UER-1) land use classification for the property.

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

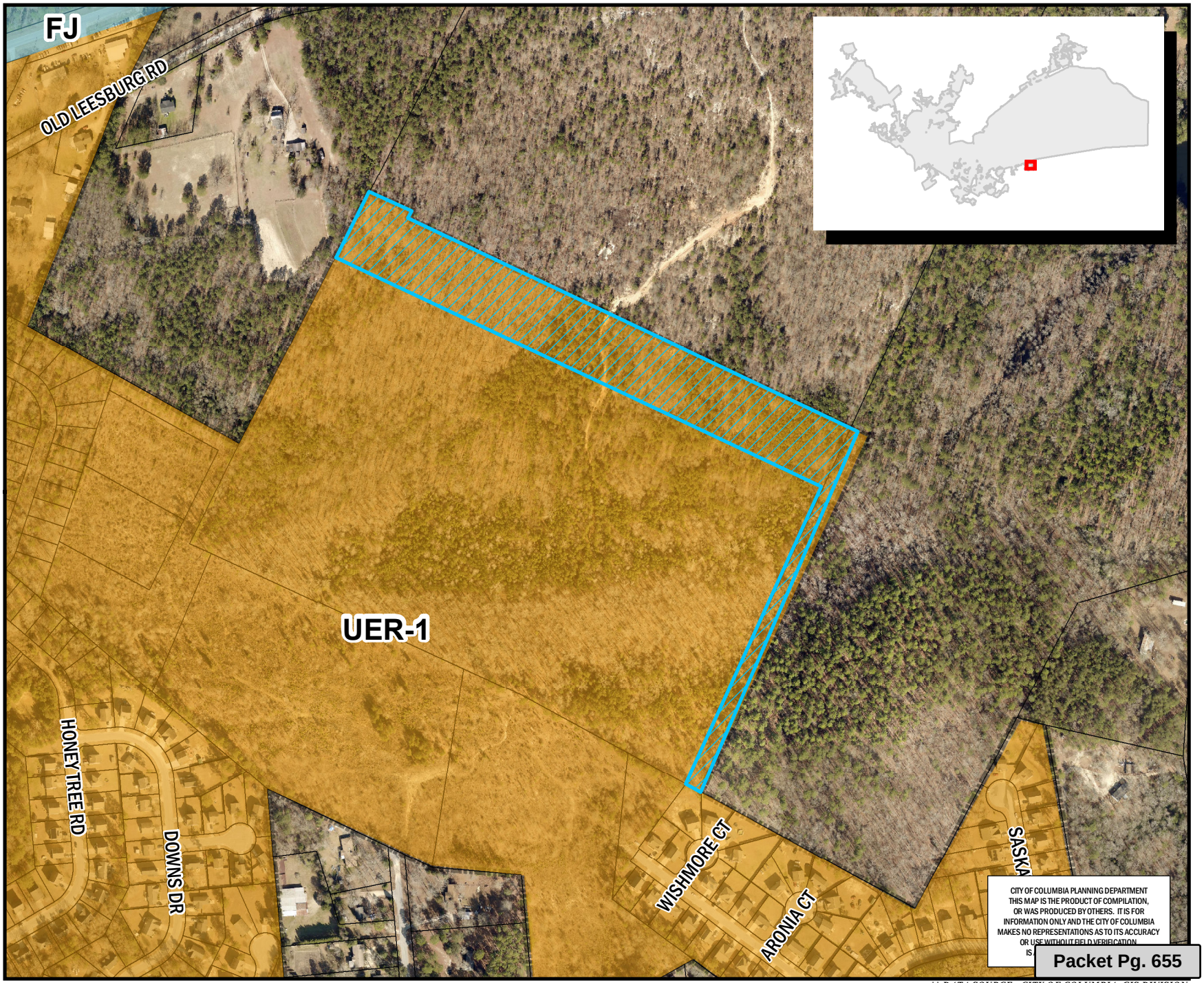
UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.

Future Land Use Map

8.80 acre portion of S/S Old Leesburg Road, TMS# 22113
Current Interim FLU: UER-1, Proposed FLU: UER-1

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 6/17/2021

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-052

Amending the Columbia Compass: Envision 2036 Map to include an 8.80-acre portion of S/S Old Leesburg Road; Richland County TMS# 22113-01-01(p); annexed by Ordinance No 2021-044 enacted June 1, 2021

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, an 8.80-acre portion of S/S Old Leesburg Road; Richland County TMS# 22113-01-01(p), filed for petition on April 13, 2021 and April 14, 2021, and shall be assigned the designated future land use classification of Urban Edge Residential Small Lot (UER-1), and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2021, that an 8.80-acre portion of S/S Old Leesburg Road; Richland County TMS# 22113-01-01(p), annexed into the City of Columbia by Ordinance No.: 2021-044 enacted on June 1, 2021, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020. This property shall be apportioned to City Council District 4, Census Tract 119.01, contains 8.80 acres, and shall be assigned a future land use classification of Urban Edge Residential Small Lot (UER-1).

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/21/2021
21009442

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY
8.80-acre portion of S/S Old Leesburg Road; TMS# 22113-01-01(p)

Council District:	4
Proposal:	Request to confirm the zoning of Single Family Residential District (RS-3) following the annexation of the property. The property is currently assigned interim zoning of Single Family Residential District (RS-3).
Applicant:	Janilyn Q. Martin and Susan Q. Phelps / Canary Woods, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
Annexation, 1st Reading:	05/18/2021; Approval
2nd Reading:	06/01/2021; Approval
Land Use Map Amendment Confirmation, ZPH, 1st Reading:	07/20/2021; Pending
Land Use Map Amendment Confirmation, 2nd Reading:	08/03/2021; Pending
Zoning Map Amendment Confirmation, ZPH, 1st Reading:	07/20/2021; Pending
Zoning Map Amendment Confirmation, 2nd Reading:	08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.80 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Long Range Area
Current Interim City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Proposed City Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Interim City Zoning: Single Family Residential District (RS-3)
Proposed City Zoning: Single Family Residential District (RS-3)
Census Tract: 119.01

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Lower Richland County Richland County Strategic Community Master Plan* (2014). The subject property is assigned the future land use map classifications of Suburban Transition Area (page 20) and Military Compatibility Zones (page 23). Recommendations for the Suburban Transition Area include identifying and prioritizing "sidewalk and greenway connections to existing community facilities", promoting "a variety of housing types", providing "additional utility service to increase service reliability and capacity", and promoting" development that is respectful of existing neighborhoods, as well as natural, agricultural, and historic resources" (page 20). Recommendations for the Military Compatibility Zones include keeping "residential density very low in these areas to reduce nuisance conflicts between neighborhood residents and military operations" (page 23). The subject property is not located within an activity node (page 24). The plan recommends an intersection improvement near the subject property, at the intersection of Ridge Road and Leesburg Road (page 31).

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of Single Family Residential District (RS-3). Surrounding parcels within the City of Columbia are currently zoned Single Family Residential District (RS-3) to the West. Surrounding parcels in unincorporated Richland County are currently zoned RS-HD to the North, East, and South.

The proposed City of Columbia zoning district is Single Family Residential District (RS-3).

Single Family Residential District (RS-3)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of Single Family Residential District (RS-3) for the property.

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

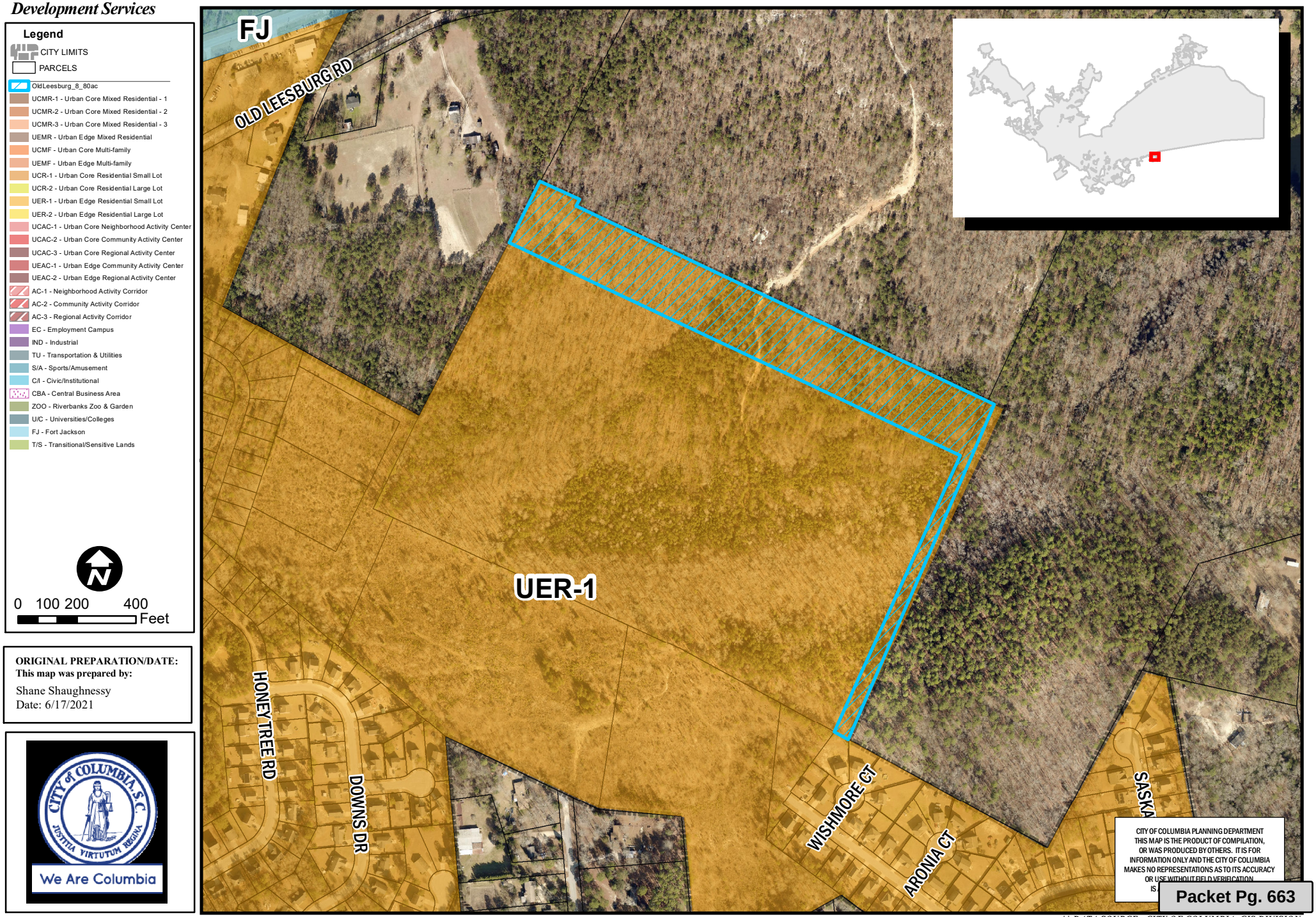
UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.

Future Land Use Map

8.80 acre portion of S/S Old Leesburg Road, TMS# 22113
Current Interim FLU: UER-1, Proposed FLU: UER-1

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 6/17/2021

We Are Columbia

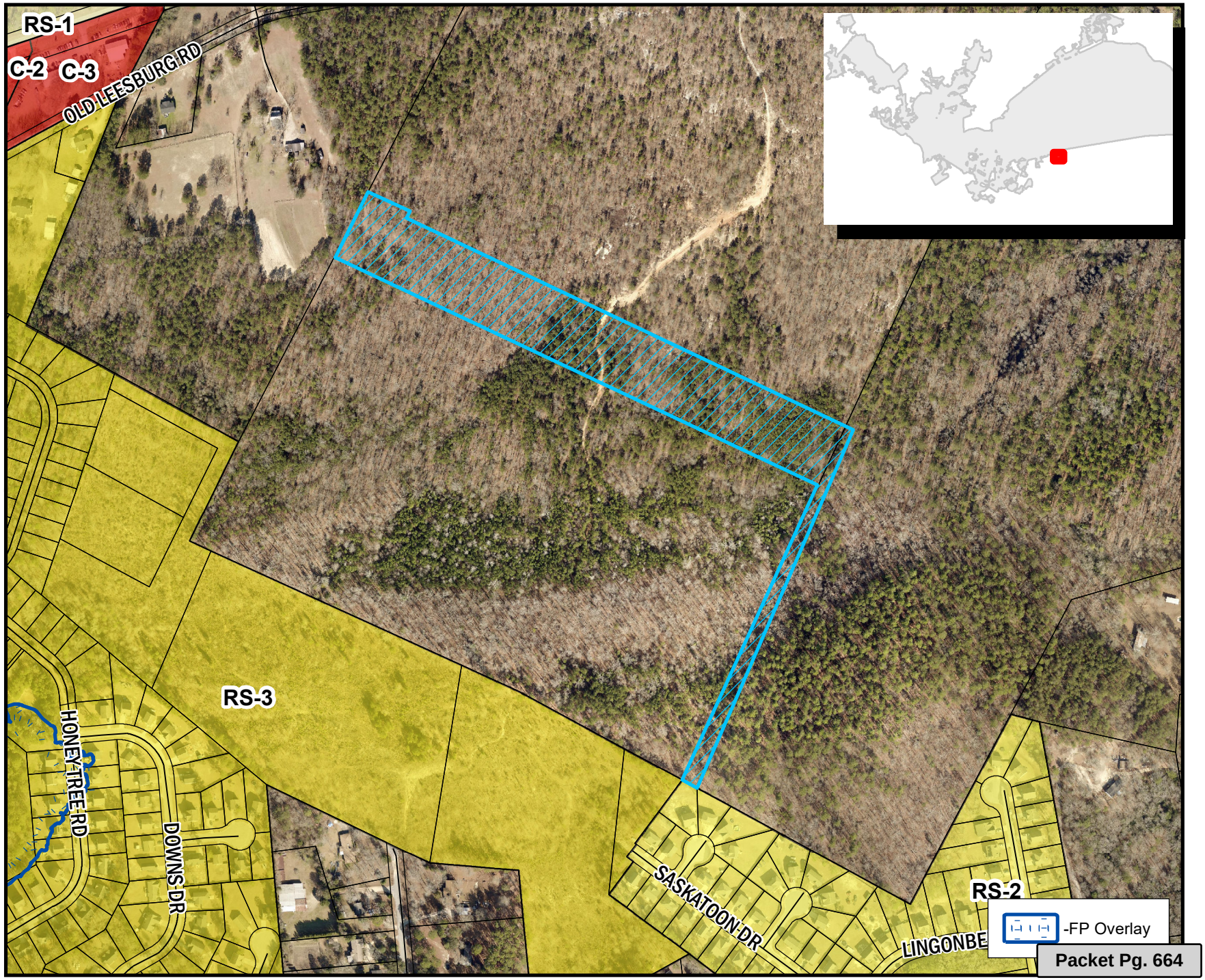
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

8.80 acre portion of S/S Old Leesburg Road, TMS# 22113
Current Interim Zoning: RS-3, Proposed Zoning: RS-3

36.a

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

N

0 100 200 400 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
June 17, 2021

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We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

Zoning Map Amendment Case Summary
6430 Norris Street, TMS# 16505-02-05

Council District: 4

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2).

Applicant: John Blackmon

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

ZPH, 1st Reading: 07/20/2021; Pending

2nd Reading: 08/03/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.08 acres
Current Use: Vacant land
Proposed Use: Residential housing
Current Land Use Classification: Urban Edge Residential Small Lot (UER-1)
Current Zoning: Light Industrial District (M-1)
Proposed Zoning: General Residential District (RG-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Edge Residential Small Lot (UER-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Light Industrial District (M-1). The abutting properties in the City of Columbia have base zoning of Single-Family Residential District (RS-2) to the North, General Residential District (RG-2) and Single Family Residential District (RS-2) to the West, Light Industrial District (M-1) and Planned Unit Development-Residential District (PUD-R) to the South, and Single Family Residential District (RS-3) and General Residential District (RG-2) to the East.

The proposed zoning district is General Residential District (RG-2).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends the rezoning of the parcel from M-1 to RG-2.

02/01/2019

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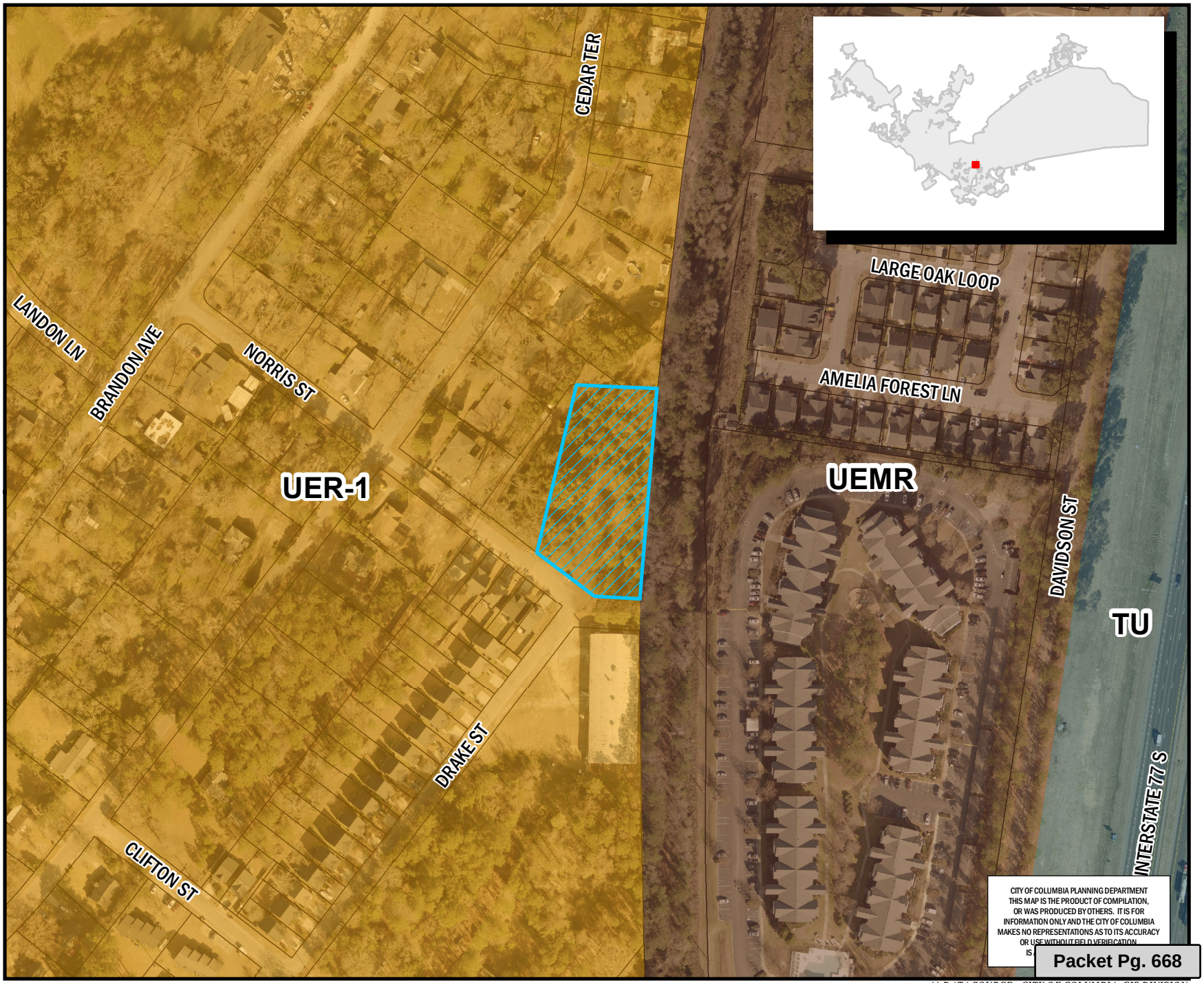
Future Land Use Map

6430 Norris Street, TMS# 165
Current FLU: UER-1

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/3/2021

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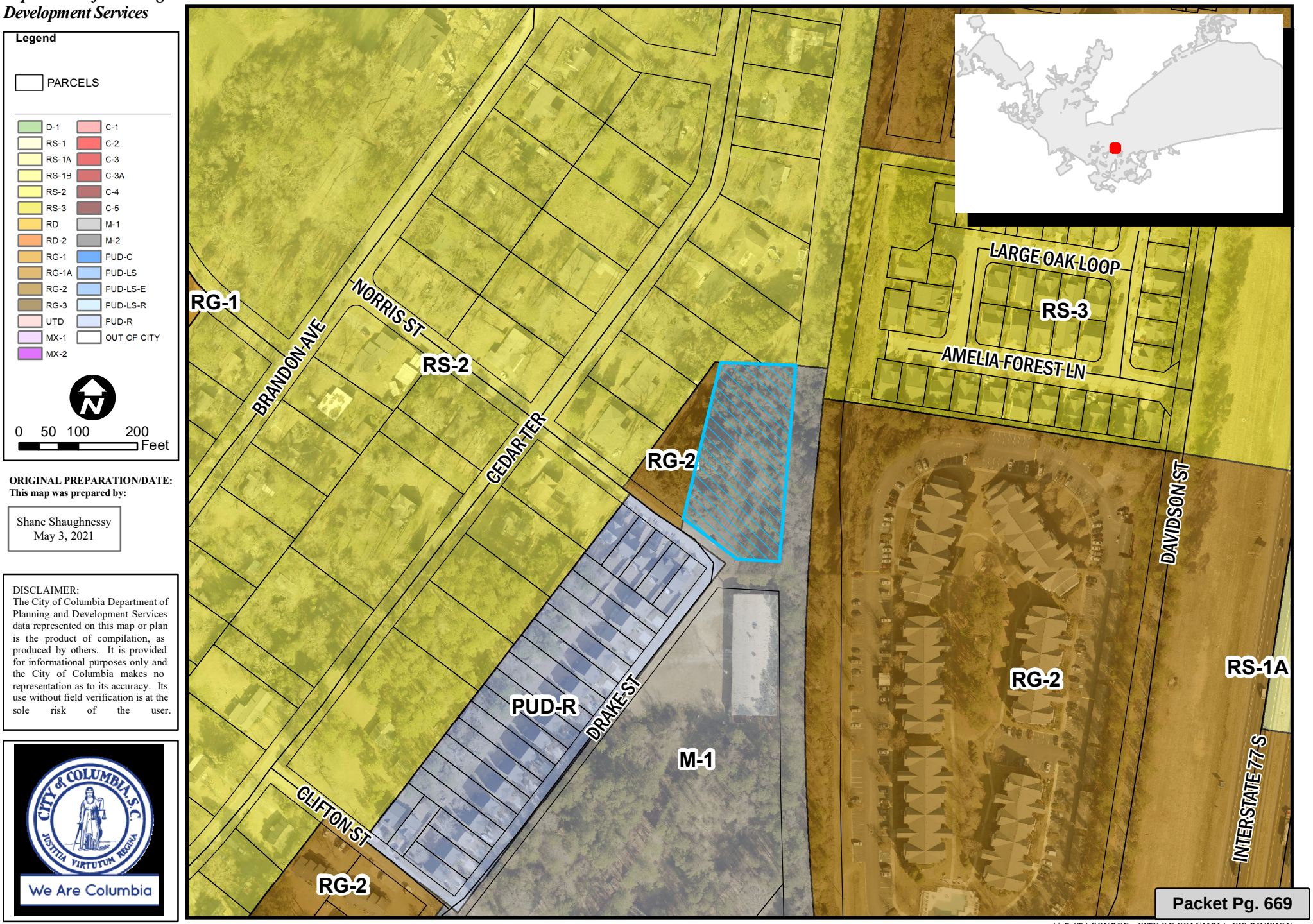
*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

6430 Norris Street, TMS# 16505-02-
Current Zoning: M-1, Proposed Zoning: RG-2

Department of Planning & Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 3, 2021

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Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.

Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Special Exception by Board of Zoning Appeals
Electric substations
Cemetary subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)

Table of Permitted Uses
M-1
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nursuries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)

Table of Permitted Uses
RG-2
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

Table of Permitted Uses
M-1
Recreational and utility trailer dealers (Sec. 17-286
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retaliers: Automatic merchandising machine operaters
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetary subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upolstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agences
Outdoor advertising agencies
Consumer credit reporting agences

Table of Permitted Uses
RG-2

Table of Permitted Uses
M-1
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified

Table of Permitted Uses
RG-2

Table of Permitted Uses
M-1
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practictioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap
Liquor Stores
Used merchandise stores with weapons

Table of Permitted Uses
RG-2

Table of Permitted Uses
M-1
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions

Table of Permitted Uses
RG-2

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

Zoning Map Amendment Case Summary
1135 Carter Street, TMS# 14102-04-01

Council District: 2

Proposal: Request to rezone the parcel from Single-Family Residential District (RS-2) to Planned Unit Development-Residential District (PUD-R).

Applicant: LuCinda J. Herrera, Columbia Housing Authority

Staff Recommendation: Approval

PC Recommendation: 06/07/2021; Approval (8-0)

ZPH, 1st Reading: 07/20/2021; Pending

2nd Reading: 08/20/2021; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4.63 acres
Current Use: None
Proposed Use: Senior Independent Living & rental office spaces
Current Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Zoning: Single-Family Residential District (RS-2)
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)

REQUEST

The applicant is requesting to rezone the parcel from single-family residential to a Planned Unit Development (PUD). The PUD will consist of 4.63 acres with approximately 4.32 acres dedicated to residential. A minimum of 4,100 sq. ft. will be dedicate to commercial space. The commercial space will not be a leasing office or amenity of the residential space. It will be rented to a commercial use that will benefit the tenants as well as the general public.

The residential component will be geared towards the senior population. There will be 150 rental units as well as common space and amenity space. 153 parking spaces will be provided on-site to serve the residential and commercial.

A legal description, site plan, landscaping plan, and descriptive statement are included in the PUD document.

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multifamily or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Single-Family Residential District (RS-2). The abutting properties in the City of Columbia have base zoning of Single-Family Residential District (RS-3) to the North, Single-Family Residential District (RS-2) to the East, General Residential District (RG-2) to the South, and General Commercial District (C-3) to the West. Abutting properties in unincorporated Richland County are currently zoned GC and RS-MD to the North.

The proposed zoning district is Planned Unit Development-Residential District (PUD-R).

Single-Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

Planned Unit Development-Residential District (PUD-R)

(a) Intent.

The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design,

improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts.
Two types of districts accommodating primarily residential or nonresidential uses are created as follows:
(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.
(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features.
The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends the rezoning of the parcel from RS-2 to PUD-R.

02/05/2019

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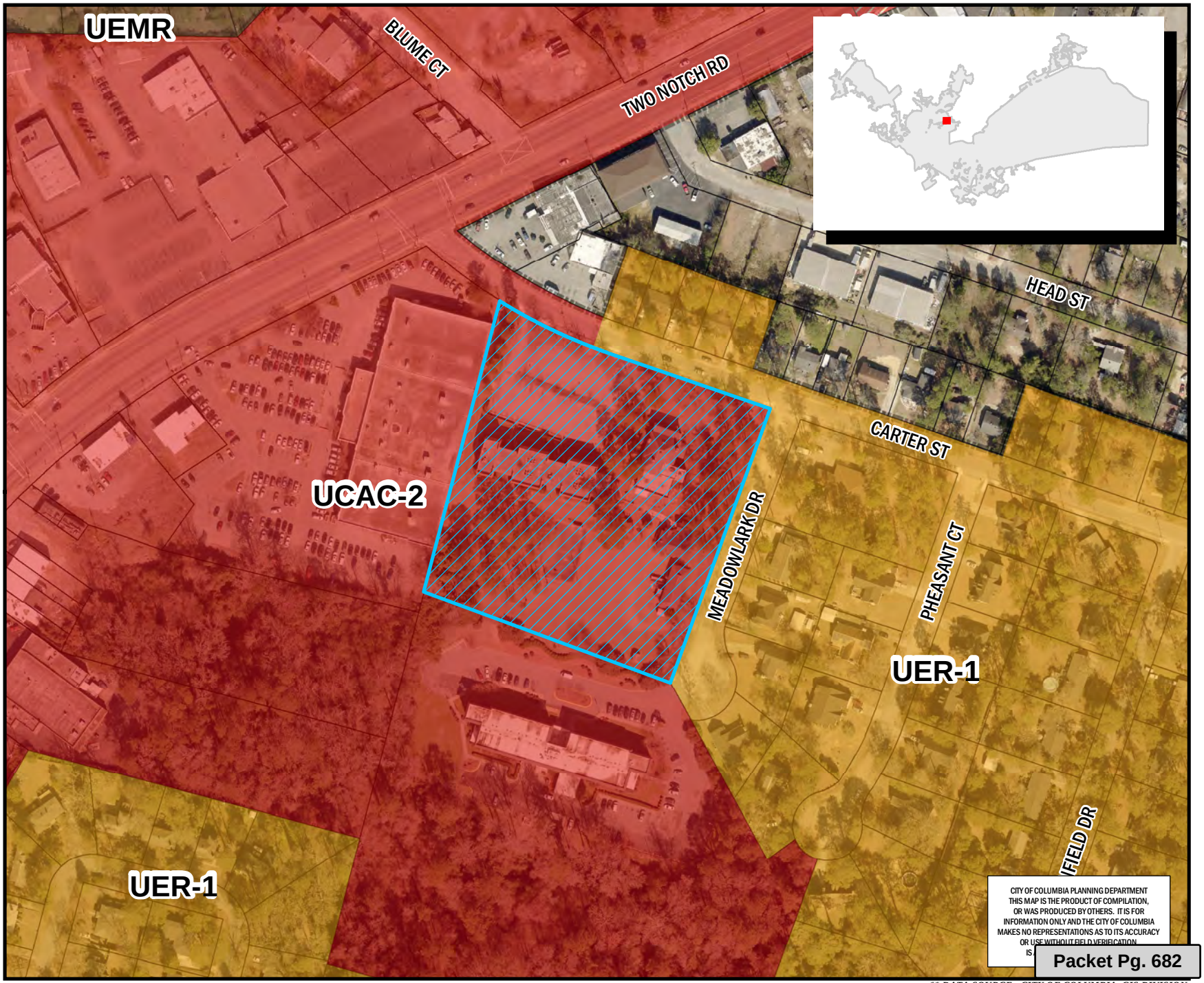
Future Land Use Map

1135 Carter Street, TMS# 141
Current FLU: UCAC-2

Department of Planning & Development Services



Legend

- CITY LIMITS
- PARCELS
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
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- UEMF - Urban Edge Multi-family
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- UER-2 - Urban Edge Residential Large Lot
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- UEAC-2 - Urban Edge Regional Activity Center
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- AC-3 - Regional Activity Corridor
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- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 5/7/2021

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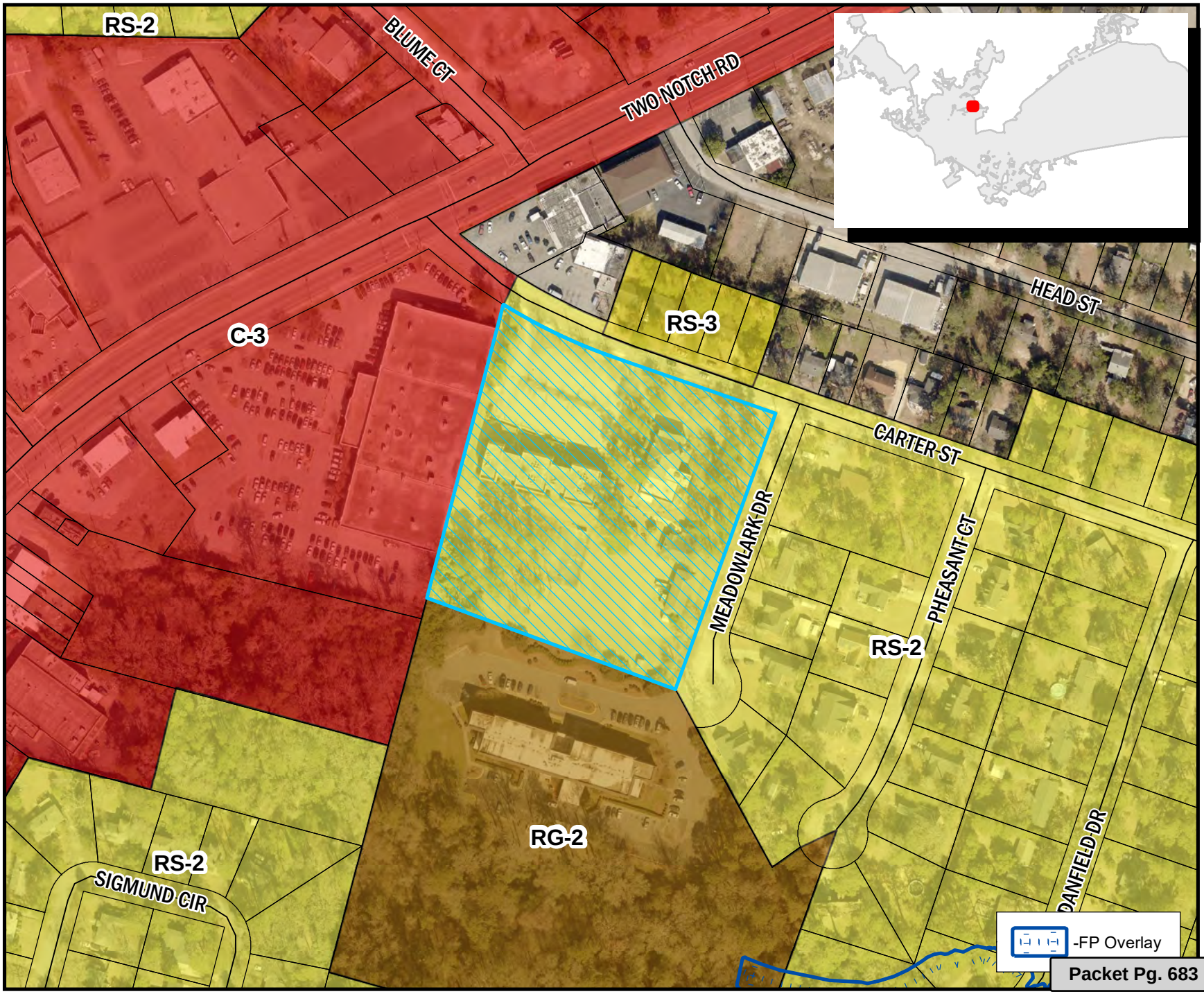
Zoning Map

1135 Carter Street, TMS# 14102-04-01;
Current Zoning: RS-2, Proposed Zoning: PUD-R

Department of Planning & Development Services



Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 7, 2021

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Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

UCAC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

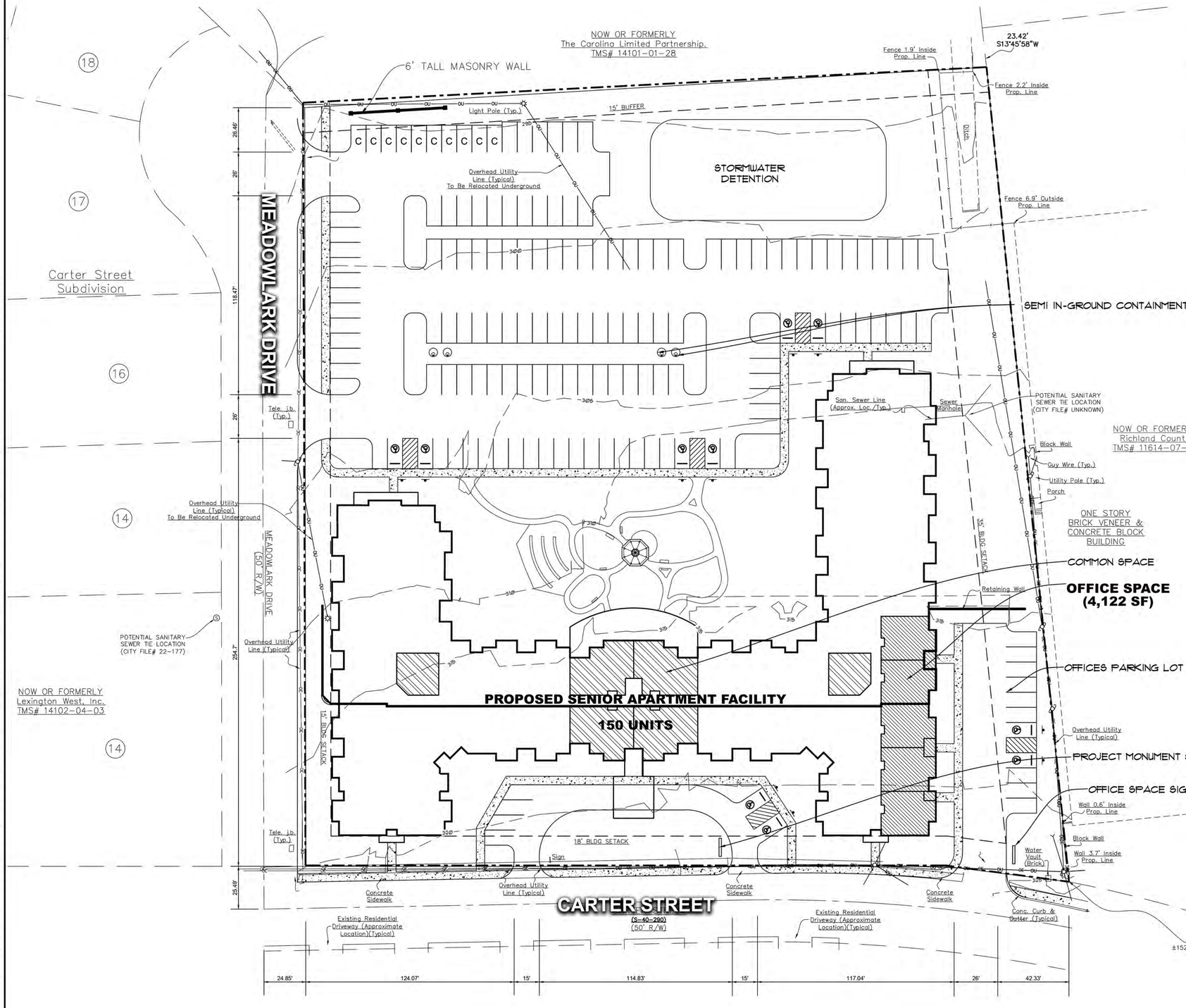
- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetary subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

HAVEN AT PALMER POINTE - BUILDING RENDERING

COLUMBIA, SC

05-05-2021



BRINSHORE

SCAHI
South Carolina Affordable Housing Initiatives, Inc.

SITE INFORMATION:

SITE: 4.63 +/- ACRES (1 BUILDING/LOT)

DENSITY: 32.4 +/- UNITS/ACRES

TMS#: 14102-04-01

EXISTING ZONING: R5-2

PROPOSED ZONING: PUD-R

BUILDINGS: (1) 3-4 SPLIT STORY APARTMENT BLDG W/ RENTAL OFFICES

PARKING SPACES: 158 PROVIDED (9 OFFICE PKG SPCS, 10 HANDICAP SPCS, 10 COMPACT SPCS, 129 REGULAR SPCS)

SOUTH CAROLINA — MARTIN RILEY P.C. No. 084004 — CERTIFICATE OF AUTHORIZATION

UNIT INFORMATION:

UNIT MIX		SPCS/UNIT
1-BR (A UNITS)	= 142	1.00
2-BR (B UNITS)	= 8	1.00
TOTAL	= 150 UNITS	

BUILDING INFORMATION:

	SQ. FT. (+/-)
TERRACE LEVEL	28,489
1ST FLOOR	44,737 **(4,122 MED. OFFICE)**
2ND FLOOR	44,432
3RD FLOOR	44,156
TOTAL	161,814

BUILDING INFO:
BUILDING HEIGHT VISIBLE FROM CARTER ST WILL BE NO MORE THAN 45' TO THE MIDPOINT OF THE RIDGE FROM GRADE AND ALONG MEADOWLARK NO MORE THAN 55'.

SITE INFO:

NO LAKES, RIVERS, STREAMS, SWAMPS/ WETLAND, OTHER BODIES OF WATER AND 100 YEAR FLOODPLAIN AND FLOODWAY

VICINITY MAP @ 1"=1000'

0 15' 30' 60'
SCALE: 1:30

REVISIONS

PROJECT 2020-089
DATE 05-05-2021
DRAWN BY / CHECKED BY RW

STATE OF SOUTH CAROLINA — JACKIE RIANNA WAH — ATLANTA GA — 38881 — REGISTERED ARCHITECT

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
25 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800

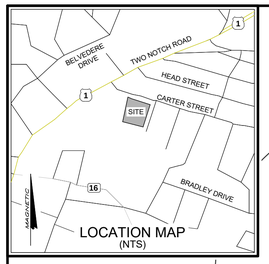
HAVEN AT PALMER POINTE
RICHLAND COUNTY, COLUMBIA, SC

MRA

CSP.1

NOT RELEASED FOR CONSTRUCTION

PLOTTED: 5/5/2021 11:27:17 AM - DRAWING: P:\BRINSHORE\2020-089 COLUMBIA, SC\05-03-2021 CSP.DWG - PLOTTED BY: RIANNA WAH - COPYRIGHT 2021



LANDSCAPE NOTES

1. MATERIAL LIST WAS PREPARED FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL MAKE OWN QUANTITY TAKEOFFS USING THE DRAWINGS AND SPECIFICATIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR QUANTITY DISCREPANCIES.
2. CONTRACTOR TO VERIFY THAT ALL PLANT MATERIALS ARE AVAILABLE, AS SPECIFIED, WHEN PROPOSAL IS SUBMITTED.
3. CONTRACTOR SHALL STAKE OUT ALL SHRUB BED LINES, TREE LOCATIONS AND SHRUB GROUPINGS FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE COMMENCING PLANTING OPERATIONS. NOTIFY LANDSCAPE ARCHITECT 24 HOURS PRIOR TO PLANTING.
4. ALL DISTURBED AREA IN PLANT BEDS TO RECEIVE 3" OF TRIPLE GROUND, HARDWOOD BARK MULCH, AGED A MINIMUM OF 6 MONTHS. TREES NOT LOCATED WITHIN A PLANT BED SHALL RECEIVE A 5' DIAMETER SAUCER OF TRIPLE SHREDDED HARDWOOD BARK MULCH THAT IS 3" DEEP. PULL BACK MULCH 6-8" FROM ROOT FLARE / TRUNK.
5. CONTRACTOR TO MAINTAIN ALL AREAS WITHIN THE LIMITS OF WORK FOR THE DURATION OF CONSTRUCTION.
6. IN THE PLANT SCHEDULE, PLANTS NOTED AS 'SPECIMEN' SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT AND FLAGGED AT THE NURSERY. THE TREES NOTED AS 'MULTI-STEM' OR MULTI-TRUNK' SHALL HAVE NO LESS THAN 3 STEMS AND NO MORE THAN 5 STEMS OR TRUNKS. MULTI-STEM TREES WITH LESS THAN 3 OR MORE THAN 5 STEMS WILL BE REJECTED.
7. PRE-EMERGENT HERBICIDE SUCH AS 'PREEN' OR EQUAL SHALL BE APPLIED TO PLANTING AREAS IMMEDIATELY FOLLOWING LANDSCAPE INSTALLATION, AND PRIOR TO MULCHING, ACCORDING THE MANUFACTURER'S INSTRUCTIONS.
8. CENTERS OF PLANT MATERIAL SHOULD BE LOCATED NO CLOSER THAN 2' FROM THE FOUNDATION OF ANY BUILDING. ADJUST LOCATION OF PLANT MATERIAL TO AVOID PLACEMENT IN FRONT OF GUTTER DRAINS.
9. CONTRACTOR TO VERIFY WITH LANDSCAPE ARCHITECT THAT ADEQUATE SURFACE AND PLANT PIT DRAINAGE EXISTS PRIOR TO PLANTING.
10. ALL TREES, SHRUBS AND PLANTS SHALL BE TYPICAL FOR THE SPECIES IN FORM AND COLOR; FREE FROM DAMAGE AND DISEASE AND SHALL BE U.S. NURSERY STANDARD #1 OR BETTER.
11. TREES 2" CALIPER AND LARGER WILL ONLY BE ACCEPTED FROM LANDSCAPE ARCHITECT APPROVED NURSERIES. SEE NURSERY NOTES.
12. IF INSTALLED PLANTS SETTLE OR FALL OUT OF PLUMB POSITION CONTRACTOR WILL STRAIGHTEN THE PLANTS BY MAKING ADJUSTMENTS TO THE POSITION OF THE ROOTBALL AND NOT BY PUSHING OR PULLING ON THE TRUNK, OR BY TIGHTENING THE GUYWIRES. TREES SHALL BE STRAIGHTENED DURING THE DURATION OF THE PROJECT AS THEY GET OUT OF PLUMB, UNTIL THE FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY IS GRANTED, WHICHEVER IS LONGER.
13. BALL DEPTHS ON SOME TREES IN A SINGLE GROUP MAY VARY. THE TOP OF ROOTBALLS ARE TO BE SET 2" ABOVE FINISHED GRADE. IF DEPTHS VARY, ALL TREES IN A GROUP SHOULD BE SET SO THAT THE BASE OF THE TRUNKS WILL APPEAR TO BE AT THE SAME RELATIVE ELEVATION ABOVE GRADE.
14. NO DECIDUOUS OR EVERGREEN TREE WILL BE ACCEPTED IF THERE IS MORE THAN ONE LEADER, UNLESS THE TREE IS DESIGNATED AS MULTI-STEM OR MULTI-TRUNK.
15. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING INSTALLATION.
16. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
17. ANY AND ALL EXISTING BUFFERS ARE TO BE MAINTAINED AND PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION, UNLESS OTHERWISE NOTED ON THE PLANS. ANY DAMAGE TO PROTECTED BUFFERS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
18. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
19. UPON COMPLETION OF ALL LANDSCAPING, AN INSPECTION FOR ACCEPTANCE OF THE WORK SHALL BE HELD. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND OWNER OF THE INSPECTION AT LEAST 7 BUSINESS DAYS PRIOR TO THE ANTICIPATED INSPECTION DATE.
20. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR 12 MONTHS FROM THE DATE OF ACCEPTANCE. REPLACEMENTS SHALL BE GUARANTEED FOR AN ADDITIONAL 12 MONTHS.
21. LANDSCAPE ARCHITECT OR OWNER SHALL HAVE THE RIGHT, AT ANY STAGE OF THE CONSTRUCTION OPERATION, TO REJECT ANY AND ALL WORK WHICH, IN HIS OPINION, DO NOT MEET THE REQUIREMENTS OF THESE PLANS OR SPECIFICATIONS.
22. ALL PROPOSED TREES ARE TO BE INSTALLED EITHER COMPLETELY INSIDE OR COMPLETELY OUTSIDE OF PLANTING BEDS. PLANT BED LINES ARE NOT TO BE OBSTRUCTED (EVEN BY EXISTING TREES). BED LINES MUST MAINTAIN A MINIMUM DISTANCE OF 4'-0" FROM EXISTING TREE TRUNKS, UNLESS OTHERWISE APPROVED BY THE LANDSCAPE ARCHITECT.
23. THE CONTRACTOR SHALL COORDINATE WITH UTILITY, LIGHTING AND IRRIGATION CONTRACTORS REGARDING THE INSTALLATION OF PLANT MATERIAL.
24. THE CONTRACTOR SHALL ENSURE THAT HIS WORK DOES NOT INTERRUPT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.
25. SEE TREE, SHRUB AND GROUNDCOVER PLANTING DETAILS AND SPECIAL PROVISIONS IN THE PLANTING SPECIFICATIONS.
26. THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SEEDING OR MULCHING ALL DISTURBED AREAS WITHIN THE LIMIT OF WORK TO CONTROL SOIL EROSION.
27. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL INSTALLED PLANT MATERIAL RECEIVES ADEQUATE AND REGULAR WATERINGS.
28. CONTRACTOR SHALL TEST SOIL PH AND CONDITIONS FOR ALL SOD AND SEEDED AREAS TO ENSURE THAT PROPER SOIL REQUIREMENTS ARE MET. PLANTING BED SOILS SHALL BE AMENDED BY CONTRACTOR AS INDICATED BY SOIL TEST AND SPECIFICATIONS TO ACHIEVE PROPER SOIL CONDITIONS PRIOR TO PLANTING.
29. IRRIGATION SHALL BE DESIGN-BUILD ACCORDING TO THE DESIGN-BUILD NOTES ON THIS SHEET. CONTRACTOR TO FORWARD DESIGN TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.\
30. ALL PLANTINGS SHALL BE MECHANICALLY IRRIGATED.

LANDSCAPE REQUIREMENTS

1. Tree Survey Provided
2. Tree Density Factor (DFS):
   See attached Haven at Palmer Pointe Preliminary Tree Inventory spreadsheet detailing this site's DFS deficiency and the source of the units and credits used to determine this. The developer shall coordinate with the City of Columbia on payment-in-lieu amount to satisfy DFS requirements once final construction plans are approved.
3. Street Protective Yard (SPY):
   4.59 AC site = 15' Street Protective Yard required
   Carter Street frontage: (due to the proximity of overhead powerlines this requirement is satisfied with small maturing trees with 30 foot spacing)
   455 LF frontage - 55 LF drives = 400 LF frontage
   400/30 = 13 small maturing trees required
   400' x 15' = 6,000 SF required (see plan for proposed street protective yard averaging)
   Meadowlark Drive frontage: (due to the proximity of overhead powerlines this requirement is satisfied with small maturing trees with 30 foot spacing)
   451 LF - 58 LF drives = 393 LF frontage
   393/30 = 13 small maturing trees required
   393' x 15' = 5,895 SF required
4. Buffer Transition Yard (BTY):
   Proposed Use: (150) residential units = High Impact Residential Use
   Adjacent Uses: High Impact Residential Use, High Impact Institutional
   Required Buffer Transistion Yards:
   South Property Line: 15' Type 'A': 303 LF @ 15' width + 60 LF @ 10' width = 363 LF Total
   (20) shrubs and 6" tree caliper/100 LF = (61) shrubs and 22" tree caliper required
   -a 6' masonry wall is proposed for approximately 60 LF of the required 15' Type 'A' Buffer allowing for a 10' width, optional installation of shrubs and optional 50% use of small maturing trees in place of large shade trees. See plan for location.
5. Vehicular Surface Area (VSA):
   58,200 SF proposed VSA
   1 tree/ 3200 SF = 58,200/3200 = 18 trees required
   Shrubs, groundcover or turf shall be planted so that a minimum of 60% coverage is achieved in the interior landscape areas.
   *All parking spaces shall be located no further that 40' from the trunk a shade tree
   *Small maturing trees shall be used when within 15' of an overhead powerline
   *VSA shall be screened from view from adjacent R/W by an opaque screen of evergreen shrubs min. 2' height at planting
6. Screening of Trash Collection areas and Utility Service areas:
   Screening of trash collection areas and utility service areas shall be accomplished through the use of opaque masonry or wood walls and /or landscaping. Screen to be 1 foot taller than item to be screened.

Notes:
*trees shall be a min. 2" caliper at installation and shall be listed as acceptable plants in the City's administrative guidelines
*any trees planted to satisfy other landscape requirements may be counted toward DFS
*a minimum of 60% of the ground surface of SPY shall have turf or other vegetative coverage
*all plant height, size and density requirements not specifically addressed above shall be met
***all plant material shall be mechanically irrigated**

LANDSCAPE LEGEND

- LARGE MATURING SHADE TREE
- SMALL TO MEDIUM MATURING TREE
- LARGE SCREENING SHRUB
- SMALL SCREENING SHRUB
- 10' / 15' TYPE 'A' BUFFER - SEE LANDSCAPE REQUIREMENTS ON THIS SHEET

REFERENCES:

1. PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH, BY COX AND DINKINS, INC. DATED JULY 24, 2018.

GENERAL NOTES:

1. THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCEL TMS# 14102-04-01.
2. TOTAL AREA OF SUBJECT PROPERTY IS 4.59 ACRES.
3. ZONING OF THE SUBJECT PARCEL "RS-2".
4. CONTOUR INTERVAL ELEVATIONS ARE ONE (1) FOOT. ELEVATIONS SHOWN ARE NAVD 88 DATUM.
5. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
6. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT/MOST UP-TO-DATE PLANS AVAILABLE.
7. ALL SIDEWALKS, STRIPING AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
8. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

0 10 20 30 40
GRAPHIC SCALE IN FEET
SCALE: 1" = 10'

NOTE:
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS MAY HAVE BEEN PROVIDED TO COX AND DINKINS, INC. FROM LOCAL UTILITY COMPANIES. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, COX and DINKINS, INC. HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD US TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. FURTHERMORE, OTHER UTILITIES AND STRUCTURES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS ASSIGNS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT COX and DINKINS, INC. IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND INFORMATION. INFORMATION WITH RESPECT TO ABOVE GROUND MONUMENTS OF SUCH UTILITIES IS BASED UPON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREON.

The Palmetto Utility Protection Service, Inc.
810 Dutch Square Blvd, Suite 320 Columbia, South Carolina 29210 (803) 939-1117
South Carolina 811 Call811 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.

COX AND DINKINS
ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDDINKINS.COM

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STATE OF SOUTH CAROLINA — LANDSCAPE ARCHITECT — No.1057 — JOHN S. CHAMPION — 5/3/21
REGISTERED LANDSCAPE ARCHITECT NO. 1057

SOUTH CAROLINA — COX AND DINKINS, INC. — No. 361 — CERTIFICATE OF AUTHORIZATION
CERTIFICATE OF AUTHORIZATION SEAL

REVISIONS

No.	DESCRIPTION	DATE

PRIMARY PERMITTEE:

MARTIN RILEY ASSOCIATES

215 CHURCH ST., STE. 200
DECATUR, GA 30030

(404) 373-2800

email: mriley@martinriley.com

PROJECT
HAVEN AT PALMER POINTE
LOCATED CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA
PROJECT NO. 21012
SF NO. ----

LANDSCAPE PLAN

TMS 14102-04-01
BOOK ----
DATE 05/03/2021
SHEET NO. L1 of 1

G:\Proj\21012 MRA CH Carter St\DRAWINGS\21012_Landscape.dwg, Plotted By: JDC, Plotted: May 05, 2021 11:02am

Sec. 17-681. - Districts identified.

(a) *Landmark district.* The area of the city bounded generally by Blanding, Marion, Richland and Henderson Streets is to be identified as Landmark District No. 1, and more specifically identified on attached map as 1973 TMS 28, Block 1, Lots 4, 5, 6, 7, 8, 9, 10 and 11; all of Block 2; all of Block 3; all of Block 4; Block 5, Lots 3, 4, 5 and 6; Block 6, Lots 2, 5, 6, 7 and portion of 21 (1402 Blanding); Block 7, Lots 1, 2, 5, 6, 7, 8, 9, 10, 11 and 22; all of Block 8; 1973 TMS 29, Block 2, Lots 7 and 8; Block 3, Lots 13, 14, 15 and 16; Block 4, Lots 4, 6, 9, 11, 12, 13, 14, 15 and portion of 24 (1904-08 Marion Street and 1403, 1407, 1409-11 Richland Street); all of Block 5; all of Block 6; Block 7, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23 and 24; all of Block 8; all of Block 9; all of Block 10; 1973 TMS 37, Block 1, Lots 1, 2, 12, 13, 14, 15 and 16; Block 4, Lots 1, 2 and 13; 1973 TMS 38, Block 1, Lots 1, 2, 3, 4, 5, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28; Block 5, Lots 1, 2, 3, 4, 21, 23 and 25.

(b) *Architectural conservation district.*

(1) The area of the city bounded generally by Laurens, Senate, Henderson and Green Streets and to be identified as Architectural Conservation District No. 1, and further identified on attached map as 1973 TMS 24, all of Block 5; 1973 TMS 34, all of Block 1; all of Block 2; all of Block 3; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 33 and 34; all of Block 10; 1973 TMS 35, Block 3, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 31, 33 and 34; all of Block 5; all of Block 6; all of Block 7; all of Block 9; all of Block 10; all of Block 11.

(2) The area of the city bounded generally by Wayne Street, W. Confederate Avenue, Abbeville Street and Rembert Street and to be identified as Architectural Conservation District No. 2, which is further identified as 1982 TMS 09011, all of Block 2; Block 4, Lot 1; Block 5, Lots 3,4, 5, 6; TMS 0901 2, all of Block 2; all of Block 3; all of Block 4; Block 6, Lots 13, 14 and 15; Block 7, Lots 1, 2, 7-14; Block 8, Lots 5, 6, 7 and 8; Block 9, Lots 13-21, 23 and 24; Block 10, Lots 1-15, 19-28; all of Block 11; Block 12, Lots 1-10, 12-24; all of Block 13; all of Block 14; all of Block 15; Block 16, Lots 2-15; TMS 09016, Block 15, Lots 9 and 10; TMS 09109 all of Block 15; ; and 2008 TMS 09012-10-16, 09012-12-11.

(3) Area generally bounded by: Woodrow Street on the west; Kirby, Webster and Murray Streets on the North; Millwood Avenue on the South and Maiden Lane on the East, TMS# 11413-06-4, 5; 11413-07-1 through 5 and 9 through 10; 11413-8-1 through 5 and 9 through 13; 11413-9-1 through 7 and 16; 11414-05-2 through 10; 11414-6-1 through 14; 11414-7-1 through 13; 11414-8-1 through 10; 11414-9-1 through 8; 11414-10-1 through 16; 11414-11-1 through 18; 11414-12-1 through 12; 11414-13-1, 2, 4 through 14; 11414-14-1 through 13; 11414-15-5 through 10; 11414-18-3 through 10; 11414-19-1 through 11 and 13 through 18; 11414-20-1 through 13; 11414-21-1 through 12; 11414-22-1, 2, 4, 5, 7 through 23; 11415-9-9 through 13; 11415-10-6, 7; 11415-12-11; 11415-13-1 through 14; 11415-14-1 through 7; 11415-15-3, 5 through 16; 11415-16-7 through 12; 13901-1-1, 2, 4 through 7; 13901-2-1 through 8; 13901-3-1 through 8; 13901-4-1 through 21; 13901-5-1 through 16; 13901-6-1 through 3 and 11 through 15; 13901-7-1 through 13; 13901-8-1, 13 through 15; 13901-10-1 through 16; 13901-11-1 through 14; 13901-12-1 through 16; 13901-13-3 through 6; 13901-17-1 through 10 and 12 through 16; 13901-18-1 through 9, 16 and 17; 13902-1-1 through 3; 5 through 19; 13902-8-1, 6 through 9; 13902-9-1 through 18; 13902-10-21 through 35 and 37 through 43 and 54 through 57; 13902-11-1 through 7; 13902-12-1 through 14; 13902-13-1 through 11; 13902-14-1 through 17.

(4) The area is generally bounded by Holly Street, Sims Street, Amherst Avenue, Bellwood Street and Kirkwood Street, and further identified on attached maps as TMS# 13804-01-01 through 04; 13804-10-07 through 11; 13804-11-07 through 11; 13804-12-02 through 15; 13804-13-01 through 04; 13804-14-01, 02, 03, 04, 05, and 11; 13804-18-01 through 05 and 09 through 10; 13901-15-09 through 12; and 11316-04-02 through 04 and 10 through 13.

(5) The area is generally bound to the north by Blossom Street, to the south by Heyward Street, to the east by Congaree and Waccamaw Avenues, and to the west by Pickens and Saint James Street and Saluda Avenue, and further identified on attached maps as TMS# 11306-04-02 through 35; 11306-05-01 through 06; 11306-06-01 through 06; 11306-07-01 through 39; 11307-03-13 through 16; 11307-04-01; 11307-05-02 through 06; 11307-06-01 through 11; 11307-07-02 through 25; 11307-08-01 through 04; 11307-09-01 through 09; 11308-09-01 through 11; 11308-10-02 through 13; 11308-11-08 through 13; 11310-01-01 through 06; 11310-02-01 through 16; 11310-03-01 through 16; 11310-22-01 through 10; 11311-01-01 through 14; 11311-02-01 through 38; 11311-03-01 through 06; 11311-03-17, 11311-03-19 through 22 (all up to 100' from Waccamaw); 11311-03-23 through 26; 11311-03-27 (up to 100' from Waccamaw); 11311-03-28 through 39; 11312-13-09 through 17; 11381-01-01 through 09; 11381-02-01 through 04; 11381-03-01 through 04; 11387-01-01; 11387-02-01 through 08; 11387-03-01 through 08; and 11387-04-01 through 08.

(6) The area of the city generally bound by the intersection of Grace and Marion Street to the north, Bull Street to the east, Elmwood Avenue to the south, and Sumter Street to the west and further identified by the following tax maps: 09016-03-02 thru 09, 09016-04-01 thru 14, 09016-05-01 thru 09, 09016-06-01 thru 09, 09016-06-11, 09016-06-16 thru 24, 09016-08-01 thru 17, 09016-08-28 and 29, 09016-09-02 thru 18, 09016-12-07, 09016-12-09 thru 11, 09109-07-01 thru 03, 09109-08-02 thru 05, 09109-09-02 and 04,09113-01-01 and 02, 09113-05-01 thru 10, 09113-06-01 thru 10, 09113-06-12 thru 22, 09113-07-01 thru 14, 09113-08-01 thru 13, 09113-10-01 thru 07, 09113-11-01 and 02, 09113-12-01 thru 19, 09113-12-21 thru 29, 09113-13-03 thru 14, 09113-04-01 thru 12, 09113-02-01 thru 06, 09114-06-01 thru 03, 09113-03-01 thru 04, 09114-05-01 thru 06,09110-11-02 thru 11, 09114-07-01, 09113-09-01 thru 12, 09114-01-16 and 17, 09110-10-06 (portion zoned C1), 09110-10-08 and 09, 09110-10-12, 09114-01-01 thru 14, 09114-02-01, 09114-02-03 thru 22, 09114-02-24 and 25.

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08116-10-11 through 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

CITY COUNCIL

July 20, 2021 at 2:00pm
Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

Zoning Text Amendment Case Summary
Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add 314 Heyward Street, TMS# 08816-10-11

Proposal:	Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot due to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.
Pertinent Sections:	Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines
Applicant:	Krista Hampton, Director of Planning and Development Services
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

PROPOSED ZONING TEXT SUMMARY

The following is the proposed updated text of Chapter 17, Article V, Division 3, §17-681(b)(7). The text in red and underlined is the proposed addition.

Sec. 17-681- Districts identified

(b) *Architectural conservation district.*

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08816-01-11 through 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

The proposed updated map for the Granby Architectural Conservation District Guidelines is attached to this Case Summary as well as the existing map.

STAFF RECOMMENDATION

Staff recommends City Council approve the changes to the Official Zoning Code and Granby Architectural Conservation District Guidelines.

Sec. 17-681. - Districts identified.

(a) *Landmark district.* The area of the city bounded generally by Blanding, Marion, Richland and Henderson Streets is to be identified as Landmark District No. 1, and more specifically identified on attached map as 1973 TMS 28, Block 1, Lots 4, 5, 6, 7, 8, 9, 10 and 11; all of Block 2; all of Block 3; all of Block 4; Block 5, Lots 3, 4, 5 and 6; Block 6, Lots 2, 5, 6, 7 and portion of 21 (1402 Blanding); Block 7, Lots 1, 2, 5, 6, 7, 8, 9, 10, 11 and 22; all of Block 8; 1973 TMS 29, Block 2, Lots 7 and 8; Block 3, Lots 13, 14, 15 and 16; Block 4, Lots 4, 6, 9, 11, 12, 13, 14, 15 and portion of 24 (1904-08 Marion Street and 1403, 1407, 1409-11 Richland Street); all of Block 5; all of Block 6; Block 7, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23 and 24; all of Block 8; all of Block 9; all of Block 10; 1973 TMS 37, Block 1, Lots 1, 2, 12, 13, 14, 15 and 16; Block 4, Lots 1, 2 and 13; 1973 TMS 38, Block 1, Lots 1, 2, 3, 4, 5, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28; Block 5, Lots 1, 2, 3, 4, 21, 23 and 25.

(b) *Architectural conservation district.*

(1) The area of the city bounded generally by Laurens, Senate, Henderson and Green Streets and to be identified as Architectural Conservation District No. 1, and further identified on attached map as 1973 TMS 24, all of Block 5; 1973 TMS 34, all of Block 1; all of Block 2; all of Block 3; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 33 and 34; all of Block 10; 1973 TMS 35, Block 3, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 31, 33 and 34; all of Block 5; all of Block 6; all of Block 7; all of Block 9; all of Block 10; all of Block 11.

(2) The area of the city bounded generally by Wayne Street, W. Confederate Avenue, Abbeville Street and Rembert Street and to be identified as Architectural Conservation District No. 2, which is further identified as 1982 TMS 09011, all of Block 2; Block 4, Lot 1; Block 5, Lots 3,4, 5, 6; TMS 0901 2, all of Block 2; all of Block 3; all of Block 4; Block 6, Lots 13, 14 and 15; Block 7, Lots 1, 2, 7-14; Block 8, Lots 5, 6, 7 and 8; Block 9, Lots 13-21, 23 and 24; Block 10, Lots 1-15, 19-28; all of Block 11; Block 12, Lots 1-10, 12-24; all of Block 13; all of Block 14; all of Block 15; Block 16, Lots 2-15; TMS 09016, Block 15, Lots 9 and 10; TMS 09109 all of Block 15; ; and 2008 TMS 09012-10-16, 09012-12-11.

(3) Area generally bounded by: Woodrow Street on the west; Kirby, Webster and Murray Streets on the North; Millwood Avenue on the South and Maiden Lane on the East, TMS# 11413-06-4, 5; 11413-07-1 through 5 and 9 through 10; 11413-8-1 through 5 and 9 through 13; 11413-9-1 through 7 and 16; 11414-05-2 through 10; 11414-6-1 through 14; 11414-7-1 through 13; 11414-8-1 through 10; 11414-9-1 through 8; 11414-10-1 through 16; 11414-11-1 through 18; 11414-12-1 through 12; 11414-13-1, 2, 4 through 14; 11414-14-1 through 13; 11414-15-5 through 10; 11414-18-3 through 10; 11414-19-1 through 11 and 13 through 18; 11414-20-1 through 13; 11414-21-1 through 12; 11414-22-1, 2, 4, 5, 7 through 23; 11415-9-9 through 13; 11415-10-6, 7; 11415-12-11; 11415-13-1 through 14; 11415-14-1 through 7; 11415-15-3, 5 through 16; 11415-16-7 through 12; 13901-1-1, 2, 4 through 7; 13901-2-1 through 8; 13901-3-1 through 8; 13901-4-1 through 21; 13901-5-1 through 16; 13901-6-1 through 3 and 11 through 15; 13901-7-1 through 13; 13901-8-1, 13 through 15; 13901-10-1 through 16; 13901-11-1 through 14; 13901-12-1 through 16; 13901-13-3 through 6; 13901-17-1 through 10 and 12 through 16; 13901-18-1 through 9, 16 and 17; 13902-1-1 through 3; 5 through 19; 13902-8-1, 6 through 9; 13902-9-1 through 18; 13902-10-21 through 35 and 37 through 43 and 54 through 57; 13902-11-1 through 7; 13902-12-1 through 14; 13902-13-1 through 11; 13902-14-1 through 17.

(4) The area is generally bounded by Holly Street, Sims Street, Amherst Avenue, Bellwood Street and Kirkwood Street, and further identified on attached maps as TMS# 13804-01-01 through 04; 13804-10-07 through 11; 13804-11-07 through 11; 13804-12-02 through 15; 13804-13-01 through 04; 13804-14-01, 02, 03, 04, 05, and 11; 13804-18-01 through 05 and 09 through 10; 13901-15-09 through 12; and 11316-04-02 through 04 and 10 through 13.

(5) The area is generally bound to the north by Blossom Street, to the south by Heyward Street, to the east by Congaree and Waccamaw Avenues, and to the west by Pickens and Saint James Street and Saluda Avenue, and further identified on attached maps as TMS# 11306-04-02 through 35; 11306-05-01 through 06; 11306-06-01 through 06; 11306-07-01 through 39; 11307-03-13 through 16; 11307-04-01; 11307-05-02 through 06; 11307-06-01 through 11; 11307-07-02 through 25; 11307-08-01 through 04; 11307-09-01 through 09; 11308-09-01 through 11; 11308-10-02 through 13; 11308-11-08 through 13; 11310-01-01 through 06; 11310-02-01 through 16; 11310-03-01 through 16; 11310-22-01 through 10; 11311-01-01 through 14; 11311-02-01 through 38; 11311-03-01 through 06; 11311-03-17, 11311-03-19 through 22 (all up to 100' from Waccamaw); 11311-03-23 through 26; 11311-03-27 (up to 100' from Waccamaw); 11311-03-28 through 39; 11312-13-09 through 17; 11381-01-01 through 09; 11381-02-01 through 04; 11381-03-01 through 04; 11387-01-01; 11387-02-01 through 08; 11387-03-01 through 08; and 11387-04-01 through 08.

(6) The area of the city generally bound by the intersection of Grace and Marion Street to the north, Bull Street to the east, Elmwood Avenue to the south, and Sumter Street to the west and further identified by the following tax maps: 09016-03-02 thru 09, 09016-04-01 thru 14, 09016-05-01 thru 09, 09016-06-01 thru 09, 09016-06-11, 09016-06-16 thru 24, 09016-08-01 thru 17, 09016-08-28 and 29, 09016-09-02 thru 18, 09016-12-07, 09016-12-09 thru 11, 09109-07-01 thru 03, 09109-08-02 thru 05, 09109-09-02 and 04,09113-01-01 and 02, 09113-05-01 thru 10, 09113-06-01 thru 10, 09113-06-12 thru 22, 09113-07-01 thru 14, 09113-08-01 thru 13, 09113-10-01 thru 07, 09113-11-01 and 02, 09113-12-01 thru 19, 09113-12-21 thru 29, 09113-13-03 thru 14, 09113-04-01 thru 12, 09113-02-01 thru 06, 09114-06-01 thru 03, 09113-03-01 thru 04, 09114-05-01 thru 06,09110-11-02 thru 11, 09114-07-01, 09113-09-01 thru 12, 09114-01-16 and 17, 09110-10-06 (portion zoned C1), 09110-10-08 and 09, 09110-10-12, 09114-01-01 thru 14, 09114-02-01, 09114-02-03 thru 22, 09114-02-24 and 25.

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08116-10-11 through 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-053

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 (7)

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2021, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 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 (7), is amended to read as follows:

Sec. 17-681. Districts identified.

(b) Architectural conservation district.

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08116-10-11 through 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

ADOPTION OF NEW CITY OF COLUMBIA ZONING MAP

Proposal:	Revise proposed new City of Columbia Zoning Map effective August 30, 2021 in conjunction with the newly adopted Unified Development Ordinance.
Applicant:	Rachel Bailey, Zoning Administrator
Staff Recommendation:	Approval
PC Recommendation:	05/03/2021; Approval (9-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

DETAIL

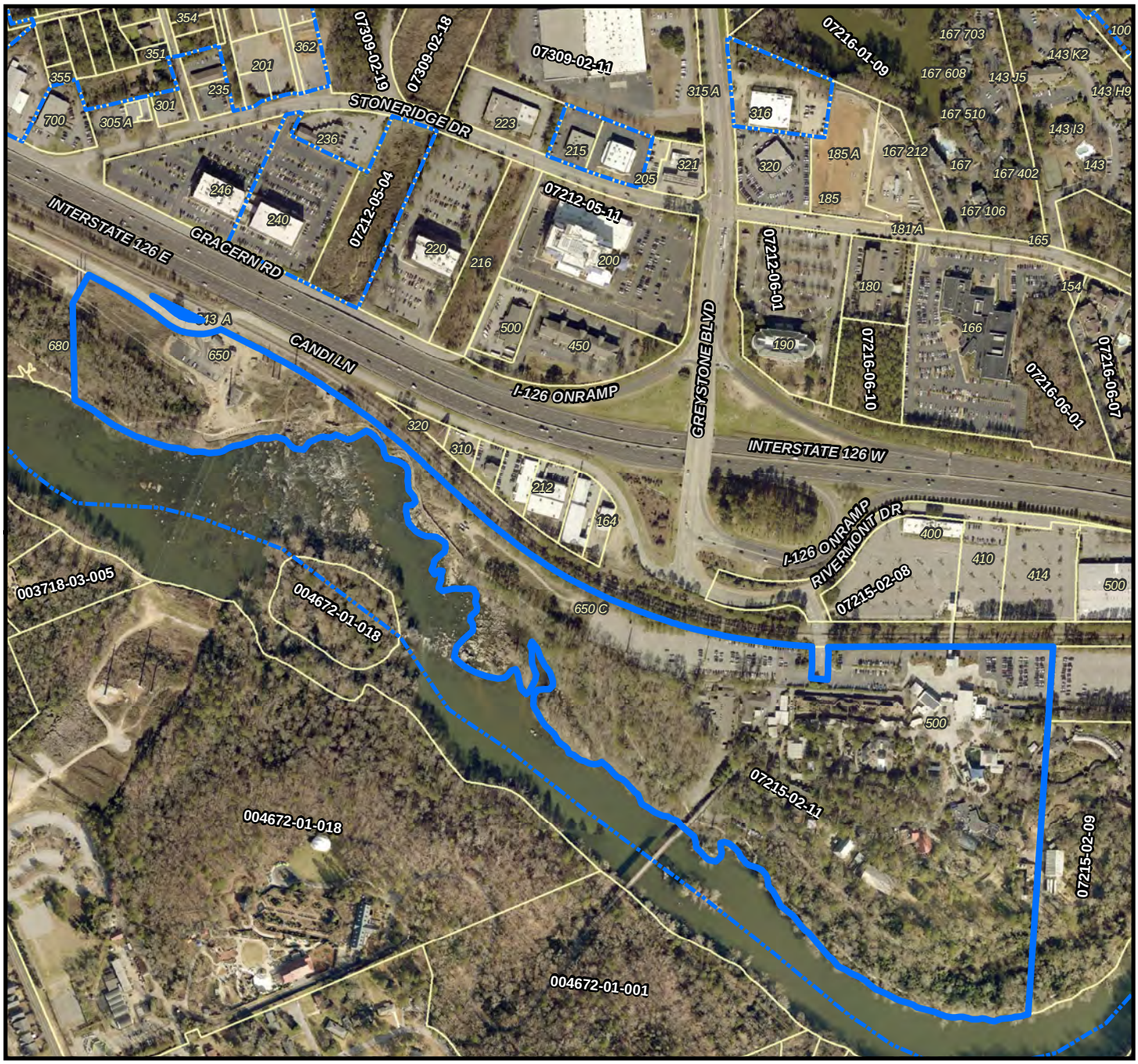
The Unified Development Ordinance (Chapter 17 of the Columbia Code of ordinances) was adopted by City Council on August 20, 2019 and amended in June of 2020. The final step in the adoption process is repealing the current City of Columbia Zoning Map and replacing with a new map that corresponds with the new districts in the Unified Development Ordinance as well as the City's newly adopted Comprehensive Plan in accordance with SC § 6-29-710 et seq. A public hearing to consider the overall new zoning map was held on January 19, 2021. City Council postponed holding first reading to permit additional time for the public to review the map and engage with staff about questions and possible changes, which occurred with additional neighborhood meetings and one-on-one calls with individuals. As a result of staff review and public input, a number of changes to the draft map are recommended and presented to Planning Commission for recommendation prior to the effective date of the map and text.

The reason behind the proposed changes varies. Some are due to errors in the original mapping process and others are due to discussions with the public that illuminated needed changes.

Maps of the proposed changes are included with this packet. Links to the digital copy of the overall map (without the proposed revisions) as well as the Unified Development Ordinance can be found at www.weplantogether.org. If a member of the public would like to make an appointment to review a printed copy of the map and/or the revisions, they may contact the Zoning Office at 803-545-3333.

STAFF RECOMMENDATION

Staff recommends City Council to approve the request.



UDO ZONING MAP REVISIONS

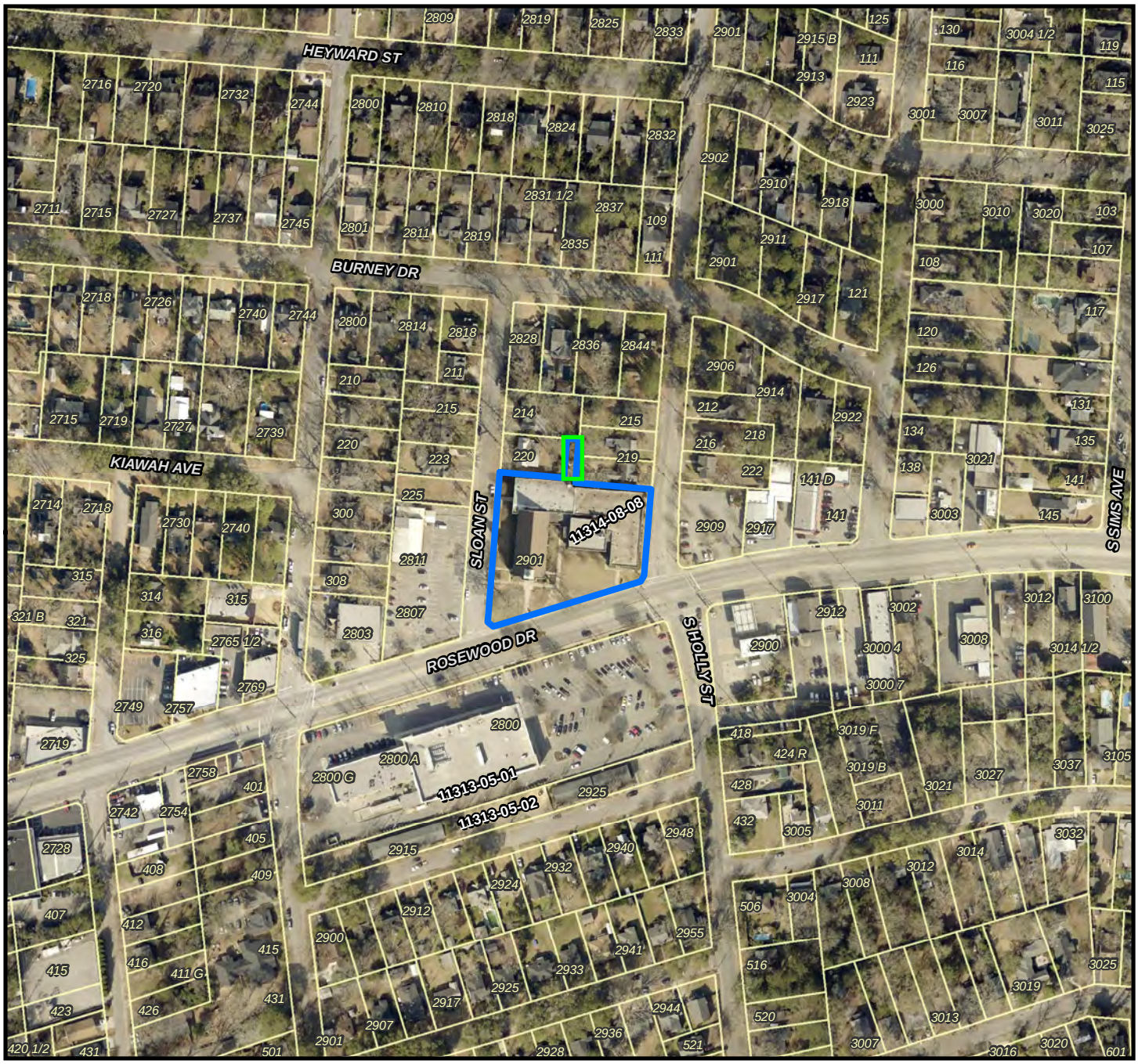
Tax Map Number	Address	From	To
07215-02-11	500 Wildlife Pkwy	EC	INS-ZOO

Map prepared by Planning & Development Services

Feet

0 220 440 880 1,320 1,760

N W E



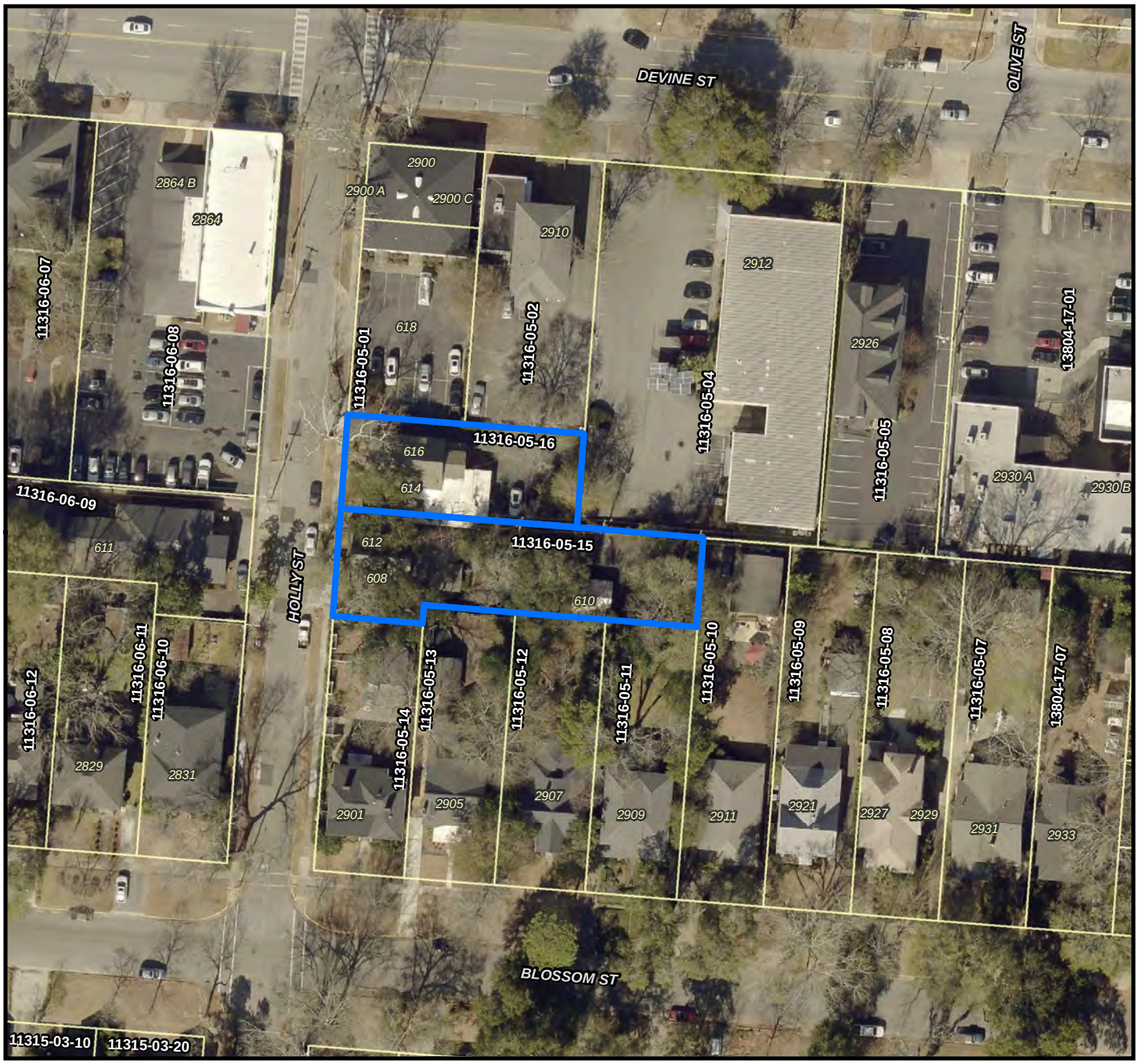
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11314-08-08	2901 Rosewood	NAC	NAC and RSF-3

Map prepared by Planning & Development Services

Feet

0 110 220 440 660 880



UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11316-05-15 & 16	612 and 614 Holly St	O-I	CAC

Map prepared by Planning & Development Services

Feet

0 30 60 120 180 240

N W E

UDO ZONING MAP REVISIONS

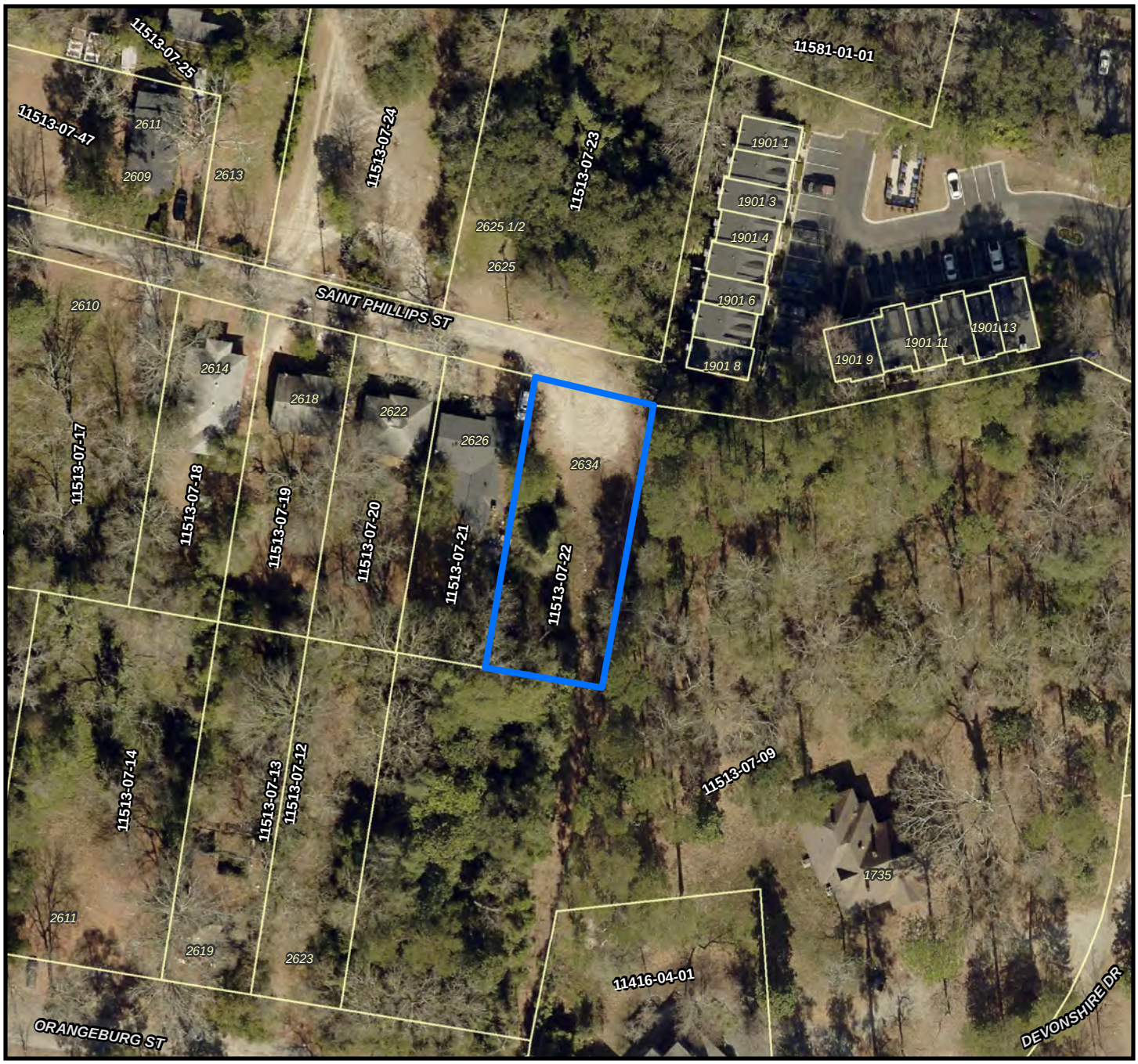
Tax Map Number	Address	From	To
11405-03-06 & -07	1122 & 1126 Barnwell	RM-2	CAC

Map prepared by Planning & Development Services

Feet

0 30 60 120 180 240

N W E



UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11513-07-22	2634 St Phillips St	RM-2	MU-1

Map prepared by Planning & Development Services

Feet

0 30 60 120 180 240

N W E

UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11702-04-01	5400 Fairfield Rd	RSF-3	CAC

Map prepared by Planning & Development Services

Feet

0 80 160 320 480 640

N W E

UDO ZONING MAP REVISIONS

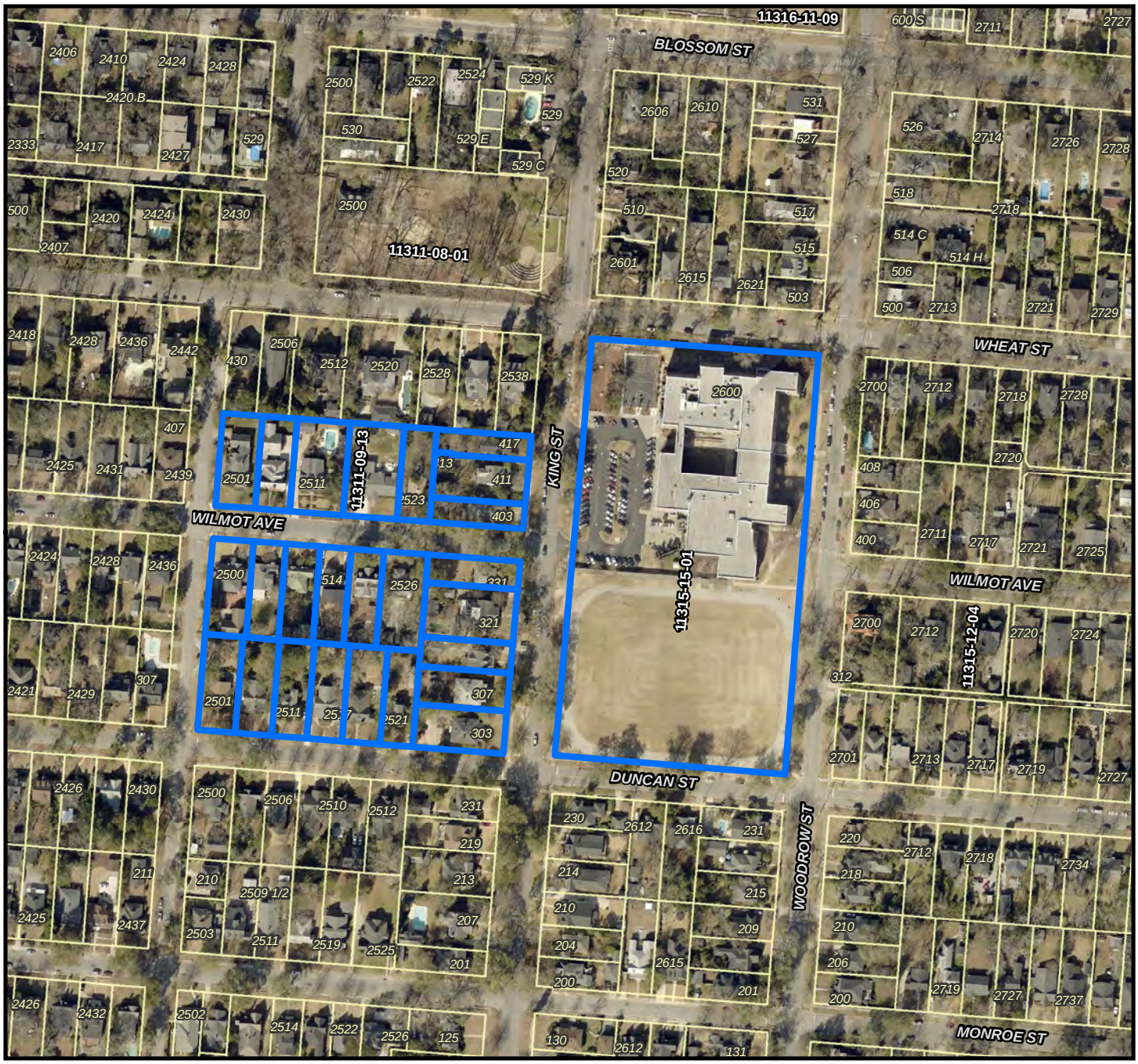
Tax Map Number	Address	From	To
13814-08-08	715 Montague Rd	GC	RSF-1

Map prepared by Planning & Development Services

Feet

0 110 220 440 660 880

N W E



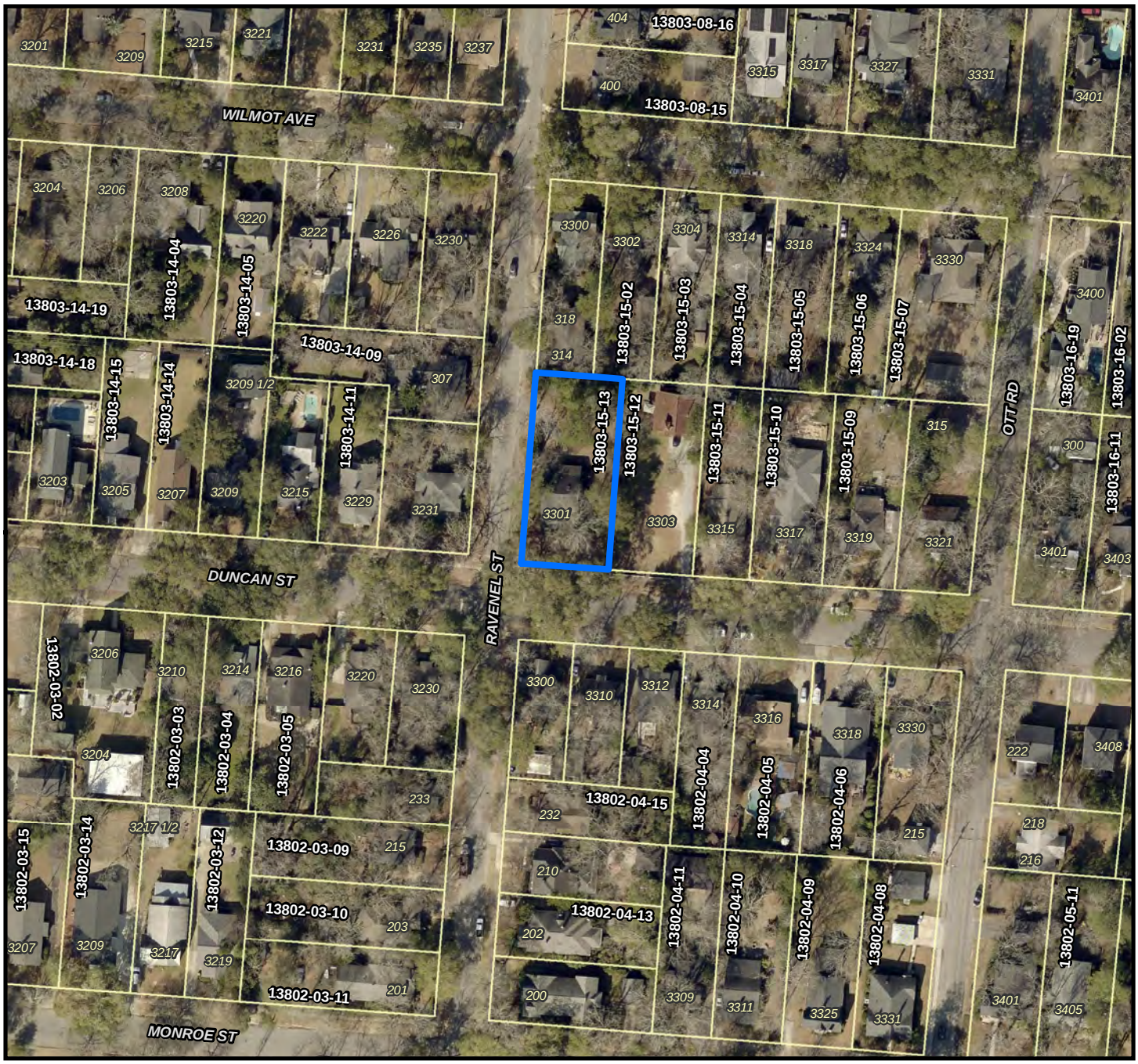
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11315-15-01	415 Woodrow St	RM-1	RSF-2
11311-09-13 to -16, -08 to -11	Wilmot/King	RM-1	RD
11311-10-01 to -17	Queen/Duncan	RM-1	RD

Map prepared by Planning & Development Services

Feet

0 110 220 440 660 880



UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13803-15-13	3301 Duncan	RSF-2	RSF-3

Map prepared by Planning & Development Services

0 55 110 220 330 440 Feet

N W E

UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13901-08-09 through -05	827-847 Adger	RM-1	RSF-1
13901-06-08 through -04	1117 through 1211 Adger	RM-1	RSF-1
13901-07-08 through -06	3319, 3321 & 3323 Devereaux	RM-1	RSF-3
13901-08-03	3320 Devereaux	RM-1	RSF-1
13901-06-10 & -09	3333 & 3339 Devereaux	RM-1	RSF-1
13901-08-04	3328 Devereaux	RM-1	RSF-1

Map-prepared by Planning & Development Services

0 80 160 320 480 640 Feet

UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13902-14-11	1301 Shirley	RM-1	RSF-2
13902-09-12 through -15	1300, 1304, 1308 &1310 Shirley	RM-1	RSF-2
13902-09-11 through -09	3011, 3015 & 3019 Bratton	RM-1	RSF-2
13902-09-08	1309 Butler	RM-1	RSF-2
13902-09-07	1315 Butler	RM-1	RSF-2
139202-14-19 & 10	1309 & 1315 Shirley	RM-1	RSF-2

Map prepared by Planning & Development Services

Feet

0 40 80 160 240 320

N W E

UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13802-13-11	123 S WALKER ST	RM-1	RD
13802-13-12	131 S WALKER ST	RM-1	RD
13802-13-10	119 S WALKER ST	RM-1	RD
13802-13-09	115 S WALKER ST	RM-1	RD

Map prepared by Planning & Development Services

Feet

0 45 90 180 270 360

UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13702-03-07	1305 HIBISCUS ST	RSF-3	RSF-2
13702-03-08	1309 HIBISCUS ST	RSF-3	RSF-2
13702-03-09	1315 HIBISCUS ST	RSF-3	RSF-2
13702-03-10	1319 HIBISCUS ST	RSF-3	RSF-2

Legend

CITY LIMITS

Map prepared by Planning & Development Services

Feet

0 45 90 180 270 360

N W E

UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13500-02-04, 13510-01-05, 13500-02-05, 13510-07-01, 13500-02-06, 13510-05-01 through -07, 13510-06-01 through -12, 13510-10-01 through -16, 13510-09-01 through -16, and 13510-08-01 through -09	Atlas/Bibleway PUD	PD	RM-2 and CAC

Map prepared by Planning & Development Services

Feet

0 220 440 880 1,320 1,760

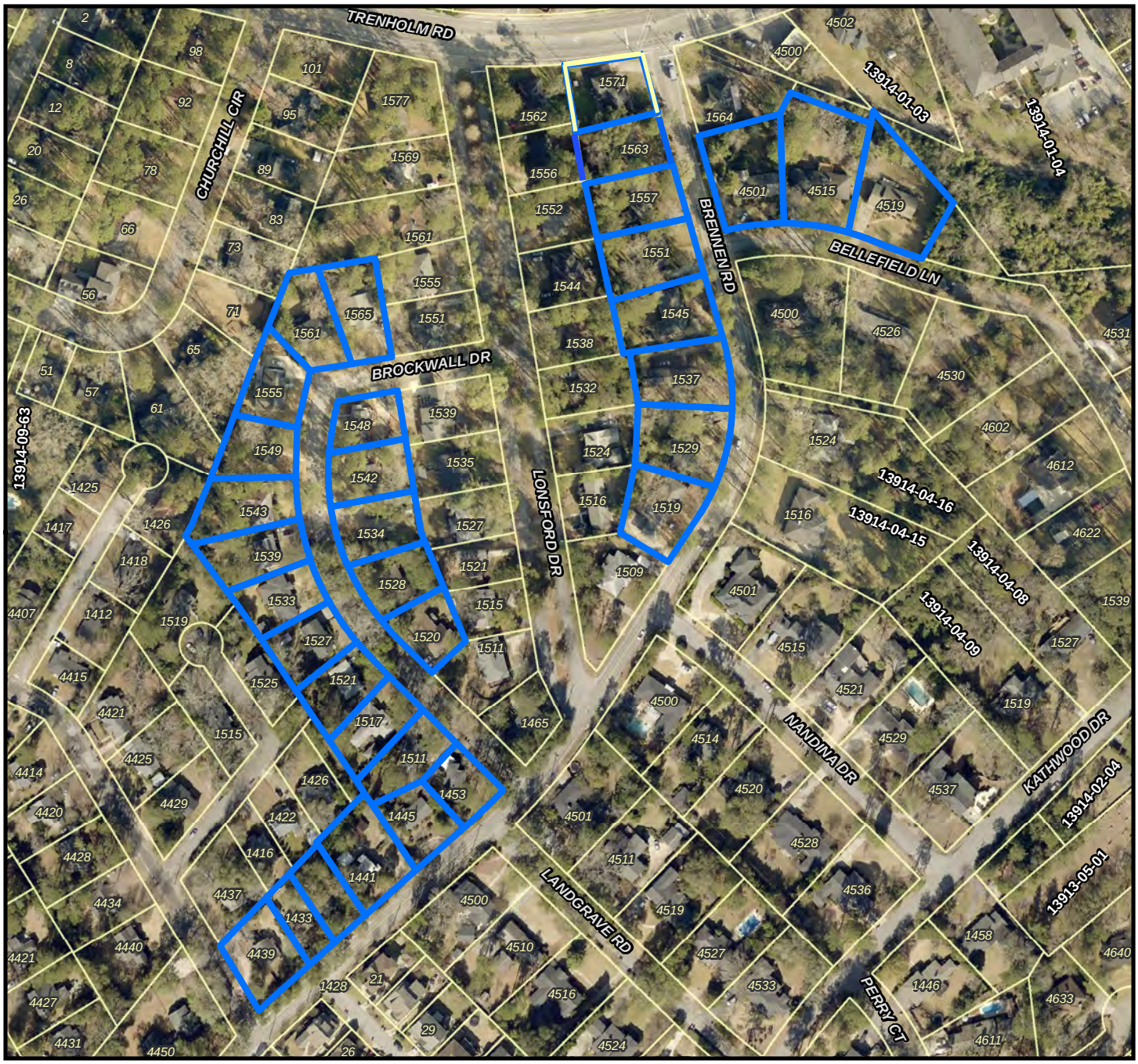
UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
11415-05-27	2822 Canterbury	RSF-1	RSF-2
11415-05-18, 17, 16 , 15, 14, & 13	Gervais and Sherwood	RSF-1	RSF-2

Map prepared by Planning & Development Services

Feet

0 40 80 160 240 320

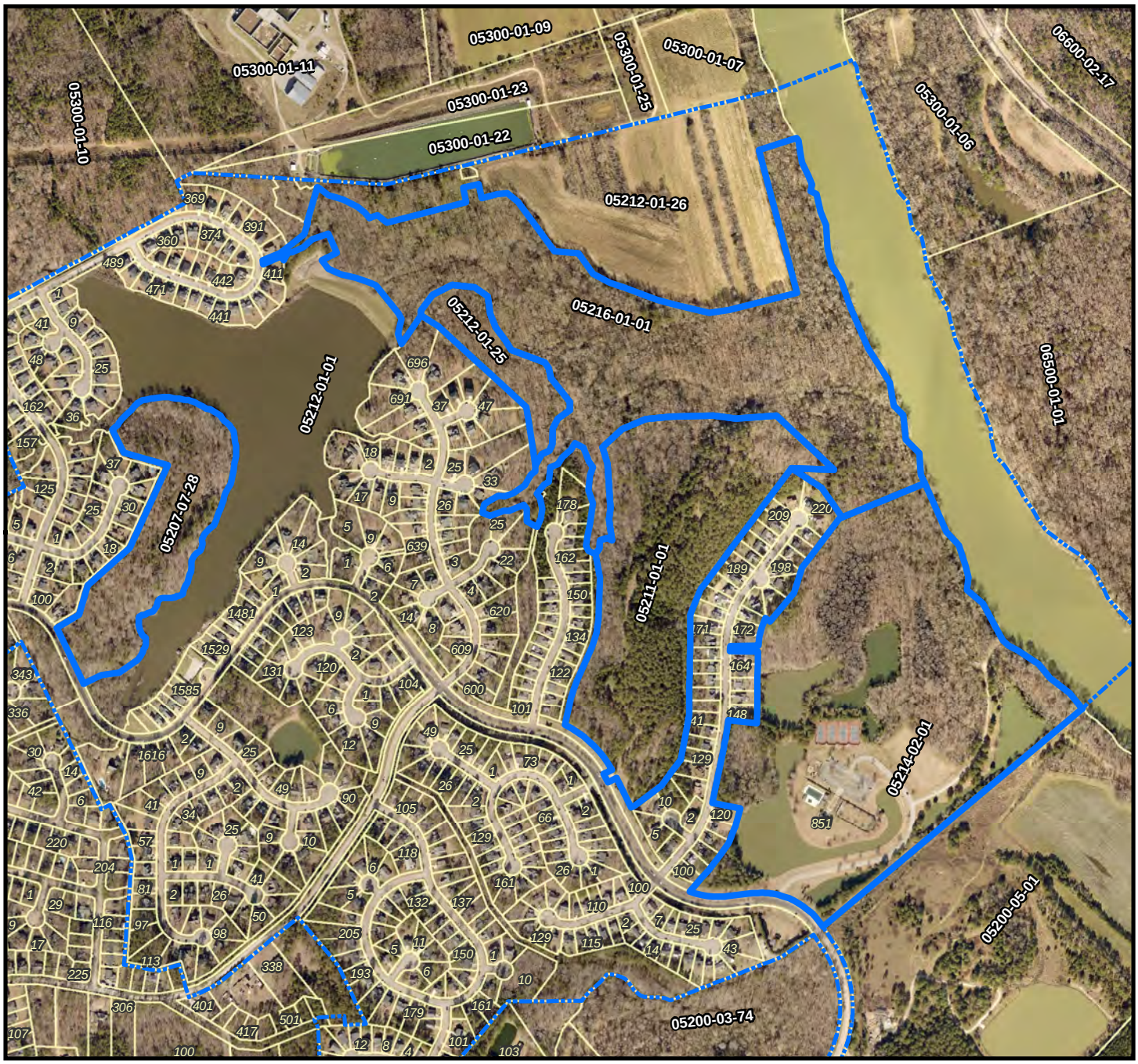


UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
13914-09-28 through -40	Brennen/Brockwall Dr	RM-1	RSF-2
13914-06-09 through -12 and 13914-06-01	Brockwall Dr	RM-1	RSF-2
13914-09-41 to -44	Brennen/Woodside Haven	RM-1	RSF-2
13914-05- 03, -04 to -09	Brennen	RM-1	RSF-1
13914-01-15 to -17	Bellefield Ln	RM-1	RSF-1

Map prepared by Planning & Development Services

0 90 180 360 540 720 Feet

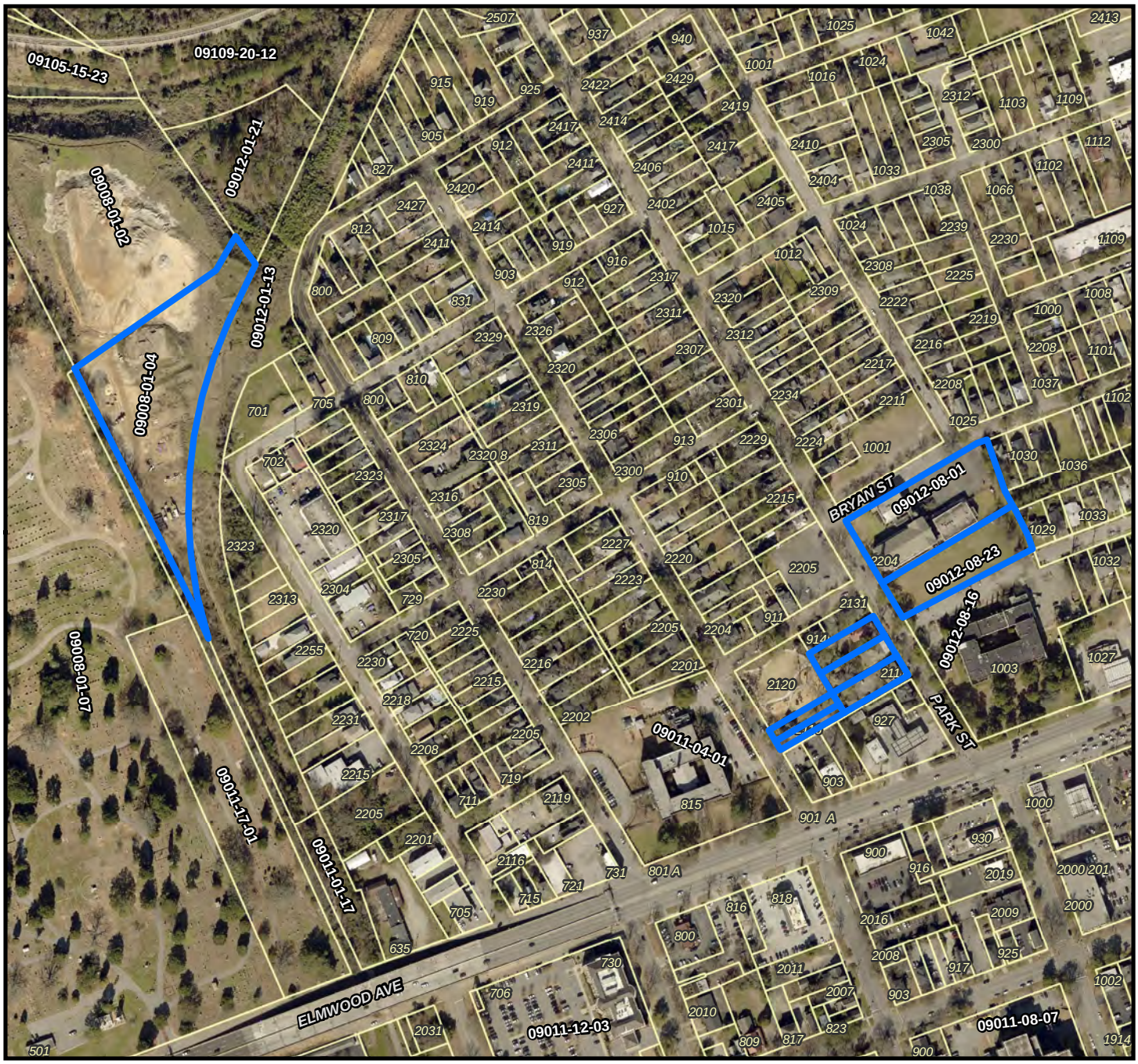


UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
05211-01-01	E/S Hollingshed Rd	LL-R	RSF-3
05214-02-01	851 Lost Creek Dr	LL-R	TC
05216-01-01	N/S Lost Creek Dr	LL-R	TC
05212-01-25		LL-R	TC
05207-07-28		RSF-3	LL-R

Map prepared by Planning & Development Services

0 320 640 1,280 1,920 2,560 Feet



UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
09008-01-04	631 Elmwood	MU-1	MU-2
09012-08-23	W/S Kinard Ct	MU-2	MU-1
09012-08-01	2202 Park St	RSF-3	MU-1
09011-05-06, -05, & -04, 09012-11-07 & 06	Park & Lincoln St	MU-2	MU-1

Map prepared by Planning & Development Services

0 155 310 620 930 1,240 Feet

UDO ZONING MAP REVISIONS

Address	From	To
Gregg Park	RM-2	~~RSF-3~~

Map prepared by Planning & Development Services

0 245 490 980 1,470 1,960 Feet

N W E

UDO ZONING MAP REVISIONS

Tax Map Number	Address	From	To
08912-13-08, -02,	Kline Site	CAC	PD

Map prepared by Planning & Development Services

Feet

0 110 220 440 660 880

N W E

UDO ZONING MAP REVISIONS

Address	From	To
Rochelle Heights	RSF-1	RSF-2

Map prepared by Planning & Development Services

0 137.5 275 550 825 1,100 Feet

ORDINANCE NO.: 2021-054

Amending the Official Zoning Map for the City of Columbia, Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina

WHEREAS, on June 15, 2021 the Mayor and City Council adopted Ordinance No.: 2021-001 effective as of August 30, 2021, the City of Columbia which repealed and replaced in its entirety the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina; and,

WHEREAS, as a result of staff review and public input, a number of changes and clerical corrections to the map have been recommended and presented to Planning Commission for adoption prior to the effective date of the map and text; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2021 that pages 3-82, 4-20, 4-25 and 4-27 adopted in the Official Zoning Map referenced in Section 17-1.7 of Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance of the 1998 Code of Ordinances of the City of Columbia, South Carolina by Ordinance No.: 2021-001 are hereby replaced with the attached pages.

A copy of the map without the proposed changes, which is incorporated herein by reference may be reviewed in electronic format at http://www.weplantogether.org/columbiareview. A hard copy of the map is available for inspection by appointment by contacting Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333.

This ordinance shall be effective as of August 30, 2021.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:
Final Reading:

DRAFT

CITY COUNCIL

July 20, 2021 at 2:00pm

Busby Street Community Center (1735 Busby Street), Columbia, SC, as well via Video Conferencing Technology

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE
Update Text

Proposal:	Amendments to the new Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance" adopted August 20, 2019 and effective August 30, 2021 updating text related to Wireless Communication Facilities, Private Dormitories, and the Airport Height Overlay.
Applicant:	Rachel Bailey, Zoning Administrator
Staff Recommendation:	Approval
PC Recommendation:	06/07/2021; Approval (8-0)
ZPH, 1st Reading:	07/20/2021; Pending
2nd Reading:	08/03/2021; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019. An effective date of August 30, 2021 is in place. Staff is proposing amendments to the adopted text to clarify and streamline sections and to conform with new federal regulations regarding wireless communication facilities.

The requested amendments are as follows:

1. Clean up language related to parking requirements for the "Private Dormitory" use
2. Remove special exception requirements for small cell wireless communication facilities on existing support structures
3. Prohibit the establishment of Household Living Uses outside of base residential zoning districts located within the Airport Safety Overlay District

A copy of the adopted code in its entirety can be found at www.weplantogether.org.

STAFF RECOMMENDATION

Staff recommends City Council to approve the request.

(iii) A minimum of ten percent of the CCRC's land area shall be devoted to outdoor open space, indoor or outdoor recreation facilities, and indoor or outdoor social-oriented amenities, including community centers. Such areas shall be located so as to be safely and conveniently accessible to CCRC residents.

(iv) Each outdoor area intended for active recreation shall have a minimum area of 5,000 square feet and minimum dimension of 50 feet.

(v) Each of the major component parts of the CCRC shall comply with the standards applicable to the principal use most closely representing component part, i.e. nursing care facility standards for the skilled nursing services components, residential care facility standards for residential care component, and single-family, two-family, and/or multifamily dwelling standards, as appropriate, for the independent living component.

2. Private Dormitory

(i) Private dormitories shall comply with the following standards:

(a) Not be located within 600 feet of:

(a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU-2 district; or

(b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.

(b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:

(a) Uses and activities that will occur in conjunction with the dormitory use;

(b) Hours and operation of non-residential services;

(c) Security plan including provisions for common and parking areas;

(d) Noise control;

(e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;

(f) Location of entrances and exits;

(g) Location and management of parking for residents and visitors;

(h) Location of amenities and their relationship and compatibility with adjacent uses.

(c) There shall not be more than one person occupying a bedroom;

(d) ~~A minimum of 0.25 parking spaces per bedroom shall be provided.~~ A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.

(e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;

(f) An on-site manager shall be on the premises 24 hours a day, seven days a week.

(g) Comply with any designated historic or design overlay district design guidelines.

(h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.

(ii) A variance from any of the provisions of this section is prohibited;

(iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

3. Residential Care Facility

If a residential care facility is proposed to be located in a new building or in an existing building that has not been used as a residential care facility within the previous 12 consecutive months, or if an expansion of an existing residential care facility is proposed, the residential care facility or expansion is only allowed as a special exception in accordance with Sec. 17-2.5(e), Special Exception Permit, and upon a finding that the following conditions have been met and made part of the special exception conditions of approval, in addition to the standards for special exceptions set forth in Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards:

(i) Licensing

The owner, operator, or manager shall verify that proper DHEC licensing requirements will be met prior to start of operation.

(ii) Loitering Control Program

The owner, operator, or manager shall verify that a loitering control program will be enforced.

(iii) Neighborhood Communication Program

The owner, operator, or manager shall provide written verification they provided local contact information to the adjoining neighborhood associations or businesses for the documentation of any problems they may have with current business practices that impact adjacent neighborhoods or businesses.

(iv) Business Plan

The owner, operator, or manager shall provide a written business plan that describes, at a minimum, the following:

(a) Number of residents;

(b) Uses and activities that will occur in conjunction with the use;

(c) Security plan;

(d) Provisions for transportation of residents to and from the facility; and

(e) Staffing information.

4. Rooming House or Boardinghouse

A rooming house or boardinghouse shall comply with the following standards:

(i) Rooms for living and sleeping shall:

(a) Not include individual kitchen facilities; and

(b) Be accessed by a common room or hallway, and shall not have individual access to the outside (except for emergency exits).

(2) Public, Civic, and Institutional Uses

a. Communication Uses

1. Wireless Communication Facilities (Cell Tower)

(i) Purpose

The purpose of this section is to ensure that residents, public safety operations, and businesses in the City have reliable access to wireless telecommunications networks and state-of-the-art communications services while also ensuring that the placement of these facilities preserves the intrinsic aesthetic character of the community and is accomplished in accordance with the standards of this section, this Ordinance, and all other applicable provisions of the Code of Ordinances. Any person or company, including those holding franchises granted by the City, must comply with this section when erecting new wireless-communication facilities or

adding on to existing facilities. This section applies to towers, and all other wireless communication facilities, and applies to facilities that are or will be located on the public streets, public property, right-of-ways, or on private property. This Section is meant to be consistent with Section 704 of the Telecommunications Act of 1996, Section 6409(a) of the Spectrum Act, and the FCC's interpretations of those Acts.

(ii) Applicability

Any person or company, including those holding franchises granted by the City, must receive approval in accordance with this standards and procedures of this section and Article 2: Administration, before constructing a wireless communication facility (WCF), adding on to existing structures, or otherwise modifying an existing wireless tower or base station.

(iii) Staff Review

(a) Generally

(a) Prior to any construction, addition, or modification requiring "Zoning Administrator" review in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, a Zoning Permit in accordance with Sec. 17-2.5(q), Zoning Permit, is required.

(b) The Zoning Administrator shall review and make decisions on zoning permit applications for antennas, collocations, certain WCFs, minor modifications to existing structures, and applications for carriers on wheels (COWs) not to last more than 120 days, in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure. Except for eligible facilities requests, which shall be approved by the Zoning Administrator in accordance with Sec. 17-4.2(c)(2)a.1(iii)(b), Eligible Facilities Request, the Zoning Administrator's decision shall be in accordance Sec. 17-4.2(c)(2)a.1(v), Standards for Approval by Zoning Administrator.

(c) If a special exception is required in accordance with Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, or if the Zoning Administrator determines that the character or size of proposed antennas, collocations, certain WCFs, or minor modifications should require further approval, the

Zoning Administrator shall forward the application to the Board of Zoning Appeals. The Board of Zoning Appeals shall review and make a decision on the application in accordance with Sec. 17-2.5(e), Special Exception Permit, and Sec. 17-4.2(c)(2)a.1(vi), Standards for Approval by Board of Zoning Appeals.

(b) Eligible Facilities Request

The Zoning Administrator shall approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station, in accordance with Sec. 17-2.5(q), Zoning Permit.

(a) For purposes of this Subsection, a "substantial change" is a modification that substantially changes the physical dimensions of a tower or base station and that meets any of the following criteria:

I. For towers outside of public rights-of-way, an increase in the height of the tower by more than 10 percent, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater. For those towers in the rights-of-way and for all base stations, an increase in the height of the tower or base station by more than 10 percent or 10 feet, whichever is greater;

II. For towers outside of public rights-of-way, a modification that protrudes from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater. For those towers in the rights-of-way and for all base stations, a modification that protrudes from the edge of the structure more than six feet;

III. A modification that involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;

IV. A modification that entails any excavation or deployment outside the current site of the tower or base station;

V. A modification that would defeat the existing concealment elements of the tower or base station; or

VI. A modification that does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding "substantial change" thresholds identified above.

(b) For purposes of evaluating whether a modification is a "substantial change," the changes in height resulting from a modification should be measured from the original support structure in cases where the deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act on February 22, 2012.

(c) If the Zoning Administrator determines that the application presents a substantial change or is otherwise not covered by Section 6409(a) of the Spectrum Act, the application shall be reviewed and decided as an application that is not an eligible facilities request in accordance with Sec. 17-4.2(c)(2)a.1(iii)(a), above.

(d) Notwithstanding the provisions of this section, the City may continue to enforce and condition approval on compliance with generally applicable building, structural, electrical, and other applicable safety codes, and with other laws codifying objective standards reasonably related to health and safety.

(iv) General Wireless Communication Facility (WCF) Standards

(a) WCFs may be located in accordance with, and built to a height outlined in Table 17-4.2(c)(2)a.1: Permissibility of and Bulk Requirements for Wireless Communication Facilities According to Support Structure, and any other applicable subsection.

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

Support Structure	Zoning Districts	Permitted/Type of Review	Maximum Height (in feet)	Minimum Setback from Residential Districts [1] (in feet)	Minimum Setback from Public ROW [2] (in feet)
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225' [3]	500'	1' for every 1' of structure height
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Not permitted	N/A		
	O-I, GC, RAC	Special exception	180'	300'	50'
	DAC, MC, NAC, CAC	Zoning Administrator	225'	300'	0'
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225'	300'	0'
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
3. New LOW-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Special exception [4]	60'	District minimum yard setback [6]	District minimum yard setback [6]
	MU-1, RM-2, MU-2	Special exception [4]	80'		
	O-I, GC, RAC	Special exception [4]	100' [5]		
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Special exception [4]	180'	300'	District minimum yard setback [6]
	O-I, GC, RAC	Special exception [4]		150' [7]	
	DAC, MC, NAC, CAC			150'	
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC			150'	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
5. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure	N/A	0'

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

Support Structure	Zoning Districts	Permitted/Type of Review	Maximum Height (in feet)	Minimum Setback from Residential Districts [1] (in feet)	Minimum Setback from Public ROW [2] (in feet)
< 40' high and increase or add height < 10'	MU-1, RM-2, MU-2	Zoning Administrator	< 10' above height of existing structure		
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
6. Existing structure > 40' high and increase or add height < 10'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure < 10' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2				
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
7. Existing structure < 40' High and Increase or Add Height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator	Support structure < 20' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
8. Existing structure > 40' high and increase or add height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure < 20' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator			
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
9. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

Support Structure	Zoning Districts	Permitted/Type of Review	Maximum Height (in feet)	Minimum Setback from Residential Districts [1] (in feet)	Minimum Setback from Public ROW [2] (in feet)
< 40' high and increase or add height > 20'	O-I, GC, RAC	Zoning Administrator	Support structure < 1 times the height of existing structure	N/A	0'
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
10. Existing structure > 40' High and Increase or Add Height > 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator	Support structure < 40' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

NOTES:

[1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1, RM-2, MU-1, and MU-2 districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.

[2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.

[3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.

[4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.

[5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.

[6] See Article 3: Zoning Districts.

[7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-1 districts.

(b) Where a new communication tower or a new stealth WCF would be "visible" from property listed within the National Register of Historic Places, the South Carolina State Historic Preservation Officer shall issue a letter stating that the design would have no adverse effect before the Zoning Administrator shall issue a Zoning Permit. Where a new communication tower or a new stealth WCF would be "visible" from property listed within a locally designated architectural conservation district, historic commercial district, a local individual landmark, or landmark district, staff

must review and approve the design of the structure. To determine whether or not a proposed WCF would be "visible" as the term is used above, a line of site six feet above grade from the property line of any property that would be within a 1,000-foot radius from the proposed WCF shall be applied. Stealth WCFs are considered visible in totality even though the associated wireless communication antenna and/or equipment building or cabinet may not be easily discernible.

(c) Eight-foot-high fencing shall be provided around any communication tower and associated equipment building or cabinet. Concertina wire, barbed wire, or other similar security devices are expressly prohibited unless the devices are screened entirely with year-round landscaping that achieves the required screening at the time the landscaping is installed.

(d) Around the base of any communication tower, outside the fencing, at least one row of evergreen shrubs forming a continuous hedge at least five feet in height shall be provided, with individual plantings spaced not more than five feet apart. Additional landscaping, including that associated with off-street parking, is to be provided as required by all other relevant provisions of this article.

(e) WCFs shall be illuminated only to the extent required by applicable State or federal law or regulation.

(f) No signage is permitted, except:

(a) As required by applicable State or federal law or regulation; or

(b) As required by standard industry practice for the purpose of identification, warning, emergency function or contact; and

(c) Stealth WCFs that serve as or provide a public amenity may have up to six square feet of signage.

(g) WCF and equipment that is no longer used for communication purposes shall be removed within 120 days of the date it is taken out of service.

(h) New communication towers shall be light gray, except as otherwise required by applicable State or federal law or regulation.

(i) A new communication tower, a new stealth communication WCF, or the support structure necessary to increase the height of an existing structure by more than 20 feet shall be designed such that, in the event the WCF fails structurally, it

would not fall within a public right of way. The Zoning Administrator shall not issue a Zoning Permit for the support structures listed within this subsection until such time the applicant provides a signed letter from a registered professional structural engineer certifying that the proposed WCF is designed to comply with the standards of this subsection.

(j) Any WCF permitted in the public right-of-way shall be relocated at the expense of the WCF's owner in the event relocation is required due to roadway or utility improvements.

(k) Nothing in this section abrogates the City's discretion to deny the use of City property or right-of-ways. The City, in its proprietary capacity, retains the discretion to reject or allow such use.

(l) Notwithstanding Article 7: Nonconformities, a WCF proposed upon an existing structure permitted in accordance with Table 17-4.2(c)(2)a.1 shall not be construed to expand or otherwise exacerbate an existing nonconformity.

(m) No variance to the requirements of this section shall be granted by Board of Zoning Appeals.

(n) An existing utility pole located in the right-of-way may be replaced with a new pole of substantially similar height and placement if it provides better structural support or furthers the specific design and/or esthetic efforts of the City.

(v) Standards for Approval by Zoning Administrator

The Zoning Administrator shall approve a proposed WCF on finding all of the following:

(a) The proposed WCF complies with the standards in Sec. 17-4.2(c)(2)a.1(iv), General Wireless Communication Facility (WCF) Standards; and

(b) The proposed WCF:

(a) Emulates an architectural or landscape feature typical of, or appropriate to, the surrounding area;

(b) Respects and, to the extent possible, compliments the style, height, bulk mass, material, and color of existing buildings, structures, vegetation, or uses within the surrounding area;

(c) Preserves existing vegetation;

(d) Preserves scenic view sheds;

(e) Respects existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point;

(f) Conceals conduit internally and streamlines antenna and equipment;

(g) Matches the color of the antenna and equipment with existing poles, buildings, and background; and

(h) Uses decorative metal or fiberglass supports consistent with the redevelopment or aesthetics effort of the area.

(vi) Standards for Approval by Board of Zoning Appeals

In addition to finding the proposed WCF complies with the standards in Sec. 17-2.5(e)(4), Special Exception Permit Decision Standards, the Board of Zoning Appeals shall approve a proposed WCF that requires a special exception upon finding it also complies with the following:

(a) The standards in Sec. 17-4.2(c)(2)a.1(iv), General Wireless Communication Facility (WCF) Standards; and

(b) The proposed WCF would not:

(a) Endanger the safety of residents, employees, or travelers;

(b) Likely result in structural failure;

(c) Be located where it would substantially detract from aesthetics and neighborhood character or impair the use of neighboring properties; and

(d) Be located within 1,000 feet of another communication tower;

(c) The proposed user has attempted to co-locate upon existing WCFs;

(d) The proposed user will allow other users to co-locate upon the WCF in the future subject to the engineering capabilities of the structure; and

(e) If the proposed WCF is a stealth WCF or an existing WCF upon an existing structure identified in Table 17-4.2(c)(2)a.1 as being subject to this Subsection:

(a) The proposed WCF would emulate an architectural or landscape feature typical of, or appropriate to, the surrounding area;

(b) The proposed WCF would respect, and to the extent possible compliment, the style, height, bulk, mass,

materials, and color of existing buildings, structures, vegetation or uses within the surrounding area;

(c) The proposed WCF would preserve existing vegetation;

(d) The proposed WCF would preserve scenic view sheds; and

(e) The proposed WCF would respect existing topography, including minimizing the extent to which the proposed WCF would be a dominant feature upon a hill, crest, ridgeline or other topographical high point.

b. Community Service Uses

1. Day Care Facility

Day care facilities shall comply with the following standards:

(i) Day Care facilities permitted as a principal use shall comply with the South Carolina Department of Social Services Regulations for the licensing of Child Care Centers.

(ii) Locate outdoor play equipment no closer than 20 feet to any residential lot line.

2. Place of Worship

The City Council may grant modifications of the standards applicable to a place of worship on finding that the modification is necessary to eliminate a substantial burden on religious practice, as guaranteed by the federal Religious Land Use and Institutionalized Persons Act (RLUIPA) of 2000 (42 U.S.C. § 2000 et seq.). In doing so, the Council may impose conditions consistent with RLUIPA that will substantially secure the objectives of the modified standard and substantially mitigate any potential adverse impact on the environment or adjacent development.

c. Parks and Open Space

1. Park or Greenway

A park or greenway shall comply with the following standards:

(i) All structures and activity areas, including but not limited to outdoor amphitheaters, ball fields, basketball and tennis courts, swimming pools, play grounds, and parking or unloading areas, shall be located a minimum of 50 feet from any residential structure;

(ii) Height of all structures, including lights, shall not exceed the height limit of the zoning district in which the park or greenway is located; and

(iii) Service of food and beverages is permitted but shall be limited to service that is incidental to the primary activity of the facility.

UDO TEXT AMENDMENT

Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts (c) OV-A: Airport Safety Overlay District

(a) OV-A: Airport Safety Overlay District

(1) Purpose

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards

a. Maximum Height

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.
2. Any use categorized as Group Living in Table 17-4.2(B)(4).
3. Establishment of Household Living Uses outside of a Residential Base Zoning District

c. Public Notification Requirements

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: “This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City’s Airport Safety Overlay District regulations.”
2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Article 3: Zoning Districts Sec. 17-3.7. Overlay Districts (c) OV-A: Airport Safety Overlay District

(a) OV-A: Airport Safety Overlay District

(1) Purpose

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards

a. Maximum Height

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.

2. Any use categorized as Group Living in Table 17-4.2(B)(4).

3. Establishment of Household Living Uses outside of a Residential Base Zoning District

c. Public Notification Requirements

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: “This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City’s Airport Safety Overlay District regulations.”

2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Article 4: Use Regulations Sec. 17-4.2. Principal Uses (c)(1)b.2. Standards for Specific Principle Uses, Residential Uses, Group Living Uses, Private Dormitory

2. Private Dormitory

(i) Private dormitories shall comply with the following standards:

(a) Not be located within 600 feet of:

(a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU2 district; or

(b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.

(b) Have a maximum density of 150 bedrooms per acre; however the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:

(a) Uses and activities that will occur in conjunction with the dormitory use;

(b) Hours and operation of non-residential services;

(c) Security plan including provisions for common and parking areas;

(d) Noise control;

(e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;

(f) Location of entrances and exits;

(g) Location and management of parking for residents and visitors;

(h) Location of amenities and their relationship and compatibility with adjacent uses.

(c) There shall not be more than one person occupying a bedroom;

(d) ~~A minimum of 0.25 parking spaces per bedroom shall be provided.~~ A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.

(e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;

(f) An on-site manager shall be on the premises 24 hours a day, seven days a week.

(g) Comply with any designated historic or design overlay district design guidelines.

(h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.

(ii) A variance from any of the provisions of this section is prohibited;

(iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

Article 4: Use Regulations Sec. 17-4.2. Principal Uses (c)(2) Standards for Specific Principle Uses, Public, Civic, and Institutional Uses- Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE					
SUPPORT STRUCTURE	**ZONING DISTRICTS**	**PERMITTED/TYPE OF REVIEW**	**MAXIMUM HEIGHT (IN FEET)**	**MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)**	**MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)**
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225' [3]	500'	1' for every 1' of structure height
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Not permitted	N/A		
	O-I, GC, RAC	Special exception	180'	300'	50'
	DAC, MC, NAC, CAC	Zoning Administrator	225'	300'	0'
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC	Zoning Administrator	225'	300'	0'
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
3. New LOW-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Special exception [4]	60'	District minimum yard setback [6]	District minimum yard setback [6]
	MU-1, RM-2, MU-2	Special exception [4]	80'		
	O-I, GC, RAC	Special exception [4]	100' [5]		
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Special exception [4]	180'	300'	District minimum yard setback [6]
	O-I, GC, RAC	Special exception [4]		150' [7]	
	DAC, MC, NAC, CAC			150'	
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC			150'	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
5. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator	Support structure	N/A	0'

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE					
SUPPORT STRUCTURE	**ZONING DISTRICTS**	**PERMITTED/TYPE OF REVIEW**	**MAXIMUM HEIGHT (IN FEET)**	**MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)**	**MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)**
< 40' high and increase or add height < 10'	MU-1, RM-2, MU-2	Zoning Administrator ~~Special Exception [4]~~	< 10' above height of existing structure		
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
6. Existing structure > 40' high and increase or add height < 10'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator ~~for co-location upon existing communication towers and no increase to height of tower; otherwise special exception~~	Support structure < 10' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2				
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
7. Existing structure < 40' High and Increase or Add Height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator ~~Special Exception [4]~~	Support structure < 20' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator ~~Special Exception~~			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

8. Existing structure > 40' high and increase or add height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator ~~Special Exception [4]~~	Support structure < 20' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator ~~Special Exception [4]~~			
	O-I, GC, RAC	Zoning Administrator ~~Special Exception [4]~~			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
9. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40' high and increase or add height > 20'	O-I, GC, RAC	Zoning Administrator ~~Special Exception [4]~~	Support structure < 1 times the height of existing structure	N/A	0'
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
10. Existing structure > 40' High and Increase or Add Height > 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator ~~Special Exception [4]~~	Support structure < 40' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator ~~Special Exception~~			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

NOTES:

[1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1, RM-2, MU-1, and MU-2 districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.

[2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.

[3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.

[4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.

[5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.

[6] See Article 3: Zoning Districts.

[7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-1 districts.

ORDINANCE NO.: 2021-062

Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2021, that The Unified Ordinance of the City of Columbia, South Carolina, Article 3: Zoning Districts, Sec. 17-3.7 Overlay Districts, (c) OV-A: Airport Safety Overlay District and Article 4: Use Regulations, Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses (1) Residential Uses, b. Group Living Uses, 2. Private Dormitory, and Table 17-4.2(C)(2)A.1: Permissibility of Bulk Requirement for Wireless Communication Facilities According to Support Structure are amended to read as follows:

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(c) OV-A: Airport Safety Overlay District

(1) Purpose

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

(2) Applicability

The standards and requirements in this section apply to development located in the OV-A District, in addition to base zoning district standards. In instances where there is a conflict between the standards in this district and the base district, the standards in the OV-A District shall control.

(3) Modifications of Otherwise Applicable Development Standards

a. Maximum Height

No structure or tree within the OV-A shall be erected, altered, allowed to grow, or maintained to a height in excess of 35 feet.

b. Prohibited Uses

The following uses are prohibited within the OV-A District:

1. Conversion of non-residential uses for residential purposes.

2. Any use categorized as Group Living in Table 17-4.2(B)(4).

3. Establishment of Household Living Uses outside of a Residential Base Zoning District

c. Public Notification Requirements

Public disclosure regarding proximity to the airport and potential aircraft operation and noise impacts shall be required in accordance with this Subsection for newly created lots within a subdivision plat when such lots are located within the OV-A district.

1. The following statement shall be recorded on all newly created residential lots: "This property is located within the Airport Safety Overlay District and is subject to aircraft operations and aircraft noise. Please contact the City of Columbia Zoning Division for more information on potential impacts and to review the City's Airport Safety Overlay District regulations."

2. In addition, the subdivision owner shall provide public notice regarding proximity to the airport and potential aircraft operation and noise impacts to all prospective purchasers through a written disclosure statement.

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(c) Standards for Specific Principle Uses

(1) Residential Uses

b. Group Living Uses

2. Private Dormitory

(i) Private dormitories shall comply with the following standards:

(a) Not be located within 600 feet of:

(a) A RSF-1, RSF-2, RSF-3, RD, RD-MV, MU-1, RM-2, or MU2 district; or

(b) A Planned Development district where the majority of the dwelling units are detached single- or two-family dwellings.

(b) Have a maximum density of 150 bedrooms per acre; however, the Board of Zoning Appeals may grant a Special Exception Permit in accordance with Sec. 17-2.5(e), Special Exception Permit, to exceed this density. The Board of Zoning Appeals shall not grant such a Special Exception Permit if the application does not include an operation and management plan that describes, at a minimum, the following:

(a) Uses and activities that will occur in conjunction with the dormitory use;

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(b) Hours and operation of non-residential services;
(c) Security plan including provisions for common and parking areas;
(d) Noise control;
(e) Provisions for transportation including location for loading/unloading of shuttles or buses, if applicable;
(f) Location of entrances and exits;
(g) Location and management of parking for residents and visitors;
(h) Location of amenities and their relationship and compatibility with adjacent uses.

(c) There shall not be more than one person occupying a bedroom;
(d) ~~A minimum of 0.25 parking spaces per bedroom shall be provided.~~ A minimum of 75 percent of required bicycle parking in all districts shall be located in an enclosed and secured area.
(e) Sidewalks that are a minimum of five feet in width shall be provided along all streets;
(f) An on-site manager shall be on the premises 24 hours a day, seven days a week.
(g) Comply with any designated historic or design overlay district design guidelines.
(h) A private dormitory within the DAC or MC district shall not have more than 60 percent of the total number of dwelling units designed for occupancy by more than three unrelated adults.
(ii) A variance from any of the provisions of this section is prohibited;
(iii) Private dormitories are not allowed within Planned Development (PD) districts, except for parcels located within the Bull Street Planned Unit Development, which are subject only to sections (i)(a)(a), (i)(c), and (i)(f) above.

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TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
1. New guy-wire communication tower or new lattice communication tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A		
	MU-1, RM-2, MU-2				
	O-I, GC, RAC				
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,	Zoning Administrator	225’ [3]	500’	1’ for every 1’ of structure height
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
2. New Monopole Communication Tower	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A		
	MU-1, RM-2, MU-2	Not permitted	N/A		
	O-I, GC, RAC	Special exception	180’	300’	50’
	DAC, MC, NAC, CAC	Zoning Administrator	225’	300’	0’
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,	Zoning Administrator	225’	300’	0’
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	Not permitted	N/A		
3. New LOW- PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Special exception [4]	60’	District minimum yard setback [6]	District minimum yard setback [6]
	MU-1, RM-2, MU-2	Special exception [4]	80’		
	O-I, GC, RAC	Special exception [4]	100’ [5]		
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
4. New HIGH-PROFILE stealth wireless communication facility (aka cell tower)	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Not permitted	N/A		
	MU-1, RM-2, MU-2	Special exception [4]	180’	300’	District minimum yard setback [6]
	O-I, GC, RAC	Special exception [4]		150’ [7]	
	DAC, MC, NAC, CAC			150’	
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,			150’	
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
5. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-	Zoning Administrator	Support structure	N/A	0’

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TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE					
SUPPORT STRUCTURE	**ZONING DISTRICTS**	**PERMITTED/TYPE OF REVIEW**	**MAXIMUM HEIGHT (IN FEET)**	**MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)**	**MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)**
< 40' high and increase or add height < 10'	MU-1, RM-2, MU-2	Zoning Administrator ~~Special Exception [4]~~	< 10' above height of existing structure		
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
6. Existing structure > 40' high and increase or add height < 10'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator ~~for co-location upon existing communication towers and no increase to height of tower; otherwise special exception~~	Support structure < 10' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2				
	O-I, GC, RAC	Zoning Administrator			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
7. Existing structure < 40' High and Increase or Add Height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator ~~Special Exception [4]~~	Support structure < 20' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator ~~Special Exception~~			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U, EC				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

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8. Existing structure > 40' high and increase or add height > 10' and < 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Zoning Administrator ~~Special Exception [4]~~	Support structure < 20' above height of existing structure	N/A	0'
	MU-1, RM-2, MU-2	Zoning Administrator ~~Special Exception [4]~~			
	O-I, GC, RAC	Zoning Administrator ~~Special Exception [4]~~			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
9. Existing structure	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2				

TABLE 17-4.2(C)(2)A.1: PERMISSIBILITY OF BULK REQUIREMENT FOR WIRELESS COMMUNICATION FACILITIES ACCORDING TO SUPPORT STRUCTURE

SUPPORT STRUCTURE	ZONING DISTRICTS	PERMITTED/TYPE OF REVIEW	MAXIMUM HEIGHT (IN FEET)	MINIMUM SETBACK FROM RESIDENTIAL DISTRICTS [1] (IN FEET)	MINIMUM SETBACK FROM PUBLIC ROW [2] (IN FEET)
< 40' high and increase or add height > 20'	O-I, GC, RAC	Zoning Administrator ~~Special Exception [4]~~	Support structure < 1 times the height of existing structure	N/A	0'
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			
10. Existing structure > 40' High and Increase or Add Height > 20'	LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1	Not permitted	N/A		
	MU-1, RM-2, MU-2	Zoning Administrator ~~Special Exception [4]~~	Support structure < 40' above height of existing structure	N/A	0'
	O-I, GC, RAC	Zoning Administrator ~~Special Exception~~			
	DAC, MC, NAC, CAC				
	LI, HI, INS-GEN, INS-U/M, INS-ZOO, INS-T/U,				
	OV-CC, OV-ID, OV-5P, OV-NMC, OV-HP	As permitted above with staff review subject all requirements of this Section.			

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NOTES:
[1] Includes the LL-R, RSF-1, RSF-2, RSF-3, RD, RD-MV, RM-1, RM-2, MU-1, and MU-2 districts, PUDs that are principally residential, and property zoned similarly within Richland or Lexington Counties.
[2] A letter from a registered professional structural engineer may be required in accordance with Sec. 17-4.2(c)(2)a.1(iv)(i) below.
[3] A new guy-wire communication tower or new lattice communication tower having a height of between 225 feet and 300 feet may be only be approved as a special exception.
[4] Subject to Sec. 17-4.2(c)(2)a.1(vi)(e) below.
[5] Height may be increased by 30 feet only where the applicant demonstrates to the Board of Zoning Appeals that the additional height is necessary to accommodate the collocation and that the structure is designated and engineered to accommodate additional WCFs.
[6] See Article 3: Zoning Districts.
[7] A 300' minimum setback is required from the RSF-1, RSF-2, RSF-3, RD, RD-MV, and RM-1 districts.

A copy of the " The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019" is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at http://www.weplantogether.org.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

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LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-031

Establishing the City Center Business Improvement District

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2021, that the City Center Business Improvement District is hereby established as follows:

Section 1. Pursuant to the authority granted by the South Carolina General Assembly in South Carolina Code §5-37-10, et. seq, there is hereby established a municipal improvement district to be known as the City Center Business Improvement District (hereinafter "BID").

Section 2. Findings of Fact

Columbia City Council finds that (i) improvements would be beneficial within the BID; (ii) the improvements would preserve and increase property values within the district; (iii) in the absence of improvements, property values within the area will be likely to depreciate and that the proposed improvements will be likely to encourage development in the BID; (iv) the general welfare and tax base of the City will be maintained or improved by creation of the BID; and (v) it is fair and equitable to finance the improvements by an assessment upon the real property within the district.

Section 3. District Boundaries

The BID shall include all properties within a boundary of:

The Western boundary is: the western property line of property on the West side of Assembly Street from Elmwood Avenue to Gervais Street.

The Northern boundary is: the northern property line of property on the South side of Elmwood Avenue from Assembly Street to Marion Street.

The Eastern boundary is: the eastern property line of property on the East side of Marion Street from Elmwood Avenue to Gervais Street.

The Southern boundary is: the southern property line of property on the North side of Gervais Street from Assembly Street to Marion Street.

The District is more fully depicted on the attached map, Exhibit "A".

Section 4. Adoption of Improvement Plan

The Improvement Plan for the City Center Improvement District Revised March 5, 2021 (the "IMPROVEMENT PLAN"), a copy of which is attached hereto and made a part hereof by reference as Exhibit "B", is hereby adopted.

Section 5. Assessments Imposed

An initial annual assessment equal to .001844 per dollar of the fair market value (as established by the Richland County Assessor) of each parcel is hereby imposed for the purpose of funding the services and improvements contemplated by the Improvement Plan. In addition, all properties subject to assessment which abut Main Street shall be subject to an additional assessment of Four and 01/100 ($4.01) Dollars per front footage on Main Street.

Section 6. Baseline of Services

No services provided by the City within the District shall be terminated as a result of the enactment of this ordinance. There shall be no reduction in the level of any service provided by the City within the District as a result of the enactment hereof.

Section 7. Termination of Assessments

The district hereby created and the assessments hereby imposed shall terminate on December 31, 2031, or upon the adoption of an ordinance otherwise terminating the district, whichever shall first occur.

Section 8. Modification of Assessments

The rates of assessment may be adjusted annually, as set forth in Section 7 of the Improvement Plan.

Section 9. Contracts for Management

Contracts for the management and oversight for the delivery of services to the BID are hereby authorized. The City Manager is authorized to execute such contract upon approval by City Council.

This ordinance is effective as of the eighth (8th) day after publication in The State newspaper.

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

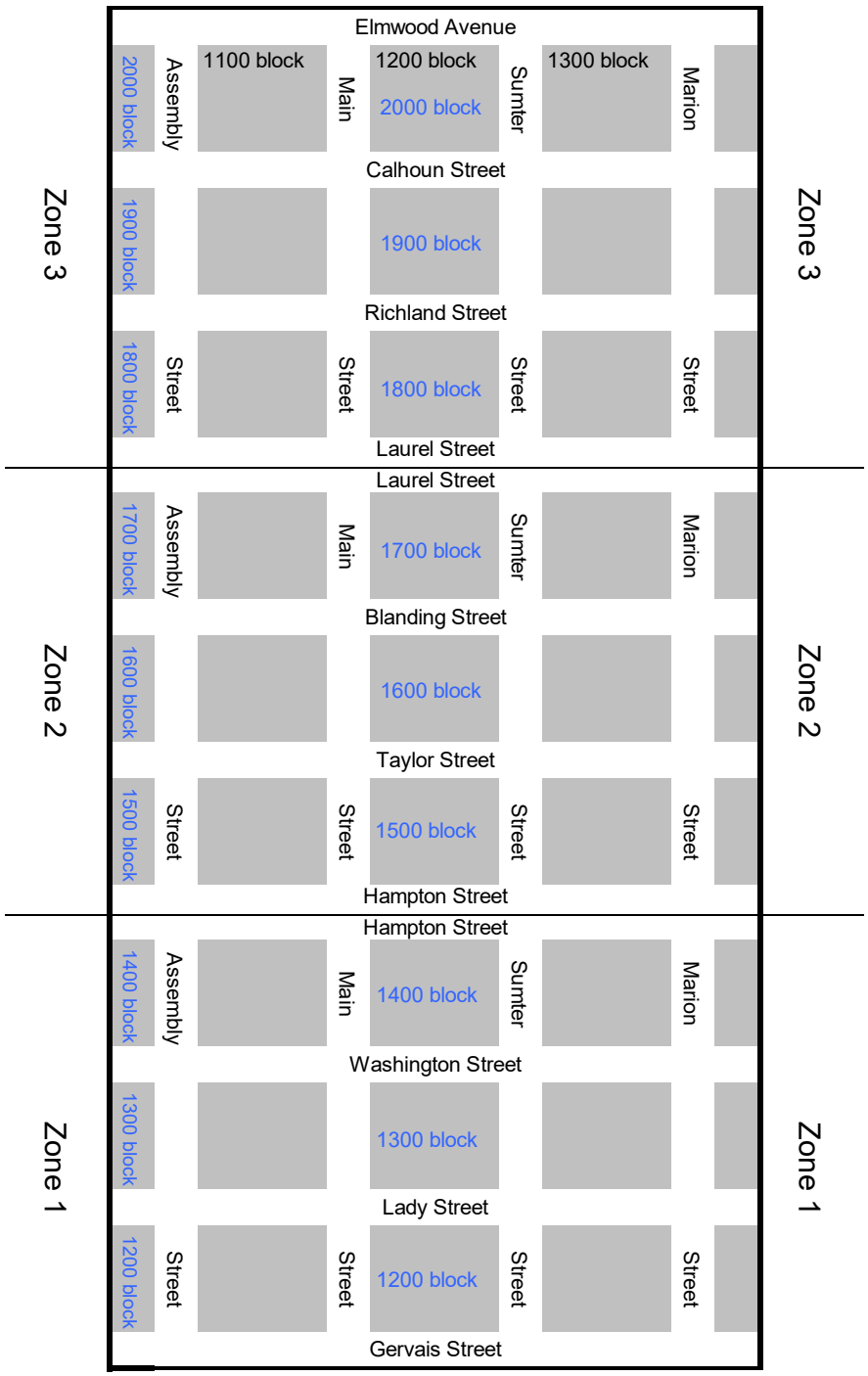
City Clerk

Public Hearing:
Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

EXHIBIT “A”

Yrs: 2012-2021
City Center Partnership, Inc.
Business Improvement District Grid



T:\CITY COUNCIL\IMPROVEMENT DISTRICTS (BIDS)\City Center BID\2021\BIDgridmap.xls

EXHIBIT “B”

Improvement Plan
City Center
Business Improvement District
Columbia, SC

Prepared pursuant to the State of South Carolina
Municipal Improvement Act
To reauthorize an improvement district in
Downtown Columbia

FINAL 2021

REVISED MARCH 5, 2021

Improvement Plan
City Center Improvement District
Columbia, South Carolina

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Exhibit One **BID Map**

Section 1

Why Reauthorize a Business Improvement District for Downtown Columbia?

Since the establishment of Columbia's downtown Business Improvement District (aka the Main Street District or MSD) 20 years ago, countless property owners, businesses, individuals, and city leaders have worked on the revitalization of downtown and particularly - South Carolina's Main Street. Main Street and the downtown core are the heart of our community and should reflect everything that is positive and good about Columbia. The image of Columbia, as in most other cities, is reflected by strong development in our city's core pushing strong development into the region. Our Main Street is important, it is the heart of our city – the State Capital of South Carolina. Why would we accept anything less than a great Main Street? To continue to attract new investment and to protect and maintain the existing investment Downtown, property owners are proposing to continue assessing themselves to maintain the City Center Business Improvement District, a private sector, self-help improvement district established under the South Carolina Municipal Improvements Act.

This would be the third renewal and the second 10-year reauthorization of the City Center BID which was first established in 2001 and is managed by the non-profit City Center Partnership. The success of the BID since the first 10 year renewal beginning on Jan. 1, 2012, warrants another 10-year term for the BID. Since that plan was approved, Columbia's City Center has seen significant growth and even with the hardships imposed by the coronavirus pandemic beginning in early 2020 and continuing growth has continued. Over the past 10 years, the City and the BID working together have made Main Street and downtown a destination.

The City Center Partnership is thankful for and values its supportive relationship with city government and with other organizations. We hope we can continue to work together to accomplish our goals and strengthen the City Center and beyond.

Summary of growth over 10 years
Promoting density downtown pays off. As of 2019, the taxable density of the Main Street District was $2,091,097 per acre, exceeding by 3 times that value per acre of Five Points at $598,276 and nearly 10 times that of The Vista at $284,131.

Since the 2011 BID renewal, downtown has seen major commercial, retail and residential investment.

A few of those investments include: Mast General Store opened in the renovated Lourie's building in 2011; AgFirst purchased the Bank of America Plaza in 2012 and moved its operations and some 475 employees into the building; in 2013, the Columbia Marriott completed a $12 million renovation project; in 2015 the Nickelodeon Theatre completed its second-floor renovation; and in 2019 the 1321 Lofts on Lady Street. The 130 apartments in a converted 1940s office building is the latest project by downtown residential pioneer Tom Prioreschi.

Since the opening of Mast in 2011, which Mast officials have noted would not have come to Main Street without the presence of the City Center Partnership, and the renovation of the Nickelodeon Theater, the 1600 block of Main Street has seen a complete makeover and transformation into a major entertainment destination, much of it spearheaded by Scott Middleton, who first moved his healthcare businesses from West Columbia to Main Street in 2014. Seeing the value in the Main Street District and the potential to create a new downtown entertainment district, the Middleton family has acquired multiple properties in the 1600 block and his businesses now include Good Life Café, The Grand on Main, and The Main Course. Middleton's latest Main Street venture Smoked -- an oyster bar, barbecue restaurant and microbrewery – is set to open later in 2021 in three renovated spaces in the 1600 block. Many of his original healthcare businesses are moving to properties Middleton has acquired in the 1700 block. He also owns other properties in the MSD.

The 1600 block has also seen the opening of the Mad Monkey office (located in the historic Habernicht Building), Lula Drake Wine Parlour, Hendrix restaurant and The Woody on Main, a former Vista bar. Hendrix and The Woody occupy a historic building that once housed the popular Hennessy's restaurant.

Entertainment destinations have also been established in the 1700 block with The Joint@1700 Main, a jazz and tapas bar in the turn of the century Walker building; The Transmission Arcade at 1712 Main St.; and Mom's on Main Bistro and Bar at 1734 Main St.

Other redevelopment has included the purchase and renovation of the historic Equitable Arcade at Main and Washington streets by developer Ron Swinson. The building is now how home to several new businesses, including Indah Coffee, Ophidian Tattoo, Odd Bird Books, Stoner's Pizza Joint, and Ally & Eloise bakeshop.

A strong sign of Main Street's vitality has been that as retail and commercial space in the Main Street District has become vacant, those vacancies have not lasted long. The popular Zoe's Kitchen in The Meridian building closed in August of 2018 after six years and was replaced in late 2019 by Market on Main which has created one of Main Street's most popular outdoor venues, especially in the age of COVID-19. When the Blue Flour Bakery's Main Street location closed in September 2020, a victim of the pandemic, the space was almost immediately acquired by Bourbon restaurant next door for an expansion. Similarly, when The Oak Table closed in the building at 1221 Main St. in 2018, the space was taken over by the critically acclaimed Hall's Chophouse.

Other businesses have simply changed hands, like Uptown Gifts on Main, attesting to the continuing interest in the Main Street District.

City Center Partnership initiated an action to have portions of the MSD buildings placed on the list of The National Register of Historic Places. In a collaboration

with Historic Columbia and a grant from the Richland County Conservation Commission, the initiative has resulted in spurring growth through the reuse of existing, historic buildings.

Despite the negative impact of the coronavirus pandemic, the downtown Columbia market has seen decreasing numbers of empty offices and storefronts. While the pandemic caused soaring vacancies in many cities, Colliers International reports that in the 4th quarter of 2020, Columbia's Central Business District actually saw a decrease in the vacancy rate for office space from 9.43% in the third quarter to 9.26% in the fourth quarter. Much of that decline was attributed to absorption of Class B space, which means the renovation of older space.

As Main Street proper has seen significant revitalization, that renaissance has begun to accelerate outward, especially in the last few years with the opening of Hotel Trundle in 2018, a $10-million adaptive reuse project at 1224 Taylor St. in three historic commercial buildings dating to the early 1900s; The Boudreaux Group, architects renovation and occupancy of the Powell Furniture building at 1519 Sumter St.; and Lexington Hospitality group's renovation of a 10-story office building at 1233 Washington St. into a Holiday Inn.

More development, especially in the hospitality sector, is on tap with plans for the Armory Hotel, a 34-room boutique-style project announced for the historic S.C. National Guard Armory at 1219 Assembly St.

The 2019 Hospitality Tax generated for the Main Street District was $3,417 per acre, considerably more than the $2,010 per acre of the much larger Vista District and eclipsed only by Five Points. That figure is certain to increase with the opening of new hospitality businesses. In previous years, the Hospitality Tax has been a significant source of funding for the City Center Partnership and the Main Street District. As the district's hospitality industry continues to grow that funding will be even more important as the City Center Partnership works to bring even more visitors to the city. As early as 2003 the City Center Partnership received $56,500 in Hospitality Tax funds. The amount of Hospitality Tax funds received increased for many years as Hospitality Tax revenues increased. But in recent years the city has decided to reallocate much of those funds for other purposes, and the CCP has stopped receiving Hospitality Tax funds. The City Center Partnership hopes to receive Hospitality Tax funding again in the future as it provides extra support for our Clean and Safe and Marketing efforts.

Not only has downtown seen significant commercial and retail growth, but the Main Street District's residential growth has been and continues to be especially strong. In 2011, approximately 550 people lived in the district in six residential properties. By 2019 that number had tripled to nearly 1,700 people and 10 residential properties.

And residential growth continues unabated even in the face of the coronavirus pandemic. At present 5 new residential projects are either under way or planned for the Main Street District, including:

1) 1813 Main Street – Adaptive reuse and conversion of an office building by Cason Development Group to 30 market-rate apartments. This is the first residential project in the 1800 block.

2) Laurel & Assembly Streets -- Adaptive reuse of the Veterans Administration building by international developer and investor Justin Etzin to create an 88-unit luxury apartment complex. Situated overlooking Finlay Park, these units will have a spectacular view of the city.
3) Assembly & Washington Streets -- The Edge, a 17-story, 670-bed student housing tower by Chicago-based CRG Real Estate.

4) Lady & Assembly Streets -- the Palms on Lady, an 88-unit luxury residential tower by developer Ben Arnold. The Veterans Administration building reuse, The Palms and The Edge are the first residences along Assembly Street north of Gervais.

5) 1310 Lady Street – The Lady is a 109-unit apartment complex by Columbia-based Styx Co. This adaptive reuse project spans three historic buildings at Sumter and Lady streets.

Much of this development would not have happened without the efforts of the City Center Partnership working with pioneering downtown residential developers and other partners, in addition to creating a safer and more livable downtown through programs such as Clean and Safe. The amount of residential development and the large number of students who now live in the Main Street District --- some 800 alone in the Hub -- as well as other new residents have brought a diversity and a 24/7 vibrancy to downtown that it did not have before. The diversity and vibrancy of downtown will continue to be enhanced moving forward as new residential properties are added to the Main Street District.

The past 10 years have also seen an emphasis in the Main Street District on the development of public spaces, such as the renovation of Boyd Plaza at the Columbia Museum of Art, and an explosion of popular cultural and entertainment options, such as the Soda City Market, First Thursday and the many street festivals and spectacular events like the Famously Hot New Year. These kinds of amenities, many developed and hosted with the assistance of the City Center Partnership improve livability and have proven an extremely popular draw for downtown. The City Center Partnership has made downtown fun again.

While the coronavirus pandemic has posed problems for downtowns across the country, the end of the pandemic will pose tremendous opportunity to downtowns, like Columbia, that are well positioned to take advantage.

Business Improvement District Property owners have several reasons for seeking a third renewal and second 10-year term for the district.

1. To Provide Consistent Funding to Continue to Improve Both the Health and Safety of Downtown.

Downtown Columbia is now discernably safer, more secure and cleaner than it was a decade ago. Much of the change in downtown Columbia is due directly to the efforts of the City Center Partnership. Acting on the No. 1 issue to downtown property owners – homelessness – the City Center Partnership through its Clean and Safe Ambassadors, familiarly known as the Yellow Shirts, has significantly decreased the negative impact of homelessness on downtown. In 2020, the Yellow Shirts reported handling 428 contacts related to homelessness and panhandling, dramatically fewer than the 2,298 just five years earlier in 2015. The number of outreach contacts with the homeless in downtown also dropped dramatically over the same five years from 1,539 in 2015 to just 69 in 2020.

The pandemic has also brought an emphasis on creating a healthier downtown, and as a result the Yellow Shirts now and for the foreseeable future sanitize every trash can, door handle, café table seat and magazine rack multiple times a day, 7 days a week.

Downtown Columbia must continue to compete for investors, customers and visitors with clean, safe, healthy and attractive areas. Continued enhanced security, maintenance and cleaning programs will further address both the reality and perception of Downtown as a safe and healthy place and to live, work, play, and worship, and to own a business.

2. An Opportunity to Strengthen Private Sector Management and Accountability in Downtown

The district will continue to be managed by the non-profit, private sector corporation known as the City Center Partnership. District work plans and budgets, based on this 10-year plan, will be refined annually by a board of directors, representative of the property owners who are paying the assessment with direct accountability to those who are paying into the district. Services provided by the district will be subject to private sector performance standards and controls including annual audits where no findings have occurred in almost 20 years of operations.

3. The Need to be Proactive in Determining the Future of Downtown

In order to protect their investment, property owners must be a partner in the process that determines how new development projects are implemented. Property owners in Columbia and in other cities —such as Atlanta, Nashville, Raleigh, Roanoke, Birmingham and Charlotte -- have been successful at leading and shaping future downtown developments through strong Business Improvement Districts. A BID in Columbia provides the financial resources, professional staff and private sector management to ensure that the challenges faced by Downtown will be proactively addressed.

4. The Need to Continue to Attract New Business and Investment

Downtown Columbia competes with suburban shopping centers and office parks in the region, as well as against managed downtown areas in other states for tenants, visitors and investors. The City Center Partnership has proven itself a valuable asset in helping to attract new business and investment to the Central Business District. There is currently more than $200 million of construction taking place in the Main Street District.

While the growth and investment in downtown over the last 10 years has been nothing short of spectacular, the next 10 years will present unique challenges as Columbia emerges from the shadow of the worldwide coronavirus pandemic.

Columbia's Main Street District has not only weathered the pandemic but also has seen continued growth. Downtown is well positioned to capitalize on new opportunities. Prior to the pandemic, smaller cities, like Columbia, were already becoming attractive to the country's youngest adults reacting to skyrocketing rents in large urban areas, and now changes in the labor market. The "I can work from anywhere" phenomenon has accelerated that shift.

If Downtown is to continue to remain competitive and viable as an alternative location, it must pursue its own well-financed, proactive strategy to retain business and tenants as well as to attract new business and investment. A Business Improvement District provides the financial resources to develop and implement a Downtown focused economic development strategy to reduce building vacancies and attract new business. This return on investment is quite significant.

The City Center Partnership remains well positioned to continue as a convener for agencies involved in economic development in the central business district, as well as to serve as a resource for the creation of a focused economic development strategy. CCP can help facilitate city-funded programs to improve the appearance of downtown and attract and retain businesses, such as a Façade Improvement Program. CCP also will continue to implement its highly successful retail recruitment program, which has brought numerous new retailers to the Main Street District since 2011, such as Mast General Store, Miss Cocky, The Shoppes on Main, Something Special Florist & Gifts, and Odd Bird Books, as well as restaurants and new hotels.

Commercial, retail and residential development can be expected to boom on Assembly Street between Gervais and Elmwood and in the northern section of the BID over the next 10 years as the City solidifies and moves on redevelopment plans for the U.S. Post Office property at 1601 Assembly St. and the revitalization of the adjacent Finlay Park. The City Center Partnership is well positioned to enhance these efforts.

As growth continues to push beyond the BID's boundaries, the City Center Partnership will continue to seek opportunities to collaborate and to provide contract services to and work with other districts and organizations as we look toward the future. We also are open to expanding boundaries of the BID and the

responsibilities of the CCP if all parties desire that and it will move the community forward.

Section 2

What Is a Business Improvement District?

The International Downtown Association estimates about 4,000+ place management organizations globally with 2,500 in North America, also known as Business Improvement Districts (BIDs), Business Improvement Areas (BIAs), Partnerships and Alliances. Led by the private sector, they are typically nonprofits primarily supported by special assessments. BIDs exist in nearly every state. According to the IDA, each organization on average "provides $1.2 million in services to their districts to help businesses thrive and to make the district a great place for workers, residents and visitors." These enhanced improvements and activities such as security, maintenance and marketing, are **in addition** to those provided by local government.

A Property-Based Business Improvement District (BID) is based upon the "benefit assessment district" concept, which provides for an assessment on real property and improvements upon real property to be raised within a specific geographic district with the proceeds directed back to the district to provide **enhanced services** that benefit the district and properties located within the district boundaries.

BIDs allow for a wide range of service options, including security, maintenance, marketing, economic and housing development, special events, etc.

BIDs offer a number of unique advantages. They are:

- Designed and created by those who will pay the assessment
- Governed by those who pay through a property and business board that supervises operations and submits a yearly implementation plan.
- Implemented by those who pay …through a non-profit, private sector, management organization.
- Established through the support of the property owners who will pay the proposed property assessments.
- Established for a predetermined number of years with a sunset clause that requires a new approval by those who pay to renew the BID

Section 3
City Center
Improvement Plan Summary

Improvement Plan Summary

Developed by property owners in Downtown Columbia, the City Center Improvement District Plan improves and conveys special benefits to properties located within the boundaries of the BID. The City Center Improvement District provides new and enhanced improvements and activities including maintenance, public space cleaning and sanitizing, security, homeless outreach, transportation, marketing, retail recruitment, promotion and economic and residential development services above and beyond those provided by the City.

Location

Approximately 36 blocks, an area defined in Section 4 of this plan. (See map on Exhibit 1).

Value of District

The total estimated fair market value of the private properties within the proposed district as appraised by the Richland County Assessor as of September 2011 was $403,212,282. As of September 2020, it was $572,379,700, a 42% increase.

Improvements, Activities, Services

Public Space Management

Enhanced Security Programs:

- Downtown Ambassadors
- Security Patrols
- Courtesy Shuttle Service. Suspended due to the pandemic – expected to resume when safe.
- Visitor, Pedestrian, and Motorist Assistance
- Enhancements to street lighting and parking

Enhanced Maintenance programs:

- Enhanced cleaning and sanitizing of public spaces
- Graffiti Removal; Poster and Handbill Removal
- Sidewalk/Gutter Cleaning
- Sidewalk Pressure Washing
- Trash Removal
- Dog Waste Receptacles
- Collection of Cigarette Debris from special receptacles

Enhanced Landscape Programs

- Tree Grate Maintenance
- Landscape Maintenance in Special Areas
- Plant and Maintain Flower Baskets, Flower Planters
- Sidewalk Weeding

Special Projects

- Activation of current and creation of new public spaces.
- Additional Trash Cans and branding wraps
- Public Art Installation

Economic Development

Communication/Marketing

- Funding and Distribution of Visitor Guides and MSD Maps
- Clean and Safe Promotions
- Public Relations, Marketing and Branding Services
- City Center Marketing Campaigns
- Street Banners and Holiday Decorations
- Improved Signage
- Support and Promote Events in the MSD

Business Development

- Business & Retail Recruitment & Retention
- Developer & Investor Recruitment
- Market Research & Data Collection
- Residential Recruitment & Demographics
- Encourage implementation of Commercial New Façade Improvement Program

Quality of Life Development

- Develop and support efforts for cultural, artistic, and healthy activities and events
- Enhance the district's capability and image to be a desirable place to work, live, and visit.

Planning

- Grant Writing
- Public/Private Planning Activities
- Work with city and other partners to improve connections to other districts

Method of Financing:

A levy of assessments upon real property and buildings which benefit from the improvements and activities.

Budget:

Anticipated district budget contribution from private property assessment for the year 2021 of operation is $1,038,000.

In addition to private property assessment, it is anticipated that public property owners (City, County, State and Federal) will contribute at least $210,117 to the year 2021 operations budget.

It is also anticipated that non-profit property owners (Churches, Hospitals) will contribute at least $75,000 to the year 2021 operations budget.

Anticipated miscellaneous revenue and grants will contribute $1,000 to the year 2021 operations budget.

Total Operations Budget year 2021: $1,324,117

Cost:

Annual assessments are based upon an allocation of specific program costs. Two property assessment variables, appraised value and street frontage on Main Street, are used in the calculation.

The annual yearly assessments are not expected to exceed the rates listed below during the full term of the BID unless specifically authorized by City Council.

Assessment Rate	
Per Dollar of Fair Market Value	$.001844
Per Foot of Property Frontage on Main Street	$4.01

Properties fronting Main Street are subject to both assessments.

City Services:

The City has agreed that existing City services will continue to be provided within the BID District at the same level as before the BID was created consistent with City services provided in other areas. BID services are in addition to existing City services.

District Formation:

A District may be formed by either of two processes.

1. Submission of signed petitions from property owners who represent a majority per capita of all owners of real property within the district, which is not exempt from ad valorem taxation.
2. The City may create an improvement district through an ordinance adopted by a majority of council after a public hearing at which the plan is presented, including the proposed basis and amount of assessment.

This plan anticipates that the City will form the district using Process No. 2, the same process used when the district was reauthorized in 2011.

Duration:

The Business Improvement District will have a 10-year life (January 1, 2022 through December 31, 2031). After nine years, a new implementation plan must be developed, and the approval process must be repeated in order to continue beyond the tenth year.

Governance:

The City of Columbia as the governing body must approve the 10-year implementation plan. City Center Improvement District budgets may be refined annually within the limitations set forth in the district implementation plan, by the board of the private sector management/implementation organization. Any changes to the implementation plan during the term of the district that are not within the limitations set forth for changes in the plan, must be approved by the City Council acting as the governing body.

Through a contract with the governing body (i.e. City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization will implement the improvements and activities defined in the Plan and will manage the day-to-day operations of the District.

On a yearly basis a report summarizing the accomplishments of the District as well as a report of the financial activities of the District will be submitted to the governing body and to each assessment-paying property owner.

Section 4
CITY CENTER IMPROVEMENT DISTRICT BOUNDARIES

An approximate 36-block area has been identified for the City Center Improvement District. The map on Exhibit 1 of this report identifies district boundaries. These boundaries have remained consistent since the original formation of the BID in 2001.

District Boundaries
The District includes all properties within an area defined by the following boundaries:

The Western boundary is:

The western property line of property on the West side of Assembly Street from Elmwood Avenue to Gervais Street

The Northern boundary is:

The northern property line of property on the South side of Elmwood Avenue from Assembly Street to Marion Street

The Eastern boundary is:

The eastern property line of property on the East side of Marion Street from Elmwood Avenue to Gervais Street.

The Southern boundary is:

The southern property line of property on the North side Gervais Street from Assembly Street to Marion Street.

For a graphic representation of the boundaries of the City Center Improvement District see the map labeled “Exhibit 1.”

Section 5
PROGRAMS AND SERVICES TO BE PROVIDED

Process to Establish the Improvement District Plan
Through a series of focus group meetings and BID-Advisory Committee meetings of the City Center Partnership Long Range Planning Committee – all held virtually because of the ongoing pandemic -- and ongoing discussion with the Board of Directors, Downtown Columbia stakeholders collectively determined the priority for improvements and activities to be delivered by the City Center Improvement District. The primary needs as determined by the stakeholders were safety/security/cleanliness, maintenance, marketing/communications, homeless outreach, connectivity, economic development and retail recruitment.

All properties receive a core level of all the district's services. In addition, Main Street receives a higher level of maintenance. The additional frontage assessment on Main Street reflects the increased level of services provided.

What We Will Do!

PUBLIC SPACE DEVELOPMENT & MANAGEMENT
The coronavirus pandemic has brought with it a greater demand for outdoor spaces and seating that has already reshaped public space, especially with many restaurants moving indoor dining outside. Moving forward, a greater emphasis will be needed on management of these spaces, especially those that use existing outdoor areas such as public sidewalks. Enhancing the safety and cleanliness of these areas will be a key goal of the City Center Partnership.

Public Safety Program

City Center Public Safety Program
The 36-block City Center security program mission is to support the police department, property owners and tenants in overall crime prevention efforts and reduction in street disorder, while offering a customer service orientation to pedestrians and motorists. It provides highly visible security and is intended to supplement -- not supplant -- individual building security and the Columbia Police Department.

Integration with the Columbia Police Department
The downtown public security program will work closely with The Columbia Police Department and integrate the Downtown Columbia program with that of the Department as an effective "force multiplier."

Bicycle/Segway Defender/Foot Patrol
These patrols deter aggressive panhandling and other unsuitable street behavior. Their presence is a deterrent to theft and burglary from motor vehicles and has made an impact to reduce this cyclical

problem. They also deter and report illegal street vending, illegal dumping and code violations. They handle a myriad of quality of life problems, including drinking in public, urinating in public, indecent exposure, trespassing, aggressive panhandling, prostitution, and scavenging.

They perform goodwill gestures such as escorting employees and visitors to their vehicles or places of work, helping lost persons, changing flat tires, jumping dead batteries, and conducting tours. These patrols also assist with traffic control in the event of accidents, fires, or unusual occurrences.

They patrol assigned routes, covering all of the district. They are professional, assertive, friendly, courteous, people-oriented individuals in excellent physical condition. The bike patrol officers complete customized classroom district training and additional hours of field training.

Evening Safety patrol
The evening patrol has increased the sense of safety for downtown residents and the patrons of the restaurants, churches, hospital, hotels, and other businesses that cater to a nighttime clientele.

Maintenance Program

City Center Clean Team: In order to deal effectively and consistently with maintenance issues a City Center Maintenance Plan has been established. A multi-dimensional approach has been developed consisting of the following elements:

Sidewalk Maintenance: Uniformed, radio-equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the district. Personnel also collect trash and debris as necessary, including maintaining pet “comfort stations.”

Graffiti Removal: Removal of graffiti by using solvent and pressure washing. The District maintains a zero tolerance graffiti policy. All tags are removed within 24 hours once the team is notified of the presence of graffiti.

Sidewalk Pressure Washing: The district standard is to have all sidewalks cleaned as necessary to maintain a “just cleaned” appearance at all times.

Paper Sign and Handbill Removal: Paper signs and handbills taped or glued on public property, utility boxes, poles and telephones are removed by hand or when necessary by high-pressure hose.

Special Collections: A truck is available to collect items illegally dumped in the district.

Maintenance Problems Requiring Third Party Intervention: Problems that create blighted or unsafe conditions in the district, but are outside of the jurisdiction of the district to repair are monitored, and the responsible party is contacted and asked to deal with the issue. These types of problems include blocked or damaged sewers or drains, damaged sidewalks/streets/alleys, non-operating streetlights, damaged or missing street signs, etc.

Landscape Maintenance Program

Litter/Weed Removal: Public landscape areas, tree wells and planters are maintained and kept free of litter and weeds.

Seasonal Planting: A program of seasonal plantings with colorful flowers has been developed and more than 201 planters and baskets are maintained.

Special Projects Program

Public Art: A program has been developed to facilitate the installation of public art within the district. This includes permanent installations as well as seasonal projects, such as the popular seasonal yarn-bombing displays.

Street Furniture: Additional street furniture (chairs and tables), trashcans, and cigarette receptacles have been added and are serviced, as necessary.

ECONOMIC DEVELOPMENT

Columbia's Main Street District needs to position itself for opportunities that may arise post pandemic.

Communications/Marketing

Programs will continue to be developed that will tell the story of change and improvement in downtown Columbia. As the city recovers from the pandemic, communications and marketing will play a critical role in attracting people to return to a safe, clean and healthy downtown. The program includes:

- Street Banner Program
- LED Holiday Lights installed at major intersections along Main Street and Seasonal Decorations purchased
- The Visitor Guide distribution and MSD Maps
- Maintaining and updating the MSD Website

- Business directory on website
- Use of Social Media to promote the BID area including Instagram, Facebook, and Twitter
- Monthly Electronic Newsletters to more than 2,000 people and Printed Annual Report for stakeholders
- MSD Interest Tours
- Continue to Improve Wayfinding Signage Program

Business Development

New tools will be developed, and older tools revitalized coming out of the pandemic to support the efforts of individual property owners and brokers to attract and retain tenants. Some of these tools are:

- Defined Business and Retail Recruitment and Retention Strategy
- Investor, Tenant and Broker Recruitment Support Information
- Residential Recruitment and Demographics Development
- Work as a liaison with other city offices
-

Planning

- Public/Private Planning Activities
- Parking Study
- Resource Sourcing
- Grant Writing

ADMINISTRATION

Management Personnel

A professional staff that requires centralized administrative support manages the City Center improvements and activities. Additionally, this staff serves as a liaison between property owners, businesses and public agencies. District services are delivered a minimum of 16 hours a day, seven days a week and require management staff 16 hours a day, seven days a week.

Section 6
Operating Budget

FY 2021 Operating Budget Summary
The summary of the FY 2021 operating budget for the City Center Improvement District is provided. The total improvement and activity plan budget for 2021 is projected at $1,324,117 made up of the following components:

PUBLIC SPACE MANAGEMENT Budget Total $ 1,324,117

Public Clean and Safety Program

The budget for the public safety program is **$538,062 or 40%** of the **total District budget**.

- **Enhanced Security Programs**
  The public safety programs are designed to improve both the reality and the perception of safety in the City Center. Individual public safety programs are detailed in Section 5.

- **Enhanced Maintenance**
  In order to establish and maintain cleanliness throughout the District the Maintenance program will remove graffiti, remove trash and debris, provide sidewalk maintenance, sidewalk pressure washing and other services as detailed in Section 5.

- **Enhanced Landscape Services**
  To provide a more positive perception of the City Center an enhanced landscape program will be provided as detailed in Section 5.

- **Special Projects**
  Special projects are projects that are important to increasing the quality of life in the public environment, but do not fit within one of the other categories. Special project details are found in Section 5.

ECONOMIC DEVELOPMENT

In order to tell the story of downtown Columbia, and continue to build upon the positive changes in both perception and reality, we have developed a communications, marketing and economic development program as detailed in Section 5.

The budget for economic development programs is **$516,405 or 39%** of the **total District budget**.

ADMINISTRATION

In order to manage the day-to-day activities of the BID a professional administrative staff and office is necessary to ensure the delivery of quality services. The budget for administration is **$278,065 or 21%** of the **total District budget**.

Section 7
ASSESSMENT METHODOLOGY

Assessment Methodology
Downtown Columbia property owners and business owners have emphasized that the assessment formula for the District must be fair, balanced and have a direct relationship between benefits received and costs.

Calculation of Assessments
The preceding methodology is applied to a database that has been constructed by the Downtown Columbia property owners and its consultant team. The process for compiling the property database includes the following steps:

1. Property data was first obtained from the County Assessor's Office
2. County Assessor property data was cross-checked with reliable private sector data sources
3. A site survey was undertaken to verify selective data.

Based upon the methodology as set forth above, property data compiled by the Downtown Columbia property owners and the District budget will yield the following assessments for each benefit zone.

The annual yearly assessments will not exceed the rates listed below during the first year of the BID.

Assessment Rate Per Dollar of Fair Market Value	$.001844
Assessment Rate Per Foot Frontage on Main Street	$4.01

In future years, assessments may change, up or down, if appraised value information changes. We do not anticipate any increases in the assessment rates unless unforeseen circumstances occur.

Budget Adjustments
If there is a budget surplus, it will be rolled into the following year's District budget. Yearly expenditures and budgets shall be set so that at the end of each year there will not be a planned deficit at the end of any year.

Time and Manner for Collecting Assessments
As provided by state law, the City Center BID assessment will appear as a separate line item on annual property tax bills.

Government Assessments
The City Center Improvement District plan assumes that the City, County and Federal Government will pay fair-share assessments for property owned within the boundaries of the District.

It is the intent of the improvement district law to provide services only to those properties that pay assessments. District services will not be provided to government properties that do not pay District assessments. All reasonable efforts will be made to include government properties on a voluntary basis in the District assessment.

Residential Assessments
Owner occupied residential property which is taxed under Section 12-43-220 (c) will not be assessed unless the owner gives the governing body written permission to include the property within the improvement district. Multi-unit residential property and non-owner occupied horizontal property regime units which are not taxed or will not be taxed pursuant to Section 12-43-220 (c) will be assessed.

Non-profit Assessments
Property held in a non-profit status that does not currently pay ad valorem taxes will not be required to pay District assessments by the City Center Partnership Board of Directors. All reasonable efforts will be made to include non-profit properties on a voluntary basis in the District assessment. The District budget assumes participation from some non-profit property owners.

Section 8
GOVERNING THE BUSINESS IMPROVEMENT DISTRICT

Private Sector, Management/Implementation Organization
Through a contract with the governing body (i.e. City of Columbia), a property owner-led, private sector, non-profit district management/implementation organization will implement the improvements and activities defined in the Plan and will manage the day-to-day operations of the District. This group's professional management staff will handle communications and administration for the District.

The City of Columbia as the governing body, must approve the 10-year implementation plan. City Center Improvement District budgets and policies may be refined annually within the limitations set forth in the district implementation plan, by the board of the private sector management/implementation organization. During the term of the District, any changes to the implementation plan that are not within the limitations set forth for changes in the plan must be approved by the City Council.

On a yearly basis the management/implementation organization will issue a report summarizing the accomplishments of the district as well as a report of the financial activities of the district. The report will be submitted to the City Council as the governing body and to each assessment-paying property owner.

Section 9
CONTINUATION OF CITY SERVICES

Throughout the process to establish the City Center Improvement District, business and property owners have voiced concerns that the City of Columbia maintain existing services at verifiable "baseline" service levels. A formal baseline level of service policy ensures that existing City services are enhanced and not replaced by new BID improvements and activities.

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-049

Granting an encroachment to the South Carolina Department of Transportation for the use of the right of way area of the 900 block of College Street for the installation and maintenance of a privacy fence enclosure, steps, walkways, access drive, and irrigation adjacent to 955 Park Street, Richland County TMS#08916-08-01

WHEREAS, the South Carolina Department of Transportation of South Carolina (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 900 block of College Street adjacent to 955 Park Street, Richland County TMS#08916-08-01, for the installation and maintenance of a privacy fence enclosure measuring approximately eight (8') feet in height, twenty-seven (27') feet in width and fifteen (15') feet in length; a concrete walkway with steps measuring approximately four (4') feet in width and fifteen (15') feet in length; a concrete access drive measuring approximately eighteen (18') feet in width and twenty-five (25') feet in length; landscaping and irrigation, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this __ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 900 block of College Street adjacent to 900 block of College Street adjacent to 955 Park Street, Richland County TMS#08916-08-01, for the installation and maintenance of a privacy fence enclosure measuring approximately eight (8') feet in height, twenty-seven (27') feet in width and fifteen (15') feet in length; a concrete walkway with steps measuring approximately four (4') feet in width and fifteen (15') feet in length; a concrete access drive measuring approximately eighteen (18') feet in width and twenty-five (25') feet in length; landscaping and irrigation, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that 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

LEGAL DEPARTMENT DRAFT

safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Fencing materials must be reviewed and approved by the Design Development Review Commission staff.

9. Chain link fencing is not allowed; black metal picket is preferred with fabric for privacy is permitted.

10. Screening must be opaque.

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:

Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 5/21/2021
21009120

CITY COUNCIL
ENCROACHMENT SUMMARY
2021-049

900 BLOCK OF COLLEGE STREET ADJACENT TO 955 PARK STREET PLANTERS AND IRRIGATION, FENCE ENCLOSURE, STEPS, WALKWAYS, ACCESS DRIVE, AND IRRIGATION

Subject Property:	Right-of-way adjacent to 955 Park Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of planters and irrigation.
Applicant:	South Carolina Department of Transportation
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a privacy fence enclosure measuring approximately eight (8') feet in height, twenty-seven (27') feet in width and fifteen (15') feet in length; a concrete walkway with steps measuring approximately four (4') feet in width and fifteen (15') feet in length; a concrete access drive measuring approximately eighteen (18') feet in width and twenty-five (25') feet in length; landscaping and irrigation, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Fencing materials must be reviewed and approved by the Design Development Review Commission staff. 9. Chain link fencing is not allowed; black metal picket is preferred with fabric for privacy is permitted. 10. Screening must be opaque.
CITY AGENCY COMMENTS FOR ENCROACHMENT	
Lucinda Statler, Planning Department	Recommend approval with the condition: 1. Fencing materials must be reviewed and approved by the Design Development Review Commission staff. 2. Chain link fencing is not allowed; black metal picket is preferred with fabric for privacy is permitted.

Robert Anderson, Street Division	Recommend approval.
Denny Daniels, Columbia Water Engineering	Recommend approval.
Andrew Ritter, Traffic Engineering	Recommend approval.
Caleb King, Forestry Division	Recommend approval.
Johnathan Chambers, Land Development	Recommend approval with condition: 1. Screening must be opaque.
Kris Scott, Fire Department	Recommend approval.

City of Columbia

SCDOT Encroachment

Wednesday, May 19, 2021

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.

We Are Columbia

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

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. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are 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 insurance 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, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, 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.

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. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: April 7, 2021 Property Owner: South Carolina Department of Transportation

Business Name/Applicant's Name if different than owner: Roger D. Sears, Capital Improvements Manager

Contact Information: Telephone Number: (803) 737-1298 Fax Number: *(803) 737-1542

Mailing address: 955 Park Street; Columbia, SC 29201 E-mail address: searsrd@scdot.org

Business Name/Development Name for Encroachment: South Carolina Department of Transportation

Encroachment type: ____Wall __X__Fence ____Columns __X__Steps __X__Irrigation System ____Landscaping __X__Driveway ____Pavers __X__Sidewalk/Walkway ____Planters ____Awning ____Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) 30'x40' 6' or 8' high privacy fence enclosure for trash/recycling area, steps and walk to access area, access drive, and irrigation system for lawn.

Construction material: Steel fence, concrete steps and sidewalk.

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

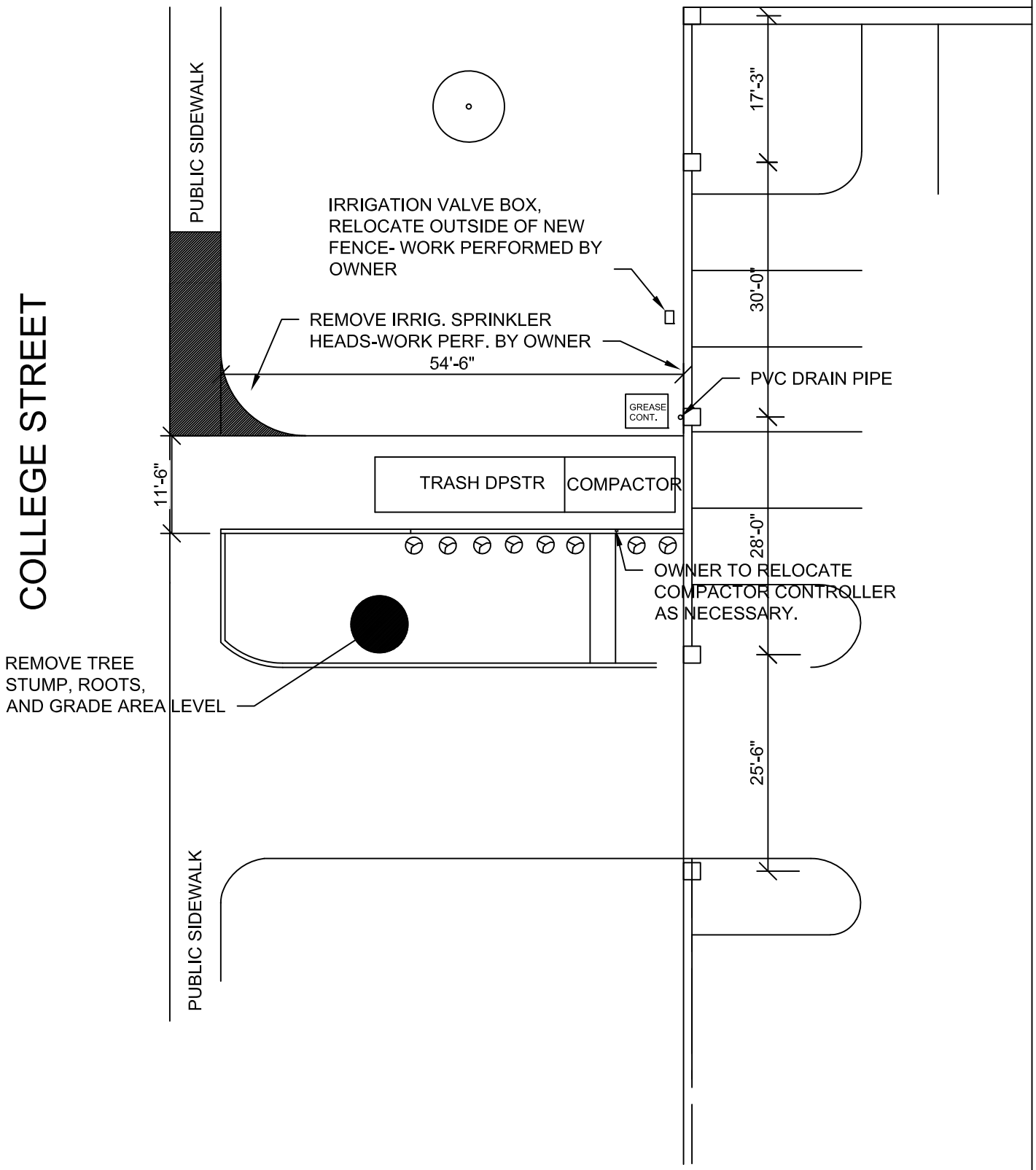
I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title:
Date:

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
Rachel Bailey	Development Services (Zoning)	803-545-3332	803-733-8647	rlbailey@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Tori Salvant	Development Services (Development Center)	803-545-3420	803-733-8699	tcsalvant@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
Caleb King	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	cdking@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@colun

LR: 1/2017



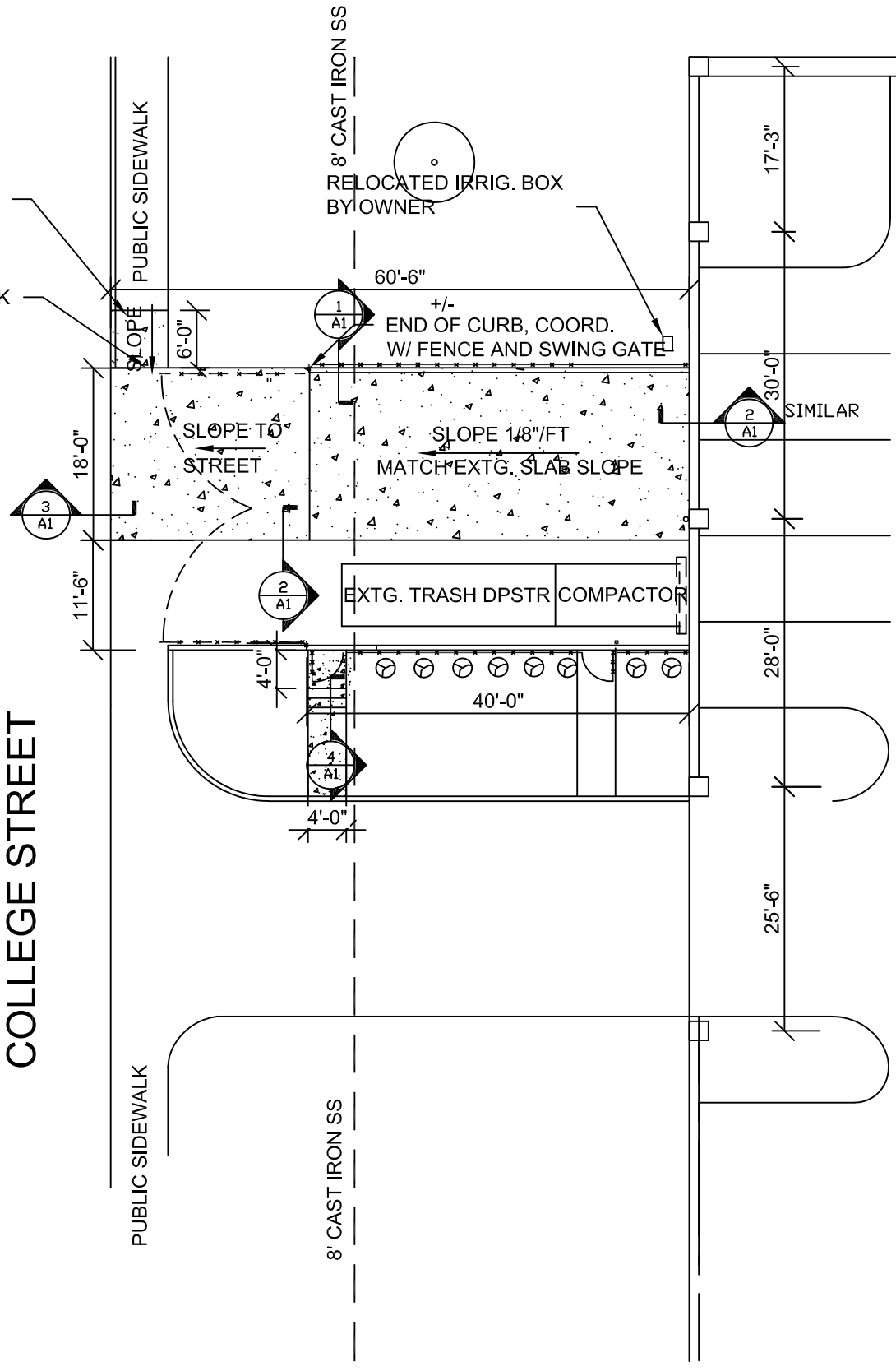
TRASH/RECYCLING AREA DEMOLITION PLAN

SCALE: 1/16"=1'-0"

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
955 PARK STREET , P.O. BOX 191
COLUMBIA, SOUTH CAROLINA 29202-0191

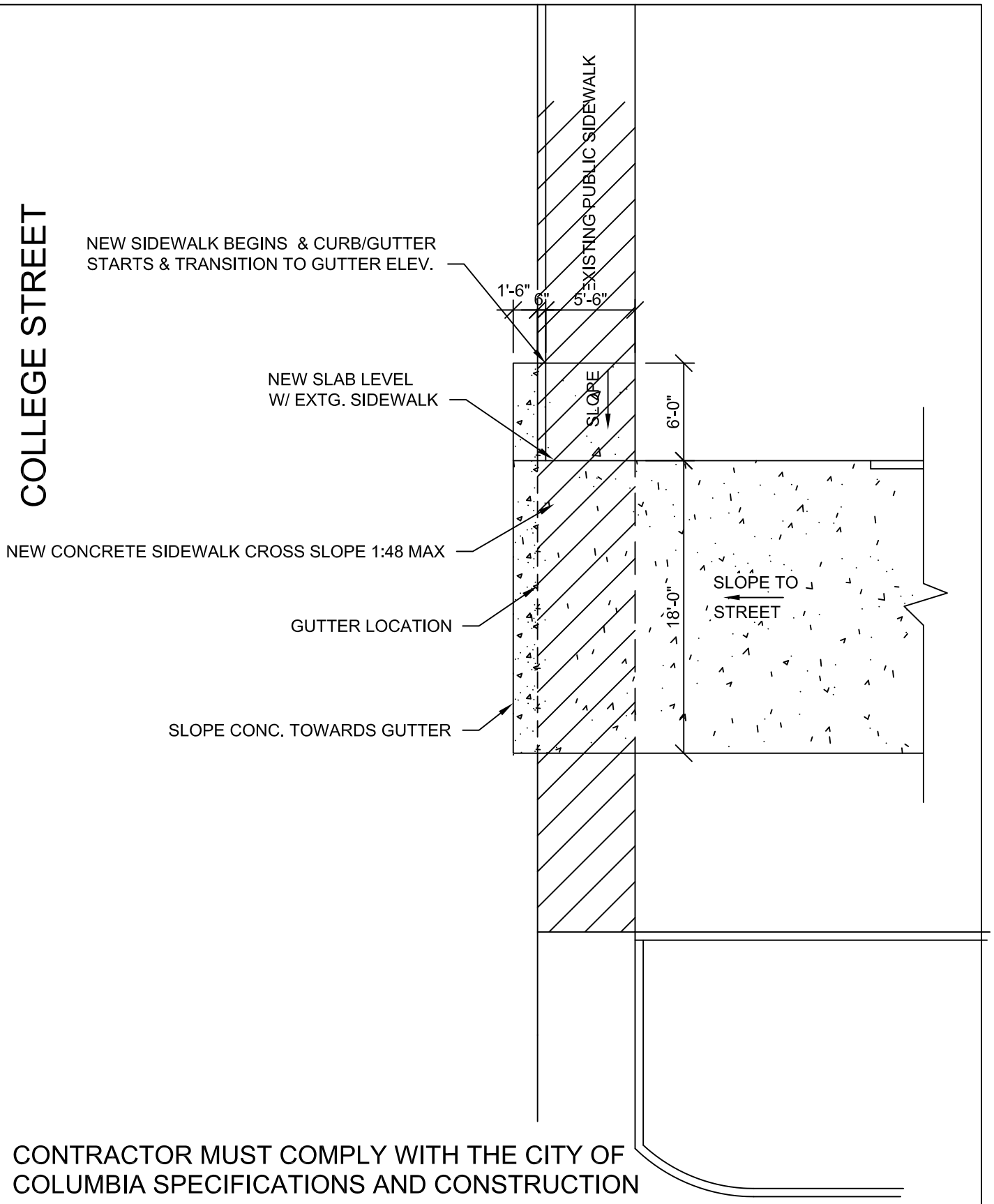
NOTE:

SEE ENLARGED SIDEWALK DETAIL 1, SHEET A2.



TRASH/RECYCLING AREA PLAN

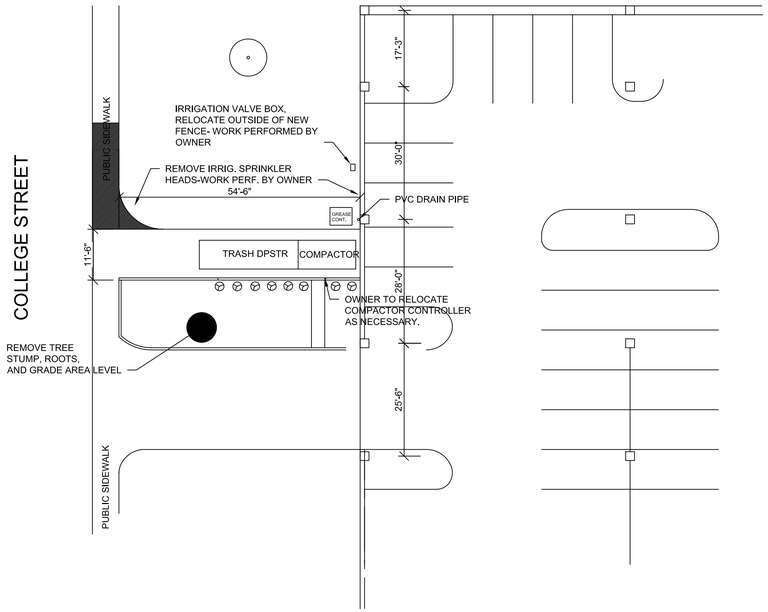
SCALE: 1/16"=1'-0"



NOTE: CONTRACTOR MUST COMPLY WITH THE CITY OF COLUMBIA SPECIFICATIONS AND CONSTRUCTION REQUIREMENTS FOR WORK WITHIN THE CITY RIGHT OF WAY TO INCLUDE TRAFFIC CONTROL.

ENLARGED SIDEWALK PLAN

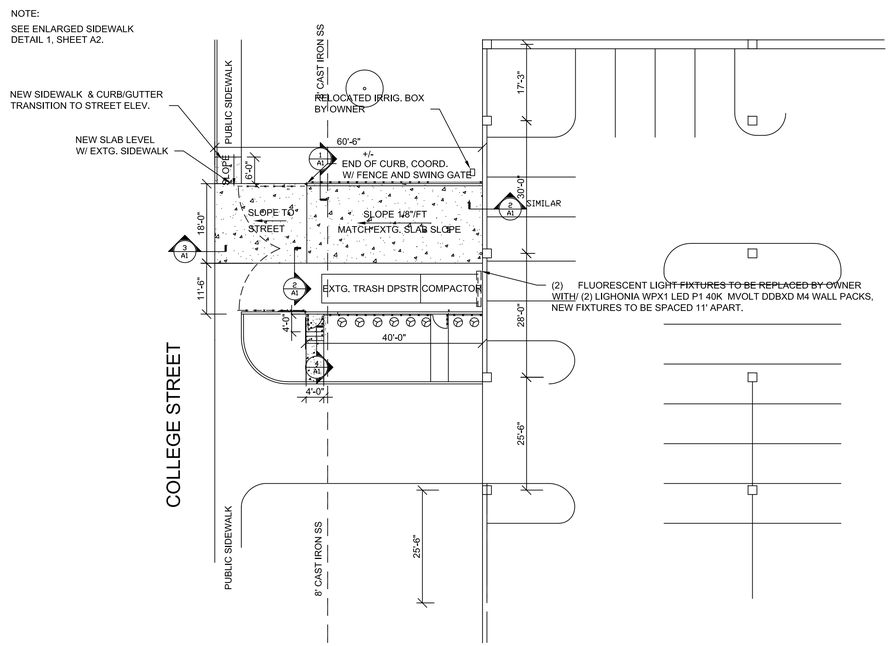
1/8" = 1'-0"



TRASH/RECYCLING AREA DEMOLITION PLAN

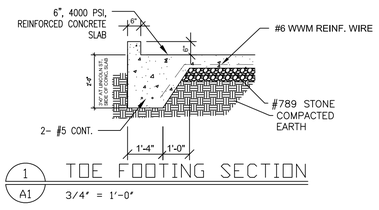
SCALE: 1/16"=1'-0"

NOTE:
SEE ENLARGED SIDEWALK DETAIL 1, SHEET A2.



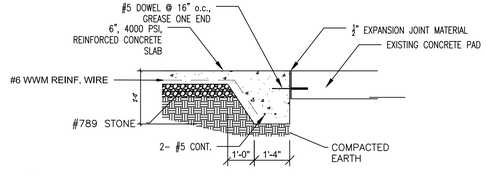
TRASH/RECYCLING AREA PLAN

SCALE: 1/16"=1'-0"



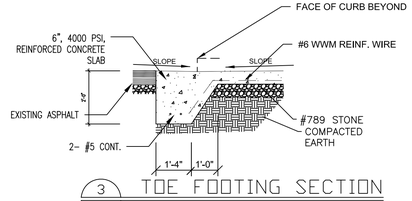
1 / A1 TOE FOOTING SECTION

3/4" = 1'-0"



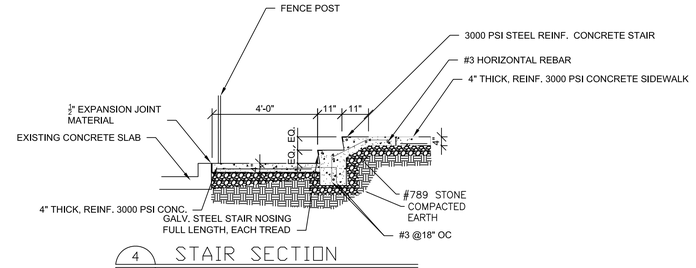
2 / A1 NEW SLAB AT EXISTING SLAB SECTION

3/4" = 1'-0"



3 / A1 TOE FOOTING SECTION

3/4" = 1'-0"



4 / A1 STAIR SECTION

3/4" = 1'-0"

NOTE: AFTER GRADING, OWNER AND CONTR. WILL VERIFY NUMBER OF TREADS REQUIRED.

SCDOT
FACILITIES PLANNING AND CONSTRUCTION
955 PARK STREET, POST OFFICE BOX 191
COLUMBIA, SOUTH CAROLINA 29202-0191
(803) 737-1298 (803) 737-1719 (FAX)

SCDOT HEADQUARTERS BUILDING
955 PARK STREET
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
Columbia, South Carolina

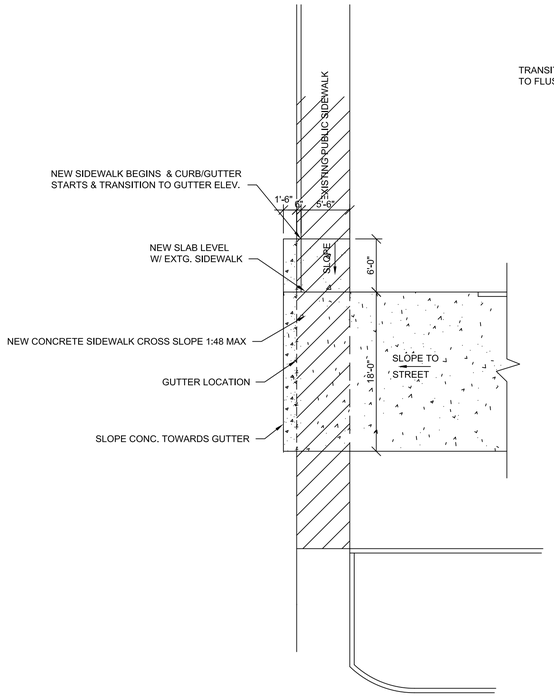
TRASH/RECYCLING AREA
PLAN AND DETAILS

Drawn:
REVISED:
Checked:
File:
Project No.:

A1
1 of 2

MARCH 2021

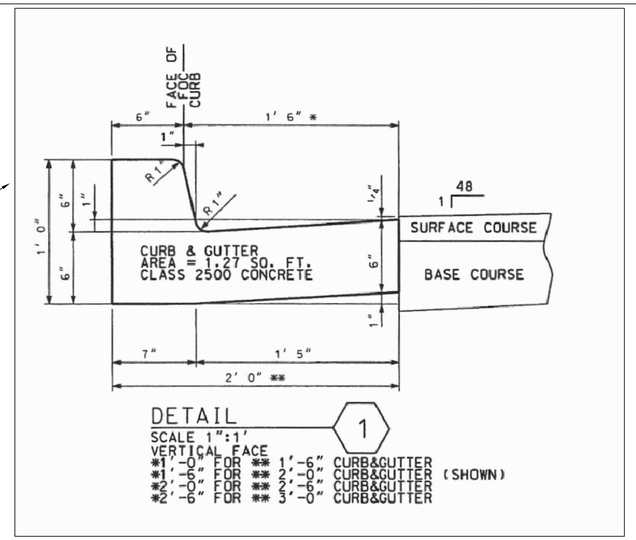
COLLEGE STREET



1 / A2 ENLARGED SIDEWALK PLAN

1/8" = 1'-0"

TRANSITION CURB FROM 6" TO FLUSH WITH GUTTER AT NEW ENTRY DRIVE



1 / A1 STANDARD CURB & GUTTER

NOT TO SCALE

NOTE: CONTRACTOR MUST COMPLY WITH THE CITY OF COLUMBIA SPECIFICATIONS AND CONSTRUCTION REQUIREMENTS FOR WORK WITHIN THE CITY RIGHT OF WAY TO INCLUDE TRAFFIC CONTROL.

SCDOT
FACILITIES PLANNING AND CONSTRUCTION
955 PARK STREET, POST OFFICE BOX 191
COLUMBIA, SOUTH CAROLINA 29202-0191
(803) 737-1298 (803) 737-1719 (FAX)

SCDOT HEADQUARTERS BUILDING
955 PARK STREET
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
Columbia, South Carolina

TRASH/RECYCLING AREA

ENLARGED PLAN AND CURB DETAIL

Drawn:
REVISED:
Checked:
File:
Project No.:

A2
1 of 2

MARCH 2021

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-064

Authorizing the City Manager to execute Amendment No. 7 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2021, that the City Manager is authorized to execute the attached Amendment No. 7 to Amended and Restated Agreement of Sale and Purchase, or in a form to be approved by the City Attorney, between the City of Columbia and Baker and Baker Real Estate Development, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) for the sum of Three Hundred Twenty-five Thousand Five Hundred Sixty-three and No/100 ($325,563.00) Dollars and Parcel "B" containing approximately 25,444 square feet (0.58 acre) for the sum of Two Hundred Ninety-nine Thousand Four Hundred Thirty-seven and No/100 ($299,437.00) Dollars. Parcel "A" and Parcel "B" being located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS #09005-02-44 and 09005-02-23.

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: 7/6/2021
21009619

AMENDMENT NO. 7 TO AMENDED AND RESTATED AGREEMENT OF SALE AND PURCHASE

THIS AMENDMENT NO. 7 TO AGREEMENT OF SALE AND PURCHASE (this "Amendment No. 7") is made and effective as of the date of the last signature hereinbelow (the "Amendment No. 7 Effective Date"), by and among **THE CITY OF COLUMBIA** ("Seller") and **BAKER AND BAKER REAL ESTATE DEVELOPERS, LLC**, a South Carolina limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser previously entered into that certain Agreement of Sale and Purchase with an Effective Date of February 22, 2011 relating to the real property that is the subject of this Seventh Amendment;

WHEREAS, Seller and Purchaser entered into that certain Amended and Restated Agreement of Sale and Purchase fully executed on February 20, 2013 (the "Amended and Restated Agreement") for the sale and purchase of Parcel A and Parcel B;

WHEREAS, the Amended and Restated Agreement was amended by way of that certain Amendment No. 1 to Amended and Restated Agreement of Sale and Purchase dated April 19, 2013; by way of that certain Amendment No. 2 to Amended and Restated Agreement of Sale and Purchase dated May 22, 2013; by way of that certain Amendment No. 3 to Amended and Restated Agreement of Sale and Purchase dated July 25, 2013; and by way of that certain Amendment No. 4 to Amended and Restated Agreement of Sale and Purchase dated August 6, 2013; and by way of that certain Amendment No. 5 to Amended and Restated Agreement of Sale and Purchase dated January 10, 2014, and by way of that certain Amendment No. 6 to Amended and Restated Agreement of Sale and Purchase dated June 8, 2020; and

WHEREAS, the closing of the sale and purchase of Parcel A was consummated by the parties, as evidenced by the delivery of a deed from Seller to Purchaser recorded in the Richland County Register of Deeds in Book 1928 at Page 1239; and

WHEREAS, Seller and Purchaser now wish to further amend the Amended and Restated Agreement as set forth below.

NOW, THEREFORE, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized Terms. Any capitalized term not defined herein shall have the definition ascribed to such term in the Amended and Restated Agreement.

2. Ratification of Parcel B Purchase Price. Seller and Purchaser hereby agree and ratify the Parcel B Purchase Price, which is Two Hundred Ninety-Nine Thousand Four Hundred

Thirty-Seven and No/100 ($299,437.00) Dollars, to be paid by Purchaser to Seller in immediately available funds at the time of the Parcel B Closing.

3. Approval Period. Seller hereby acknowledges and agrees that Purchaser has pursued and continues to diligently pursue the Requisite Approvals and the Approval Period is hereby extended for a period of 365 days from and after the Amendment No. 7 Effective Date and the Approval Period may continue to be extended from time to time in the manner provided in Paragraph 7 of the Amended and Restated Agreement.

4. Closing Date. The Parcel B Closing Date shall continue to be subject to the provisions of, and calculated as set forth in, Paragraph 11 of the Amended and Restated Agreement.

5. Effect. The Amended and Restated Agreement, as amended hereby, is in full force and effect and is hereby ratified by Seller and Purchaser.

6. Counterparts. This Amendment No. 7 may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, Seller and Purchaser have each executed this Amendment No. 7 as of the date of execution set forth below its signature, with the last of such dates being the Amendment No. 7 Effective Date.

SELLER:

CITY OF COLUMBIA

By:_____
Name: Teresa B. Wilson
Title: City Manager

Date: _____, 2021

APPROVED AS TO FORM
Legal Department City of Columbia, SC

PURCHASER:

BAKER AND BAKER REAL ESTATE DEVELOPERS, LLC

By: _____
Name: Steven M. Anastasion
Title: Manager

Date: _____, 2021

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2021-065

Authorizing the City Manager to execute a Fifteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02

BE IT ORDAINED by the Mayor and City Council this ___ day of _____, 2021, that the City Manager is authorized to execute the attached Fifteenth Amendment to Purchase Agreement, or on a form approved by the City Attorney, between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

_____
Mayor

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/8/2021
21009651

FIFTEENTH AMENDMENT TO PURCHASE AGREEMENT

This Fifteenth Amendment to Purchase Agreement (the "Fifteenth Amendment") is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Ballpark, LLC, a South Carolina limited liability company, as assignee of Bright-Meyers Assembly Street, LLC, hereinafter referred to as "Buyer" effective as of the Amendment Effective Date (as hereinafter defined).

W I T N E S E T H:

WHEREAS, Seller and Bright-Meyers 2001 LLC entered into a Purchase Agreement effective August 27, 2012 (as amended by thirteen prior instruments, the "Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and

WHEREAS, pursuant to that certain Assignment of Purchase Agreement dated October 15, 2018 Bright Meyers 2001 LLC assigned its rights and obligations under the Agreement to its affiliate, Bright-Meyers Assembly Street, LLC, a Tennessee limited liability company; and

WHEREAS, pursuant to that certain Assignment of Contract dated January 29, 2019 Bright-Meyers Assembly Street, LLC assigned its rights and obligations under the Agreement to Ballpark, LLC; and

WHEREAS, the Agreement was most recently further modified, amended and clarified by that certain Fourteenth Amendment to Purchase Agreement effective October 28, 2020; and

WHEREAS, Seller and Buyer mutually desire to further modify and amend said Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Paragraph 14 of the Agreement is amended to provide that the Closing shall take place on or before November 1, 2021. Buyer shall give Seller written notice of its intent to close at least four (4) weeks prior to the desired Closing date.

2. The "Amendment Effective Date" is the date on which this Amendment is signed by both parties hereto.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Fifteenth Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

IN WITNESS WHEREOF, the parties have caused this Fifteenth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature herein below.

WITNESSES:

_____

_____

SELLER: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager

Date: _____

BUYER: BALLPARK, LLC

_____

_____

BY: _____
Name: _____
ITS: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

43951961 v6
43951961 v8

ADAMS AND REESE LLP

Attorneys at Law
Alabama
Florida
Georgia
Louisiana
Mississippi
South Carolina
Tennessee
Texas
Washington, DC

William P. McElveen, Jr.
Direct: 803.212.4957
E-Fax: 803.343.1228
bill.mcelveen@arlaw.com

July 9, 2021

VIA EMAIL
Melissa Gentry, PE
Assistant City Manager
1737 Main Street
Columbia, SC 29201

Re: Purchase Agreement between City of Columbia and Ballpark, LLC
AR File No. 028523-000001

Dear Missy:

As we discussed I am writing to provide some background information in support of our client's request for a 90 day extension to the closing date. Enclosed with this letter is a summary of our client's accomplishments to date. As I have mentioned before, I have never worked on a project with more off-site complexities than the Ballpark re-development. The time, effort and expense invested by our client is impressive, and the results have positioned this project for success.

One matter not mentioned in the attached summary is the scheduling issue caused by the sewer work being performed onsite by the City's contractor, S.J. Louis Construction, Inc. This is not a closing issue, but we wanted to remind you that our client cannot start the flood mitigation work until after your contractor has finished excavating soils and installing pipe behind Olympia Mills.

Thanks again for your assistance and let me know if you have any questions.

Sincerely,

William P. McElveen, Jr.

William P. McElveen, Jr.

WPMjr/lb

Enclosure

cc: Judith McInnis, Esq. (w/encl. via email)
Andrew Weddle (w/encl. via email)

List of milestones and accomplishments to date by Ballpark, LLC

Established and maintained private security at site during contract period

Donated $60,000 to Historic Columbia as requested for documentary on Capital City Stadium

Secured SSRC with City of Columbia and Richland County to compensate for expenses associated with flood mitigation improvements

Met with neighborhood leaders to request support for the project

Performed environmental testing at stadium site. Also performed soil testing on lands owned by Sarah Hendrix, Olympia Project Owner, Vulcan, CSX, Chitwood Development and Richland County Recreation Commission as needed for stream mitigation work

Secured Voluntary Cleanup Contract with DHEC

Secured 401 Water Quality permit from DHEC

Secured City approval of abandoned buildings tax credit

Performed extensive on-site engineering (Cox & Dinkins) to address drainage, new road connections and cut/fill analysis

Completed ALTA surveys of the site and of Lower Assembly and railroad crossings as required for agreed improvements by Ballpark

Secured SCDOT approval of new roadway design for Lower Assembly Street

Secured court order closing public roads (Hamrick and Seabrook) that crossed the property

Secured site plan and BOZA approvals

Secured rezoning and annexation approvals

Secured easements from all private landowners (including Vulcan) for flood mitigation work, except for CSX which is demanding Ballpark purchase for $300,000

NOTE: Ballpark, LLC has spent $1.7 million to date on this project.

Open items to be resolved before closing

Secure 404 Permit from the Corps of Engineers. This process has been delayed because the City did not have a maintenance plan for the flood improvements. We believe the plan has now been finalized (provided Richland County will maintain the work done on Vulcan's property-that issue is pending with Stephen Staley at Richland County).

Confirm CSX purchase terms. We cannot finalize with CSX until the Corps of Engineers permit is issued.

Our equity partner must perform its final due diligence investigations of the project. The Corps of Engineers permit is the major issue they want to see resolved. They also want us to submit plans to Richland County for a land disturbance permit.

RESOLUTION NO.: R-2021-071

Certifying Three (3) Building Sites as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1215 Shop Road, Richland County TMS # R11210-01-02

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible for a credit against certain income taxes, license fees or premium taxes, and,

WHEREAS, 1215 Shop Road, LLC (the "Taxpayer") is the owner and developer of certain real property located at 1215 Shop Road, which property is further identified on the Richland County Tax Maps as TMS No. R11210-01-02 (the "Property"); and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and the Taxpayer plans to develop the Property for three separate retail/office uses and has therefore subdivided the Property into three separate units (each a "Building Site") as follows:

Unit A: 10,800 square foot portion of building on the Property
Unit B: 12,400 square foot portion of building on the Property
Unit C: 13,200 square foot portion of building on the Property

DRAFT

WHEREAS, the 1215 Shop Road, LLC has requested that the City certify that the three (3) Building Sites are abandoned as defined by Section 12-67-160; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2021, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Properties are Abandoned Building Sites as defined in Section 12-67-120(1); and

Section 2. The geographic area of the sites is consistent with Section 12-67-120(2) of the Act.

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

DRAFT

City of Columbia

1215 Shop Road

Friday, June 4, 2021

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.

RESOLUTION NO.: R-2021-074

Authorizing the City Manager to execute a Right-of-Entry Agreement between South Carolina Telecommunications Group Holdings, LLC d/b/a Segra and the City of Columbia for installation of telecommunications equipment within the building and along the property located at 1601 Assembly Street and identified as Richland County TMS#09014-01-02; CF#250-532

WHEREAS, South Carolina Telecommunications Group Holdings, LLC d/b/a Segra ("Segra") has requested a Right-of-Entry to install telecommunications cable along a 3' strip of the referenced City property and associated equipment within the building to provide voice, data, internet, or other telecommunications services for the occupants of the building; and,

WHEREAS, the Right-of-Entry Agreement has been reviewed and approved by the City Attorney's office and is recommended for approval by the ACM for Columbia Water; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2021, for and in consideration of the mutual benefits to be derived by both parties, the City Manager is hereby authorized to execute a Right-of-Entry Agreement between South Carolina Telecommunications Group Holdings, LLC d/b/a Segra and the City of Columbia.

The referenced property is shown on a project drawing, dated February 3, 2021, prepared by Byers Engineering for South Carolina Telecommunications Group Holdings, LLC d/b/a Segra, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #250-532. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DRAFT

RESOLUTION NO.: R-2021-074

EXHIBIT "A"

Last revised: 6/11/2021
21009332.1

SEGRA®

STATE OF SOUTH CAROLINA) **RIGHT OF ENTRY AGREEMENT**

COUNTY OF RICHLAND)

This Right of Entry Agreement (the "Agreement") is made as of the last date of signature hereon (the "Effective Date"), between the **CITY OF COLUMBIA** with its official mailing address being Post Office Box 147, Columbia, SC 29217 ("Owner"); and **South Carolina Telecommunications Group Holdings, LLC d/b/a Segra®,** a South Carolina limited liability company, with its principal place of business at 1500 Hampton Street, Columbia, SC 29201 ("Provider").

1. **Provision of Services on Right of Entry Basis**. Owner hereby grants to Provider and to Provider's affiliates a non-exclusive right to install, own, operate, maintain, replace, and remove, at Provider's sole option, expense, and risk, certain communications Equipment (Equipment defined as the cabinets, racks, and other hardware specified and/or designated by Provider), on and in the Owner's Equipment Room (defined herein as Owner's designated location for Provider's Equipment) located at 1601 Assembly Street, Columbia, SC 29201 and identified as Richland County Tax Map Number R09014-01-02. The route required to construct fiber into Owner's Equipment Room is described and shown on Exhibits A and B attached hereto and made a part hereof. Provider specifically reserves the right initially to install, operate, and maintain its Equipment in a manner necessary to provide Services (Services shall mean any voice, data, internet, or other telecommunications service offered by Provider) to current occupants; and thereafter, as subsequent requests are made to Provider for Services to additional occupants, to then install, operate, and maintain any additional hardware necessary to expand the Equipment to provide such additional Services within the area specified on the attached Exhibits A and B. The rights granted hereunder shall be deemed to include a right for Provider to have a right of entry for access, ingress and egress and the use of such area more clearly shown on the attached Exhibits A and B across all utility easements, rights of way, private roads and other areas on the premises as reasonably required for the installation, operation, maintenance, repair, replacement, and removal of the Equipment in the premises and for the provision of Services to the premises.

2. **Owner Covenants**. OWNER WARRANTS THAT IT IS THE OWNER OF THE PREMISES AND HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO GRANT ALL RIGHTS PROVIDED FOR HEREIN. Owner shall provide without charge to Provider adequate space and right-of-access to premises (both land and improvements) including rights of ingress and egress, for installation, operation, maintenance, inspection, replacement, removal, sales, marketing, and disconnection of the Equipment. Owner further agrees to provide Provider with access to vacant tenant premises and to cooperate in obtaining access to occupied tenant premises so that Provider may recover Equipment from delinquent accounts or from tenants who have not contracted for Services. Owner warrants that it will adequately safeguard the Equipment to prevent any persons other than authorized personnel from performing work thereon.

3. **Ownership and Installation of Equipment**. Provider shall install, own, and maintain the Equipment in the building(s) at its own expense. Ownership of all parts of the Equipment shall remain the personal property of Provider. The Equipment shall be installed in accordance with good engineering practices and shall conform to normal installation service guidelines for such Equipment. Owner agrees to allow Provider to use existing building conduit as the preferred means of installing the Equipment and delivering the Services to the premises. Within ninety (90) days after termination of this Agreement for any reason, Provider shall remove the Equipment or any part thereof, from the premises. In the event

such Equipment, or any part thereof, is not removed within the ninety (90) day period following the expiration or earlier termination, such Equipment shall be deemed abandoned by Provider, and Owner may dispose of same in whatever manner Owner may elect without any liability to Provider. Provider shall not be held in default or liable for any delay in commencing, or interruption of performance caused by conditions beyond its reasonable control.

4. **Billing of Services**. Occupants of the building(s) who desire Services from Provider shall be charged and billed individually for Services and connection to the Equipment at the agreed upon monthly rate(s) stated in Provider's Services contracts.

5. **Alterations to Premises**. Provider agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, consistent with such reasonable requirements as shall be imposed by Owner. Provider shall be responsible for any or all damages directly caused by its workmanship and/or direct damages caused during installation, except for the insertion of fasteners through the surface of walls for attachment of peripheral equipment, or the boring of holes which is part of the normal workmanship and which shall not be construed as damages. Provider agrees to hold the Owner harmless from damages arising from any faulty workmanship by Provider. Neither Owner, Owner's agent (hereinafter referred to as "Agent"), nor anyone acting by or under the authority of Owner or Agent, shall tamper with, make alterations to, or remove any equipment or cabling without prior written consent of Provider.

6. **Sale of Premises**. The obligations of Owner under this Agreement shall no longer be binding upon Owner in the event the Owner sells, assigns or otherwise transfers its interest in the premises as owner or lessee. In the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest. In the event the Owner sells, assigns, transfers or otherwise conveys the premises (or any portion thereof) to a third party, the Owner shall give Provider prior written notice of such change of ownership or control, and Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. A lease of the entire Building shall be deemed a transfer within the meaning of the foregoing sentence.

7. **Persons and Entities Bound by this Agreement**. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Owner and Provider and, except as otherwise provided in this Agreement to the contrary, their respective heirs, distributees, executors, administrators, successors and assigns, as the case may be.

8. **Term**. This Agreement shall continue in full force and effect from the Effective Date so long as Provider maintains a permit, license, or regulatory approval issued by the local regulating entity in which the building is located.

9. **Notices**. Any or all notices or demands by or from Owner to Provider, or Provider to Owner, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) five (5) days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) day after delivery to United States Postal Service Express Mail or similar overnight delivery service. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

SEGRA®

Owner: City of Columbia
P O Box 147, Columbia, SC 29201
Attn: City Manager

Provider: South Carolina Telecommunications Group Holdings, LLC d/b/a Segra®
1500 Hampton Street, Columbia, SC 29201
Attn: Michael D. Baldwin, Vice-President – Business & Legal Affairs
With a copy to: Amanda Folk, Director – Strategic Contracts

10. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL A PARTY TO THIS AGREEMENT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OR BUSINESS CONTEMPLATED IN THIS AGREEMENT.

11. **Governing Law**. The construction, interpretation and performance of this Agreement shall be construed in accordance with the laws of the State of South Carolina and the parties agree that all legal actions based on this Agreement shall be brought only in the applicable circuit court of South Carolina.

12. **Miscellaneous**. The terms and conditions contained herein supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement may be executed by any form of electronic signature, such as digital signature or email scan, and shall be deemed to be an original. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties. The invalidation of any of the provisions contained in this Agreement shall not affect the validity of any other provision herein. The waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. Either party may record this Agreement to confirm the rights granted herein. Upon the request of either party, the parties shall execute and deliver a mutually acceptable recordable memorandum hereof, and either party may record such memorandum in the public land record's office of the town in which the building is physically located.

IN WITNESS WHEREOF, Owner and Provider have executed this Agreement in multiple original counterparts as of the day and year of the last date of signature hereon.

PROVIDER:	**OWNER:**
South Carolina Telecommunications Group Holdings, LLC DBA Segra	City of Columbia, South Carolina
By: _____	By: _____
Name: _____	Name: Teresa B. Wilson
Title: _____	Title: City Manager
Date _____	Date: / /2021

APPROVED AS TO FORM

Legal Department City of Columbia, SC

6/11/2021

SEGRA®

EXHIBIT A

Description of fiber optic install by Provider for:

End User Customer
Columbia Post Office Federal Credit Union
1601 Assembly Street, Columbia, SC 29201
Contact Person: Harry Byrd - 803-779-2966

Description of Proposed Installation:
Starting from handhole (HH) on SW corner of Taylor St and Park St directional bore (3) 1.25" HDPE E/W (1) 96 FOC approx. 185' under Taylor St to new HH to be placed in lower level parking area of 1601 Assembly St. From New HH directional bore (1) 1.25" HDPE E/W (1) 96 FOC 647' to new HH. From New HH, directional bore (1) 1.25" HDPE E/W (1) 12 FOC 192' to next bore pit. From bore pit directional bore (1) 1.25" HDPE E/W (1) 12 FOC 193' to bore pit at building. From bore pit at building riser up approx. 12' and Core Drill wall to enter building ceiling space. Continue in ceiling space approximately 65' to Storage Room where FDP is to be placed. Leave 30' coil at FDP.

Attach Installation Drawings:
See the attached drawings prepared by Byers Engineering for Segra entitled “1601 Assembly St” and dated February 5, 2021.

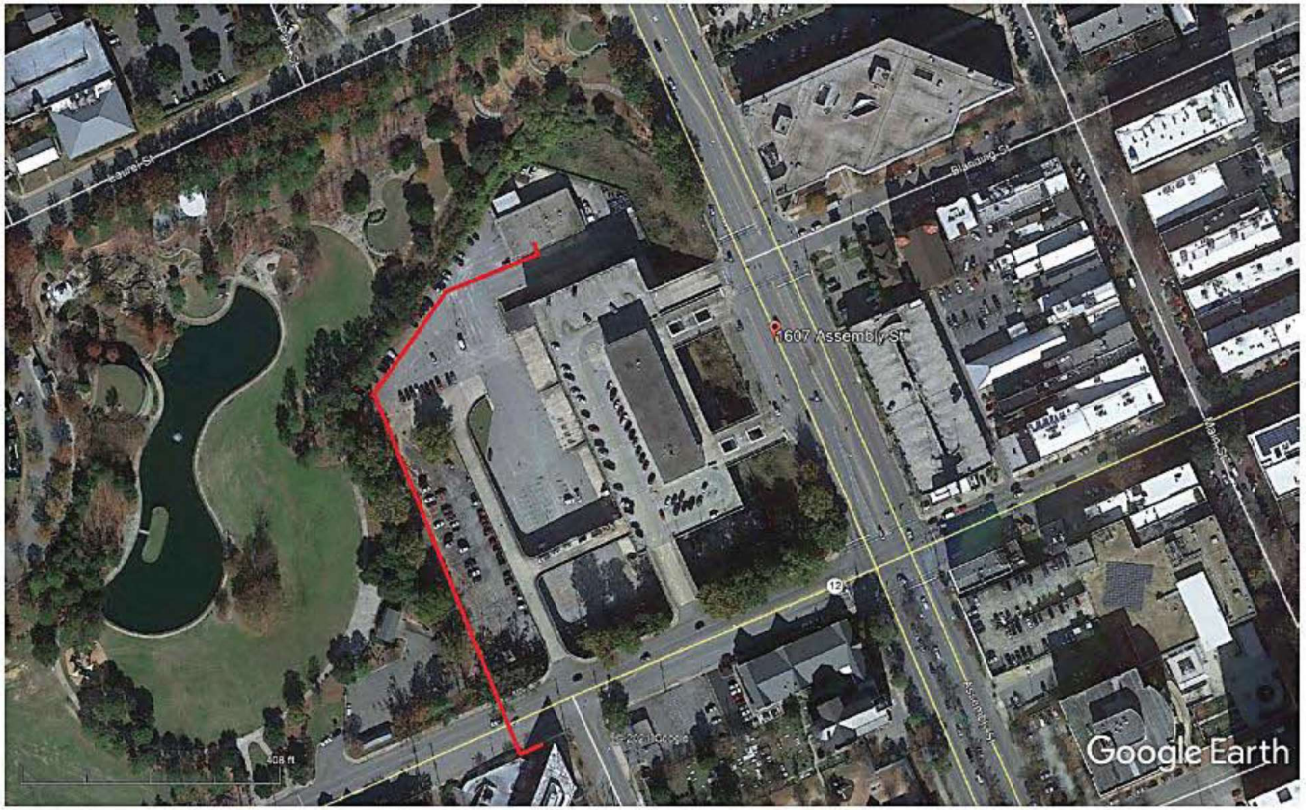
Exhibit “B”
The right-of-entry area being more clearly shown and delineated on a plat of the SEGRA Cable Route, dated May 20, 2019, last revised May 24, 2021, prepared by Cox and Dinkins, Inc. for the City of Columbia and being on file in the office of the Department of Engineering under CF#250-532; also being attached hereto and made a part hereof as Exhibit “B”.

THIS STAKING SHEET IS INTENDED & PREPARED FOR ROUTE DESIGNATION ONLY & THE ENGINEER HEREBY & EXPRESSLY SET OUT IN THE CONTRACT, DISCLAIMS ANY & ALL RESPONSIBILITY AND/OR OBLIGATION FOR MARKING, NOTING AND/OR REFLECTING THE EXISTENCE AND/OR LOCATION OF ANY & ALL UNDERGROUND FACILITIES, INCLUDING BUT NOT LIMITED TO PETROLEUM BEARING PIPELINES, NOT WITHSTANDING SAID FACILITIES MAY BE VISIBLE AND/OR MARKED ON THE SURFACE ALONG, OVER OR ACROSS SAID PROPOSED ROUTE ON THIS STAKING SHEET. SCALE IS APPROXIMATE AND SHOWN NOT TO BE USED TO DETERMINE ACTUAL LOCATIONS.

ADDRESS: 1601 ASSEMBLY ST
PROJECT NAME: ENTERPRISE
SERVICE ORDER: 2088908
EBS: 530798-001

APPROVED
By Jamie Timmons at 9:29 am, Feb 17, 2021

EXHIBIT A



SITE LOCATION

SEGRA

CUSTOMER CONTACT
HARRY BYRD
803-779-2966
HARRY@CPOFCU.COM

SEGRA ENGINEER
JAMIE TIMMONS
803-609-7412
JAMIE.TIMMONS@SEGRA.COM

DESIGN ENGINEER
ANGELA CARTER
BYERS ENGINEERING
803-920-2084
ANGELA.CARTER@BYERS.COM

SITE INDEX

01 - COVER SHEET
02 - CONTACT LIST
03 - LEGEND
04 - GENERAL NOTES
05 - 07 - OSP PROJECT SHEET
08 - 09 - SITE PHOTOS
10 - CONSTRUCTION TYPICALS
11 - CONSTRUCTION TYPICALS
12 - CONSTRUCTION TYPICALS
13 - CONSTRUCTION TYPICALS
14 - CONSTRUCTION TYPICALS
15 - CONSTRUCTION TYPICALS
16 - RAKE OFF TOTAL

PERMITS REQUIRED

01 - SCDOT

SCOPE OF WORK:

Starting from HH on SW corner of Taylor St and Park St DBore (3) 1.25" HDPE E/W (1) 96 FOC approx. 185' under Taylor St to new HH to be placed in lower level parking area of 1601 Assembly St. From New HH DBore (1) 1.25" HDPE E/W (1) 96 FOC 647' to new HH. From New HH, DBore (1) 1.25" HDPE E/W (1) 12 FOC 192' to next bore pit. From bore pit DBore (1) 1.25" HDPE E/W (1) 12 FOC 193' to bore pit at building. From bore pit at building riser up approx. 12' and Core Drill wall to enter building ceiling space. Continue in ceiling space approx 65 to Storage Room where FDP is to be placed. Leave 30' coil at FDP.

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2				REVISION # 1
1	2/5/2021		AB	ORIGINAL

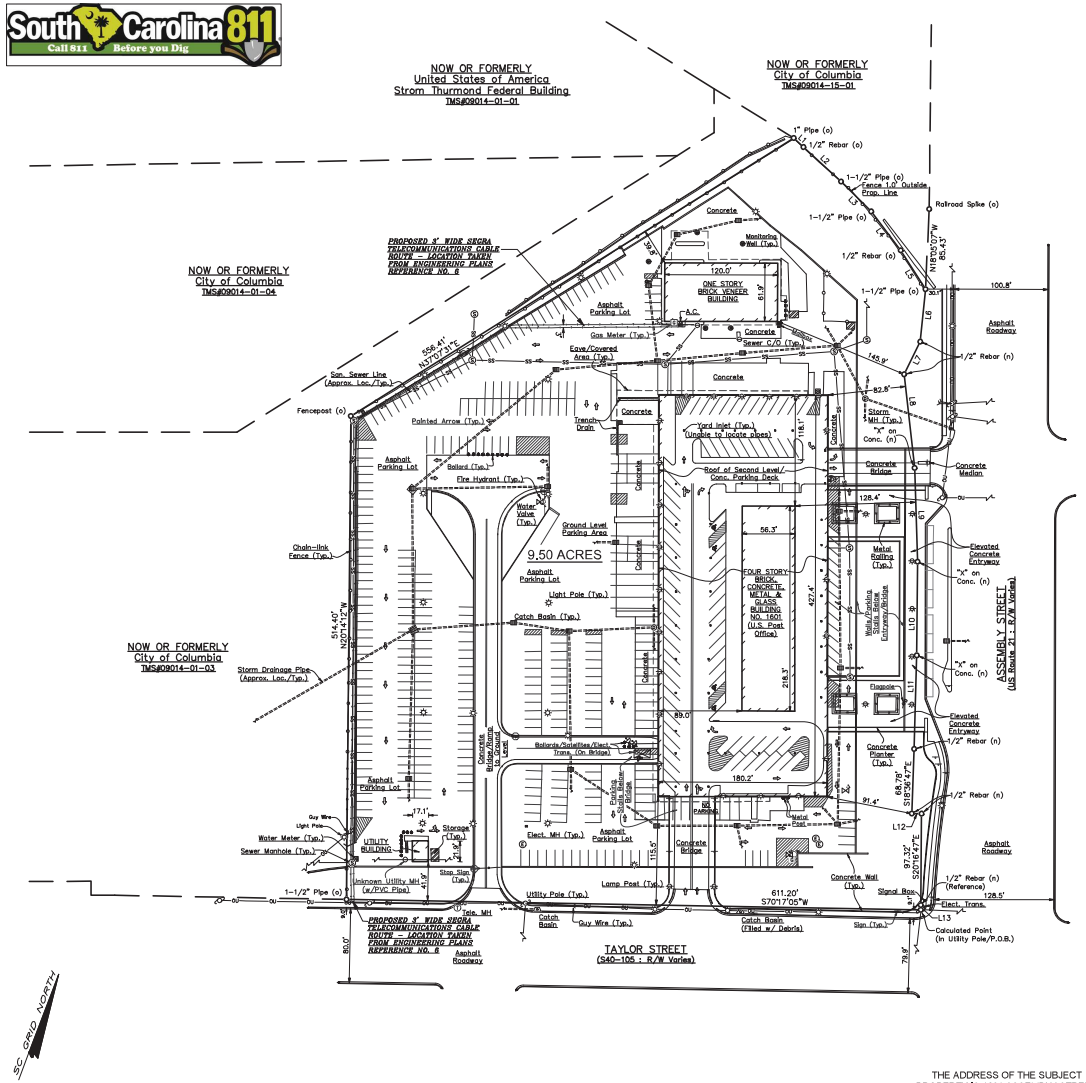
South Carolina Telecommunications Group Holdings, LLC d/b/a Segra

PROJECT MANAGER:	
ENGINEERING FIRM:	Byers Engineering
SO/EWO#, EBS#:	2088908/EBS#530798-001
PROJECT NAME:	ENTERPRISE
PROJECT LOCATION:	1601 ASSEMBLY ST
DRAWING NAME:	1601 ASSEMBLY ST.dwg

CONFIDENTIAL/PROPRIETARY

SHEET: 01 OF 16

811 Know what's below. Call before you dig.

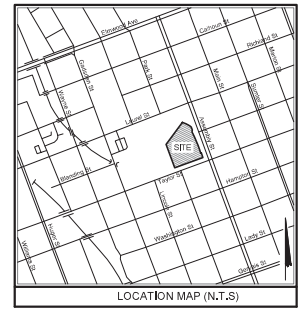


THE ADDRESS OF THE SUBJECT PROPERTY IS 1601 ASSEMBLY STREET

LEGEND

Metal Post; Satellite Dish; Flagpole; Mailbox; Accessible parking space; Stop Sign; Sign; Traffic Arrows; Bollard; Monitoring Well; Telephone Manhole; Gas Meter; Catch Basin; Junction Box; Yard Drain; Sewer Manhole; Sewer Cleanout; Fire Hydrant; Water Valve; Water Meter; Guy Wire; Light Pole; Lamp Post; Electric Transformer; Electric Manhole; Utility Pole

Wall; Chain-link Fence; Storm Drainage Line (Approximate Loc.); Sanitary Sewer Line (Approximate Loc.); Overhead Utility Line



LAND DESCRIPTION, as surveyed:

Beginning at a Calculated Point (In Utility Pole) at the intersection of the western right-of-way of Assembly Street and the northern right-of-way of Taylor Street, this being the POINT OF BEGINNING (P.O.B.); thence turning and running S 70°17'05" W along the northern right-of-way of Taylor Street for a distance of 611.20 feet to a 1-1/2" Pipe (o); thence turning and running N 20°14'12" W along the property now or formerly of City of Columbia for a distance of 514.40 feet to a Fencepost (o); thence turning and running N 37°07'31" E along the property now or formerly of City of Columbia for a distance of 556.41 feet to a 1" Pipe (o); thence turning and running S 68°03'24" E along the property now or formerly of City of Columbia for a distance of 14.17 feet to a 1/2" Rebar (o); thence turning and running S 68°38'23" E along the property now or formerly of City of Columbia for a distance of 54.34 feet to a 1-1/2" Pipe (o); thence turning and running S 66°02'06" E along the property now or formerly of City of Columbia for a distance of 45.14 feet to a 1-1/2" Pipe (o); thence turning and running S 57°52'37" E along the property now or formerly of City of Columbia for a distance of 52.01 feet to a 1/2" Rebar (o); thence turning and running S 53°16'27" E along the property now or formerly of City of Columbia for a distance of 49.06 feet to a 1-1/2" Pipe (o); thence turning and running S 15°04'13" E along the western right-of-way of Assembly Street for a distance of 56.03 feet to a 1/2" Rebar (n); thence turning and running S 05°37'13" W along the western right-of-way of Assembly Street for a distance of 38.77 feet to a 1/2" Rebar (n); thence turning and running S 27°07'47" E along the western right-of-way of Assembly Street for a distance of 100.35 feet to an "X" on Conc. (n); thence turning and running S 22°33'47" E along the western right-of-way of Assembly Street for a distance of 99.81 feet to an "X" on Conc. (n); thence turning and running S 20°16'47" E along the western right-of-way of Assembly Street for a distance of 99.64 feet to an "X" on Conc. (n); thence turning and running S 19°07'47" E along the western right-of-way of Assembly Street for a distance of 99.66 feet to a 1/2" Rebar (n); thence turning and running S 18°36'47" E along the western right-of-way of Assembly Street for a distance of 68.78 feet to a 1/2" Rebar (n); thence turning and running N 69°43'13" E along the western right-of-way of Assembly Street for a distance of 10.46 feet to a 1/2" Rebar (n); thence turning and running S 20°16'47" E along the western right-of-way of Assembly Street for a distance of 97.32 feet to a 1/2" Rebar (n) (Reference); thence turning and running S 20°16'47" E along the western right-of-way of Assembly Street for a distance of 5.00 feet to a Calculated Point (In Utility Pole), this being the POINT OF BEGINNING (P.O.B.).

Line Table		
Line #	Length	Direction
L1	14.17'	S68°03'24"E
L2	54.34'	S68°38'23"E
L3	45.14'	S66°02'06"E
L4	52.01'	S57°52'37"E
L5	49.06'	S53°16'27"E
L6	56.03'	S15°04'13"E
L7	38.77'	S5°37'13"W
L8	100.35'	S27°07'47"E
L9	99.81'	S22°33'47"E
L10	99.64'	S20°16'47"E
L11	99.66'	S19°07'47"E
L12	10.46'	N69°43'13"E
L13	5.00'	S20°16'47"E

SCHEDULE B - SECTION 2 - EXCEPTIONS FROM COVERAGE:

Chicago Title Insurance Company
Commitment for Title Insurance
Title Commitment No. 2001827.0000104
Dated: August 9, 2019 @ 8:30 AM.

Item 8: Easement by and between Legh R. Powell, Jr. and Henry W. Anderson, as Receivers of Seaboard Air Line Railway Company and South Carolina Electric & Gas Company dated October 27, 1942 and recorded in Book GD at Page 97 in the Office of the Register of Deed for Richland County, South Carolina. (unable to plot, vague description and no width given)

Item 9: Lease by and between Honolulu Rapid Transit Company, Limited and United States of America dated June 16, 1966 and recorded June 20, 1966 in Book D-46 at Page 312 in the aforesaid records. (not a survey matter)

Item 10: Spillage rights set forth in Deed dated September 23, 1965, recorded in Book D-27 at Page 450 and Deed dated July 30, 1964, recorded in Book 393 at Page 607 in the aforesaid records. (property is subject to spillage rights of South Carolina Highway Department necessary to maintain the slopes and fills of Taylor and Assembly Streets adjacent to the property)

Item 11: Matters shown on plats recorded in Book 19 page 21 and Book C Page 65 in the aforesaid records. (current visible improvements are shown hereon)

Item 12: Matters shown on ALTA/NSPS Land Title Survey Prepared for City of Columbia, S.C. by Cox and Dinkins, Inc. dated May 20, 2019, recorded _____, 2019 in Plat Book _____ at page _____ in the aforesaid records, including the following:

a. Overhead utility lines; electric transformers; electric manholes
b. Sanitary sewer lines; sewer manholes; sewer clean-outs; catch basins
c. Water valves;
d. Gas meters;
e. Storm drain pipes; storm drain manholes;
f. Light poles; utility poles; lamp posts
g. Monitoring wells;
h. A/C units;
i. Fire hydrant;
j. Bollards;
k. Flagpole
l. Yard inlet;
m. Trench drain;
n. Junction box
o. Elevated concrete entryway
p. Satellite dishes;
q. Stop signs;
r. Chain link fence;
s. Unknown utility manhole.

CERTIFICATION:

To City of Columbia; Firm Title, LLC; Burr & Forman LLP; and Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes no items of Table A thereof. The fieldwork was completed on May 20, 2019.

Date of Plat or Map: May 20, 2019

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 A survey as specified therein; also there are no visible encroachments or projections other than shown.

preliminary

MAY 20, 2019

PROF. LAND SURVEYOR NO. 13517
J. DON RAWLS, JR.

SOUTH CAROLINA REGISTERED LAND SURVEYOR 13517 J. DONALD RAWLS, JR.

REFERENCES:

1) A PLAT PREPARED FOR CITY OF COLUMBIA, BY WILLIAM WINGFIELD, DATED DECEMBER 1, 1961, REVISED ON JANUARY 10, 1963. [NOTE: THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY SHOWN ON THIS PLAT REFERENCE]
2) RICHLAND COUNTY DEED BOOK D-27, PAGE 450.
3) A PLAT PREPARED FOR CITY OF COLUMBIA, BY COX AND DINKINS, INC., DATED OCTOBER 14, 2014, REVISED ON NOVEMBER 21, 2018.
4) A PLAT PREPARED FOR CITY OF COLUMBIA, BY WILLIAM WINGFIELD, DATED DECEMBER 1, 1961, and RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK 19, PAGE 21.
5) PLAN AND PROFILE OF PROPOSED STATE HIGHWAY, DOCKET 40.551, ROAD S-105 (TAYLOR STREET), SHEETS 18 AND 19 OF 48. AND DOCKET 40.551, ROUTE NO. 21 (ASSEMBLY STREET), SHEETS 13 AND 14 OF 23.
6) ENGINEERING PLANS PREPARED FOR SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC d/b/a SEGRA, BY BYERS ENGINEERING, DATED FEBRUARY 5, 2021.

NOTES:

1) THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND SERVICES ARE UNKNOWN.
2) REFERENCE IS MADE TO CHICAGO TITLE INSURANCE COMPANY, COMMITMENT FOR TITLE INSURANCE: 2001827.0000104, DATED AUGUST 9, 2019 @ 8:30 AM.
3) THE PROPERTY IS LOCATED IN ZONE X, BY SCALED LOCATION AND GRAPHIC PLOTTING, AS DEPICTED ON FLOOD INSURANCE RATE MAP PANEL 45079C0243 L, DATED DECEMBER 21, 2017.

REVISIONS

No.	DATE	DESCRIPTION
1	08/22/2019	Revised to update title commitment. No field work.
2	05/24/2021	Revised to show proposed SEGRA cable route. No field work.

SOUTH CAROLINA COX AND DINKINS, INC. No. C00294 CERTIFICATE OF AUTHORIZATION

CERTIFICATE OF AUTHORIZATION SEAL

COX AND DINKINS ENGINEERS – SURVEYORS

COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803-254-0810 Fax: 803-799-0393
Email: cdinc@coxanddinkins.com

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR

CITY OF COLUMBIA, S.C.

RICHLAND COUNTY, COLUMBIA, S.C.

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X_____
(Registered Surveyor)
Printed Name: J. Don Rawls, Jr.
License#: 13517

DATE:	SCALE:	TAX MAP NUMBER:	BOOK:	CHK:	SF:	PROJ.:	BY:
MAY 20, 2019	1" = 60' (0' 30' 60' 120')	09014-01-02	65A-01; 70E-36; 98E-72	5	244-16A	9E65A-01rev2.dwg	20

DRAWER NO.

CF#250-532

THE SURVEY IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE
COPYRIGHT © 2019 COX and DINKINS, INC. ALL RIGHTS RESERVED.

RESOLUTION NO.: R-2021-076

Authorizing acceptance and dedication of streets known as a portion of Peyton Road and Garner Springs Court, located in Pennington Place, Phase 1 and the remaining portion of Peyton Road, Trice Court, and Magnolia Springs Court, located in Pennington Place, Phase 2; Richland County TMS#16411-11-01 & 02; CF#285-11

WHEREAS, the above-referenced streets are located in the City limits of Columbia in the subdivision known as Pennington Place. The approval of the development plans for Pennington Place subdivision included dedication of the streets to the City of Columbia; and,

WHEREAS, the Street Division has inspected the streets on the said property and found that they were constructed in compliance with the City's ordinances and regulations and recommends approval for acceptance; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2021 that the City of Columbia accepts dedication of the aforesaid streets known as a portion of Peyton Road and Garner Springs Court, located in Pennington Place, Phase 1 and the remaining portion of Peyton Road, Trice Court, Magnolia Springs Court, located in Pennington Place, Phase 2.

Pennington Place subdivision is located in District 4 along Leesburg Road and was annexed into the City limits on November 17, 2004. The said streets are located as shown on a final plat of Pennington Place, Phase 1, dated November 3, 2005, last revised April 1, 2021 and being on file in the office of the Department of Engineering under City File #285-11; also, as shown on a final plat of Pennington Place, Phase II, dated July 14, 2006, last revised April 1, 2021 and being on file in the office of the Department of Engineer under City File #285-11. Copies of said plats 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:

_____
Senior Assistant City Attorney

ATTEST:

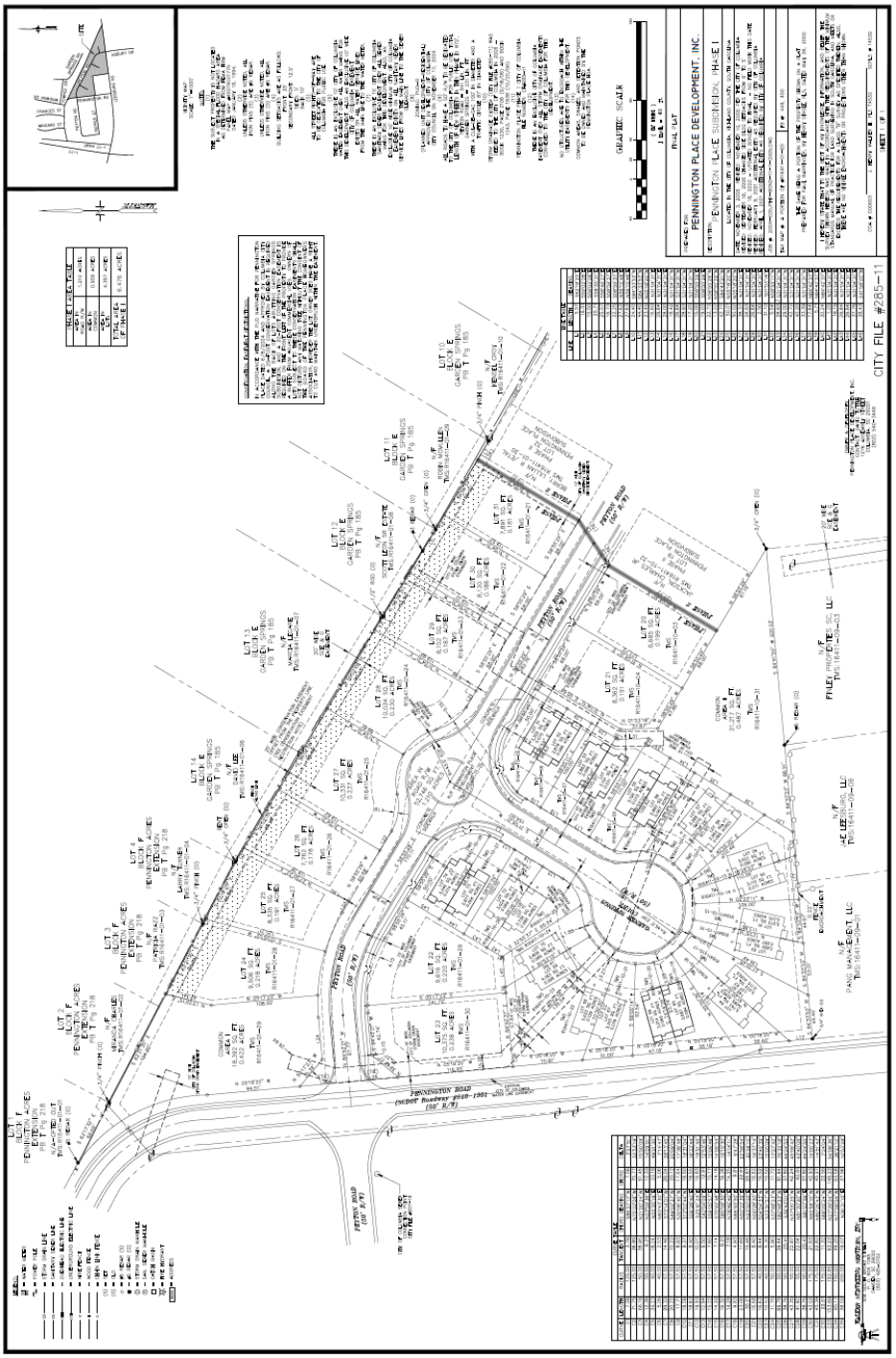
_____
City Clerk

Introduced:
Final Reading:

DRAFT

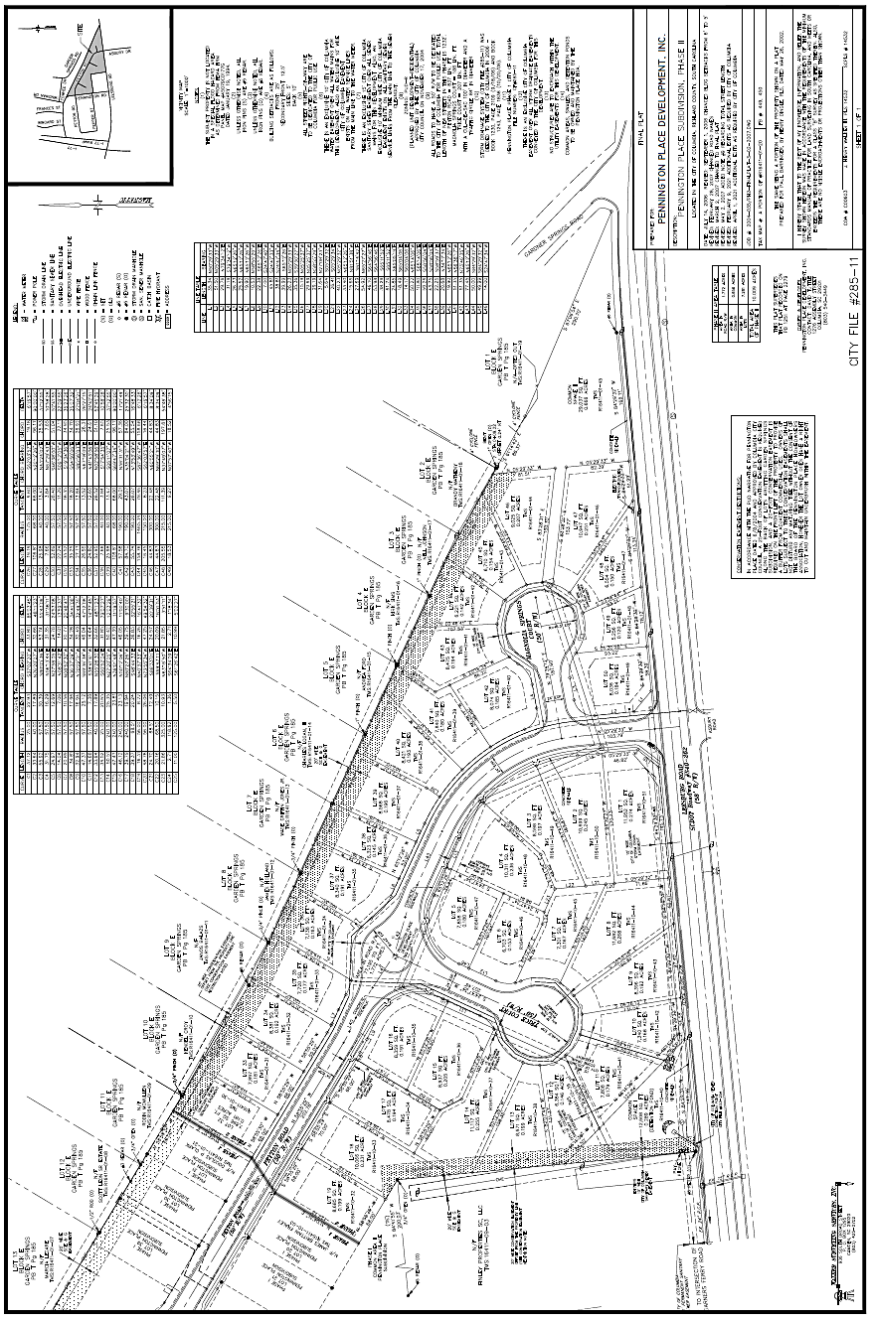
RESOLUTION NO.: R-2021-076
Exhibit "A"

Pennington Place, Phase 1



RESOLUTION NO.: R-2021-076
Exhibit "A"

Pennington Place, Phase 2



RESOLUTION NO.: R-2021-076
Exhibit "A"

RESOLUTION NO.: R-2021-077

Authorizing the City Manager to execute a Second Amendment to the Spirit Communications Park Naming Rights Agreement

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Second Amendment to the Spirit Communications Park Naming Rights Agreement, or in a form to be approved by the City Attorney, between Segra, Hardball Capital, LLC and the City of Columbia, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

Approved by:

_____
City Manager

_____
Mayor

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/2/2021
21009575

LEGAL DEPARTMENT DRAFT

SECOND AMENDMENT TO THE SPIRIT COMMUNICATIONS PARK NAMING RIGHTS AGREEMENT

THIS SECOND AMENDMENT TO THE SPIRIT COMMUNICATIONS PARK NAMING RIGHTS AGREEMENT("Amendment No. 2") is made and entered into as of the date of the last signature hereinbelow (the "Effective Date") by and between the City of Columbia, South Carolina (the "City"); Hardball Capital LLC, a Georgia limited liability company (the "Team"); and South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications, presently doing business as Segra, a South Carolina limited liability company ("Segra"). The City, Team or Segra may be referred to herein individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, the Parties executed the Spirit Communications Park Naming Rights Agreement on November 14th, 2014 (the "Agreement");

WHEREAS, the Parties amended the Agreement on December 18th, 2014 to add language to include additional requirements in compliance with Major League Baseball's then-existing rules;

WHEREAS, the Parties desire to amend the Agreement to change the name of the Agreement to reflect the change in name of one of the Parties and to account for the impact of the COVID 19 pandemic on the Agreement;

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

1. Except as the context otherwise requires, capitalized terms used in this Amendment No. 2 without definition shall have the same meanings as are set forth in the Agreement.

2. Henceforth the Agreement shall be known as the Segra Park Naming Rights Agreement and all amendments shall also reflect this change of name.

3. The Initial Term of the Agreement shall be extended by one year as shall Segra's time in which to provide a written election notice to the Team and the City to exercise the Extended Term. The Initial Term of the Agreement shall run through the conclusion of the 2026 Minor League Baseball season. Segra shall provide the written election notice to exercise the Extended Term to the Team and the City no later than September 30, 2025. The Extended Term, if exercised, shall extend five years from the conclusion of the Initial Term.

4. Segra shall continue to pay Naming Rights Fees on the schedule dictates by Section 2 of the Agreement. Segra shall not have a Naming Rights payment due in April of 2026.

5. The Parties agree that the COVID 19 pandemic is a Force Majeure event under Section 5 of the Agreement and that failure to achieve 200,000 attendees in the 2020 and 2021 seasons shall not trigger or contribute in any way to a default condition under the Agreement.

6. A new Section 3(j) shall be added and shall read as follows:

   The Team shall hereby be permitted to sublicense the stadium name and logo and any relevant Segra intellectual property (the "Stadium IP") to all Authorized Sublicensees and to authorize such Authorized Sublicenses to sublicense to their respective licensees and agents the use of the

Stadium IP (i) for promotional purposes in reference to the Venue and events and Team games held within the Venue, the Team and the MLB PDL and its composite leagues; and (ii) for inclusion on merchandise and premiums as permitted by the PDL Documents (as defined herein). For purposes of this Agreement, "Authorized Sublicensee" means the Team, MLB Professional Development Leagues, LLC ("MLB PDL"), Minor League Baseball, MLB Advanced Media, L.P., The Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., and The MLB Network, LLC.

7. Section 15 is hereby deleted and shall be replaced in its entirety with the following:

15. Compliance with Baseball Rules.

Segra hereby acknowledges and agrees that all rights and entitlements granted under this Agreement shall be subject to the review and written approval of MLB PDL, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "PDL Documents"): (i) any present or future agreements or arrangements entered into by, or on behalf of MLB PDL and/or any of its respective present or future affiliates, assigns or successors (collectively, the "PDL Entities"); and (ii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, MLB PDL, any other PDL Entity and/or the Commissioner of Baseball that are specifically related to or generally applicable to the player development league system or one or more of its clubs. The issuance, entering into, amendment, or implementation of any of the PDL Documents shall be at no cost or liability to any PDL Entity or to any individual or entity related thereto. The territory within which Segra is granted rights hereunder is limited to, and nothing herein shall be construed as conferring on Segra rights in areas outside of, the marketing territory of the Team as established and amended from time to time pursuant to the PDL Documents. No rights, exclusivities or obligations involving the internet or any interactive or on-line media (as defined by the PDL Entities) are conferred by this Agreement, except as are specifically approved in writing by the Team.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment No. 2 to be duly executed on its behalf on the date written below its signature.

SEGRA

By: _____

Print Name: _____

Title: _____

Date: _____

HARDBALL CAPITAL

By: _____

Print Name: _____

Title: _____

Date: _____

THE CITY OF COLUMBIA SOUTH CAROLINA

By: _____

Print Name: Teresa B. Wilson

Title: City Manager

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2021-023

Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2021 on Main Street on Friday, October 22, 2021 and Saturday, October 23, 2021

WHEREAS, SC Pride Movement ("Sponsor") is sponsoring the SC Pride Festival 2021 on Friday, October 22, 2021 and Saturday, October 23, 2021 in 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; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from noon on Friday, October 22, 2021 until midnight Saturday, October 23, 2021, of 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; and, for the temporary closing and use of right-hand west bound lane of traffic of the 1100 and 1200 blocks of Gervais Street for parade disbursement on Friday, October 22, 2021, for a parade and event to be held on Friday, October 22, 2021 from 6:00 p.m. until 10:00 p.m. and an event on Saturday, October 23, 2021 from noon until 10:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. and 9:30 p.m. on Friday, October 22, 2021 and from noon until 9:30 p.m. on Saturday, October 23, 2021; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for hiring of no less than two (2) off-duty City of Columbia police officers during the hours of noon Friday, October 22, 2021 until midnight Saturday, October 23, 2021.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2021, that the sale of beer and wine beverages only is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Friday, October 22, 2021 and between the hours of noon and 9:30 p.m. on Saturday, October 23, 2021; 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. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of 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; and, 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 either or both Friday, October 22, 2021 or Saturday, October 23, 2021, the City Manager is authorized to approve the rescheduling of one or both events 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:

T.A. Knox

_____
City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	March 9, 2021
REQUESTORS NAME/CONTACT INFORMATION (E-MAIL/ PHONE #/FAX #)	Jeff March/President, SC Pride Movement marchnsc@yahoo.com 803-269-6326
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Famously Hot SC Pride Parade and Festival To support, advocate, educate and celebrate the LGBT community of South Carolina.
DATE(S) OF EVENTS: (multiple day can be on one request)	October 22-Get Lit Night Parade and Concert October 23-Famously Hot SC Pride Festival
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)	1200 Block of Main Street (from parking garage entrance) to 1400 Block of Main Street (at Hampton and the CMA, with complete access to the intersection of Main and Hampton for ample space for crowds attending stage. The stage is completely backed up to the curb of the sidewalks on the side of Hampton street that connects to the CMA. NO THRU TRAFFIC OF ANY KIND IN THIS INTERSECTION!
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)	Friday, October 22, 2021 NOON: Lady Street from Main to parking lot entrance of First Citizens for Main Stage, sound and light set up. Intersection of Main and Lady closes at 4pm, as well as Lady from Garage entrance to Main intersection. Main Street from parking garage of 1200 block to Laurel begins to close for night Parade. Assembly of parade begins at 5pm at Laurel and Main Street areas. Parade kicks off from Main and Laurel at DARK. Saturday, October 23, 2021
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	Friday, October 22, 2021 As stated above, some very small areas will close for Stage set up at Noon. By 6pm, Parade streets completely closed to all traffic. Pedestrians begin to fill the streets for parade viewing, and kick off party at the intersection of Main and Lady
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	Friday, October 22, 2021 6pm-10pm Saturday, October 23, 2021 Noon-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.)*	Friday, October 22, 2021 6-9:30pm Saturday, October 23, 2021 Noon-9:30pm

Requests should be submitted by mail, e-mail or fax at least **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 ( ), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights., Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George H. Adams, Jr., 803-545-3703;
Legal Department - Shari Ardis; 803-737-4242; or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; - parade permit, police
Police Department Community Services - Brenda Murphy; 803-545-3507. - street closing

Last revised: 1/52/2021

Ardis, Shari L

From: jeff march <marchnsc@yahoo.com>
Sent: Tuesday, March 9, 2021 8:00 AM
To: Ardis, Shari L
Subject: [EXTERNAL] Famously Hot SC Pride parade and festival Safety

***WARNING*: Use caution with links and documents in emails referencing the Coronavirus situation. Malicious actors have been using this situation as an opportunity to take advantage of users.**

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.

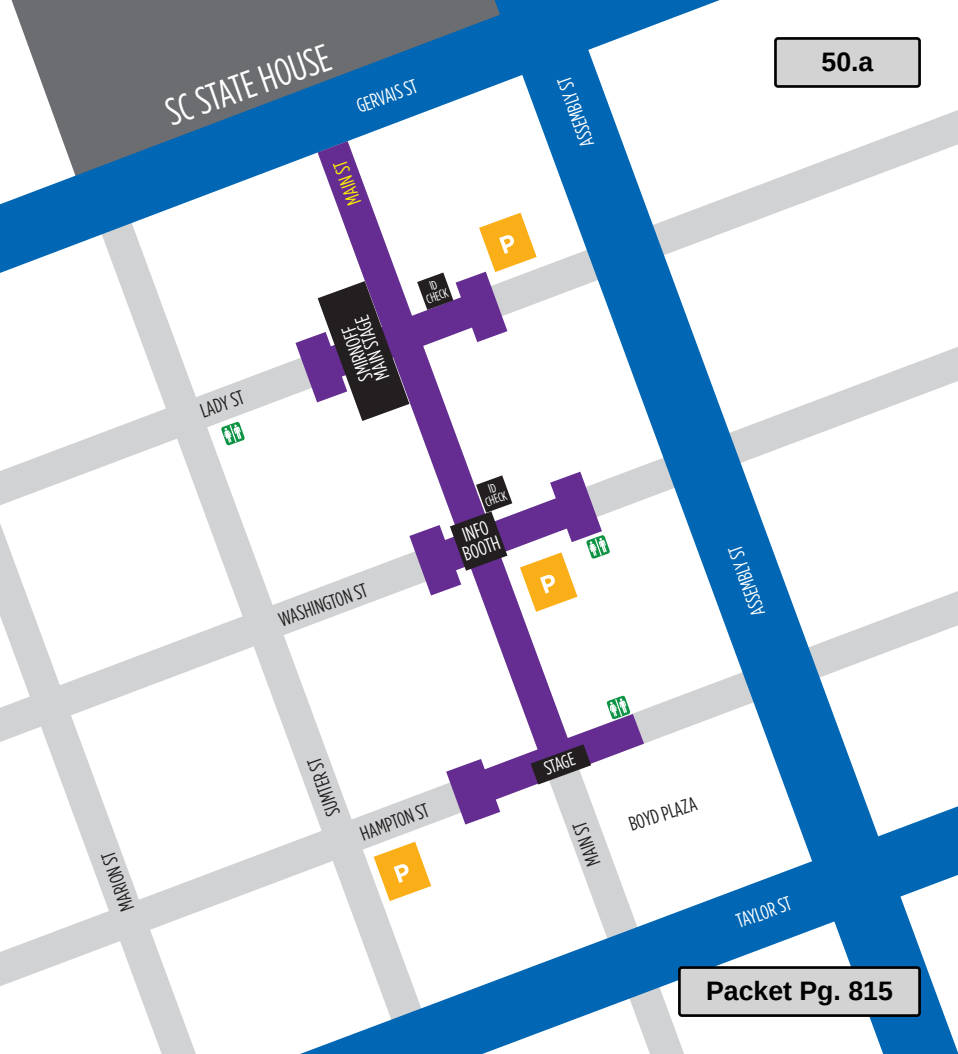
Famously Hot SC Pride Parade and Festival SAFETY PLAN/PROTOCOLS

Famously Hot SC Pride Parade and Festival will take place on October 22 and 23, 2021 in the Main Street district. Each day is comprised of specific events where protocols will be in place to ensure the safety of patrons.

-
-

1. All vendors and patrons are asked to please stay home if you are positive for COVID-19, are showing symptoms of COVID-19 or have had close contact with a person with symptoms in the past 14 days.
2. All vendors and patrons are asked to maintain 6+ feet of social distancing at all times at SC Pride events.
3. The City of Columbia mask ordinance is in place, so all patrons, vendors and businesses participating in SC Pride events are required to properly wear a face mask. (Masks are not required for children age 2 and younger.)
4. Please refrain from all hand and body contact with other patrons and vendors.
5. We ask all patrons to please refrain from handling products at vendor booths. Please ask the business for assistance.
6. Hand sanitizing stations will be available at SC Pride events.
7. Throughout the event, safety protocols will be announced from the various stages.

Jeff March
President, SC Pride Movement
931-D Senate Street
Columbia, SC 29201
(803) 269-6326


SC STATE HOUSE
GERVAIS ST
ASSEMBLY ST
MAIN ST
P
ID CHECK
SMIRNOFF MAIN STAGE
LADY ST
WASHINGTON ST
INFO BOOTH
STAGE
SUMTER ST
HAMPTON ST
BOYD PLAZA
MARION ST
TAYLOR ST

PARKING

MAIN STAGE

LADY

MAIN

PARKING

PARKING ACCESSIBLE FROM ASSEMBLY

WASHINGTON

INFO

HAMPTON

SECONDARY STAGE

S.C. Pride Festival

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

N
W E
S

1600 MAIN ST
1600 SUMTER ST
1200 TAYLOR ST
1100 TAYLOR ST
1500 MAIN ST
1500 SUMTER ST
1400 MARION ST
1300 HAMPTON ST
1500 ASSEMBLY ST
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1200 SUMTER ST
1200 MAIN ST
1300 PARK ST
1000 LADY ST
1200 ASSEMBLY ST
1200 GERVAIS ST
1100 SUMTER ST
1200 PARK ST
1100 GERVAIS ST
1000 GERVAIS ST
1100 ASSEMBLY ST
900 GERVAIS ST

0 125 250 500 750 1,000 Feet

Both Sides of the Street

Legend

S.C. Pride Festival

Perimeter Cleanup Boundary

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180416_SCPrideFestival.mxd

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2021-066

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for White Nights on Boyd Plaza on Thursday, August 12, 2021

WHEREAS, the Columbia Museum of Art ("CMA") is hosting White Nights on Boyd Plaza on Thursday, August 12, 2021 from 7:00 p.m. until 10:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for CMA White Nights from 6:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 7:00 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only on Thursday, August 12, 2021 from 7:00 p.m. until 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for hiring no less than two (2) off-duty City of Columbia police officers during the hours of 6:00 p.m. until 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Thursday, August 12, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and

bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that 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:

T.A. Knox

_____
City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/4/2021
21009161

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	5/24/2021
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Wilson Bame wbame@columbiamuseum.org 803-343-2181
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	White Nights on Boyd Plaza
DATE(S) OF EVENTS: (multiple day can be on one request)	August 12, 2021
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)	Columbia Museum of Art 1515 Main St. Columbia, SC 29201
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	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	6:00pm - 10:00pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	7:00pm - 10:00pm
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.)*	7:00pm - 9:30pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM*

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.
Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021

the Columbia Museum of ART

COVID-19 Event Safety Plan

Masks are required to gain admission or participate in the event in accordance with applicable state laws/ordinances.

Sanitizer stations will be placed throughout the event area and museum for the duration of the event. The CMA has adequate supplies for increased cleaning and disinfection for high traffic areas and bathrooms.

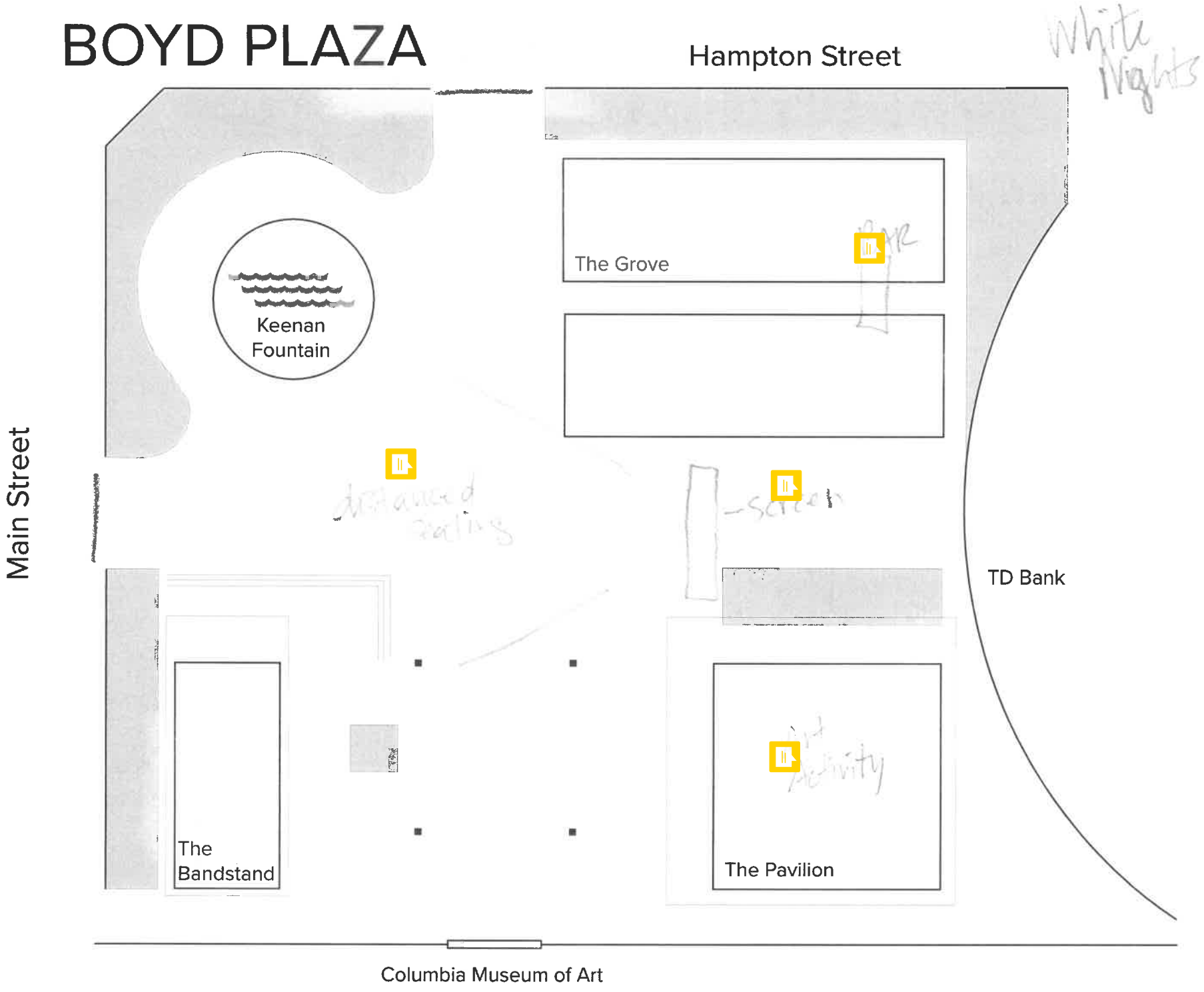
The CMA has a social distancing plan in place. The plan encourages individuals who are not part of the same household to stay at least 6 feet apart before, during, and after the event by addressing traffic flow, seating layout and/or availability of seating, and, if applicable, blocking off rows and/or sections.

Visible guidelines will be posted, such as decals/tape on floors, signs on walls, and/or stanchions with signs, to promote social distancing.

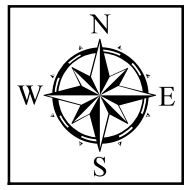
All outside event vendors will be fully informed of the CMA's COVID-19 safety protocols and agree to adhere to all protocols for the duration of the event.

Visible guidelines of COVID-19 safety protocols and event specific rules will be posted for attendees to see upon entry.

BOYD PLAZA


Hampton Street
White Nights
Keenan Fountain
The Grove
Main Street
TD Bank
The Bandstand
The Pavilion
Columbia Museum of Art

Boyd Plaza Street Clean-up



1600 ASSEMBLY ST

1600 MAIN ST

1100 TAYLOR ST

1000 TAYLOR ST

1500 ASSEMBLY ST

1500 MAIN ST

1500 SUMTER ST

1300 HAMPTON ST

1200 HAMPTON ST

1400 SUMTER ST

1100 HAMPTON ST

1000 HAMPTON ST

1500 PARK ST

1400 ASSEMBLY ST

1400 MAIN ST

Boyd Plaza

Both Sides of the Street

Legend

Boyd Plaza

Perimeter Clean-up Boundary

0 37.5 75 150 225 300 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\20140519_Crawfish_jrtinsley\mxd\07132015_BoydPlaza.mxd

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2021-067

Authorizing consumption of beer and wine only within the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza at the Jam Room Music Festival on Saturday, October 16, 2021

WHEREAS, Jam Room Recording Studio ("Sponsor") is sponsoring the Jam Room Music Festival in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza, on Saturday, October 16 2021; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza from 5:00 a.m. until midnight for preparation and staging of the area for an outdoor event to be held between 12:00 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only on Saturday, October 16, 2021 from 12:00 p.m. until 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for hiring off-duty City of Columbia police officers during the hours of 5:00 a.m. until midnight of no less than two (2) officers.

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 _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 12:00 p.m. and 9:30 p.m. on Saturday, October 16, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of

trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that 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:

T.A. Knox

_____
City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/23/2021
21009171

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST: 5-20-2021

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#): PHILLIP BLAIR, JAM ROOM MUSIC FESTIVAL, 803-767-8008 phillblair@gmail.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser): JAM ROOM MUSIC FESTIVAL

DATE(S) OF EVENTS: (multiple day can be on one request): 10/16/2021

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.): N/A

LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street): 1400 BLOCK of MAIN ST, 1100 BLOCK of HAMPTON STREET, BOYD PLAZA

STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza): 1400 BLOCK of MAIN ST, 1100 BLOCK of HAMPTON STREET, 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: 5:00 AM - 12:00 AM

HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*: NOON - 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.)*: NOON - 9:30PM

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 3/3/2021

MUSIC JAM ROOM FESTIVAL

FREE!

NOON – 10 P.M.
MAIN & HAMPTON ST.
COLUMBIA, SC

FESTIVAL ENTRANCE →

TO SUMTER STREET ↑

BIKE VALET
& Ride check-in

Festival HQ / First Aid
Volunteer Check In

5 6

HAND WASHING STATIONS

STAGE

Hampton St. closed at Main St.
Main St. closed at Hampton St.
3:00 a.m. to 12:00 a.m.

MAIN STREET

3 4 7 8

FESTIVAL ENTRANCE →

← FESTIVAL ENTRANCE

9

Main St. closed at Washington St.

← FREE ADMISSION
COLUMBIA MUSEUM OF ART!

2
1

HAMPTON STREET

$ HAND WASHING STATIONS

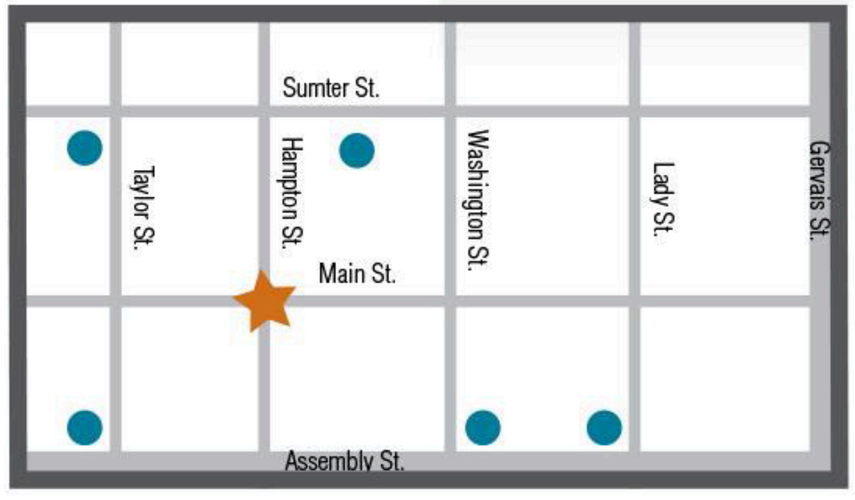
STAGE

FESTIVAL ENTRANCE ↑

TO ASSEMBLY ST. ←

NO PUBLIC PARKING
Wells Fargo access only

Hampton St. closed at Assembly St.



FREE Parking!

Parking in Columbia is FREE on weekends at meters along the street and in these convenient parking garages, all within easy walking distance:
1227 Taylor St.
1100 Washington St.
1100 Lady St.

Additional Parking

1400 Sumter St.
1100 Taylor St.

In Case of a weather emergency, please move quickly and calmly to the nearest parking garage.

The Jam Room Music Festival seeks permission to hold the 9th annual event by closing the 1100 block of Hampton Street and 1400 block of Main Street, include Boyd Plaza on Saturday October 16th from noon until 10pm. This is the same footprint as previous years. This is a free event for citizens of Columbia, all over SC, and beyond. We are requesting no rain date as it's a rain or shine event, and unable to be rebooked.

Our updated safety plans are as follows.

•non-gated/non-timed entry and exit means no large crowds or lines form to access the festival.

•we've made arrangements to space out our seating area for a minimum of 8 ft per table.

•we've added additional hand washing stations to our footprint and upgraded our portable toilets to provide easy access to both.

•our stage locations and road blocks create a natural barrier to any unwanted vehicle traffic.

•we are also altering the frequency of performances to create adequate time for people to gather safely and distance themselves accordingly.

We appreciate the opportunity to bring this beloved event back to Main Street. Thanks for your assistance,

Phillip Blair
Jam Room Music Festival
803-767-8008
phillblair@gmail.com

Jam Room Festival

We Are Columbia

N
W E
S

1900-SUMTER-ST
1401-RICHLAND-ST
1201-RICHLAND-ST
1800-SUMTER-ST
1700-MARION-ST
1400-LAUREL-ST
1700-BULL-ST
1100-RICHLAND-ST
1800-MAIN-ST
1300-LAUREL-ST
1800-ASSEMBLY-ST
1702-MARION-ST
1200-LAUREL-ST
1700-SUMTER-ST
1400-BLANDING-ST
1100-LAUREL-ST
1700-MAIN-ST
1000-LAUREL-ST
1700-ASSEMBLY-ST
1300-BLANDING-ST
1200-BLANDING-ST
1600-MARION-ST
1600-SUMTER-ST
1100-BLANDING-ST
1600-MAIN-ST
1400-TAYLOR-ST
1600-ASSEMBLY-ST
1300-TAYLOR-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
1400-SUMTER-ST
1100-HAMPTON-ST
1400-MAIN-ST
1000-HAMPTON-ST
1300-WASHINGTON-ST
915-HAMPTON-ST
1400-PARK-ST
1200-WASHINGTON-ST
1100-WASHINGTON-ST
1300-MAIN-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
1100-GERVAIS-ST

Both Sides of the Street

Legend

- Jam Room Festival
- Soda City
- Perimeter Cleanup Boundary

0 125 250 500 750 1,000 Feet

Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20181106_JamRoomFestival.mxd

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2021-070

Authorizing consumption of beer and wine only at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, October 9, 2021with a rain contingency date of Saturday, October 16, 2021

WHEREAS, the Animal Mission ("Sponsor") is sponsoring the Palmetto Peanut Boil on Saturday October 9, 2021 in the 2900 block of Devine Street between Sims Avenue and Holly Street with a rain contingency date of Saturday, October 16, 2021 from 11:00 a.m. until 7:00 p.m.; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the 2900 block of Devine Street between Sims Avenue and Holly Street from 8:00 a.m. until 7:00 p.m. for preparation and staging of the area for an outdoor event to be held between 11:00 a.m. until 7:00 p.m., and for patrons to consume beer and wine beverages only on Saturday, October 9, 2021 with a rain contingency date of Saturday, October 16, 2021 from 11:00 a.m. until 6:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for hiring of no less than two (2) off-duty City of Columbia police officers during the hours of 8:00 a.m. until 7:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this __ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 11:00 a.m. and 6:30 p.m. on Saturday, October 9, 2021 with a rain contingency date of Saturday, October 16, 2021; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

LEGAL DEPARTMENT DRAFT

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 2900 block of Devine Street between Sims Avenue and Holly 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. 15-1, 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 2900 block of Devine Street between Sims Avenue and Holly 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 Saturday, October 9, 2021, closed portion of the 2900 block of Devine Street between Sims Avenue and Holly Street shall be closed on Saturday, October 16, 2021. 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:

T.A. Knox

_____
City Attorney

_____
Mayor

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

DATE OF REQUEST	5/27/21
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	2,000
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Jen Coody The Animal Mission (803) 479-2096 jen@animalmission.org
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Palmetto Peanut Boil - charity fundraiser
DATE(S) OF EVENTS: (multiple day can be on one request)	Saturday October 9, 2021
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 16, 2021
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

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM*

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 5/5/2021

May 27, 2021

To Whom it May Concern:

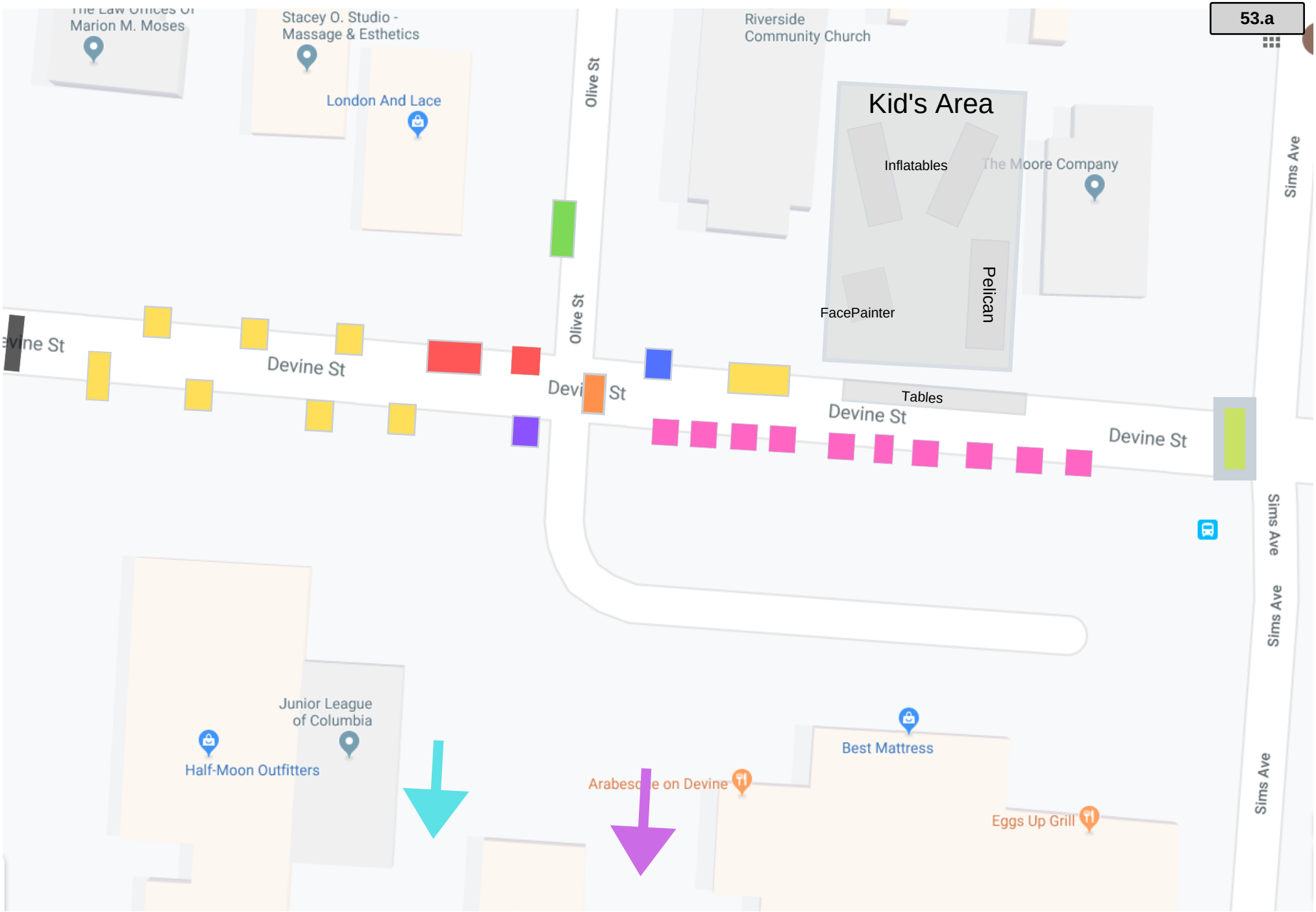
Animal Mission requests assistance with the closure of the 2900 block of Devine Street (between Sims Avenue and Holly Street) on Saturday October 9th 2021 to host the 14th Annual Palmetto Peanut Boil. Proceeds will benefit the City Of Columbia Animal Services Department and our free spay and neuter program for all Richland County residents.

In consideration of COVID-19 safety protocols, we will adhere to any city, state, or federal guidelines or best practices in place at the time of the event, and will also make the following efforts to ensure attendee safety:

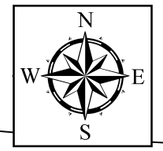
- Provide hand sanitizer and hand wash stations throughout the event grounds.
- Leave a minimum of 8 feet between each vendor tent.
- Provide free masks to any attendee who would like one.
- Provide portable restrooms with running water sinks for handwashing.
- Require anyone serving food to wear a mask.
- Fully inform all outside vendors and competitors of our safety protocols, and enforce their removal if they fail to abide by them for the duration of the event.

Our event is ideally suited for physical distancing, because it spans a 7 hour time period and covers a large outdoor area. While our typical event attendance ranges between 2,500 to 4,000 people most years, we do not experience a heavy crowd at any time because of this layout and timeframe.

Thank you very much for your help and consideration, and if any further measures are recommended, we will gladly adapt our plan to ensure the safety of all involved.


Marion M. Moses
Stacey O. Studio - Massage & Esthetics
London And Lace
Riverside Community Church
Olive St
Kid's Area
Inflatables
The Moore Company
Sims Ave
Pelican
FacePainter
Olive St
Devine St
Devine St
Devine St
Tables
Devine St
Sims Ave
Sims Ave
Sims Ave
Junior League of Columbia
Half-Moon Outfitters
Best Mattress
Arabesque on Devine
Eggs Up Grill
Cookers
Stage
VIP Room
Tokens
Porta Johns
Beer Wagon
Cooker Parking
ID Check
Vendor

Palmetto Peanut Boil Fundraiser



MAPLE ST
HOLLY ST
OLIVE ST
DALY ST
MILLWOOD AVE
AMHERST AVE
GREENWOOD RD
PRINCETON ST
KIRKWOOD RD
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

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LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2021-076

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 10, 2021

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 10, 2021 from 6:30 p.m. until 10:00 p.m. in the 1100 block of Lincoln Street between Senate Street and Pendleton Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 900, 1000 and 1100 blocks of Lincoln Street between Senate Street and Lincoln Street on Friday, September 10, 2021 from 5:00 p.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held in the 1100 block of Lincoln Street between Senate Street and Pendleton Street between 7:00 p.m. until 10:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 7:00 p.m. and 9:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
3. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact such as hugs, handshakes, fist bumps, and high-fives during the event.
4. Organizer shall encourage all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.
7. Organizer shall coordinate with food vendors to offer touchless payment options if possible and available or provide a tray for the exchange of payment to avoid hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for hiring off-duty City of Columbia police officers during the hours of 5:00 p.m. and 11:00 p.m. of no less than two (2) officers.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

LEGAL DEPARTMENT DRAFT

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Friday, September 10, 2021; 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. 15-1, 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

LEGAL DEPARTMENT DRAFT

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 10, 2021, 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

Approved by:

_____
City Manager

_____
Mayor

Approved as to form:

T.A. Knox

_____
City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 7/1/2021
21009573

DATE OF REQUEST	06/06/2019
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Mike Sonefeld msonefeld@irmofire.org 803-513-8148 803-798-4680 fax
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Tunnel to Towers 5K walk/Run
DATE(S) OF EVENTS: (monthly can be on one request)	September 20th 2019
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.)	Rain or shine event
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1101 Lincoln St. CMCC between Senate St. and Pendleton 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)	1000 to 1100blk of Lincoln St. both directions from Senate St. to Pendleton 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	5:00 pm to 11:00 pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	6:30 pm to 10:00 pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	6:30 pm to 9:30 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

Ardis, Shari L

From: Sonefeld, Mike <msonefeld@irmofire.org>
Sent: Thursday, June 24, 2021 1:04 PM
To: Jordan, Jennifer L; Ardis, Shari L
Subject: [EXTERNAL] T2T parade permit and safety plan
Attachments: [Untitled].pdf

***WARNING*: Use caution with links and documents in emails referencing the Coronavirus situation. Malicious actors have been using this situation as an opportunity to take advantage of users.**

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.

Good afternoon, I have attached the permit requests and a safety plan for your review. The overall COVID plan is very fluid and may loosen up or tighten up between now and September We prepared to adjust and adapt to any changes that come about between now and then. Thank you for your time.

Mike Sonefeld
9/11 Foundation

From: HQ-MFP <HQ-MFP@irmofire.org>
Sent: Thursday, June 24, 2021 1:00 PM
To: Sonefeld, Mike <msonefeld@irmofire.org>
Subject:

Sonefeld, Mike

From: Jordan, Jennifer L <Jennifer.Jordan@columbiasc.gov>
Sent: Thursday, April 22, 2021 10:41 AM
To: Sonefeld, Mike
Subject: RE: [EXTERNAL] Tunnel to towers 5K

Thank you! Very excited to be back!

You can drop the Special Duty Request and Parade Permit off to me or you can scan them in and send them to me via email. The Resolution request will need to go to Shari Ardis in Legal her email is Shari.Ardis@columbiasc.gov.

In addition to the Event Resolution Request, Special Duty Request and Parade Permit the City now requires you to submit an event site layout and safety plan to meet COVID-19 and re-opening guidelines before we can process your request. The site and safety plans must include, but are not limited to, hand sanitizing stations, mask requirements, social distancing, guidelines posted at the entry of the venue and event location and designated entry and exit locations.

Please see the CDC and DHEC websites for example guidelines.

I know you usually work with the Vista Guild in the preparing stages for the event, but I just wanted to make sure that they are included again this year to help with notifying the businesses. Abby Anderson is the contact, if you do not have it already, and her email is abby@vistacolumbia.com.

Sorry I know this is a lot more information, but let me know if you need anything else!

Thank you!

Sgt. Jennifer L. Jordan
Special Events Coordinator
Columbia Police Department
1 Justice Sq., Columbia, SC 29201
P: 803-545-3514
C: 803-391-2407
F: 803-545-3393
www.columbiapd.net
Jennifer.Jordan@columbiasc.gov

From: Sonefeld, Mike [mailto:msonefeld@irmofire.org]
Sent: Tuesday, April 20, 2021 1:20 PM
To: Jordan, Jennifer L <Jennifer.Jordan@columbiasc.gov>
Subject: [EXTERNAL] Tunnel to towers 5K

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.

Good morning Jennifer and welcome back to special events!! I hope you and the family are doing well during the weirdest year in history! So we are trying to get this years run in if all goes well. We have secured the convention center

Items which may be needed to be worn by Volunteers:

Masks
Gloves
Hand Sanitizer
Hand Wipes
Clorox Wipes

Covid Waivers

Electronic and hand signed before they get shirt or bib

Click here to view the Covid 19 Waiver (Print out version)
Click here to view the Online Form

Pre-event email:

Greetings, Runners!

We are very excited that you will be joining us for our 5K Run/Walk on (date) in (location)! It is set to be a great event, and we are looking forward to seeing you there!

As your event approaches, and in light of the ongoing COVID-19 pandemic that is facing our nation, we would like to remind you of some common symptoms of COVID. We kindly request that you refrain from attending the Run should you be experiencing any of these symptoms:

- **cough,**
- **shortness of breath or difficulty breathing,**
- **fever,**
- **chills,**
- **repeated shaking with chills,**
- **muscle pain,**
- **headache,**
- **sore throat, or**

- new loss of taste or smell

In addition, please do not attend the Run if any of the following apply to you:

- You have traveled internationally within the last 14 days
- You have traveled to an area highly impacted by Coronavirus/COVID-19 within the United States of America within the last 14 days
- You have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19
- You have been diagnosed with Coronavirus/COVID-19 and not yet cleared as non-contagious by state or local public health authorities

We thank you for your cooperation regarding the above, as we continue to navigate these unchartered waters together, and we most especially look forward to seeing you at your Event on (date)!

As always, we thank you for your support of the Stephen Siller Tunnel to Towers Foundation.

After Celebration (2021)

- Stage
- Grills/Vol. Svc Area
- Closed (Ped. Only)
- Portable Lights
- Serving Area
- Beverage Area
- Port-a-Johns

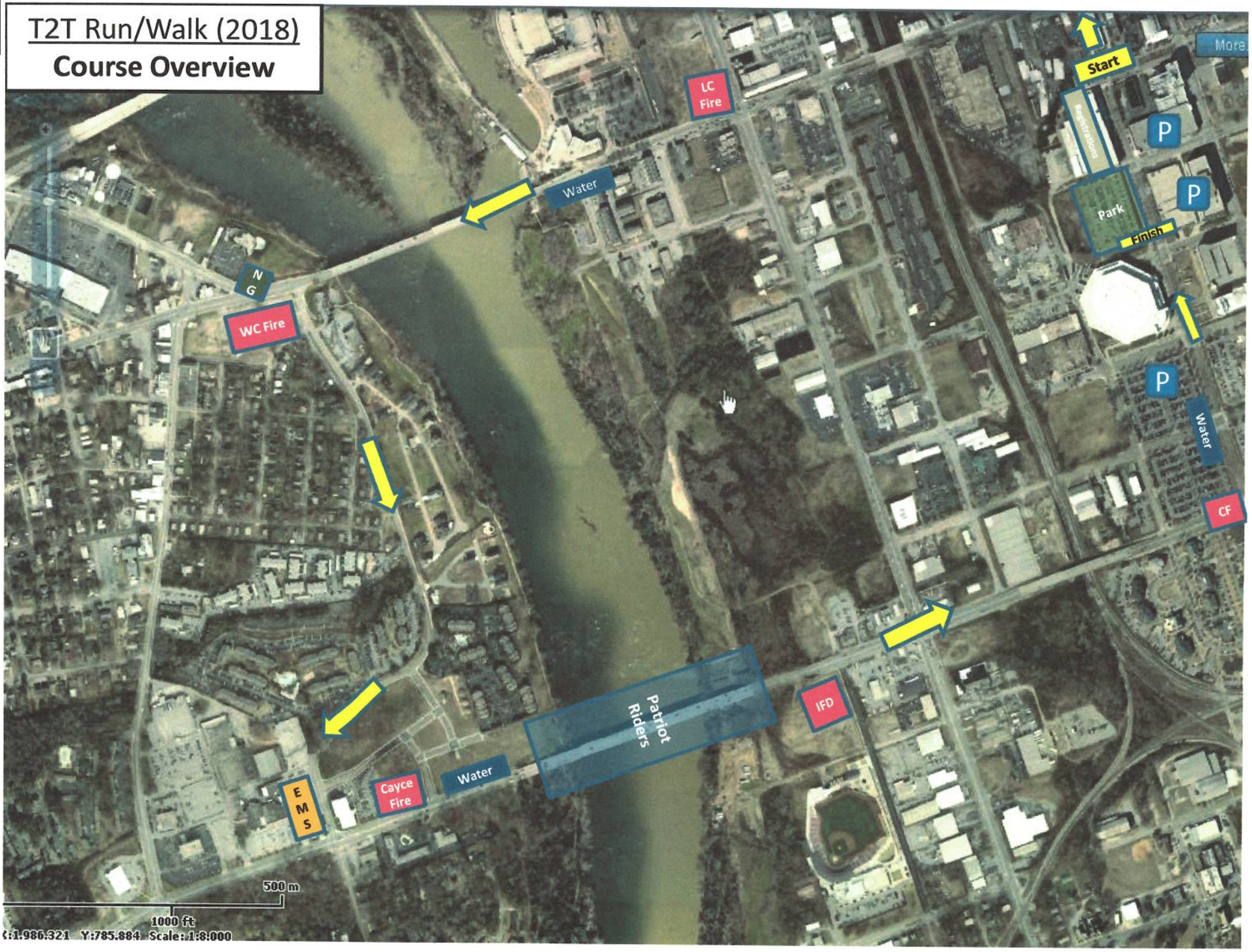
Safety Plan/Measures

Event will follow all City of Columbia and CMCC safety measures.

Including:

- Social Distancing at Start
- Sanitation Availability
- Mask wear as dictated
- After Race Celebration Procedures IAW SCDHEC
- All requirements will be posted and announced

T2T Run/Walk (2018)
Course Overview



Tunnel to Towers Run/ Walk

Sept 10, 2021

Starting Line Overview

Patriot Riders

All First Responder Displays arrive at 4:30 and are in place by 4:45.

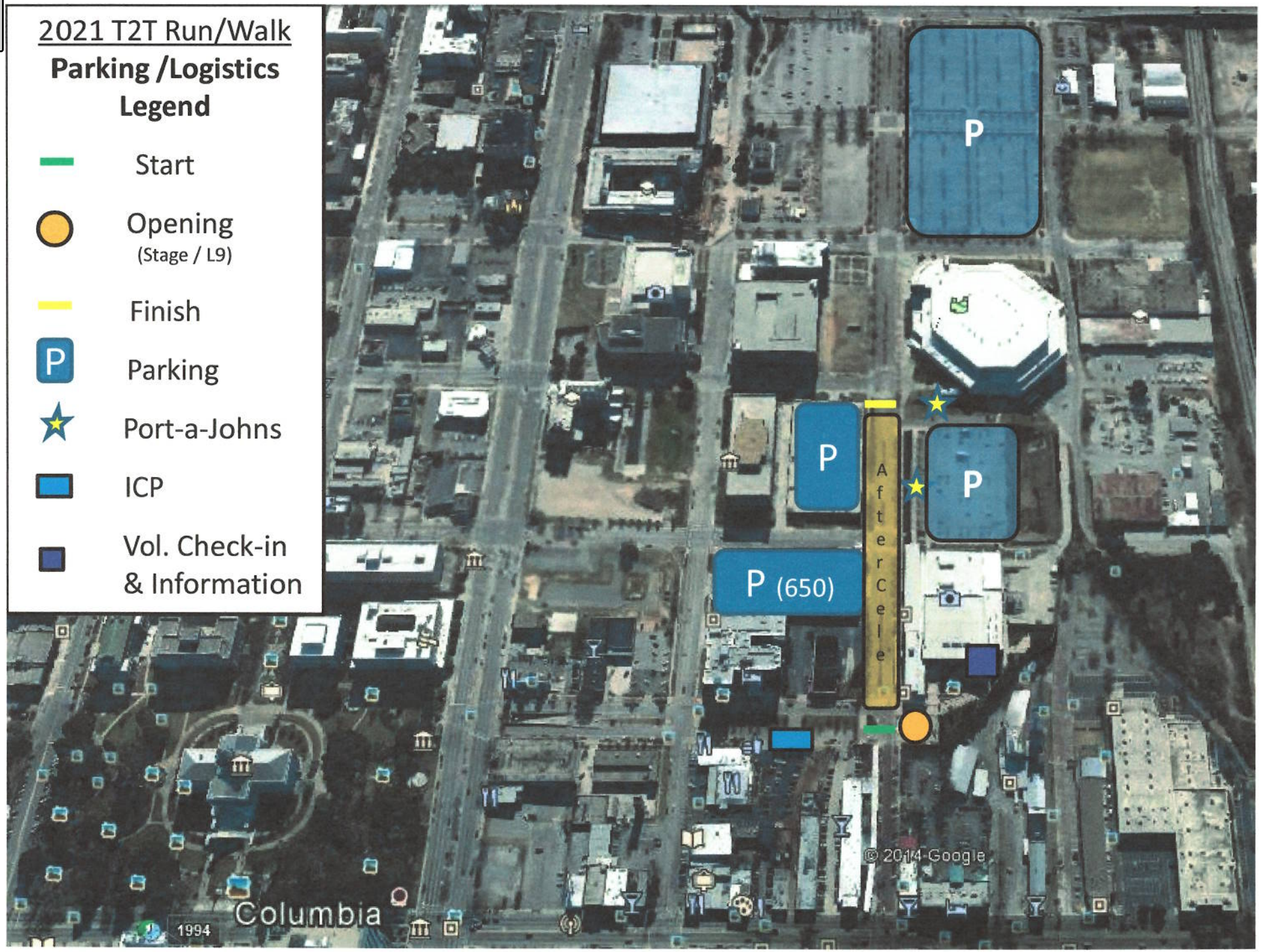
First Responder Displays staged along Route 6:15… In place at 6:50.

Safety Plan/Measures

Event will follow all City of Columbia and CMCC safety measures.

Including:

- Social Distancing at Start
- Sanitation Availability
- Mask wear as dictated
- After Race Celebration Procedures IAW SCDHEC
- All requirements will be posted and announced


2021 T2T Run/Walk
Parking /Logistics
Legend
Start
Opening
(Stage / L9)
Finish
Parking
Port-a-Johns
ICP
Vol. Check-in
& Information
P
P
P
P (650)
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Columbia
1994

After Celebration (2021)

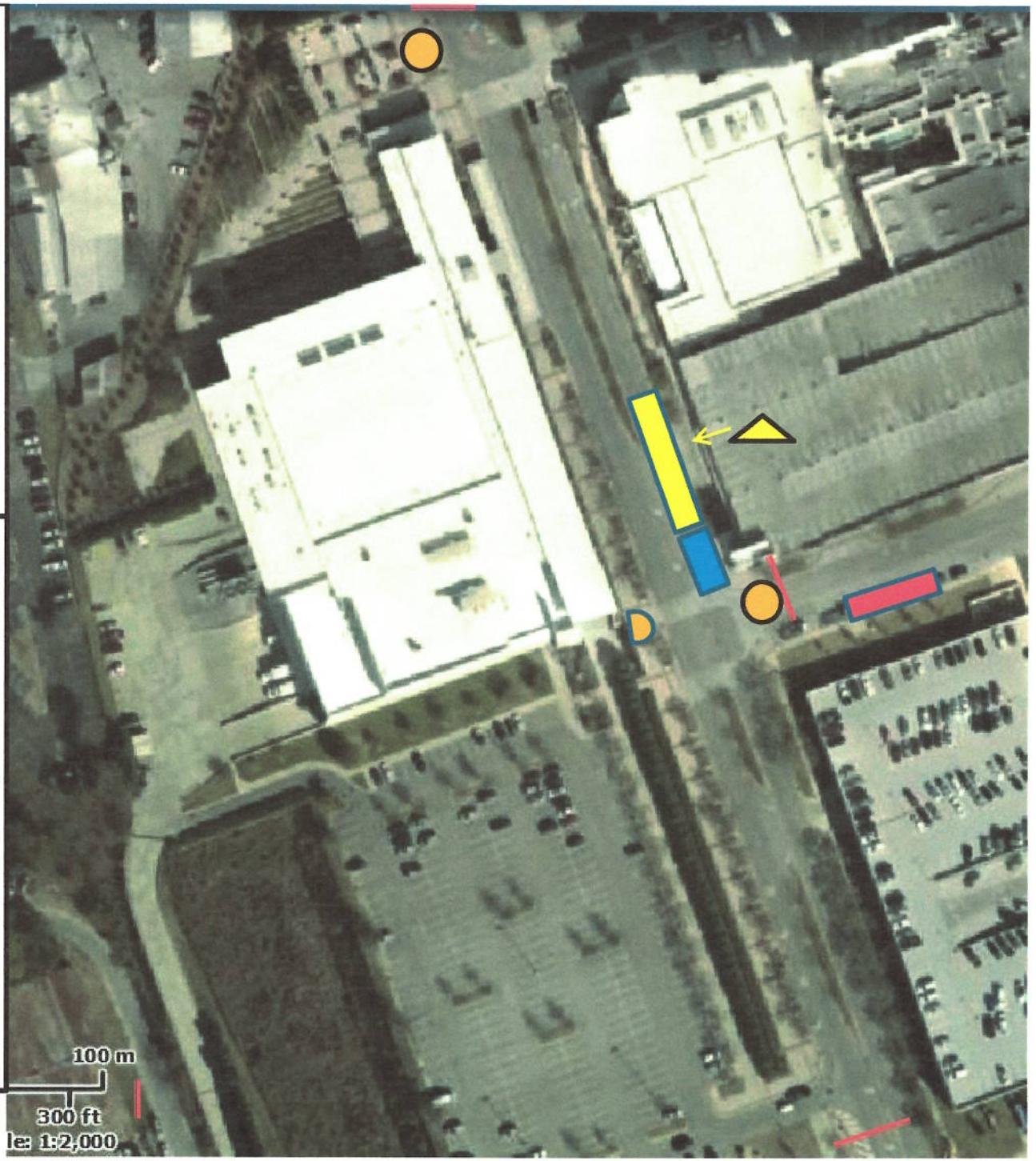
- Stage
- Refrigeration Truck
- Grills/Vol. Svc Area
- Closed (Ped. Only)
- Portable Lights
- Serving Area
- Beverage Area

Safety Plan/Measures

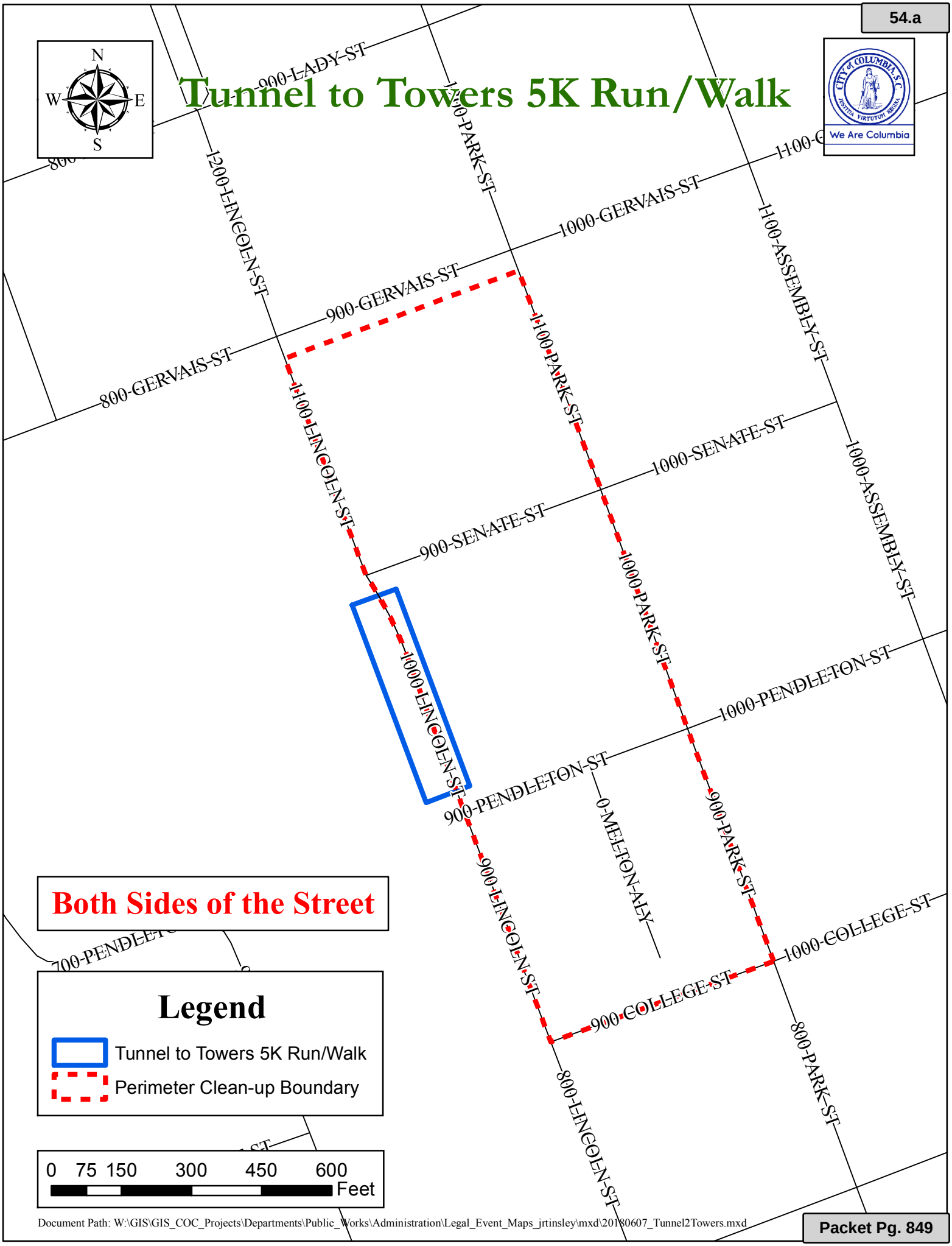
Event will follow all City of Columbia and CMCC safety measures.

Including:

- Social Distancing at Start
- Sanitation Availability
- Mask wear as dictated
- After Race Celebration Procedures IAW SCDHEC
- All requirements will be posted and announced



Tunnel to Towers 5K Run/Walk



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LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2021-075

Public Input on Closing of a portion of Benson Road between Garners Ferry Road and Burdell Drive

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, Benson Investment Group, LLC has requested the permanent closing of a portion of Benson Road between Garners Ferry Road and Burdell Drive adjacent to Richland County 19100-04-30, 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22, a copy of said tax map is attached hereto as Exhibit "A"; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ___ day of _____, 2021, that pursuant to R-2014-053, the City desires to receive public input regarding the request of Benson Investment Group, LLC to have requested the permanent closing of a portion of Benson Road between Garners Ferry Road and Burdell Drive adjacent to Richland County 19100-04-30, 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22, a copy of said tax map is attached hereto as Exhibit "A".

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

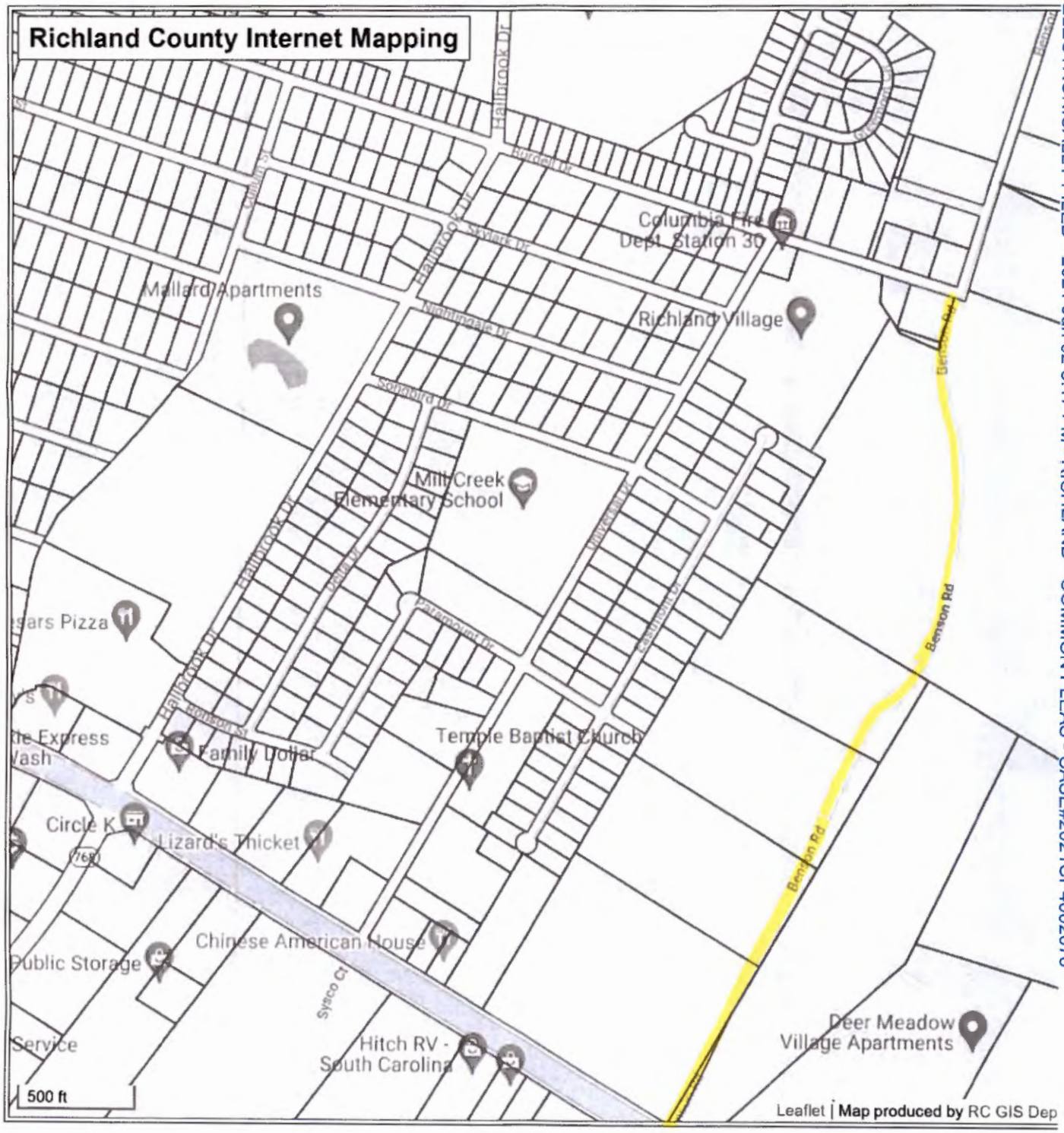
ATTEST:

_____
Deputy City Attorney

_____
City Clerk

Introduced:
Final Reading:

Last revised: 6/17/2021
21009428.1



ELECTRONICALLY FILED - 2021 Jun 02 5:17 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002678

Exhibit A Page 1 of 1

ELECTRONICALLY FILED - 2021 Jun 02 5:17 PM - RICHLAND - COMMON PLEAS - CASE#2021CP400678

Exhibit B Page 1 of 1